

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK SCHEDULE**

December 14, 2016

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

**FDOT PROJECT INFORMATION**

Financial Project ID: 437334-1-58-01	Federal Project ID: D219 048 B
State Road Number: N/A	County: Nassau
FDOT Plans Dated: 02/12/2021	District Document No.: 1

**UTILITY AGENCY/OWNER (UAO)**

Utility Company: Florida Public Utilities Company (Electric)		
UAO Project Rep: Chris Hebert	Phone: 904-753-2529	E-mail: chebert@fpuc.com
UAO Field Rep: Shawn Volheim	Phone: 407-205-5219	E-mail: svolheim@pike.com

**UTILITY SIGNATURE**

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. Chris R. Hebert Date 7/26/21

Name Chris Hebert

Title Director, Electrical Operations

**ENGINEER OF RECORD SIGNATURE**

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR. Kevin Shoemaker 2021.07.27 09:11:55 -04'00'

Name Kevin Shoemaker

Title Engineer, Transportation & Infrastructure Florida

**APPROVAL BY DISTRICT UTILITIES**

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. ROBERT T. COMPANION Date 08/06/2021

Name ROBERT T. COMPANION

Title NASSAU COUNTY ENGINEER

**SECTION A: SUMMARY OF UTILITY WORK**

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 0

Days during FDOT project construction: 25

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**SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS**

- 1) Upon approval of the selected contractor FPUC requests a copy of the approved contractors CPM (critical path method) within 5 days of approval.
- 2) This UAO's poles scheduled to be removed will be removed within 30 days from when they are cleared by all joint users.
- 3) Any temporary bracing or holding of this UAO's poles, existing or proposed, required for construction will require thirty (30) working days advance notice by FDOT to this UAO's representative.
- 4) Any temporary relocation of this UAO's existing or proposed facilities that may require FDOT construction will require thirty (30) working days advance notice by FDOT to this UAO's representative.
- 5) Bucket Truck access must be maintained to all of this UAO's existing and proposed pole, pull box and switchgear locations throughout the duration of this projects construction for maintenance and outage restoration, except for access blockages that are reasonably necessary to accomplish the project.
- 6) Florida Public Utilities Company (Electric) cannot remove old facilities until new facilities are energized and existing customer services have been relocated.
- 7) FPUC resources can also be affected by weather not directly contacting the Florida region as the company supports other companies in surrounding areas and states.
- 8) All FPUC facilities are energized at 12,470 v "Except as otherwise may be provided in Part C "Description of Utility Work" of this Utility Work Schedule, FPUC overhead electric facilities to remain energized and in place. Table A "Minimum Clearances Distances specified in Subpart CC of OSHA Rule 29 CFR Part 1926 (as they pertain to crane/derrick operation), and/or those minimum distances specified in CFR1910.33©(3) for work in proximity to power lines not covered by this Subpart CC", must be maintained. If minimum clearances outlined in the OSHA regulations set forth in the previous sentence than FPUC will require a thirty (30) working days advance notification in order to successfully de-energize these facilities in conflict so appropriate clearances can be maintained.
- 9) All normal relocation activities performed by this UAO are intended to be performed during normal working business hours unless other arrangements have been agreed to by FPUC and the Department. No night time relocation activities involving energized conductors or equipment will be performed, with the exception of outage restoration or other such emergency work (UAO's Safety Manual Regulation).



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**UTILITY WORK SCHEDULE**

December 14, 2016

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**SECTION C: UAO's WORK ACTIVITIES**

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days Prior to Const.	Consecutive Days During Const.
<b>ROADWAY PLAN (1)</b>								
1	Existing Pullbox	12+97, 36' LT.	N/A	To be adjusted to final grade in place and while in service.	Final grade staked.	Phase 1	0	5
<b>ROADWAY PLAN (2)</b>								
2	Existing Pullbox	18+00, 34' LT.	N/A	To be adjusted to final grade in place and while in service.	Final grade staked.	Phase 1	0	5
<b>ROADWAY PLAN (4)</b>								
3	Existing Pullbox	25+59, 42' LT.	N/A	To be adjusted to final grade in place and while in service.	Final grade staked.	Phase 1	0	5
<b>ROADWAY PLAN (5)</b>								
4	Existing Pullbox	31+75, 26' LT.	N/A	To be adjusted to final grade in place and while in service.	Final grade staked.	Phase 1	0	5
<b>ROADWAY PLAN (7)</b>								
5	Existing Pullbox	46+29, 33' LT.	N/A	To be adjusted to final grade in place and while in service.	Final grade staked.	Phase 1	0	5



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

*Robert T. Companion, P.E.*  
*County Engineer*

### **AS-BUILTS REQUIREMENT CHECKLIST:**

The Following list is intended to highlight the majority of the as-built requirements for Construction projects in Nassau County. This list should not be considered to be all-inclusive as each project is unique in nature and may require additional information that can only be determined during the course of the project's completion. Generally, however, the AS-BUILT information shall contain the following:

1. AS-BUILTS should be based on the design plans as approved through the DRC process. The submitted as-builts should be at the same scale and have the same orientation as the design files.
2. AS-BUILTS should have the same page numbering as the design plans, and the cover of the AS-BUILT plans should have all sheets from the design plans listed with sheets not "AS-BUILT" stricken through.
3. AS-BUILTS should display the original design information as displayed on the plan sheets with the design information stricken through and the as-built information displayed in bold adjacent to the design information.
4. AS-BUILTS shall be accompanied by an "Engineer's Certification" form from the Engineer of Record. (Exhibit 3&4)
5. Three (3) sets of fully signed and sealed AS-BUILTS should be submitted along with a CADD file(s) containing the AS-BUILT information. CADD files should be in State Plane coordinates (NAD 83) with a vertical datum of NGVD 1929. Furthermore, CADD files should be submitted in ACAD 2004 or ACAD 2006 only.
6. Northings and Easting of all drainage structures should be included.
7. The plans should be clearly legible and all structure notes, distances, angles and elevations should be clearly readable.
8. If the plan represents a phase of a development, then that phase should be clearly identified for clarity and avoid confusion with future phases.
9. There should be a north arrow and scale on each sheet.



## AS-BUILTS REQUIREMENT CHECKLIST

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10. A legend should be included explaining the symbols used in the plans.
11. ALL sheets must be signed and sealed by a surveyor licensed in the State of Florida.
12. There should be sufficient "plan" and "as-built" elevations shown to verify that the streets were constructed substantially in accordance with the approved construction plans. Generally, the County will review all low points and high points in the street and verify that the minimum grade exists for each street. On straight sections between high and low points elevations should be taken every 200 feet.
13. All street curve radii should be shown on the plans or in a table.
14. Street widths and curb type should be identified for each street on each sheet.
15. Whenever there are islands within the streets the as-builts should include dimensions for these islands.
16. The paved radii of all Cul-de-Sacs should be listed and Cul-De-Sac center and edge of pavement or gutter elevations at quarter points shall be shown.
17. All underdrains should be shown with size, lengths, inverts and cleanouts all shown.
18. Where swales are utilized there should be sufficient flow line elevations and ditch cross sections to verify capacity of the channel.
19. There should be a comparison table of design and as-built pipe sizes, lengths, invert elevations, and pipe slopes.
20. The as-built surface area of the pond(s) at Normal Water Level (design) and Top of Bank (as-built) should be included.
21. The bottom elevation and area should be shown (2 locations min. per pond).
22. The surveyor shall certify by note (for each pond) that no slope is greater than 1:4 above the design NWL, unless the pond is fenced.
23. All structures in the pond (overflow weirs, etc.) should be included.

## AS-BUILTS REQUIREMENT CHECKLIST

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24. All watermain and sewermain locations, dimensions, etc.
  
25. All easements required (or on a plat) should be shown on the "As- Bults" and improvement located so as to verify improvements are within the easement. Easement not recorded as part of the recorded plat including drainage and right-of-way easements shall also be identified as "as-built". For these easements the book and page of their record, property to whom easement is dedicated and date of filing should be shown on as the "as-built". All improvements intended to be within these easements shall be shown as the "as-bults" to verify the improvements are within the easement. Wetlands are not reviewed by Nassau County and need not be shown.



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

### Road Closure Policy

1. Submit a written request to the County Engineer for the road closure. In the request you must explain the following:
  - a) Why the road needs to be closed and the duration of the closure?
  - b) What are the benefits to public for closing the road?
  - c) Include a draft detour plan.

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

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

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

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





## Road Closure Policy Page 2 of 3

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

- Nassau County Sheriff's Office
  - Ricky A Rowell, TAC  
Phone – (904) 548-4000  
Fax – (904) 225-5737  
Email – [rickyrowell@nassauso.com](mailto:rickyrowell@nassauso.com)
  - L. Rene Graham, Lt.  
Phone – (904) 548-4028  
Fax – (904) 548-4128  
Email – [lrgraham@nassauso.com](mailto:lrgraham@nassauso.com)
- Nassau County Emergency Management
  - Martha Oberdorfer  
Phone – (904) 548-0931  
Fax – (904) 548-4194  
Email – [mloberdorfer@nassauso.com](mailto:mloberdorfer@nassauso.com)
- Nassau County Fire Department
  - Chief Brady Rigdon  
Email – [brigidon@nassaucountyfl.com](mailto:brigidon@nassaucountyfl.com)
  - Chief Greg Roland  
Email – [groland@nassaucountyfl.com](mailto:groland@nassaucountyfl.com)
  - Chief Bob Ratliff  
Email – [rratliff@nassaucountyfl.com](mailto:rratliff@nassaucountyfl.com)  
Phone – (904) 530-6600  
Fax – (904) 321-5748
- Nassau County School Bus Transportation
  - Brad Underhill  
Phone – (904) 225-0127  
Fax – (904) 255-9404  
Email – [underhillbr@nassau.k12.fl.us](mailto:underhillbr@nassau.k12.fl.us)
- Nassau County Road & Bridge Department
  - Jennifer Kirkland  
Phone – (904) 530-6175  
Fax – (904) 530-6901  
Email – [jkirkland@nassaucountyfl.com](mailto:jkirkland@nassaucountyfl.com)
- Nassau County Manager's Office
  - Sabrina Robertson  
Phone – (904) 530-6010  
Fax – (904) 321-5784  
Email – [srobertson@nassaucountyfl.com](mailto:srobertson@nassaucountyfl.com)
- United Postal Service (Yulee)
  - Cassondra Mitchell  
Phone – (904) 875-6083  
Fax – (904) 225-9733  
Email – [cassondra.t.mitchell@usps.gov](mailto:cassondra.t.mitchell@usps.gov)
- United Postal Service (Fernandina)
  - Paul Battista  
Phone – (904) 557-9342  
Fax – (904) 277-7947  
Email – [paul.d.battista@usps.gov](mailto:paul.d.battista@usps.gov)
- United Postal Service (Callahan/Bryceville)
  - Elizabeth Williams  
Phone – (904) 879-2131  
Fax – (904) 879-6737  
Email – [elizabeth.s.williams@usps.gov](mailto:elizabeth.s.williams@usps.gov)
- United Postal Service (Hilliard)
  - Bridgett Wagers  
Phone – (904) 845-2151  
Fax – (904) 845-7738  
Email – [bridgett.n.wagers@usps.gov](mailto:bridgett.n.wagers@usps.gov)



## **Road Closure Policy Page 3 of 3**

5. Signage will be in place prior to road closure. They will be bagged/covered until needed. VMBs, will be installed and operating a minimum of seven (7) calendar days prior to any closure/detour.
6. Visual inspection of the VMB by the Engineering Services Department is required at installation or relocation. Visual inspection of all road/detour signage shall be accomplished prior to road closure. Contact Engineering Services 48 hours prior to installation for inspection.

## SECTION 00 41 15

## BID FORM

**PROJECT IDENTIFICATION:** Amelia Island Trail Segment 1 Rebid  
Bid Number NC23-010-ITB Nassau  
County, Florida

**BID DEADLINE:** January 25, 2023 at 10:00 AM

- 1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Company Name (typed or printed): CGC, Inc.  
Business address: 7036 W. 12th Street, Jacksonville, FL 32220  
Phone No.: (904) 783-4119 Fax No.: (904) 783-3401  
Contact Name: Richard C. Gaskin, Jr.  
Contact Title: President  
Contact email address: office@cgccivil.com

- 2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the County.


- 3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

[Remainder of the page is intentionally blank.]



Addendum No.  
One  
\_\_\_\_\_  
\_\_\_\_\_

Addendum Date  
12/16/2022   
\_\_\_\_\_  
\_\_\_\_\_

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by the County and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer of Record is acceptable to Bidder.



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

**REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.**

TO: All Proposers  
FROM: Thomas O'Brien, Procurement Specialist  
SUBJECT: Addendum #1  
Invitation to Bid Number NC23-010  
Amelia Island Trail - Segment 1 Rebid  
DATE: 12/16/2022

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

**The bid due date and opening date has been rescheduled to: February 1, 2023 at 10:00 AM**

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**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM**

Vendor/Company Name CGC, Inc.

Vendor Signature:  Date: 12/16/2022  
Richard C. Gaskin, Jr., President

**End of Addendum #1**



J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

**5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BID TAB**

PAY ITEM NO.	PAY ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	COST
0102-1	MAINTENANCE OF TRAFFIC	LS	1	\$122,553.00	\$122,553.00
0101-1-	MOBILIZATION	LS	1	\$182,740.08	\$182,740.08
0104-6	TEMPORARY SLOPE DRAIN / RUNOFF CONTROL STRUCTURE	LF	366	\$10.00	\$3,660.00
0104-10-3	SEDIMENT BARRIER	LF	123	\$10.00	\$1,230.00
0104-15	SOIL TRACKING PREVENTION DEVICE	EA	2	\$2,500.00	\$5,000.00
0104-18	INLET PROTECTION SYSTEM	EA	1	\$500.00	\$500.00
0107-1	LITTER REMOVAL	AC	37.24	\$100.00	\$3,724.00
0107-2	MOWING	AC	27.31	\$100.00	\$2,731.00
0110-1-1	CLEARING & GRUBBING 43733415801	AC	2.36	\$3,500.00	\$8,260.00
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	157	\$25.00	\$3,925.00
0120-1	REGULAR EXCAVATION	CY	490	\$10.00	\$4,900.00
0120-6	EMBANKMENT	CY	914	\$25.00	\$22,850.00
0160-4	TYPE B STABILIZATION	SY	1,931	\$12.00	\$23,172.00
0285-706	OPTIONAL BASE, BASE GROUP 6	SY	28	\$40.00	\$1,120.00
0285-710	OPTIONAL BASE, BASE GROUP 10 (4 1/2 INCH B-12.5 + 4 INCH OF OPTIONAL GRANULAR SUBBASE)	SY	4,578	\$59.00	\$270,102.00
0334-1-11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	377.69	\$174.00	\$65,718.06
0334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG76-22	TN	2.28	\$987.00	\$2,250.36
0400-0-11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	14.70	\$1,850.00	\$27,195.00
0425-1521	INLETS, DT BOT, TYPE C, <10'	EA	1	\$5,000.00	\$5,000.00
0425-1531	INLETS, DITCH BOTTOM, TYPE C MODIFIED-BACK OF SIDEWALK, <10'	EA	1	\$6,000.00	\$6,000.00



PAY ITEM NO.	PAY ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	COST
0425-6	VALVE BOXES, ADJUST	EA	4	\$500.00	\$2,000.00
0430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	8	\$400.00	\$3,200.00
0430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	4	\$600.00	\$2,400.00
0430-94-1	DESILTING PIPE, 24"	LF	32	\$50.00	\$1,600.00
0430-982-629	MITERED END SECTION, OPTIONAL -ELLIPTICAL / ARCH, 24" CD	EA	2	\$4,000.00	\$8,000.00
				\$0.00	\$0.00
0515-1-1	PIPE HANDRAIL -GUIDERAIL, STEEL	LF	189	\$99.00	\$18,711.00
0520-1-7	MIAMI CURB AND GUTTER (18")	LF	111	\$58.00	\$6,438.00
0520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	25	\$82.00	\$2,050.00
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	75	\$150.00	\$11,250.00
0527-2	DETECTABLE WARNINGS	SF	391	\$58.50	\$22,873.50
0570-1-2	PERFORMANCE TURF, SOD	SY	6,730	\$4.20	\$28,266.00
0632-7-2	SIGNAL CABLE-REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	10	\$110.00	\$1,100.00
0646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	EA	1	\$3,385.00	\$3,385.00
0654-2-21	RECT. RAPID FLASHING BEACON, F&I- SOLAR POWERED, COMPLETE SIGN ASSEMBLY- SINGLE DIRECTION	AS	2	\$11,602.00	\$23,204.00
0700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	20	\$339.00	\$6,780.00
0700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	1	\$1,901.00	\$1,901.00
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	11	\$150.00	\$1,650.00
0700-1-60	SINGLE POST SIGN, REMOVE	AS	1	\$125.00	\$125.00
0700-2-50	MULTI-POST SIGN, GROUND MOUNT, RELOCATE	AS	3	\$1,619.00	\$4,857.00
0700-3-401	SIGN PANEL, INSTALL, UP TO 12 SF	EA	2	\$125.00	\$250.00
0705-11-1	DELINEATOR, FLEXIBLE TUBULAR	EA	18	\$100.00	\$1,800.00
0711-11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	133	\$15.00	\$1,995.00
0711-14123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	LF	747	\$10.00	\$7,470.00
0711-14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	1	\$400.00	\$400.00
0711-14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	320	\$22.50	\$7,200.00
0630-2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	45	\$56.00	\$2,520.00
0630-2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	102	\$116.00	\$11,832.00
0632-7-2	SIGNAL CABLE-REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	700	\$7.00	\$4,900.00
0635-2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	4	\$1,555.00	\$6,220.00
0646-1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	3	\$4,288.00	\$12,864.00
0646-1 60	ALUMINUM SIGNALS POLE, REMOVE	EA	1	\$567.00	\$567.00
0650-1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM,-3 SECTION, 1 WAY	AS	3	\$3,001.00	\$9,003.00
0653-1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN,-1 WAY	AS	2	\$1,548.00	\$3,096.00
0653-1 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN,-2 WAYS	AS	1	\$2,804.00	\$2,804.00

PAY ITEM NO.	PAY ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	COST
0653-1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL-POLE/PEDESTAL TO REMAIN	AS	1	\$676.00	\$676.00
0660-1110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	1	\$994.00	\$994.00
0660-2106	LOOP ASSEMBLY, F&I, TYPE F	AS	1	\$3,669.00	\$3,669.00
0665-1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	4	\$646.00	\$2,584.00
0665-1 60	PEDESTRIAN DETECTOR, REMOVE-POLE/PEDESTAL TO- REMAIN	EA	1	\$951.00	\$951.00
0670-5400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1	\$1,432.00	\$1,432.00
0700-3101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	3	\$1,033.00	\$3,099.00

**BASE BID TOTAL**

\$ 998,747.00  
(Figures)

Nine Hundred Ninety Eight Thousand Seven Hundred Forty Seven Dollars Zero Cents

(Use Words)

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 11.02 of the General Conditions.

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids. Final payment of all Unit Price Bid Items will be based on actual quantities as determined in the Contract Documents.

**6.01** Bidder agrees that the Work will be substantially complete within 280 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 30 calendar days from the date of substantial completion. Total contract time shall be 310 calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 310 calendar days.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.



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

- A. Bid Security in the form of a certified check of Bid Bond (Section 00 43 15)
- B. Tabulation of Subcontractors & Suppliers (Section 00 43 35)
- C. Florida Trench Safety Act Certification (Section 00 44 55)
- D. Bidder's Qualification Statement (Section 00 45 13)
- E. Drug-Free Workplace Certificate (Section 00 45 20)
- F. Public Entity Crimes Statement (Section 00 45 30)
- G. Statement of Disputes, Litigation & Surety Completion (Section 00 45 35)
- H. LAP Certification of Current Capacity (525-010-46)
- I. LAP Certification for Disclosure of Lobbying Activities (375-030-33)
- J. LAP Disclosure of Lobbying Activities (375-030-34)
- K. LAP Non-collusion Declaration (575-060-13)
- L. LAP Certification Regarding Debarment, Etc. (373-030-32)
- M. Additional LAP Provisions

**8.01** The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

[Remainder of the page is intentionally blank.]

SUBMITTED on February 1, 2023.

State Contractor License No. CGC1524573 / P15000050530

If Bidder is:

An Individual

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

By: \_\_\_\_\_

*(Individual's Signature)*

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

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

\_\_\_\_\_

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

A Partnership

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

By: \_\_\_\_\_

*(Signature of general partner - attach evidence of authority to sign)*

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

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

\_\_\_\_\_

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


A Corporation

Corporation Name: CGC, Inc.

(SEAL)

State of Incorporation: Florida

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


By:   
*(Signature - attach evidence of authority to sign)*

Name (typed or printed): Richard C. Gaskin, Jr.

Title: President

(CORPORATE SEAL)

Richard C. Gaskin, Vice President / Assistant Secretary

Attest:   
*(Signature of Corporate Secretary)*

Business address: 7036 W. 12th Street, Jacksonville, FL 32220

Phone No.: (904) 783-4119

Fax No.: (904) 783-3401

Date of Qualification to do business is 6/10/2015



A Joint Venture

Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of joint venture partner - attach evidence of authority to sign)*

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

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

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

\_\_\_\_\_

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

Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of joint venture partner - attach evidence of authority to sign)*

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

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

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

\_\_\_\_\_

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

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in a manner indicated above.)

SECTION 00 43 15

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): CGC, Inc.  
7036 W. 12th Street  
Jacksonville, FL 32220

SURETY (Name and Address of Principal Place of Business):  
Argonaut Insurance Company  
P.O. BOX 469011, San Antonio, TX 78246

OWNER (Name and Address):

BID

Bid Due Date: 02/01/2023

Project (Brief Description Including Location): NC23-010-ITB; Amelia Island Trail, Segment 1 (REBID)  
Amelia Island Pkwy. and S. Fletcher Ave., Fernandina Beach, FL 32034

BOND

Bond Number: TBD

Date (Not later than Bid due date): TBD

Penal Sum: FIVE percent of amount bid (Words) \$ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

CGC, Inc. (Seal)

Bidder's Name and Corporate Seal

Richard C. Gaskin, Jr.

By: [Signature] President

Signature and Title

Richard C. Gaskin

Attest: [Signature], Vice President

Signature and Title

SURETY

Argonaut Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]  
Signature and Title Benjamin H. French, Attorney-in-Fact & FL resident Agent

(Attach Power of Attorney)

Attest: [Signature]  
Signature and Title Trava Ridlon, AE

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

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**  
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

L. Dale Waldorff, K Wayne Walker, Pamela L. Jarman, Benjamin H French, Paul A Locascio, Rebekah F. Sharp, Trava Ridlon, Ronald J Hays

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by: *Gary E. Grose*

Gary E. Grose, President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 1st day of February, 2023.



*Austin W. King*

Austin W. King, Secretary



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DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to the County upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by the County for the work required by the Contract Documents, provided that:

- 1.1. If there is no such next Bidder, and the County does not abandon the Project, then Bidder and Surety shall pay to the County the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1. The County accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2. All Bids are rejected by the County, or
- 3.3. The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from the County, which notice will be given with reasonable promptness, identifying this Bond and the Project, and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by the County and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

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

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

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

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

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

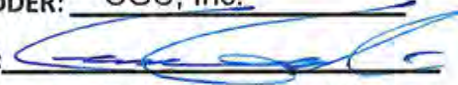
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**SECTION 00 43 35****TABULATION OF SUBCONTRACTORS & SUPPLIERS**

The undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
1. <u>Kudzue 3 Trucking</u> <u>PO Box 1799, Yulee, FL 32041</u>	<u>Asphalt</u>
2. <u>Traffic Control Products of Florida, Inc.</u> <u>5639 Witten Rd., Jacksonville, FL 32254</u>	<u>Pavement Markings</u>
3. <u>Miller Electric Company</u> <u>6805 Southpoint Pkwy, Jacksonville, FL 32216</u>	<u>Electric / Signalization</u>
4. <u>Liberty Trucking, LLC</u> <u>9678 FL-121, Lank Butler, FL 32054</u>	<u>Limerock</u>
5. <u>Rinker Materials</u> <u>4210 US17, Green Cove Springs, FL 32003</u>	<u>Drainage Materials</u>
6. <u>Palmetto Prime of Tampa</u> <u>5423 N 59th St., Tampa, FL 33610</u>	<u>Prime</u>
7. _____ _____	_____

BIDDER: CGC, Inc.  
 By:   
 Name: Richard C. Gaskin, Jr  
 Title: President  
 Date: 2/01/2023

SECTION 00 44 55

FLORIDA TRENCH SAFETY ACT CERTIFICATION

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) as modified October 1, 2008. The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>500.00</u>
2. Special Shoring	\$ <u>0.00</u>

Identify method of compliance for Item #1: Slope all excavations as required to meet requirements of the Florida Trench Safety Act.

Identify or attach a copy of Special Shoring requirements for Item #2: No special shoring required.

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project, and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act, Laws of Florida, 90-96.

BIDDER: CGC, Inc.  
By: [Signature]  
Name: Richard C. Gaskin, Jr.  
Title: President

State of: Florida  
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of X physical presence or      online notarization, this 1st day of February, 2023.

Personally known X or Produced Identification N/A



(Specify type of Identification)

[Signature]  
Notary Public Tammy Burkard

10/11/2026

My commission expires

SECTION 00 45 13

STATEMENT OF BIDDER'S QUALIFICATIONS

To: Nassau County Board of County Commissioners
Project: Amelia Island Trail Segment 1 Rebid
Date: February 1, 2023 Bid No. NC23-010-ITB

The following experience record, as of date shown, shall be submitted to the County with the Bid Form. All questions shall be answered fully. Bidders who have qualified to bid on other projects for this County within the last 12 months need not resubmit this form unless specifically requested by the County. The contents of this form will be considered confidential to the extent allowed by applicable laws and regulations.

Name of Bidder: CGC, Inc. Richard C. Gaskin, Jr., President
Business Address: 7036 W. 12th Street
Jacksonville Florida 32220
City State Zip Code

- 1. Number of years in business as a Contractor under the present: 7 Years
Business Name CGC, Inc.
As Principal Contractor 6 Years As a Sub-Contractor 7 Years
2. Class of work you are equipped to perform: Grading, Drainage, Concrete
3. Class of work you usually sublet: Asphalt, Pavement Markings, Electric
4. Have any members of your concern ever operated under any other business name? Yes
If so, give details: Richard C. Gaskin, Jr. is President of CGC, Inc. and Vice President of BGCO, Inc.
Richard C. Gaskin is Vice President of CGC, Inc. and President of BGCO, Inc.
5. Have you ever failed to qualify as a responsible bidder? No. If so, give details.
6. Have you ever refused to enter into a contract after the award is made to you? No.
If so, give details.
7. Have you ever failed to complete any work? No. If so, give details:

8. Has any surety or financial institution ever experienced loss on your concern? No.

If so, give details: \_\_\_\_\_

9. Give name and address of the County, type of work, and the contract amount of at least three projects completed in the last three years:

	(1)	(2)	(3)
Project Owner:	Florida School for the Deaf and the Blind St. Johns County	The City of Jacksonville Duval County	The City of Jacksonville (c/o Public Works Department) Duval County
Project Manager:	Addison Burns, III	Frederick Sumter	Thomas McKnight
Email:	burnsh@fsdbk12.org	fsumter@coj.net	McKnight@coj.net
Phone No:	(904) 827-2371	(904) 255-8760	(904) 255-8744
Address:	207 N. San Marco Avenue	214 N. Hogan St, 10th Floor	214 North Hogan Street, 10th Floor
City, State, Zip:	St. Augustine, FL 32084	Jacksonville, FL 32202	Jacksonville, Florida 32202
Type of Work:	Roadway West Improvements	Huguenot Memorial Park Access Road Improvements	Roadway Construction, Drainage, Concrete, Signalization, Bridge
Contract Amt:	\$ 1,027,380.20	\$ 3,115,734.00	\$ 2,779,349.89

10. Give name and address of the County, type of work, and contract amount of projects now in process of construction:

Name	Address	Type of Work	Contract Amount
Owner: City of Fernandina (Nassau County) A. 1180 S. 5th St., Fernandina Beach, FL 32034		Roadway Improvements	\$ 495,668.80
Owner: City of Fernandina (Nassau County) B. 1180 S. 5th St., Fernandina Beach, FL 32034		Airport Apron Pavement & drainage improvements	\$ 1,337,187.00
Owner: The City of Palatka (Putnam County) C. 201 North Second Street, Palatka, FL 32177		St. Johns Avenue Streetscape Improvements	\$ 1,727,747.00
Owner: FBCJAX HOLDINGS LLC D. Prime: Williams & Rowe Company, Inc.	1770 Valley Ridge Blvd. (Duval County) Jacksonville, FL 32256	Addition; Sitework Only	\$ 1,241,747.00
Owner: Keystone Heights Airport Authority E. 7150 Airport Rd, Starke, FL 32091 (Clay County)		Reconstruct Existing Airport Taxi lanes	\$ 2,052,556.95
Owner: City of Lake City (Columbia County) 205 N Marion Ave., Lake City, FL 32055		Realignment of Taxiway C & the Milling & Overlay of the Terminal Apron and Taxi lanes	\$2,509,228.50

11. Indicate your experience in the construction of work similar to this project (if not demonstrated by Questions 9 and 10, above):

CGC, Inc.'s 5 year job history report is attached.

12. Give construction experience of principal individuals of your organization:

Name	Position	Years of Experience	Size and Type of Work
A. Richard C. Gaskin, Jr.	President / Project Manager	10	Up to 95 Million - Civil Construction

- B. Jonathan B. Barton Project Manger 11 Years Up to 28 Million - Civil Construction
- C. Mark Barton Superintendent 32 Years Up to 5 Million - Civil Construction
- D. James O'Steen Operator / Superintendent 36 Years Up to 5 Million - Civil Construction
- E. Richard C. Gaskin Vice President / Estimator 36 Years Up to 5 Million - Civil Construction

13. Are there any judgments, suits, or claims pending against you? No. If so, give details:

\_\_\_\_\_

14. Does your organization operate as a corporation, partnership, or individual? Corporation

A. If a corporation, when incorporated: 6/10/2015

In which state incorporated: Florida

List name, title, and address of all officers:

	Name	Title	Address
(1)	<u>Richard C. Gaskin, Jr.</u>	<u>President</u>	<u>7036 W. 12th St., Jacksonville, FL 32220</u>
(2)	<u>Richard C. Gaskin</u>	<u>Vice President</u>	<u>7036 W. 12th St., Jacksonville, FL 32220</u>
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

B. If a partnership, date of organization: N/A

General, Limited, or Associated? \_\_\_\_\_

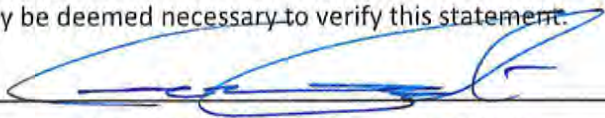
List name, address, and proportional interest of parties:

	Name	Address	Proportional Interest
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

15. If requested prior to award of contract, provide to the County an accurate, up-to-date, condensed financial statement on a separate sheet attached to these qualifications of the individual, co-partnership, or corporation. Yes



The undersigned hereby declares and certifies that the foregoing is a true statement of the experience and condition of the organization, therein first given and that any agency or individual herein named authorized to supply any information as may be deemed necessary to verify this statement.

Signed 

Title Richard C. Gaskin, Jr., President

State of: Florida

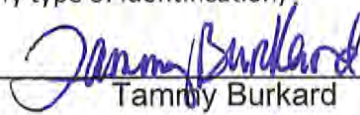
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 1st day of February, 20 23.

Personally known  or Produced Identification N/A

(Specify type of Identification)



  
Notary Public Tammy Burkard

10/11/2026  
My commission expires

**SECTION 00 45 20****DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_

CGC, Inc. (print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Richard C. Gaskin, Jr., President



Authorized Signature

February 1, 2023

Date Signed

State of: Florida

County of: Duval

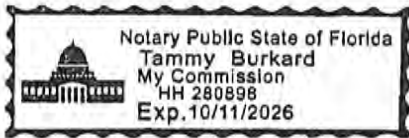
Sworn to and subscribed before me by means of  physical presence or  online notarization, this 1st day of February, 2023.

Personally known  or Produced Identification N/A

(Specify type of Identification)

*Tammy Burkard*  
Notary Public Tammy Burkard

10/22/2026  
My commission expires



**SECTION 00 45 30**

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

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

STATE OF Florida  
COUNTY OF Duval

Before me, the undersigned authority, personally appeared Richard C. Gaskin, Jr. who being  
by me first duly sworn, made the following statement:

1. The business address of CGC, Inc.  
(firm name of Bidder/Contractor)  
is 7036 W. 12th Street, Jacksonville, FL 32220

2. My relationship to CGC, Inc.  
(firm name of Bidder/Contractor)  
is President  
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication or guilt, in any federal or state trial of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under control of any natural person with is active in management of the entity and who has been convicted of a public entity crime; (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.



6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of a public entity crime subsequent to July 1, 1989.

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

~~7. There has been a conviction of a public entity crime by Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member, or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest of the name of the convicted person or affiliate to appear on the convicted vendor list.~~

~~The name of the convicted person or affiliate is \_\_\_\_\_.~~

~~A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through Paragraph 7 if Paragraph 6 above applies.)~~

  
CGC, Inc., (Signature) Richard C. Gaskin, Jr., President

Sworn to and subscribed before me by means of  physical presence or  online notarization, in the State and County first mentioned above on the 1st day of February, 2023.

  
Notary Public Tammy Burkard

10/11/2026  
My commission expires

(affix seal)



Invitation to Bid

Amelia Island Trail Segment 1

NC23-010-ITB

SECTION 00 45 35


BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION,  
AND SURETY COMPLETION, LAST THREE (3) YEARS

Project	Name and Address of Owner or Engineer	Name and Phone of Owner or Engineer Representative	Date of Contract	Amount	Status
NONE					

CGC, Inc.

(Signed) 

Print Name Richard C. Gaskin, Jr., President

Subscribed and sworn to before me  
 this 1st day of February, 2023  
  
 Notary Public Tammy Burkard  
 My commission expires 10/11/2026

Section 00 45 35-1



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

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on February 1, 2023  
(Letting Date)

Fill in your FDOT Vendor Number  
VF F 3 7 1 7 8 5 6 5 7 0 0 1  
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) \$ 3,201,600.00

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

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct. of CGC, Inc.  
NAME OF FIRM

Sworn to and subscribed this 1st day By: Richard C. Gaskin, Jr.  
February, 20 23  
President  
Title

**STATUS OF CONTRACTS ON HAND**

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

1 PROJECTS OWNER, LOCATION AND DESCRIPTION	2 CONTRACT (OR SUBCONTRACT) AMOUNT	3 AMOUNT SUBLET TO OTHERS	4 BALANCE OF CONTRACT AMOUNT	5 UNCOMPLETED AMOUNT TO BE DONE BY YOU		6
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
The City of Jacksonville, Florida Deerwood Park Blvd, Jacksonville, FL 32256, Duval County, FL Deerwood Park Blvd Roadway & Bridge Improvements (COJ# 70449-04)	\$2,798,800.00	\$1,446,600.00	\$1,352,200.00	\$100.00		
JEA, 21 W. Church Street, Jacksonville, FL 32202, JEA PO# 189175 Deerwood Park Blvd, Jacksonville, FL 32256, Duval County, FL Deerwood Park Blvd Roadway & Bridge Improvements (JEA PO# 189175)	\$291,500.00	\$275,000.00	\$16,500.00	\$0.00		
City of Fernandina Beach, Fernandina Beach, FL 32034, Nassau Co., FL Intersection of Ash Street, Centre Street & Alachua Street to Front Street Waterfront Roadway Improvements	\$1,217,600.00	\$100,000.00	\$1,117,600.00	\$5,000.00		
Florida Inland Navigation District Nocatee Parkway (30.117397N/ 81.404879W), St. Johns Co., FL 32081 F.I.N.D. S.J-14 Weir and Walkway Replacement	\$1,154,700.00	\$500,000.00	\$654,700.00	\$0.00		
City of Fernandina Beach, Florida Fernandina Beach Municipal Airport Fernandina Beach, Nassau County, FL 32034 Transient Aircraft Parking Apron Rehabilitation	\$1,337,100.00	\$600,000.00	\$737,100.00	\$50,000.00		
Keystone Heights Airport Authority Keystone Heights Airport, Keystone Heights, Clay County, FL 32091 Reconstruct Existing T-Hangar Taxilanes	\$2,052,500.00	\$900,000.00	\$1,152,500.00	\$800,000.00		
City of Lake City Lake City Gateway Airport, Columbia County, FL32055 Realignment of Taxiway C and the Milling and Overlay of the Terminal Apron and Taxilanes.	\$2,509,200.00	\$1,000,000.00	\$1,509,200.00	\$1,509,200.00		
FBCJAX HOLDINGS LLC via Williams & Rowe Company, Inc. First Baptist Church of Jacksonville at Nocatee, Duval County, FL 32256 Sitework Only for Addition	\$1,241,700.00	\$400,000.00	\$841,700.00			\$587,300.00
The City of Palatka, 201 North Second Street, Palatka, FL 32177 St. Johns Avenue, Palatka FL 32177 St. Johns Avenue Streetscape Improvements	\$1,727,700.00	\$1,227,700.00	\$500,000.00	\$250,000.00		
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$2,614,300.00	\$587,300.00	
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)				\$3,201,600.00		



**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: CGC, Inc.



By: Richard C. Gaskin, Jr. Date: 2/01/2023 Authorized Signature

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

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

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>CGC, Inc.</u> <u>7036 W. 12th Street</u> <u>Jacksonville, FL 32220</u> Congressional District, if known: 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature:  CGC, Inc. Print Name: <u>Richard C. Gaskin, Jr.</u> Title: <u>President</u> Telephone No.: <u>(904) 783-4119</u> Date (mm/dd/yyyy): <u>02/01/2023</u>	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR § 29**

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
MANAGING DISTRICT: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: Nassau County  
BID LETTING OF: Board of County Commissioner  
Nassau County, Florida

I, Richard C. Gaskin, Jr., hereby declare that I am  
(NAME)  
President of CGC, Inc.  
(TITLE) (FIRM)  
of Jacksonville, Florida  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.



9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:
- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
  - (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
  - (d) has within a three-year period preceding this certification had one or more Federal, State, or local government public transactions terminated for cause or default.
10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

N.A.

(Any exception listed above will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

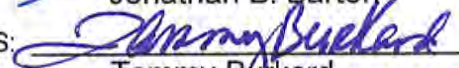
I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: CGC, Inc. (Seal)

BY: Richard C. Gaskin, Jr., President  
NAME AND TITLE PRINTED

WITNESS:   
Jonathan B. Barton

BY:   
SIGNATURE

WITNESS:   
Tammy Burkard

Executed on this 1st day of February, 2023

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

**REQUIRED CONTRACT PROVISIONS**

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

**Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

*Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*

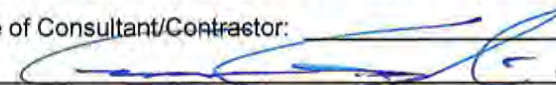
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
 INELIGIBILITY AND VOLUNTARY EXCLUSION-  
 LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**  
 (Compliance with 2 CFR Parts 180 and 1200)

375-030-32  
 PROCUREMENT  
 11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: CGC, Inc.  
 By:  , Richard C. Gaskin, Jr.  
 Date: 2/01/2023  
 Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Additional LAP Provisions

**Local Agency Program Agreement 439496-1-58-01**

**Section 14.f**

Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property

Included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

**Local Agency Program Agreement 439496-1-58-01**

**Section 15.c**

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

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

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

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

**Local Agency Program Agreement 439496-1-58-01**

**Section 17.o**

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





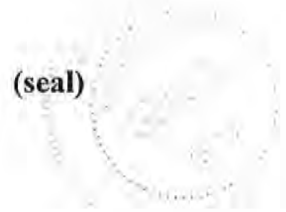
**STATE OF FLORIDA  
COUNTY OF DUVAL**

**I HEREBY CERTIFY**

THAT Richard C. Gaskin, Jr., is President/Secretary of CGC, Inc., located at 7036 W 12<sup>th</sup> St., Jacksonville, FL 32220 and he is hereby authorized to execute the Bid Documents dated, February 1, 2023, and that his execution thereof, attested by the Vice President/Assistant Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the corporation this 1<sup>st</sup> day of February, 2023.

  
Richard C. Gaskin, Vice President/Assistant Secretary



Sworn and subscribed to me this 1<sup>st</sup> day of February, 2023

Notary Public

Signature 

Printed Tammy Burkard



My Commission Expires: 10/11/2026



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GASKIN, RICHARD CANNON JR**

CGC INC  
7036 W 12TH ST  
JACKSONVILLE FL 32220

LICENSE NUMBER: CGC1524573

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

**GASKIN, RICHARD CANNON JR**

CGC INC  
7036 W. 12TH STREET  
JACKSONVILLE FL 32220

LICENSE NUMBER: CUC1225351

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

**2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**  
**Jan 03, 2023**  
**Secretary of State**  
**3784771858CC**

DOCUMENT# P15000050530

**Entity Name:** CGC, INC.

**Current Principal Place of Business:**

7036 W 12TH ST  
JACKSONVILLE, FL 32220

**Current Mailing Address:**

7036 W 12TH ST  
JACKSONVILLE, FL 32220 US

**FEI Number:** 37-1785657

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

GASKIN, RICHARD CANNON JR  
4260 MCGIRTS BLVD.  
JACKSONVILLE, FL 32210 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title PTSD  
Name GASKIN, RICHARD CANNON JR  
Address 4260 MCGIRTS BLVD.  
City-State-Zip: JACKSONVILLE FL 32210

Title VPAS  
Name GASKIN, RICHARD C.  
Address 4965 LONG BOW ROAD  
City-State-Zip: JACKSONVILLE FL 32210

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: RICHARD CANNON GASKIN, JR.

PRESIDENT

01/03/2023

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date



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

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

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

CGC, INC  
7036 W 12TH ST  
JACKSONVILLE, FL 32220

**ACCOUNT NUMBER:** 273299  
**BUSINESS NAME:** CGC, INC  
**PHYSICAL ADDRESS:** 7036 W 12TH ST  
JACKSONVILLE, FL 32220

**CLASSIFICATION CODE:** 309001 CONTRACTOR - ALL TYPES

**STATE LICENSE NO:** CGC1524573

**COUNTY TAX:** 11.25  
**MUNICIPAL TAX:** 36.25  
**COUNTY LATE PENALTY:** 0.00  
**MUNICIPAL LATE PENALTY:** 0.00  
**TOTAL TAX:** 47.50

RENEWAL

**VALID UNTIL September 30, 2023**

**\*\*\*ATTENTION\*\*\***

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

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

JIM OVERTON, TAX COLLECTOR

**THIS BECOMES A RECEIPT AFTER VALIDATION.**

Paid 22081200005041 08/12/2022 \$ 47.50





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

May 13, 2022

CGC, INC.  
7036 W 12TH STREET  
JACKSONVILLE, FLORIDA 32220

**RE: CERTIFICATE OF QUALIFICATION**

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

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Grout Filled Mat, Miscellaneous Concrete Paving, Underground Utilities, Retaining Wall, Rip Rap.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

**[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "A" at the end.

for Alan Autry, Manager  
Contracts Administration Office

AA:cg





Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <p style="text-align: center; font-size: 1.2em;">CGC, Inc.</p>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <p style="text-align: center; font-size: 1.2em;">7036 W. 12th Street</p>	Requester's name and address (optional) Board of County Commissioners Nassau County, Florida 96135 Nassau Place, Suite 1 Yulee, Florida 32097
<b>6</b> City, state, and ZIP code <p style="text-align: center; font-size: 1.2em;">Jacksonville, FL 32220</p>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
3	7	-	1	7	8	5	6	5	7

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Richard C. Gaskin, Jr. President	Date ► 2/01/2023
------------------	----------------------------	-------------------------------------	------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN); individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*







- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

**CONTRACT TERMINATION:**

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

**EXHIBIT "A"**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

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

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

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



Print Name: Richard C. Gaskin, Jr., President

Date: February 1, 2023

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2/01/23 (Date) by Richard C. Gaskin, Jr. (Name of Officer or Agent, Title of Officer or Agent) of CGC, Inc. (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced N.A. as identification.

  
Notary Public

Tammy Burkard  
Printed Name



My Commission Expires: 10/11/2026



Welcome

Tammy Burkard

## Company Information

Company Name

CGC, Inc.

Company ID Number 1171537

Doing Business As (DBA) Name --

DUNS Number

090136554

### Physical Location

Address 1

7036 W. 12th Street

Address 2

--

City

Jacksonville

State

FL

Zip Code

32220

County

DUVAL

### Additional Information

Employer Identification Number

371785657

Total Number of Employees

10 to 19

Parent Organization

--

Administrator

--

### Organization Designation

Employer Category

Federal Contractor without FAR E-Verify Clause

NAICS Code

237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

*News Flash:*[SSA Resumes E-Verify Operations \(/social-security-administration-resumes-e-verify-operations\).](#)

## E-Verify (1)

### HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state)** – The geographic location(s) of hiring sites, by state, reported by the employer.

#### Parameters:

- USCIS updates the search tool data every quarter. However, employer status may be updated as needed.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- [Review Employer Data Parameters \(/employer-data-parameters\)](#)

### Search

[Employer \(?business-name=cgc%2C%20inc&hiringstates%5B0%5D=11&field\\_account\\_status\\_value=Open&items\\_per\\_page=10&viewsreference%5B](#)

CGC, Inc.

Showing 1 to 1 of 1 entries.

**ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?**



*News Flash:*[SSA Resumes E-Verify Operations \(/social-security-administration-resumes-e-verify-operations\)](#).

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### Search

[Employer \(?business-name=kudzue&field\\_account\\_status\\_value=All&items\\_per\\_page=10&viewsreference%5Bdata%5D%5Bargument%5D=&viewsr](#)

Kudzue 3 Trucking Inc

Showing 1 to 1 of 1 entries.

**ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?**

**News Flash:**

[SSA Resumes E-Verify Operations \(/social-security-administration-resumes-e-verify-operations\).](#)

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## E-Verify <sup>(/)</sup>

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  - [Review Employer Data Parameters \(/employer-data-parameters\)](#)
- 

### Search

[Employer \(?business-name=traffic%20control%20products%20of%20fl&field\\_account\\_status\\_value=All&items\\_per\\_page=10&viewsreference%5Bda](#)

---

Traffic Control Products of Fl., Inc.

Showing 1 to 1 of 1 entries.

**ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?**



*News Flash:*[SSA Resumes E-Verify Operations \(/social-security-administration-resumes-e-verify-operations\).](#)

## E-Verify<sup>(/)</sup>

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- [Review Employer Data Parameters \(/employer-data-parameters\)](#)

### Search

[Employer \(?business-name=miller%20electric%20company&hiringstates%5B0%5D=11&field\\_account\\_status\\_value=Open&items\\_per\\_page=10&vie](#)

Miller Electric Company

Showing 1 to 1 of 1 entries.

**ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?**

*News Flash:*[SSA Resumes E-Verify Operations \(/social-security-administration-resumes-e-verify-operations\).](#)

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## HOW TO FIND PARTICIPATING EMPLOYERS

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- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state)** – The geographic location(s) of hiring sites, by state, reported by the employer.

### Parameters:

- USCIS updates the search tool data every quarter. However, employer status may be updated as needed.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- [Review Employer Data Parameters \(/employer-data-parameters\)](#)

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## Search

[Employer \(?business-name=liberty%20trucking%20llc&hiringstates%5B0%5D=11&field\\_account\\_status\\_value=Open&items\\_per\\_page=10&viewsref](#)

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Liberty Trucking LLC.

Showing 1 to 1 of 1 entries.

**ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?**



*News Flash:*[SSA Resumes E-Verify Operations \(/social-security-administration-resumes-e-verify-operations\)](#)

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## HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state)** – The geographic location(s) of hiring sites, by state, reported by the employer.

### Parameters:

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- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- [Review Employer Data Parameters \(/employer-data-parameters\)](#)

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## Search

[Employer \(?business-name=rinker%20materials&hiringstates%5B0%5D=45&field\\_account\\_status\\_value=Open&items\\_per\\_page=10&viewsreference](#)

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Hydro Conduit

Rinker Materials

Showing 1 to 2 of 2 entries.

**ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?**







CIVIL | GENERAL

CGC, Inc.

5 YEAR JOB HISTORY

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-22-04	<b>CDBG Louie Carter Road Resurfacing</b> Roadway improvements along Louie Carter Road from CR 218 to Centerwood Ave. for the FY2021-2022 CDBG Program. Work activities include but are not limited to the following: AC SP – 9.5 Traffic Level B, milling, and pavement marking.	Clay County, FL	\$250,706.16	2022 / 2022 February / August	Clay County Board of County Commissioners, 477 Houston St., Green Cove Springs, FL 32043 Stephen E Koteras, Senior Construction Project Manager Clay County Engineering Department Stephen.koteras@claycounty.gov Ph: (904) 289-6301 Cell:904-627-9138 PO# 1001987, Contract No. 2021/2022-187	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM  Jobsite Address: Louie Carter Road from CR 218 to Centerwood Ave, Clay County, Florida 32234
C-22-01	<b>F.I.N.D. SJ-14 Weir and Walkway Replacement</b> Excavation of a portion of the earthen embankment to remove/replace buried piping. Fabrication and installation of three steel box weirs. Installation of 3ft thick concrete foundation for steel box weirs and associated foundations of walkway footers. Fabrication and installation of aluminum access walkway structure. Installation of fusion-welded HDPE piping including all piping, fittings, and pipe hold-down footers. Reconstruction of the earthen embankment, grading, grassing, and other associated work.	St. Johns County, FL	\$1,163,187.00	2022 / 2022 February / August	Florida Inland Navigation District 1314 Marcnski Rd , Jupiter, FL 33477 (561) 627-3386 Taylor Engineering 10199 Southside Blvd., Suite 310 Jacksonville, Florida 32256 Certificate of Authorization #4815 Ph: (904) 731-7040 Fx: (904) 731-9847 Jonathan (JB) Brunfield, P.E. jbrunfield@jaykorengineering.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite: St. Johns Co. Nocatee Parkway (30.117397N / 81.404879W) St. Johns County, FL 32081 The SJ-14 project area is — located about 1.5 miles west of the IOWM, just west of the intersection of Davis Park Road and Nocatee Parkway in St. Johns County
C-21-01	<b>Palatka Transportation Hub (Palatka Train Depot)</b> Construction of a new parking lot for a train station. Work items include pavement demolition, earthwork, curb and sidewalk, 15.5" aggregate base construction with geotextile fabric and geogrid layers, permeable concrete pavers, pavement markings, signage, and coordination with Florida Power and Light to install the lighting system.	Putnam County, FL	\$1,394,500.01	2021 / 2022 June / June	The City of Palatka 201 North Second Street, Palatka, FL 32177 Mandi Tucker, Grants Administrator/PM (386) 329-0100, mtucker@palatka-fl.gov Via Landscape Architect, Ayres Associates 8875 Hidden River Parkway, Suite 200 Tampa, FL 33637-1035 Chris Silewski, PLA, (813) 978-8688 SilewskiC@AyresAssociates.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM  Jobsite Address: Palatka Transportation Hub (Palatka Train Depot Site) 220 N. 11th St Palatka, FL 32177
C-20-06	<b>Runway 4-22 Rehabilitation</b> <b>Fernandina Beach Municipal Airport</b> Bituminous pavement rehabilitation and reconstruction of the southwestern most portion of Runway 4-22 (3,800-foot long by 100-foot wide), replacement of edge and threshold lights with new LED fixtures, isolation transformers, and cable, replacement of existing constant current regulator, installation of new pavement marking for entire runway length, pipe lining approximately 2,300 feet of 18", 24" and 30" RCP, and top soiling and sodding.	Nassau County, FL	\$2,228,223.05	2020 / 2021 Oct / Jan	The City of Fernandina Beach Fernandina Beach Municipal Airport CITY OF FERNANDINA BEACH, 204 Ash Street, Fernandina Beach, FL 32034  Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 Brad Wentle, PE PH (904) 224-7089, FX (904) 757-6107 bwentle@passero.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM  Jobsite Address: Fernandina Beach Municipal Airport 700 Airport Road Fernandina Beach, FL 32034



CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-20-05	<b>Taxiway D Reconstruction Northeast Florida Regional Airport</b> Relocation of 2,000 LF x 35 feet wide Taxiway D, reconstruction of 410 LF x 35 feet wide Taxiways D3 & D4, and reconstruction/new-construction of associated (attached) taxiway connectors. Also included is replacement of associated edge lighting and required airfield signage, and stormwater drainage improvements including new dry stormwater ponds and the enclosure of 1,350 LF of existing open ditches.	St. Johns County, FL	\$3,146,043.99	2021 / 2021 March / Sept	St. Augustine – St. Johns County Airport Authority 4796 U.S. 1 North St. Augustine, FL 32095  Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 Brad Wentle, PE PH (904) 224-7089, FX (904) 757-6107 bwentle@passero.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM  Jobsite Address: Northeast Florida Regional Airport 4900 US Highway 1, North St. Augustine, FL 32095
C-20-04	<b>North Tank Trail Emergency Repair (#212074) Camp Blanding Joint Training Center</b> Clearing & Grading 300' section of road, Drainage, Rip Rap with fabric underlayment and articulating concrete block (aka concrete waffles).	Clay County, FL	\$318,747.00	2020 / 2020 Aug / Nov	The Department of Military Affairs 2305 State Road 207 St. Augustine, FL 32086 Project#212074 William R. (Bill) Webber, Project Manager (BLDG.# 2067) Cell (904) 682-2201 william.r.webber.mng@mail.mil	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Camp Blanding Joint Training Center, 5629 State Road 16 West, Building 3010 Starke, FL 32091
C-20-03	<b>Miner Road Widening</b> Clearing & Grubbing, Widening of existing asphalt pavement, Resurfacing of existing asphalt pavement, Drainage Structure, Concrete Curb & Gutter, Type F Concrete Sidewalk, Removal of Existing Concrete, Earthworks, Sodding, Erosion Control, Traffic maintenance and protection, Signing & Pavement Markings & Signalizations	Nassau County, FL	\$149,869.43	2020 / 2020 June / Oct	Contract CS-19-247 / CM2835 ITB# NC20-003 Nassau County Board of County Commissioners, Contract Management Department, 96135 Nassau Place, Suite 2 Yulee, Florida 32097 Robert Companion, Project Manager (904) 530-4060 rcompanion@nassaucountyfl.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM  Jobsite Address: Nassau Co. @ Miner Road
C-20-02	<b>JEA - Deerwood Park Blvd Roadway &amp; Bridge Improvements (JEA's portion of project) (JEA PO# 189175)</b>	Duval County FL	\$291,507.00	2020 / 2021 June / June	JEA, 21 W. Church Street Jacksonville, FL 32202 JEA PO# 189175 / JFB# CP-0635-19 Michael R. Barber, BarBMR@jea.com Off: 904-665-6754 / Cell: 904-591-5725	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM
C-20-01	<b>COJ - Deerwood Park Blvd Roadway &amp; Bridge Improvements</b> (COJ Contract# 10449-04) Roadway construction, bridge construction, concrete and asphalt removal, drainage removal, concrete pavement, drainage construction, curb and gutter, lighting construction, signalization construction, ITS construction, utility adjustments, utility construction and sodding.	Duval County, FL	\$2,798,861.89	2020 / 2021 June / June	The City of Jacksonville, Florida (c/o Public Works Department) 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202 Contract# 10449-04 Thomas McKnight, Capital Improvement Construction Manager 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202 (904) 255-8744 / MCKnight@coj.net	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM  Jobsite Address: Deerwood Pk Blvd & Centurion Parkway North (General Area) Jacksonville 32256
C-19-09	<b>Huguenot Revestment (Huguenot Memorial Park Access Road and Revestment Rehabilitation)</b> Roadway construction and revestment rehabilitation at Huguenot Memorial Park (COJ Contract# 10449-03)	Duval County, FL	\$3,115,734.00	2020 / 2021 Mar / June	The City of Jacksonville, Florida Frederick Sumter, Project Manager Public Works- Engineering & Construction Management (904) 255 8760 214 North Hogan Street, 10th Floor Jacksonville, Florida 32202 fsunter@coj.net Contract# 10449-03 / ITB# CF-0191-19	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM  Jobsite Address: 10980 Heckschter Drive Jacksonville, FL 32226



CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTRACT INFORMATION	PRIME & JOBSITE ADDRESS
C-19-08	<b>FIND-Dredged Material Management Area Du-2 &amp; S.J-1 Shoreline Improvements;</b> Bank & Shore Reveatment Shoreline protection and general site work at DMM-A DU-2 and S.J-1. Scope of work includes stone placement, constructing off loading pads, road stabilization and grading, and grassing and shoreline planting.	Duval County, FL & St. Johns County FL	\$1,488,497.00	2019 / 2020 Nov / June	Florida Inland Navigation District (F.I.N.D.) 1314 Marinski Road, Jupiter, FL 33477 PH (561) 627-3386, Janet Zimmerman Assistant Executive Director jzimmerman@aicow.org Taylor Engineering, Inc., 10199 Southside Blvd., Suite 310, Jacksonville, FL 32256 Milch Doil, P.E. Waterfront Engineer PH (904) 256-1343 mdoil@taylorengeenineering.com	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: Duval Co. Project Location:(East of Sawpili Rd) SECTION: 38, TOWNSHIP: 01N RANGE: 28E St. Johns Co. Project Location (West of Matanzas River) SECTION: 15 TOWNSHIP: 9S, RANGE: 30E
C-19-07	<b>Palatka RW 17 &amp; TW C3 Improvements,</b> <b>Palatka Municipal Airport</b> Removal and Construction of Taxiway C3, Airport Lighting & Markings at RW 17, Subgrading Grading, Drainage, Ponds, Storm Sewer, Muck Excavation, Finish Grading Limerock, Asphalt Paving, Relocate Signs, Taxiway Edge Lighting, Runway Edge Lighting, Pavement Markings	Putnam County, FL	\$393,802.06	2020 / 2020 Feb / April	City of Palatka, Clerk of Courts Office 201 N. 2nd Street, Palatka FL 32177 PH (386) 329-0100, FX (386)-329-0106, Betsy J. Driggers, Intern City Manager, bdriggers@palatka-fl.gov Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine FL 32095-6116 PH (904) 757-6106 / FX (904) 757-6107 David F. Harris III, Senior Construction Inspector, DHarris@passero.com PASSERO PROJECT# 24000010.0056	Prime: CGC, Inc. Mark Barton, Superintendent Jonathan Barton, PM Jobsite Address: 4015 Reid Street (Hwy 100) Palatka, FL 32177
C-19-06	<b>FSDB Maintenance Contract Work (Activation #1)</b> (Site Contractor Services Solicitation# RFP-18-017) Contract Activation #1, Sidewalk at Gore Hall and Near Dumpster Pad	St. Johns County, FL	\$54,440.00	2019 / 2019 Sept / Sept	Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnsh@fsdk12.org PH (904) 827-2371, FX (904)-827-2331 Solicitation# RFP-18-017 / Activation #1 FSDB Contract# C18024, FLID# 00911	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Florida School for the Deaf & the Blind 207 N. San Marco Ave. St. Augustine, FL 32084
C-19-05	<b>CR121 Storm Drain Replacement</b> Removed failed CMP Storm Drain Culvert and replaced with two runs of 48" ERCP, forty feet in length each run at the existing elevation of the flowline of the drainage canal. Grassed all slopes and disturbed areas. Project included asphaltting & striping.	Nassau County, FL	\$140,915.00	2019 / 2020 Dec / Jan	Nassau County Board of County Commissioners 76347 Veterans Way, Suite 4000 Yulee, FL 32097 David Hearn, Assistant Road Director dhearn@nassaucountyfl.com PH (904) 530-6175 / FX (904) 845-3613 CELL (904) 753-4005 PO# 19000373-00	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: CR121 Nassau Co. Owner: Nassau County Road & Bridge 37356 Pea Farm Road Hilliard, FL 32046
C-19-04	<b>FSDB Campus Infrastructure, Roadway Improvements West (Utility Admin)</b> City of St. Augustine's Sanitary Sewer Work portion of FSDB Roadway West Project.	St. Johns County, FL	\$97,462.00	2019 / 2019 May / July	City of St. Augustine Public Works Department, PO Box 210 St. Augustine, FL 32085-0210 Jonathan C. Foster, P.E. jfooster@citystaug.com, PH (904) 209-4273 PO#20191057-02 FY 2019	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Florida School for the Deaf & the Blind, 207 N. San Marco Ave., St Augustine, FL 32084
C-19-03	<b>FSDB Campus Infrastructure, Roadway West Improvements - RFP-18-074 FSDB</b> Roadway improvements of portions of the site's West perimeter road to include but not limited to; asphalt milling, grading, limerock, paving, culvert, striping, drainage structures, underground utilities, irrigation, sodding, seeding, concrete curbs, sidewalk, standard & detectable warning pavers.	St. Johns County, FL	\$1,027,380.20	2019 / 2019 June / Aug	Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnsh@fsdk12.org PH: 904-827-2371 FX: 904-827-2331 Solicitation RFP-18-074 Contract# C18108; FLID: # 00980	Jobsite Address: Florida School for the Deaf & the Blind 207 N. San Marco Ave. St. Augustine, FL 32084



CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTRACT INFORMATION	PRIME & JOBSITE ADDRESS
C-19-02	<b>Belmore Forest Stream Crossing</b> Restoration of the trail road with the placement and stabilization of culverts in the stream bottom.	Clay County, FL	\$98,584.63	2019 / 2019 April / June	St. Johns River Water Management District 7775 Baymeadows Way, Suite 102, Jacksonville, FL 32256-7538 Ryan Spohn, Project Manager Rspohn@sjrwmnd.com PH (904) 448-7914 Custodian of Public Records: District Clerk (386) 329-4127 clerk@sjrwmnd.com Contract #33957	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Belmore State Forest located NE Florida in southern clay county approx. 15 miles west of Green Cove Springs and 20 miles SW of Orange Park
C-19-01	<b>North Point II Infrastructure</b> Demolition of asphalt, Concrete Pavement, and Utilities, Clearing and Grubbing, Pond Excavation, Fence, Storm Drainage, Asphalt Paving.	Duval County, FL	\$883,747.00	2019 / 2020 May / March	Northwest Jacksonville Community Development Corporation (NJCDC) (Northwest Jacksonville CDC) 3416 Moncrief Road Ste. 200 Jacksonville, FL 32209 Paul Tutwiler, CEO ptutwiler2003@yahoo.com PH (904) 598-9196 / FX (904) 598-9197 COJ Development # 9366.000	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: 3421 Moncrief Road Jacksonville, FL, 32209
C-18-09	<b>Landrum Middle School Drainage &amp; Pipe Damage Repair (Hurricane Irma Project)</b> Drainage Culvert and Pipe Damage Repair	St. Johns County, FL	\$112,747.00	2018 / 2018 Nov / Dec	St. Johns County School District SJCS Facilities New Construction 40 Orange Street, St. Augustine, FL 32084 Paul Rose, P.E., Executive Director for Facilities & Operations Paul.Rose@sjohns.k12.fl.us PH (904) 547-8150 / FX (904) 547-8155 Purchase Order# P050025 dated 9/27/18	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Alice B. Landrum Middle School 230 Landrum Ln Ponte Vedra Beach, FL 32082
C-18-08	<b>Huguenot Memorial Park - Access Road Improvements</b> Clearing and Grubbing, Earthwork, Drainage, Maintenance of Traffic, Asphalt Pavement, Concrete Sidewalk, Signage, Striping and Landscaping.	Duval County, FL	\$665,747.00	2018 / 2019 Oct / May	City of Jacksonville 117 W. Duval Street, Suite 480 Jacksonville 32202 Rob Bendig, Project Manager VIA Consulting Services, Inc. 10250 Normandy Blvd, Suite 304 Jacksonville, FL 32221 Ph (904) 783-9842 FX (904) 619-9617 rbendig@via-cs.com COJ Contract #10449-01	Jobsite Address: 10980 Heckschler Drive, Jacksonville, FL 32226
C-18-07	<b>Hogan's Creek Greenway- JEA Section (Lap Project)</b> Project includes all work necessary to construct 500 feet of asphalt and fencing as required in the plans.	Duval County, FL	\$192,953.78	2018 / 2018 Sept / Dec	City of Jacksonville, 117 W. Duval Street, Suite 480, Jacksonville 32202 Construction & Engineering Services Consultants, Inc. 9432 Baymeadows Road, Suite 100, Jacksonville, FL 32256 Lynn A. Westbrook, P.E., Sr. PM lwestbrook@candescosnults.com PH (904) 652-1186 / FX (904) 652-1191 COJ Contract# 10449 / Bid #CF-0013-18	Prime: CGC, Inc. JE A Jobsite Address: 1023 LAURA STREET NORTH RE #074239-0000 1002 MAIN STREET NORTH RE #070781-0100 JACKSONVILLE, FLORIDA 32202
C-18-06	<b>Allied Plastics Site Modification</b> Sidewalks, Curb & Gutter, Parking Lot, Building Pad Earthwork	Duval County, FL	\$102,189.00	2018 / 2018 Mar / Sept	Allied Plastics Co., Inc., 2001 Walnut Street Jacksonville, FL 32206 Crabtree Construction Company Ryan Crabtree, LEED AP PH (904) 354-3666 FX (904) 354-3770 ryan@crabtreeconst.com Subcontract No. 170021-04, Job No. 170021	Crabtree Construction Co. 4495-304 Roosevelt Blvd #318 Jacksonville, FL 32210 Jobsite Address: Allied Plastics Co., Inc. 2001 Walnut St Jacksonville, FL 32206

CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTACT INFORMATION	PRIME & JOBSITE ADDRESS
C-18-05	<b>CDBG 2018: JORDAN PARK WALKING PATH</b> The project consists of furnishing all labor, equipment and materials necessary for the site preparation and construction of approximately 850 linear feet (LF) of ADA compliant concrete walking path (sidewalk), 5' wide and 5" thick, within Jordan Park to provide patrons greater accessibility to park amenities	Duval County, FL	\$57,337.50	2018 / 2018 April / May	City of Atlantic Beach 1200 Sandpiper Lane Atlantic Beach, FL 32233 Scott Williams, Public Works Director swilliams@coab.us PH: (904) 247-5834, FX (904) 247-5843 CITY Bid #/Contract# 1718-04 PO# 181089	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Jordan Park 1671 Francis Avenue Atlantic Beach, FL 32233
C-18-04	<b>Road Paving and Repairs Various Schools Phase 4;</b> <b>Kirby Smith MS #25</b> * Parking Lot Addition (PO# 4518012562)	Duval County, FL	\$100,846.50	2018 / 2018 June / August	The School Board of Duval County, FL Office of Design & Construction 1701 Prudential Drive, 5th Floor Jacksonville, Florida 32207 Paul A. Soares, P.E. Executive Director, Design, Construction, and Contracts, SoaresP@duvalschools.org Project No. M-88380 / OFDC-ITB-004-18	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite/School Address: Kirby Smith Middle School #25 Parking Lot Addition 2034 Hubbard St. Jacksonville, FL 32206
C-18-03	<b>Road Paving and Repairs Various Schools Phase 3;</b> <b>San Pablo ES No. 80</b> * Entry Road Improvements	Duval County, FL	\$258,751.00	2018 / 2018 June / August	The School Board of Duval County, FL Office of Design & Construction 1701 Prudential Drive, 5th Floor Jacksonville, Florida 32207 Paul A. Soares, P.E., Executive Director, Design, Construction, and Contracts, SoaresP@duvalschools.org PH: (904) 390-2498, FX: (904) 390-2265 Project No. M-83580 / OFDC-ITB-003-18	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite/School Address: San Pablo Elementary School No. 80 801 18th Ave. N. Jacksonville Beach, FL 32250
C-18-02	<b>Road Paving and Repairs Various Schools Phase 3;</b> <b>Chaffee Trail ES No. 142</b> * Road Improvements	Duval County, FL	\$121,747.00	2018 / 2018 June / August	The School Board of Duval County, FL Office of Design & Construction 1701 Prudential Drive, 5th Floor Jacksonville, Florida 32207 Paul A. Soares, P.E. Executive Director, Design, Construction, and Contracts, SoaresP@duvalschools.org Project No. M-83580 / OFDC-ITB-003-18	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite/School Address: Chaffee Trail Elementary School No. 142 11400 Sam Caruso Way Jacksonville, FL 32221
C-18-01	<b>Vaulted Stormwater System At Palatka Riverfront Park</b> Convert ponds to underground stormwater retention systems.	Putnam County, FL	\$397,917.50	2018 / 2018 April / August	City of Palatka, 201 N. Second Street, Palatka, FL 32177; Passero Associates, LLC 4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 David F. Harris III, Senior Construction Inspector, DHarris@passero.com PH (904) 757-6106 / FX (904) 757-6107 Passero Project# 24000010.58 ITB No. 2018-02	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: 301 River Street Palatka FL 32177
C-17-05	<b>Orange Park Country Club Amenities Site Modifications</b> Site Modifications, Milling, Grading, Striping & Signage, Storm Drainage	Clay County, FL	\$112,222.00	2017 / 2018 Dec / Mar	Owner OPCC OA c/o Leland Management Orange Park Country Club Owner Association, Inc. Crabtree Construction Company Mike Crabtree, President mike@crabtreeconst.com PH (904) 354-3666 / FX (904) 354-3770 Subcontract No. 170020-01, Job# 170020	Crabtree Construction Company 4495-304 Roosevelt Blvd #318 Jacksonville, FL 32210 Jobsite Address: 620 Cherry Grove Road Orange Park, FL 32073



CGC Job #	PROJECT NAME & DESCRIPTION	PROJECT LOCATION	CONTRACT AMOUNT	YEAR STARTED/ YEAR COMPLETED	OWNER, ADDRESS, CONTRACT INFORMATION	PRIME & JOBSITE ADDRESS
C-17-04	<b>SE Toyota Intersection Improvements at Thelma St., Talleyrand Marine Terminal, at JAXPORT</b> Reconfiguration of storage lot entrance including asphalt paving, concrete paving, and concrete gravity wall.	Duval County, FL	\$93,747.00	2017 / 2017 Aug / Sept	Jacksonville Port Authority 2831 Talleyrand Avenue Jacksonville, FL 32206-0005 Robert Kretzschmar, Project Manager Robert.Kretzschmar@jaxport.com PH: (904) 357-3062 FX (904) 357-3077 Project No. T2017-02 Contract No. C-1563	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: JAXPORT, Talleyrand Marine Terminal, 2831 Talleyrand Ave., Jax, FL 32206
C-17-03	<b>Campus Infrastructure, Roadway (East) Improvements FSDB</b> Roadway improvements of portions of the site's perimeter road to include but not limited to: asphalt milling, grading, limerock, paving, culvert, striping, drainage structures, irrigation, sodding, seeding, concrete curbs, detectable warning ramps. Installed approximately 1006 LF of concrete and HDPE culvert, along with associated structures & MES.	St. Johns County, FL	\$1,312,525.64	2017 / 2018 June / February	Florida School for the Deaf and the Blind 207 N. San Marco Avenue St. Augustine, FL 32084 Addison Burns, III Project Manager burnsh@fsdbk12.org PH: 904-827-2371 FX: 904-827-2331 Project No. 2017-0003 / RFP-16-018	Prime: CGC, Inc. Mark Barton, Superintendent Richard C. Gaskin, Jr., PM Jobsite Address: Florida School for the Deaf & the Blind 207 N. San Marco Ave. St. Augustine, FL 32084



# CGC INC

Unique Entity ID <b>WXKJCTJ1N2J5</b>	CAGE / NCAGE <b>81Z86</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Oct 14, 2023</b>	
Physical Address <b>7036 12TH ST W Jacksonville, Florida 32220-2402 United States</b>	Mailing Address <b>7036 12TH ST W Jacksonville, Florida 32220-2402 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Florida 04</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Oct 18, 2022</b>	Submission Date <b>Oct 14, 2022</b>	Initial Registration Date <b>Feb 14, 2018</b>
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## Entity Dates

Entity Start Date <b>Jun 10, 2015</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Subchapter S Corporation</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

**Self Certified Small Disadvantaged Business**

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments  
**No** Debt Subject To Offset  
**No**

EFT Indicator  
**0000** CAGE Code  
**81Z86**

**Points of Contact**

**Electronic Business**

☒  
Richard C Gaskin Jr, President 7036 W 12TH Street  
Jacksonville, Florida 32220  
United States

**Government Business**

☒  
Richard C Gaskin Jr, President 7036 W 12TH Street  
Jacksonville, Florida 32220  
United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>238910</b>	<b>Site Preparation Contractors</b>
	<b>237310</b>	<b>Highway, Street, And Bridge Construction</b>
	<b>237990</b>	<b>Other Heavy And Civil Engineering Construction</b>
	<b>238990</b>	<b>All Other Specialty Trade Contractors</b>

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
<b>(blank)</b>	<b>(blank)</b>

States	Counties	Metropolitan Statistical Areas
<b>Florida</b>	<b>FL: Saint Johns, Putnam, Duval</b>	<b>FL: Jacksonville</b>





**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/27/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	<b>CONTACT NAME:</b> Abby Hinson <b>PHONE (A/C, No. Ext):</b> 904-421-8613 <b>E-MAIL ADDRESS:</b> ahinson@ghgins.com	<b>FAX (A/C, No):</b> 904-421-8601
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CGC Inc. 7036 West 12th Street Jacksonville FL 32220	<b>INSURER A:</b> Westfield Insurance Company	<b>NAIC #</b> 24112
	<b>INSURER B:</b> Westchester Surplus Lines Insurance Company	10172
	<b>INSURER C:</b> ICW Group	27847
	<b>INSURER D:</b> Progressive Express Insurance Company	10193
	<b>INSURER E:</b> StarStone Specialty Insurance Company	44776
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1794321659 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> 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 OTHER:	Y	Y	CWP5147175	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		964613595	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		74063N220ALI	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WFL505900802	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A B	Leased/Rented Equipment Installation Floater Pollution Liability			CWP5147175 CWP5147175 G71754157004	12/31/2022 12/31/2022 10/28/2022	12/31/2023 12/31/2023 10/28/2023	\$750,000 \$200,000 \$1,000,000/\$2,000,000 \$2,500 Ded, ACV \$500 Ded 2,500

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

<b>CERTIFICATE HOLDER</b>  Nassau County Board of County Commissioners 96135 Nassau Place, Suite 6 Yulee, FL 32097	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**EXHIBIT "I"****APPENDICES A and E**

Revised 01/2015

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

*Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



**EXHIBIT "J"**  
**LAP AGREEMENT**

CM2967

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FPN: 437334-1-58-01	FPN: 437334-1-68-02	FPN: _____
Federal No (FAIN): D220-075-B	Federal No (FAIN): D220-075-B	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: SA, TALT, TALU & TLWR	Fund: TALU	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: 74	Contract No: G1W64	
Recipient Vendor No: F591863042053	Recipient DUNS No: 829978514	
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 4/28/2021 | 1:16 PM EDT, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Nassau County ("Recipient").

(This date to be entered by DOT only)

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction and oversight of CEI project management of a bike path/trail on Amelia Island Parkway from SR A1A (Fletcher Ave) to Via Del Ray, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 710,925.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$710,925.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

- If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the



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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount



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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “E” to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:
- Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be



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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:  
  
 "No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."  
  
 The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.
- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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

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

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this



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Agreement, also executed a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**525-010-40  
PROGRAM MANAGEMENT  
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- f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Nassau County

By:

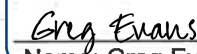


Name: Thomas R. Ford  
Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By:




Name: Greg Evans  
Title: District TWO Secretary

4/28/2021 | 1:16 PM EDT

Legal Review:

DocuSigned by:



4/28/2021 | 12:08 PM EDT

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 437334-1-58-01 & 68-02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Nassau County (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.837 Miles Total, from MP 0 to 0.72 and from MP 1.2 to 1.317.

**PROJECT DESCRIPTION:** The construction and oversight of CEI project management of a bike path/trail on Amelia Island Parkway from SR A1A (Fletcher Ave) to Via Del Ray

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by N/A
- d) Right-of-Way to be certified by N/A
- e) Construction contract to be let by 06/30/2021
- f) Construction to be completed by 12/31/2023

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Nassau County will provide project management of a consultant contract for construction inspection services which has been procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**


**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: Nassau County 96161 Nassau Place Yulee, FL 32097-8625	FINANCIAL PROJECT NUMBER: 437334-1-58-01, 68-02
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: ( )	\$ _____	\$ _____	\$ _____	\$ _____
FY: ( )	\$ _____	\$ _____	\$ _____	\$ _____
FY: ( )	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Design Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way- Phase 48</b>				
FY: ( )	\$ _____	\$ _____	\$ _____	\$ _____
FY: ( )	\$ _____	\$ _____	\$ _____	\$ _____
FY: ( )	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Right-of-Way Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: 2021 (SA)	\$ 245,792.00	\$ _____	\$ _____	\$ 245,792.00
FY: 2021 (TALT)	\$ 1,953.00	\$ _____	\$ _____	\$ 1,953.00
FY: 2021 (TALU)	\$ 212,145.00	\$ _____	\$ _____	\$ 212,145.00
<b>Total Construction Cost</b>	\$ 459,890.00	\$ 0.00	\$ 0.00	\$ 459,890.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: 2021 (TALU)	\$ 1,035.00	\$ _____	\$ _____	\$ 1,035.00
FY: ( )	\$ _____	\$ _____	\$ _____	\$ _____
FY: ( )	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total CEI Cost</b>	\$ 1,035.00	\$ 0.00	\$ 0.00	\$ 1,035.00
<b>(Construction-Phase 58-Continued )</b>				
FY: 2021 (TLWR)	\$ 250,000.00	\$ _____	\$ 250,000.00	\$ _____
FY: ( )	\$ _____	\$ _____	\$ _____	\$ _____
FY: ( )	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Additional Phase 58 Costs</b>	\$ 250,000.00	\$ 0.00	\$ 250,000.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 710,925.00	\$ 0.00	\$ 250,000.00	\$ 460,925.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:  
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amy Roberson  
 District Grant Manager Name

DocuSigned by:  
  
 Signature  
 4/27/2021 | 3:49 PM EDT  
 Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors-in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration*, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or



Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid-Highway-Act of 1973, (23 U.S.C. § 324 et seq.); (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**RESOLUTION NO. 2021- 018**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**

**WHEREAS**, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County, Florida regarding the construction and oversight of CEI project management for signing of the bike path/trail on Amelia Island Parkway from SR A1A (Fletcher Ave) to Via Del Ray (CM 2967).

**NOW, THEREFORE, BE IT RESOLVED**, this 8th day of February, 2021, by the Board of County Commissioners of Nassau County, Florida as follows:

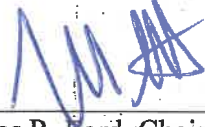
1. The Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County is hereby approved, and the Chairman is authorized to execute said agreement.



**CERTIFIED TRUE COPY**

*John Grappard, Ex-officio Clerk*  
*by Reginald Dwyer, Jr.*  
EX-OFFICIO, Clerk of the Board of County Comm.  
Nassau County, Florida

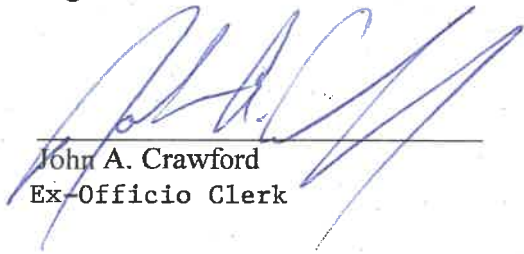
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



---

Thomas R. Ford, Chairman

Attest as to Chairman's  
Signature:



---

John A. Crawford  
Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



---

Michael S. Mullin



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
**Award Amount:** \$710,925.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsr.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT G**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE  
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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**EXHIBIT "I"**

**STATE FUNDS ADDENDUM**

**RECITALS**

1. The terms and provisions of this Addendum are incorporated in and made part of the Local Agency Program Agreement ("LAP") executed by the parties simultaneously with this Addendum.
2. This Addendum shall be merged into and made part of the LAP and both documents shall be collectively referred to as the "Agreement".
3. The primary funding source for the Project, as defined by the LAP, is derived from funds legislatively granted pursuant to Section 339.12, Florida Statutes.
4. The Department will also be funding a portion of the Project via monies distributed by the indicated program(s):
  - County Incentive Grant Program (CIGP), Section 339.2817 F.S., CSFA 55.008
  - Small County Outreach Program (SCOP), Section 339.2818 F.S., CSFA 55.009
  - Small County Road Assistance Program (SCRAP), Section 339.2816 F.S., CSFA 55.016
  - Transportation Regional Incentive Program (TRIP), Section 339.2819 F.S., CSFA 55.026
  - Insert Program Name(s)SUNtrail, CSFA Insert CSFA Number(s)55.038
5. The distribution of funds is more specifically shown in Exhibit "B" of this Agreement.
6. The state resources awarded are subject to the Florida Single Audit Act, as indicated below.

The administration of resources awarded through the Department to Nassau County (hereafter known as the "Recipient") by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT "I"****STATE FUNDS ADDENDUM**

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "J" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**525-010-401  
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Page 3 of 4**EXHIBIT "I"****STATE FUNDS ADDENDUM**

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department or its designee, DFS, or the Auditor General access to the Recipient's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-401  
PROGRAM  
MANAGEMENT  
OGC - 09/19  
Page 4 of 4

**EXHIBIT "I"**

**STATE FUNDS ADDENDUM**

issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

H. All other terms and conditions of the Agreement shall remain unchanged unless otherwise stated in this Addendum.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Small County Outreach Program (SCOP), (CSFA 55.009)
  - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - SUNtrail, CSFA 55.038

**\*Award Amount:** \$250,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Amy.Roberson@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

**G1W64**

**4/27/2021**

### CONTRACT INFORMATION

<b>Contract:</b>	G1W64
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	NASSAU COUNTY BOARD OF COUNTY C
<b>Vendor ID:</b>	F591863042053
<b>Beginning Date of This Agreement:</b>	04/26/2021
<b>Ending Date of This Agreement:</b>	12/31/2023
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$710,925.00
<b>Description:</b>	Construction and oversight of CEI project management of bikepath/trail on Amelia Island Parkway from SR A1A (Fletcher A

### FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 4/27/2021**

<b>Action:</b>	Original	Original	Original
<b>Reviewed or Approved:</b>	APPROVED	APPROVED	APPROVED
<b>Organization Code:</b>	55024010206	55024010206	55024010206
<b>Expansion Option:</b>	AB	A3	A8
<b>Object Code:</b>	780000	751000	780000
<b>Amount:</b>	\$459,890.00	\$250,000.00	\$1,035.00
<b>Financial Project:</b>	43733415801	43733415801	43733416802
<b>Work Activity (FCT):</b>	215	215	215
<b>CFDA:</b>	20.205		20.205
<b>Fiscal Year:</b>	2021	2021	2021
<b>Budget Entity:</b>	55150200	55150200	55150200
<b>Category/Category Year:</b>	088717/21	088717/21	088718/21
<b>Amendment ID:</b>	O001	O001	O001
<b>Sequence:</b>	00	01	02
<b>User Assigned ID:</b>			
<b>Enc Line (6s)/Status:</b>	0001/04	0002/04	0003/04

**Total Amount: \$710,925.00**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

CM 2967 A1

525-010-32  
PROGRAM MANAGEMENT  
03/22

Page 1 of \_\_

SUPPLEMENTAL NO.  
1 \_\_\_\_\_

FEDERAL ID NO. (FAIN)  
D220-075-B \_\_\_\_\_

CONTRACT NO.  
G1W64 \_\_\_\_\_

FEDERAL AWARD DATE  
4/27/2021 \_\_\_\_\_

FPN  
437334-1-58-01 \_\_\_\_\_

RECIPIENT UNIQUE ENTITY ID SAM NO.  
Z1QNT7ZY7272 \_\_\_\_\_

Recipient, Nassau County, desires to supplement the original Agreement entered into and executed on 4/28/21 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name Amelia Island Parkway Trail Length 0.837 miles

Termini From SR A1A (Fletcher Ave) to Via Del Ray

Description of Work:  
Construction and Oversight of CEI project management for the Bike Path/Trail

Reason for Supplement and supporting engineering and/or cost analysis:  
Add funds in the amount of \$89,856.00 based on Engineer's Cost Estimate.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM**  
**SUPPLEMENTAL AGREEMENT**  
**ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE**

525-010-32  
 PROGRAM MANAGEMENT  
 02/22

CM 2967 A1

RECIPIENT NAME & BILLING ADDRESS: Nassau County, 76347 Veterans Way Ste.4000, Yulee, FL 32097  
 FINANCIAL PROJECT NUMBER: 437334-58-01, 437334-68-02  
 Page \_\_\_ of \_\_\_

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
<b>Design</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)						
<b>Total Design Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)						
<b>Total Right-of-Way Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction</b> FY: 2020-2021 (SA) FY: 2020-2021 (TAL) FY: 2021-2022 (SUNTRAIL)	\$245,792.00 \$214,098.00	\$89,856.00	\$245,792.00 \$214,098.00 \$89,856.00		\$89,856.00	\$245,792.00 \$214,098.00 \$90,000.00
<b>Total Construction Cost</b>	\$459,890.00	\$89,856.00	\$549,746.00	\$ 0.00	\$89,856.00	\$549,890.00
<b>Construction Engineering and Inspection (CEI)</b> FY: 2020-2021 (TALU) FY: (Insert Program Name) FY: (Insert Program Name)	\$1,035.00		\$1,035.00			\$1,035.00
<b>Total CEI Cost</b>	\$1,035.00	\$ 0.00	\$1,035.00	\$ 0.00	\$ 0.00	\$1,035.00
<b>(Construction Phase 58 (Cont.))</b> FY: 2020-2021 (ILWR) FY: (Insert Program Name) FY: (Insert Program Name)	\$250,000.00		\$250,000.00		\$250,000.00	
<b>Total Phase Costs</b>	\$250,000.00	\$ 0.00	\$250,000.00	\$ 0.00	\$250,000.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$710,925.00	\$89,856.00	\$800,781.00	\$ 0.00	\$339,856.00	\$550,925.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:  
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F. S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans  
 District Grant Manager Name  
 Signature \_\_\_\_\_ Date \_\_\_\_\_



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

CM 2967 A1


525-010-32  
PROGRAM MANAGEMENT  
08/19

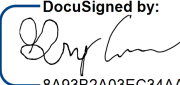
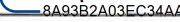
Page \_\_ of \_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Nassau County

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By:   
Name: Aaron C. Bell  
Title: Chair

DocuSigned by:  
  
By:   
Name: Greg Evans  
Title: District Two Secretary  
Date: 6/10/2022 | 9:32 AM EDT

Legal Review:  
DocuSigned by:  
  


**RESOLUTION NO. 2022- 109**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE SUPPLEMENTAL AGREEMENT #1 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**

**WHEREAS**, the County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute Supplemental Agreement #1 between the State of Florida Department of Transportation and Nassau County, Florida regarding construction and project management of Amelia Island Parkway Trail from Fletcher Avenue to Via Del Ray in Nassau County, Florida (Financial Project ID No. 437334-1-58-01).

**NOW, THEREFORE, BE IT RESOLVED**, this 23rd day of May, 2022, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Local Agency Program Supplemental Agreement #1 between the State of Florida Department of Transportation and Nassau County is hereby approved and the Chairman is authorized to execute said agreement.

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

  
\_\_\_\_\_  
Aaron C. Bell, Chairman

Attest as to Chairman's signature:


Approved as to form by the  
Nassau County Attorney:

  
\_\_\_\_\_  
John A. Crawford  
Its: Ex-Officio Clerk

  
\_\_\_\_\_  
Denise C. May, Esq., B.C.S.



**A CERTIFIED TRUE COPY**

  
\_\_\_\_\_  
EX-OFFICIO, Clerk of the Board of County Comm.  
Nassau County, Florida

To: kimberly.evans@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1W64

6/3/2022

### CONTRACT INFORMATION

Contract:	G1W64
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	NASSAU COUNTY BOARD OF COUNTY C
Vendor ID:	F591863042053
Beginning Date of This Agreement:	04/28/2021
Ending Date of This Agreement:	12/31/2023
Contract Total/Budgetary Ceiling:	ct = \$800,781.00
Description:	Construction and oversight of CEI project management of bikepath/trail on Amelia Island Parkway from SR A1A (Fletcher A

### FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/3/2022

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	A3
Object Code:	751000
Amount:	\$89,856.00
Financial Project:	43733415801
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2022
Budget Entity:	55150200
Category/Category Year:	088717/22
Amendment ID:	S001
Sequence:	00
User Assigned ID:	1
Enc Line (6s)/Status:	0004/04

**Total Amount: \$89,856.00**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
03/22

SUPPLEMENTAL NO.  
2

FEDERAL ID NO. (FAIN)  
D220-075-B

CONTRACT NO.  
G1W64

FEDERAL AWARD DATE  
4/27/2021

FPN  
437334-1-58-01,68-02

RECIPIENT UNIQUE ENTITY ID SAM NO.  
UKSATC3UMPA5

Recipient, Nassau County, desires to supplement the original Agreement entered into and executed on 4/28/21 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

---

---

**PROJECT DESCRIPTION**

Name Amelia Island Parkway Trail Length 0.837 miles

Termini From SR A1A (Fletcher Ave) to Via Del Ray

Description of Work:  
Construction and Oversight of CEI project management for the Bike Path/Trail

Reason for Supplement and supporting engineering and/or cost analysis:  
Add funds in the amount of \$199,001.00 based on bid overage (see exhibit B). Extend contract time until 6/30/2024 (see exhibit A)



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
03/22

Exhibit A



**NASSAU COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097

John F. Martin	Dist. No. 1 Fernandina Beach
A.M. "Hupp" Huppmann	Dist. No. 2 Amelia Island/Fernandina Beach
Jeff Gray	Dist. No. 3 Yulee
Alyson R. McCullough	Dist. No. 4 Bryceville/Hilliard
Kiynt A. Farmer	Dist. No. 5 Callahan/West Yulee

TACO E. POPE, AICP  
County Manager

JOHN A. CRAWFORD  
Ex-Officio Clerk

DENISE C. MAY  
County Attorney

February 28, 2023

Kimberly Evans, CPM, FCCM  
Program Management  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025

**Subject: LAP Funding – Amelia Island Parkway from S. Fletcher to Via Del Rey  
Financial Project ID: 437334-1-58-01 & 68-02  
Request for Time Extension**

Dear Ms. Evans:

A LAP agreement between the Florida Department of Transportation (FDOT) and Nassau County for construction and construction engineering inspection management for a multi-use trail on Amelia Island Parkway from SR A1A (Fletcher Avenue) to Via Del Rey began on April 28, 2021 with a planned completion date of December 31, 2023.

The project plans are complete, the project was advertised for construction, and CGC, inc. has been selected as the construction firm, pending concurrence and contract execution. To ensure the project can be completed before the grant expires, Nassau County is requesting an extension of six months until June 30, 2024.

We appreciate your consideration of the time extension, as we eagerly work to complete this project. Please do not hesitate to reach out to me should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert T. Companion".

Robert T. Companion, PE  
Deputy County Manager / County Engineer

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
02/22

**ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: Nassau County, 76347 Veterans Way Ste.4000, Yulee, FL 32097      FINANCIAL PROJECT NUMBER: 437334-58-01, 437334-68-02

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
<b>Design</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) <b>Total Design Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name) <b>Total Right-of-Way Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction</b> FY: 2020-2021 (SA) \$245,792.00 FY: 2020-2021 (TALT/TALU) \$214,098.00 FY: 2022-2023 (TALU) \$199,001.00 <b>Total Construction Cost</b>	\$459,890.00	\$199,001.00	\$459,890.00	\$ 0.00	\$ 0.00	\$658,891.00
<b>Construction Engineering and Inspection (CEI)</b> FY: 2020-2021 (TALU) \$1,035.00 FY: (Insert Program Name) FY: (Insert Program Name) <b>Total CEI Cost</b>	\$1,035.00	\$ 0.00	\$1,035.00	\$ 0.00	\$ 0.00	\$1,035.00
<b>(Construction Phase 58 (Cont.))</b> FY: 2020-2021 (TLWR) \$250,000.00 FY: (Insert Program Name) \$89,856.00 FY: (Insert Program Name) <b>Total Phase Costs</b>	\$339,856.00	\$ 0.00	\$339,856.00	\$ 0.00	\$339,856.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$800,781.00</b>	<b>\$199,001.00</b>	<b>\$800,781.00</b>	<b>\$ 0.00</b>	<b>\$339,856.00</b>	<b>\$659,926.00</b>

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans  
District Grant Manager Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
08/19

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Nassau County

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By:   
Name: Klynt A. Farmer  
Title: Chair

By: \_\_\_\_\_  
Name: Greg Evans  
Title: District Two Secretary  
Date: \_\_\_\_\_

Legal Review:  
\_\_\_\_\_

## **RESOLUTION NO. 2023-030**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA FOR THE CONSTRUCTION OF A MULTI-USE PATH ALONG THE AMELIA ISLAND PARKWAY FROM SOUTH FLETCHER TO VIA DEL REY**

**WHEREAS**, the Deputy County Manager / County Engineer has recommended that the Board of County Commissioners of Nassau County, Florida, execute a Local Agency Program Supplemental Agreement Number Two (2) between the State of Florida Department of Transportation and Nassau County, Florida regarding the construction and management of the civil engineering inspection for a multi-use path along the Amelia Island Parkway from South Fletcher to Via Del Rey in Nassau County, Florida (Financial ID No. 437334-1-58-01 & 437334-1-68-02)

**NOW, THEREFORE, BE IT RESOLVED**, this 10th day of April, 2023, by the Board of County Commissioners of Nassau County, Florida as follows:

1. The Local Agency Program Agreement between the State of Florida Department of Transportation and Nassau County was previously approved; and
2. The Board of County Commissioners for Nassau County, Florida now hereby approves of and authorizes the Chairman to execute the Supplemental Agreement



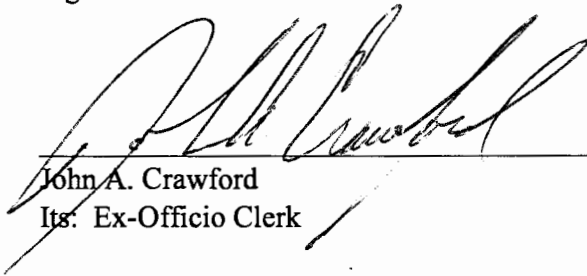
Number Two (2) for the construction of a multi-use path along the Amelia Island  
Parkway.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



\_\_\_\_\_  
Klynt A. Farmer  
Its: Chairman

Attest as to Chairman's  
Signature:



\_\_\_\_\_  
John A. Crawford  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



\_\_\_\_\_  
Denise C. May



**RESOLUTION 2023- 031**

**WHEREAS** the Capital Transportation Fund will receive additional Federal Aid Highway Program Funds through the Florida Department of Transportation (FDOT) per the Local Agency Program (LAP) agreement for the construction of a bike path/trail on Amelia Island Parkway from Fletcher Ave to Via Del Ray in the amount of \$199,001 (437334-1-58-01, 68-02) Contract No. CM2967-A2.

**WHEREAS** this revenue was not anticipated in the 2022/2023 budget year for the fund.

**BE IT THEREFORE** resolved by the Board of County Commissioners, Nassau County, Florida in regular session, duly assembled on the 10th day of April, 2023 the following budget amendment pursuant to Florida Statutes Chapter 129.06 be adopted:

REVENUE

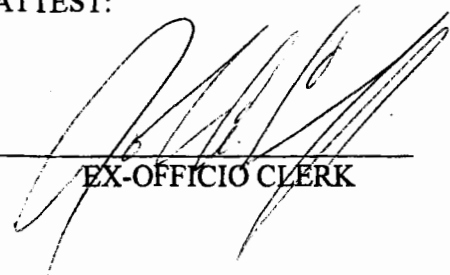
63470541-331492 BCFLT FHWA-FDOT-LAP \$199,001


APPROPRIATION

63470541-563369 BCFLT Bike Bath/Trail Construction \$199,001

**ADOPTED** this 10th day of April, 2023.

ATTEST:

  
\_\_\_\_\_  
EX-OFFICIO CLERK

  
\_\_\_\_\_  
CHAIR



**EXHIBIT "K"**

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.



**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or



subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant



who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



"General Decision Number: FL20230193 01/06/2023

Superseded General Decision Number: FL20220193

State: Florida

Construction Type: Highway

Counties: Baker and Nassau Counties in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number    Publication Date  
0                    01/06/2023

SUFL2013-054 08/19/2013

Rates            Fringes

CARPENTER, Includes Form Work....	\$ 14.14 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.35 **	0.00
ELECTRICIAN.....	\$ 21.87	0.00
FENCE ERECTOR.....	\$ 11.41 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.37 **	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
INSTALLER - GUARDRAIL.....	\$ 11.94 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.77 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00
LABORER (Traffic Control Specialist).....	\$ 10.94 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.61 **	0.00
LABORER: Common or General.....	\$ 10.70 **	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.04 **	0.00
LABORER: Flagger.....	\$ 12.02 **	0.00
LABORER: Grade Checker.....	\$ 13.64 **	0.00
LABORER: Landscape & Irrigation.....	\$ 11.48 **	0.00

LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81 **	0.00
LABORER: Pipelayer.....	\$ 14.42 **	0.00
OPERATOR: Auger.....	\$ 12.43 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.06 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.86 **	0.00
OPERATOR: Boom.....	\$ 16.50	0.00
OPERATOR: Boring Machine.....	\$ 17.18	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.60 **	0.00
OPERATOR: Bulldozer.....	\$ 15.76 **	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Concrete Pump.....	\$ 19.57	0.00
OPERATOR: Concrete Saw.....	\$ 15.09 **	0.00
OPERATOR: Crane.....	\$ 20.62	0.00
OPERATOR: Curb Machine.....	\$ 19.21	0.00
OPERATOR: Distributor.....	\$ 15.01 **	0.00
OPERATOR: Drill.....	\$ 14.71 **	0.00
OPERATOR: Forklift.....	\$ 12.02 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.21	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 16.07 **	0.00
OPERATOR: Loader.....	\$ 14.07 **	0.00
OPERATOR: Mechanic.....	\$ 18.20	0.00
OPERATOR: Milling Machine.....	\$ 15.27 **	0.00
OPERATOR: Oiler.....	\$ 14.92 **	0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.32 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 12.61 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 14.97 **	0.00
OPERATOR: Tractor.....	\$ 12.91 **	0.00
OPERATOR: Trencher.....	\$ 20.17	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.36	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.47 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.85 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 13.70 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.23 **	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average



rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

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Deputy County Manager - County Engineer

Nassau County BOCC

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Tracy Poore

tpoore@nassaucountyfl.com

OMB Admin

Nassau County BOCC

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chris lacambra

clacambra@nassaucountyfl.com

OMB Director

Nassau County BOCC

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Lanaee Gilmore

lgilmore@nassaucountyfl.com

Procurement Director

Nassau County BOCC

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cgaskin@cgccivil.com  
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*Richard C Gaskin, Jr.*

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ID: 47d3e696-66d2-4a5c-8400-b13246d6a0bc

Abigail Jorandby  
ajorandby@nassaucountyfl.com  
Assistant County Attorney  
Nassau BOCC  
Security Level: Email, Account Authentication (None)

*AJ*

Sent: 4/21/2023 10:46:05 AM  
Resent: 4/28/2023 2:37:56 PM  
Viewed: 5/1/2023 8:31:51 AM  
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Denise C. May  
dmay@nassaucountyfl.com  
Assistant County Attorney  
Nassau County BOCC  
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*Denise C. May*

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Viewed: 5/1/2023 10:41:41 AM  
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Taco E. Pope, AICP  
tpope@nassaucountyfl.com  
County Manager  
Nassau County BOCC  
Security Level: Email, Account Authentication (None)

*Taco E. Pope AICP*

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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/20/2023 2:12:42 AM
Envelope Updated	Security Checked	4/21/2023 11:03:22 AM
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

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