

EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the 9th day of August in the year 19 95 by and between South Amelia Island Shore Stabilization Association, Inc. (hereinafter called OWNER) and Coastal Marine Construction, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The installation of four (4) Longard tubes as groins at the south end of Amelia Island, Nassau County, Florida in conformance with the project plans and technical specifications, as well as, State and Federal permits. The purchase and import of the Longard tubes shall be the responsibility of the Owner.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The "South Amelia Island Terminal Groin Field"

**Article 2. ENGINEER.**

The Project has been designed by Olsen Associates, Inc., Jacksonville, Florida.

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed on or before 1 October, 19 95, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before 15 October, 19 95.

3.1 The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 75 days after the date when the Contract Times commence to run.

3.2 ~~Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any interest thereon. The amount of such loss shall be the amount of interest thereon allowed in accordance with Article 12 of the General Conditions. They also recognize that the expense and difficulties involved in proving the actual loss suffered by OWNER are substantial. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.~~

**Delete This Item**

*[Where failure to reach a Milestone on time is of such consequence to OWNER that the assessment of liquidated damages is to be provided, appropriate amending or supplementing language should be inserted here.]*

*(Strike any of the above paragraphs that are inapplicable)*



Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price for Payment as recommended by ENGINEER, on or instruction as provided in paragraphs 5.1.1. and 5.1.2. **Delete This Item** schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions:

**Delete This Item** \_\_\_\_\_ % of \_\_\_\_\_ completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to CONTRACTOR and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that if the character and progress of the Work remain satisfactory to them, there will be no additional payment on account of Work completed, in which case the remaining progress payments at Substantial Completion will be in an amount equal to 100% of the Work completed.

**Delete This Item** \_\_\_\_\_ (with the balance being retainage) of materials and equipment not incorporated in the Work delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to \_\_\_\_\_ % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

**Article 6. INTEREST.**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

**Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 8, inclusive).
- 8.2. Exhibits to this Agreement (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 8.3. Performance, Payment, and other Bonds.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 42, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 12, inclusive).
- 8.7. Specifications bearing the title Technical Requirements and consisting of 4 divisions and 10 pages,
- 8.8. Drawings consisting of a cover sheet and sheets numbered 1 through 7, inclusive with each sheet bearing the following general title: South Amelia Island Terminal Groin Field

8.9. State of Florida, D.E.P. Permit No. DBS9A0346NA and 452531619  
U.S. Army Corps of Engineers Permit No. 199301096 (IP-ME)

8.10. ~~CONTRACTOR'S Bid (pages \_\_\_\_\_, inclusive) marked exhibit \_\_\_\_\_.~~

~~[Attach \_\_\_\_\_]  
**Delete This Item**  
\_\_\_\_\_ submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_).  
ir.~~

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

## Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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

### 9.5 OTHER PROVISIONS.

9.5.1 Special Requirements - The Longard tubes, underlying filter cloth and accessories are being supplied by the OWNER. Should the CONTRACTOR damage a tube or fail to fill a tube with sand in accordance with the project plans, the CONTRACTOR will be required to remove the defective tube and to furnish a new identical tube at his expense. NOTE - Replacement tubes are not available in the U.S. They must be fabricated by special order with the supplier located in Denmark.

9.5.2 Both the OWNER and the CONTRACTOR acknowledge that DBS Permit No. 9A0346NA is potentially subject to an Administrative Challenge for a period of up to twenty-one (21) days after a required Legal Advertisement for the Permit. In order to preclude a delay in the initiation of construction, both parties to this Contract agree to proceed at risk prior to completion of the period of Advertisement. Should the permit be subject to an administrative appeal and work be required to cease, the CONTRACTOR shall be eligible for payment for services rendered to date on a Time and Materials basis. The CONTRACTOR shall submit to the OWNER a detailed itemized accounting documenting all reasonable charges for which reimbursement is being sought. This provision for payment does not serve to supersede or modify payment terms herein which apply to the failure of the CONTRACTOR to satisfactorily complete construction of the project works.

9.5.3 The CONTRACTOR agrees to abide by all State and Federal Permit Terms or Conditions necessary to perform the work. These include, but are not limited to: water quality monitoring, resource protection, endangered species protection, Park operations, protection of the public good or safety, etc. The costs for these items are included in the Contract price.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on 9 August, 19 95 (which is the Effective Date of the Agreement).

OWNER South Amelia Island Shore  
Stabilization Association, Inc.

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

[CORPORATE SEAL]

Attest \_\_\_\_\_

Address for giving notices  
\_\_\_\_\_  
\_\_\_\_\_

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR Coastal Marine  
Construction, Inc.

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

[CORPORATE SEAL]

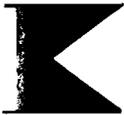
Attest \_\_\_\_\_

Address for giving notices  
625 Tamiami Trail  
Venice, FL 34292

License No. CG Coll 657

Agent for service of process: Jim Logan

(If CONTRACTOR is a corporation, attach evidence of authority to sign).



**MINUTES OF JOINT MEETING OF STOCKHOLDERS  
AND DIRECTORS OF COASTAL MARINE CONSTRUCTION, INC.  
A DELAWARE CORPORATION**

COASTAL  
MARINE  
CONSTRUCTION  
INC.

5 N. TAMiami TRAIL  
VENICE, FLORIDA 34292  
T. (813) 485-2101  
X (813) 488-0164

A joint meeting of the Stockholders and Directors of Coastal Marine Construction, Inc., a Delaware Corporation, was held on February 7, 1995, at 625 N. Tamiami Trail, Venice, Florida.

Donald J. Logan presided as chairman and Larry E. Norris acted as Secretary with all Stockholders and Directors present or represented and all actions taken approved as hereinafter designated.

The Corporate Officers who are authorized to execute contracts are as follows:

Donald J. Logan	-	President/Treasurer
Robert G. Gerdon	-	Vice President
Larry E. Norris	-	Vice President/Secretary
Sandra L. Caldwell	-	Assistant Secretary
F. Harold Brewer	-	Assistant Secretary

Thereupon it was moved, seconded and carried.

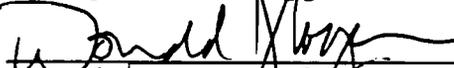
The above resolutions were ratified, confirmed and approved.

That all lawful acts of the Officers and Directors and the date hereof on behalf of this Corporation be ratified, confirmed and approved.

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chairman

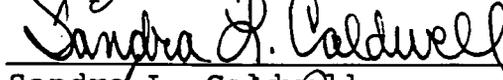
Accepted and approved February 6, 1995

  
\_\_\_\_\_  
Donald J. Logan

(CORPORATE SEAL)

  
\_\_\_\_\_  
Robert G. Gerdon

  
\_\_\_\_\_  
Larry E. Norris

  
\_\_\_\_\_  
Sandra L. Caldwell

  
\_\_\_\_\_  
F. Harold Brewer

STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT

Prepared by  
Engineers Joint Contract Documents Committee

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General  Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-A-1 or 1910-8-A-2) (1990 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents (No. 1910-9) (1986 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1990 Edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12) (1990 Edition) may be used.

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FORM 25-9 (7/90)

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*Bruce E. Stitt*  
AUTHORIZED REPRESENTATIVE

SOUTH AMELIA ISLAND  
SHORE STABILIZATION  
ASSOCIATION, INC.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO  
MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE  
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR  
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

CANCELLATION CERTIFICATE HOLDER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
INSTALLATION FLOATER  
OWNER: NASSAU COUNTY AND THEIR EMPLOYEES, THE DIVISION OF PARKS AND RECREATION  
OF SAUSSA AND THEIR REPRESENTATIVES

TYPE OF INSURANCE	POLICY NUMBER	DATE (MM/DD/YY) POLICY EFFECTIVE	DATE (MM/DD/YY) POLICY EXPIRATION	LIMITS
GENERAL LIABILITY				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXP. (Any one person) \$
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$ EACH OCCURRENCE \$ AGGREGATE \$
EXCESS LIABILITY				OTHER THAN UMBRELLA FORM \$ UMBRELLA FORM \$
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
OTHER LIMIT OF LIAB	BINDER1234	08/01/95	08/01/96	\$ 355,000 AT LOC \$ 125,000 \$ 125,000 \$ 10,000 DED
TRANSIT				
SPECIAL FORM				

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.

VERAGES

RED  
INSTAL MARINE  
STRUCTION, INC.  
NORTH TAMAMI TRAIL  
NICE, FL 34292

COAST INS ASSOC INC  
BOX 22668  
IPA FL 33622-2668

COMPANIES AFFORDING COVERAGES  
A RELIANCE INSURANCE COMPANY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND  
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE  
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE  
POLICIES BELOW.

RECORD CORPORATION 1990

AUTHORIZED REPRESENTATIVE  
*John Deere*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

SUNCOAST INS ASSOC INC  
P.O. BOX 22668  
TAMPA FL 33622-2668

INSTRUCTION OF SOUTH AMELIA ISLAND TERMINAL GROIN FIELD  
NASSAU COUNTY AND THEIR EMPLOYEES, THE DIVISION OF PARKS AND RECREATION  
ISA AND THEIR REPRESENTATIVES  
THE HOLDER  
CANCELLATION

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY	B0300	03/17/95	03/17/96	GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (any one fire) \$50,000 MED. EXP. (any one person) \$5,000
COMMERCIAL GENERAL LIABILITY	SBA0411045	03/17/95	03/17/96	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	EXH110626	03/17/95	03/17/96	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	00002043	01/01/95	01/01/96	STATUTORY LIMITS EACH ACCIDENT \$500,000 DISEASE-POLICY LIMIT \$500,000 DISEASE-EACH EMPLOYEE \$500,000
OCEAN MARINE MULTI PERIL	010120066	03/17/95	03/17/96	\$1,000,000

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 REFERENCE 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.

COMPANIES AFFORDING COVERAGES	COVERAGES
A AMERICAN INTL MARINE-ISR LETTER COMPANY	GENERAL LIABILITY
B CAPITAL ASSURANCE COMPANY LETTER COMPANY	COMMERCIAL GENERAL LIABILITY
C FLA TRANSP BLDRS ASSOC LETTER COMPANY	OWNERS & CONTRACTORS PROT
D JOHN DEERE INS CO-ISR LETTER COMPANY	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR
E COMPANY LETTER	GENERAL LIABILITY

COASTAL MARINE CONSTRUCTION, INC.  
225 NORTH TAMAMI TRAIL  
VENICE, FL 34292

SUNCOAST INS ASSOC INC  
P.O. BOX 22668  
TAMPA FL 33622-2668

360712-TA-6-90 (REV)

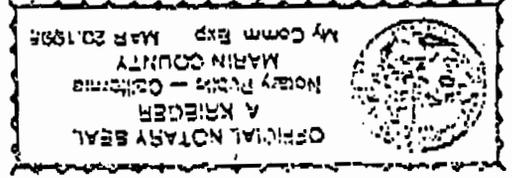


*Debra Jean White*  
Notary Public

Signed and sealed at the County of Marin, Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEBRASKA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-Laws of the Corporation, and the Resolution of the Board of Directors set forth in the Power of Attorney, are now in force.

STATE OF CALIFORNIA  
COUNTY OF MARIN



CERTIFICATE

*A. Krieger*  
Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

On this 1st day of March 1991, before me personally came \_\_\_\_\_ Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument that he knows the seal of said Corporation and that he signed his name thereto by like order.

STATE OF CALIFORNIA  
COUNTY OF MARIN

By *[Signature]*  
THE AMERICAN INSURANCE COMPANY



be hereunto affixed this 1st day of March 1991

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed.

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, or on any certificate relating thereto, by facsimile, upon the Corporation."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, and said Resolution has not been amended or repealed:

Section 46. Authority. The authority of such Resident Assistant Secretaries, Assistant Secretaries, and Agents shall be as prescribed in the instrument authorizing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

Section 45. Appointment. The Chairman of the Board of Directors, the President, or any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Agents-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

"Article VII. Appointment and Authority of Resident Secretaries, Assistant Secretaries, and Agents to accept Legal Process and Make Appearances. This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-Laws of THE AMERICAN INSURANCE COMPANY now in full force and effect."

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

is true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in his name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof for all obligations including any and all monies required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates.

TAMPA, FL

COTTMETER and RONALD L. THORNTON, jointly or severally

NEW YORK ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation incorporated under the laws of the State of New Jersey on February 20, 1846, and reincorporated in the State of Nebraska on June 1, 1990, and having its principal office in the City of Omaha, State of Nebraska, has made, constituted and appointed, and does by these presents make, constitute and appoint BRUCE E. TIUS, JEAN

THE AMERICAN INSURANCE COMPANY

ATTORNEY

PUBLIC CONSTRUCTION BOND

Bond No. 11141544251

BY THIS BOND, we, Coastal Marine Construction Incorporated; 625 N. Tamiami Trail; Venice, FL 34292

as Principal, and The American Insurance Company; P.O. Box 18025; Tampa, FL 33679

a corporation, as Surety, are bound to South Amelia Island Shore Stabilization Association, Inc.

herein called Owner, in the sum of \$ Three hundred fifty five thousand five hundred twelve and 50/100 dollars (\$355,512.50)

for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated 9 August, 1995, between Principal and Owner for construction of South Amelia Island Terminal Groin Field

(describe project sufficient to identify it) the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

DATED on 9 August, 1995

COASTAL MARINE CONSTRUCTION INCORPORATED; 625 N. TAMAMIAMI TRAIL; VENICE, FL 34292

(Principal's name and principal business address)

By: [Signature]

THE AMERICAN INSURANCE COMPANY; P.O. BOX 18025; TAMPA, FL 33679

(Surety's name and principal business address)

By: [Signature]

As Attorney-in-Fact Ronald L. Thornton, Attorney-in-Fact and Florida Licensed Resident Agent #261 52 5495

Olsen Associates, Inc.  
4428 Herschel St.  
Jacksonville, FL 32210  
tel (904) 387-6114  
fax (904) 384-7368

PROJECT ENGINEER/PERMIT AGENT

- Corps of Engineers - 199201096 (IP-ME)
  - Consent of Use - No. 452531619
  - Coastal Construction - DBS9A0346 NA
  - W.Q. Certification - No. 452531619
- PROJECT PERMITS -----  
(Must Be Kept On Site At All Times)

TERMINAL GROIN FIELD

SHORE STABILIZATION ASSOCIATION, INC.

SOUTH AMELIA ISLAND

ATTACHMENT TO  
CONTRACT  
Article 8

W.Q. CERTIFICATION



# Department of Environmental Protection

Lawton Chiles  
Governor

Twin Towers Office Building  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Virginia B. Wetherell  
Secretary

CERTIFIED - RETURN RECEIPT REQUESTED

In the Matter of an  
Application for Permit by:

Amelia Island Plantation Community Association  
c/o Mr. Erik J. Olsen, P.E.  
4438 Herschel Street  
Jacksonville, Florida 32210

File No. 452531619  
Nassau County

Enclosed is Permit Number 452531619, issued pursuant to Chapters 373 and 403, Florida statutes.

Any party to the Order (Permit) has the right to seek judicial review of the permit pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this Notice is filed with the Clerk of the Department.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Eric L. Bush  
Environmental Specialist

RECEIVED

AUG 3 1995

Olsen Associates, Inc.

Notice of Final Permit  
Amelia Island Plantation Community Association  
Permit No: 452531619  
Page 2

cc:  
Jeremy Tyler, DEP, Northeast District  
Florida Marine Patrol  
U.S. Army Corps of Engineers, Jacksonville  
Game and Fresh Water Fish Commission  
Submerged Lands and Environmental Resources Permit File  
Leigh O'Shields, DEP, State Lands  
Nassau County Property Appraiser

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT and all copies were mailed to the listed persons before the close of business on this 31 day of July, 1995.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to 120.52(9), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Tracie Blum Clerk  
7-31-95 Date



# Department of Environmental Protection

Lawton Chiles  
Governor

Twin Towers Office Building  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Virginia B. Wetherell  
Secretary

## PERMITTEE:

Amelia Island Plantation  
Community Association  
c/o Mr. Erik J. Olsen, P.E.  
4438 Herschel Street  
Jacksonville, FL 32210

Permit Number: 452531619  
Date of Issue: July 31, 1995  
Expiration Date: July 31, 2000  
County: Nassau  
Project: Wetland Resource

This permit is issued under the provisions of Chapters 373 and 403, Florida Statutes, Public Law 92-500, Title 62, and Rule 62-312, Florida Administrative Code. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

## PROJECT DESCRIPTION:

The project is to construct a tapered groin field on the south end of Amelia Island, consisting of four sand-filled fabric "Longard" tubes, varying in length between 175 and 400 l.f. The groin field is to be constructed to stabilize beach fill placed in the project area during a beach nourishment project completed in August, 1994.

## PROJECT LOCATION:

Located on the beach on the south end of Amelia Island, between DNR monuments R-74 and R-77. Two of the Longard tube groins are to be constructed waterward of private property within the Amelia Island Plantation community; the remaining two groins are to be constructed waterward of uplands within the Amelia Island State Recreation Area, Nassau County, Section 38 & 39, Township 1 North, Range 29 East, Amelia Island State Recreation Area, Outstanding Florida Waters, III.

## GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or

exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related apurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

- (a) Have access to and copy any records that must be kept under conditions of the permit;
  - (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
  - (c) Sample or monitor any substances or parameters at any location reasonable necessary to assure compliance with this permit or Department rules.
- Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- a. A description of and cause of noncompliance; and
- b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in

Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon Department approval in accordance with Rules 62-4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500).

14. The permittee shall comply with the following:

a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.

b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

c. Records of monitoring information shall include:

1. the date, exact place, and time of sampling or measurements;
2. the person responsible for performing the sampling or measurements;
3. the dates analyses were performed;

4. the person responsible for performing the analyses;
5. the analytical techniques or methods used; and
6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

**SPECIFIC CONDITIONS:**

1. The permittee is hereby advised that Florida law states: "No person shall commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund or the Department of Internal Improvement under Chapter 253, until such person has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use." Pursuant to Florida Administrative Code Rule 18-14, if such work is done without consent, or if a person otherwise damages state land or products of state land, the Board of Trustees may levy administrative fines of up to \$10,000 per offense.

2. If historical or archaeological artifacts, such as Indian canoes, are discovered at any time within the project site the permittee shall immediately notify the district office and the Bureau of Historic Preservation, Division of Historical Resources, R. A. Gray Building, 500 S. Bronough St., Tallahassee, Florida 32399-0250.

3. At least 48 hours prior to commencement of work authorized by this permit, the permittee shall notify the Department of Environmental Protection, Bureau of Submerged Lands and Environmental Resources in Tallahassee, and the Northeast District office in Jacksonville, in writing of this commencement.

4. The permittee acknowledges that the beach area in which the groin field is to be constructed is a public beach and shall be accessible to the general public. The permittee shall ensure

that signs which identify portions of the beach within the project area as "private" are not erected by any public or private entity.

5. The Department's Bureau of Beaches and Coastal Systems is processing an application for a coastal construction permit for this project, File No. DBS9A0346 NA. No final wetland resource permit for this project shall be issued and no work shall be conducted until and unless the Department issues the coastal construction permit. All of the construction monitoring, marine turtle protection, monitoring, and reporting requirements, and the project contingency plan requirements of that coastal construction permit are herein incorporated by reference.

6. "Pre-filling" of the groin field cells may be a requirement of the coastal construction permit. If pre-filling is required, the permittee shall submit to the Bureau of Submerged Lands and Environmental Resources a request for a minor modification to this permit, along with the appropriate application fee. The request for a minor modification shall include quantitative information regarding the volume of fill, plan and cross-sectional view drawings of the fill to be placed within the groin field, information describing the source of the fill material, and geotechnical information describing the fill material.

7. In the event that post-construction monitoring of the groin field and beaches in the project area results in a requirement by the Bureau of Beaches and Coastal Systems to modify or remove the groin field in accordance with the project contingency plan referred to in Specific Condition No. 5 above, the permittee shall submit to the Bureau of Submerged Lands and Environmental Resources a request for a minor modification to this permit, along with the appropriate application fee.

8. The fill material for the longard tube groins and the pre-fill material for the groin field cells shall be composed of sand with not more than 10% silt. Silt shall be defined as material which is not retained on the no. 200 U.S. standard sieve.

9. The following requirements shall apply to work performed in accordance with this permit:

a) All construction equipment shall access the work areas from uplands;

b) All work shall be performed during low tide conditions;

(c) Trenches for the installation of the Longard tube groins shall be mechanically dug with a backhoe or dragline;

(d) The Longard tube groins shall be filled with a sand/water slurry hydraulically pumped into the fabric tubes.

10. Best management practices to minimize turbidity shall be utilized at all times during construction of the Longard tube groins and pre-filling of the groin field cells (if applicable). These practices shall include constructing dikes around the Longard tube groins and parallel to the shore and landward of mean high water during pre-filling of the groin field cells. Sand which is hydraulically pumped onto the beach shall be discharged at least 50 ft. from the end of the dike where sand flows out onto the beach.

11. Within 90 days of the completion of the Longard tube groin installation, the permittee shall submit to the Bureau of Submerged Lands and Environmental Resources and to the Department's Submerged Lands and Environmental Resources Program, Northeast District office in Jacksonville, a report describing the work completed. The cover page shall indicate the permit number, project name and the permittee name. The report shall include the following information:

- a. Dates permitted activity was begun and completed;
- b. Brief description and extent of work (mobilization, excavation and fill volumes, demobilization, monitoring work) completed. Indicate on copies of the permit drawings those areas where work was completed. Also indicate any areas in which the actual impacts were less than the scope of the permitted work.
- c. A summary of marine turtle monitoring and nest relocation data, if applicable;

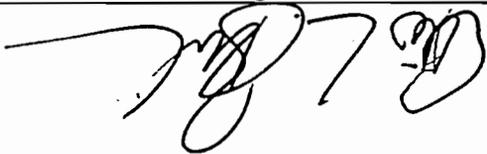
d. The report shall include on the first page, just below the title, the certification of the following statement by the individual who supervised preparation of the report: "This report represents a true and accurate description of the activities conducted."

Permittee: Amelia Island Plantation Community Association

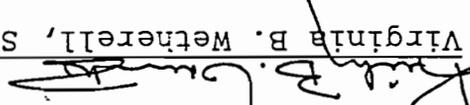
Permit No: 452531619

Page 8

Recommended by

  
Eric L. Bush

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

  
for Virginia B. Wetherell, Secretary

5 pages attached.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to 120.52(9), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

  
Date 7-31-95

**olsen**  
 Associates, Inc.  
 4438 Herschel Street  
 Jacksonville, FL 32210  
 (904) 387-6114  
 (Fax) 384-7368

**SOUTH AMELIA ISLAND  
 BEACH RESTORATION PROJECT  
 TERMINAL GROIN FIELD  
 PROJECT LOCATION**

DATE: 8/6/93  
 DRAWN BY: M.R.L.  
 SHEET 1 OF 5

DATE: APR 17 1995  
 APPROVED: [Signature]  
 REVISION: 1



R - DNR CCCL MONUMENTATION

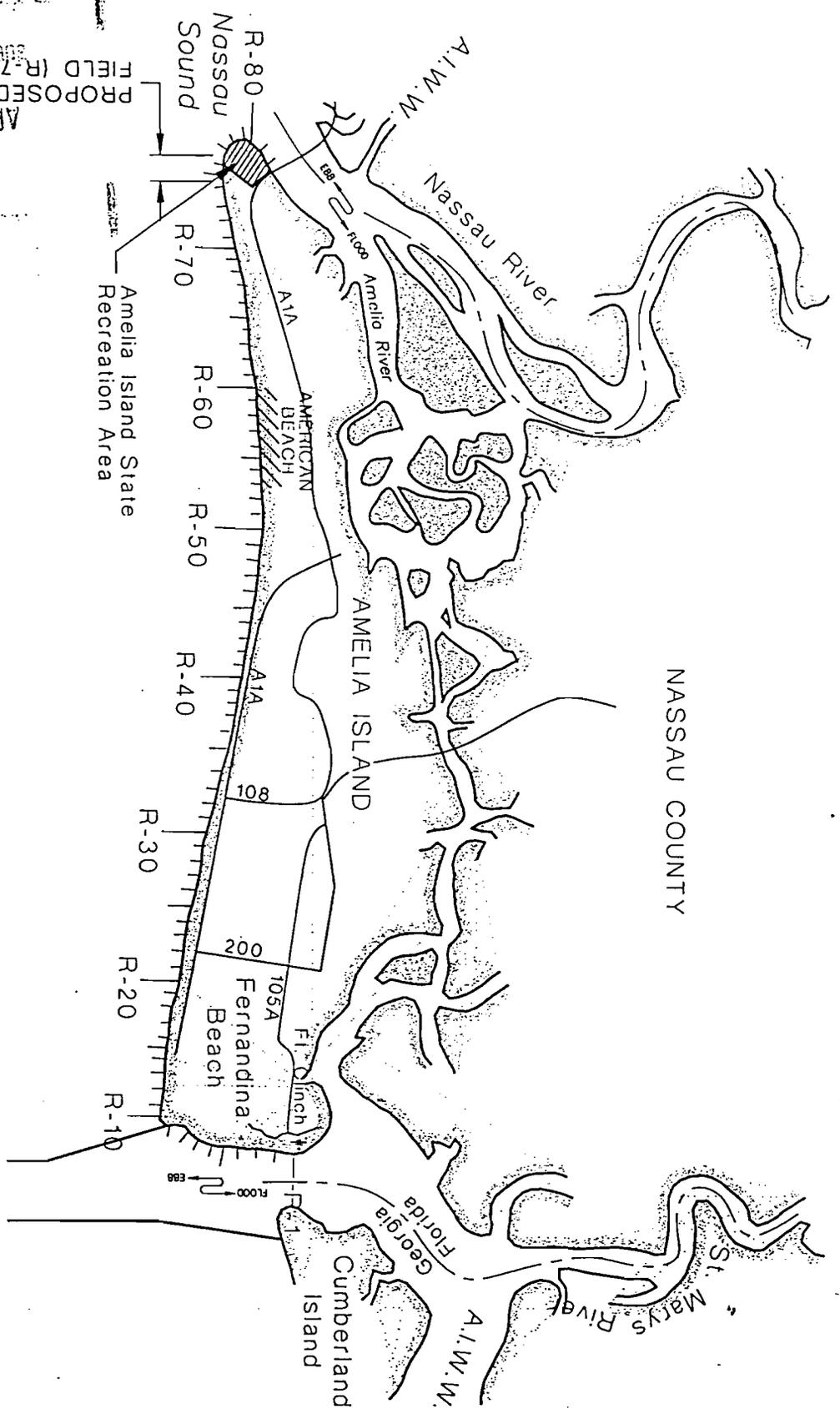
RECEIVED  
 APR 17 1995  
 SUBSISTENCES & ENVIRONMENTAL

**LOCATION MAP**

ATLANTIC OCEAN  
 Nassau County  
 Amelia Island State Recreation Area  
 St. Mary's Entrance  
 (Federal Nav. Project)

R 28 E  
 T 2 N  
 S 22.18

R 29 E  
 T 1 N  
 S 1,6,38,39





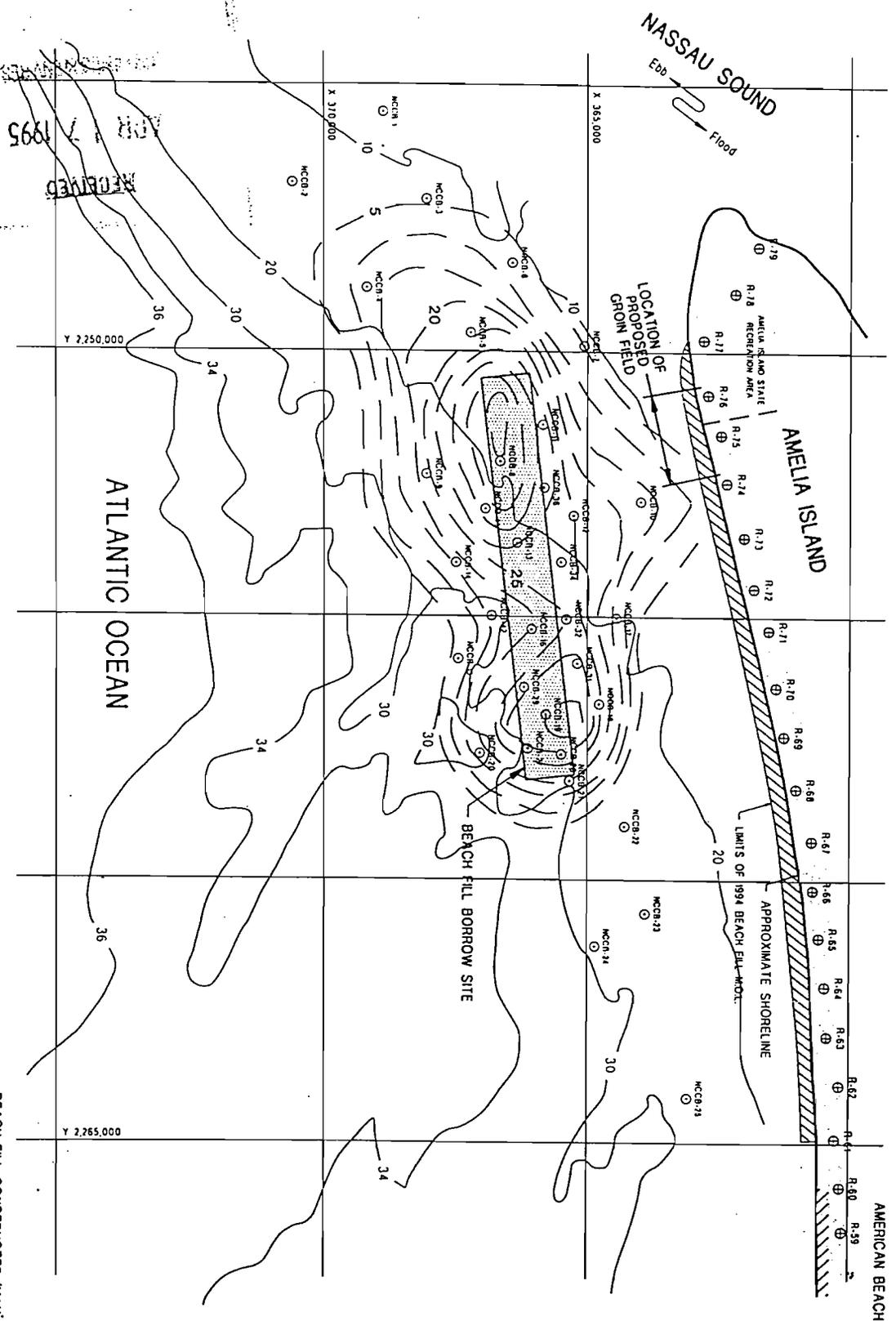
Olsen Associates, Inc.  
 4438 Herschel Street  
 Jacksonville, FL 32210  
 (904) 387-6114  
 (Fax) 384-7368

**SOUTH AMELIA ISLAND  
 BEACH RESTORATION PROJECT  
 TERMINAL GROIN FIELD  
 PROJECT LOCATION**

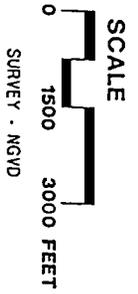
DATE: 8/6/93  
 DRAWN BY: M.R.L.  
 SHEET 2 OF 5

DATE	APPROVED	REVISION
APRIL 1995		1
MAY 1995		2
JULY 1995		3

**LEGEND**  
 — DEPTH CONTOUR (FT.)  
 --- ISOLINES OF SEDIMENT DEPTH (FT.)  
 ⊕ VIBRACORE LOCATION  
 ⊙ DNR R-MONUMENTS



BEACH FILL CONSTRUCTED (MAY-JULY, 1994)  
 (R-61 - R-77)  
 BORROW SITE PLAN DIMENSIONS  
 800 FT. X 7,500 FT.





Olsen Associates, Inc.  
 4438 Herschel Street  
 Jacksonville, FL 32210  
 (904) 387-6114  
 (Fax) 384-7368

**SOUTH AMELIA ISLAND  
 BEACH RESTORATION PROJECT  
 NASSAU COUNTY, FLORIDA**

DATE: APRIL 1995	APPROVED: [Signature]
REVISION: 1	DATE: 8/3/94
DRAWN BY: M.R.L.	

3 SHEET  
 OF 5

AMELIA ISLAND  
 STATE RECREATION AREA

P.L.R.  
 A.S.R.A.

AMELIA ISLAND

SCALE  
 0 100 200 FEET  
 DATUM : N.G.V.D.  
 SURVEY DATE: FEBRUARY 7, 1995

Y 2,251,000  
 X 361,000

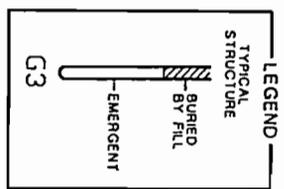
Y 2,252,000  
 X 362,000

Y 2,253,000  
 X 364,000

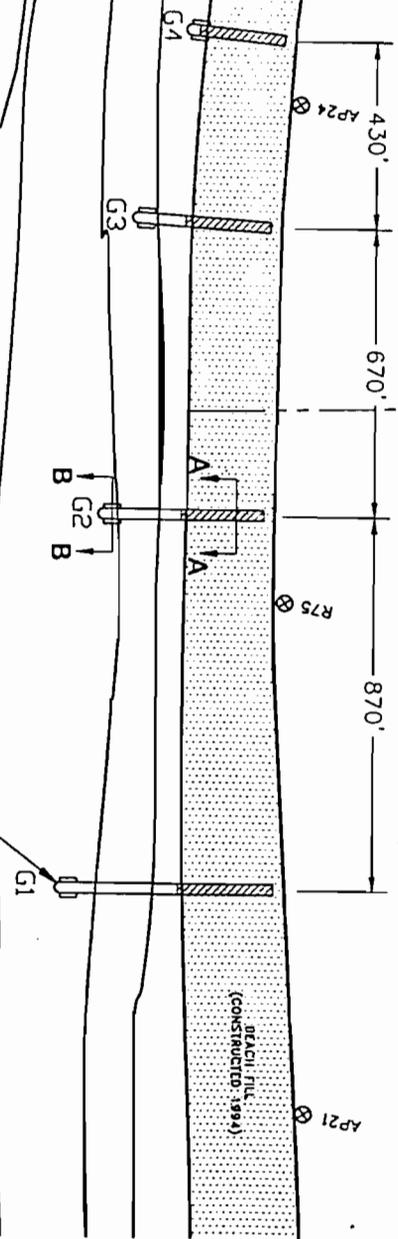
NOT FOR PURPOSES OF CONSTRUCTION

RECEIVED  
 APR 17 1995

ATLANTIC OCEAN



LONGARD TUBE (TYP.)



X 363,000  
 LONG 012608

X 362,000

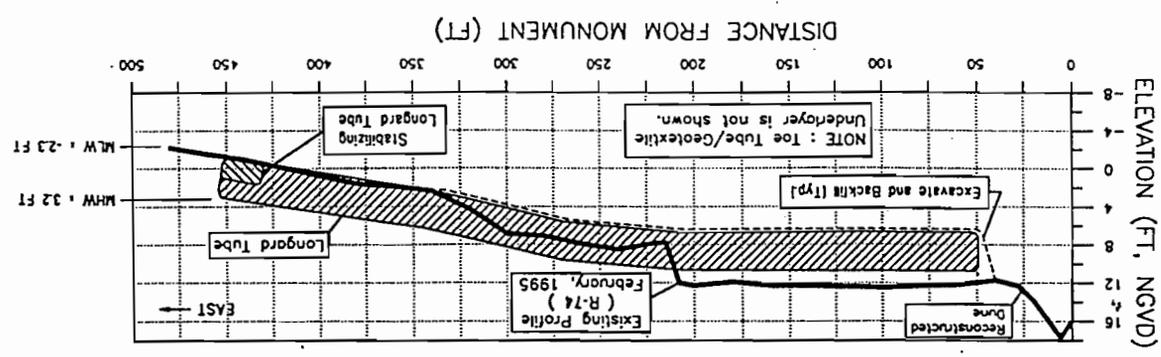
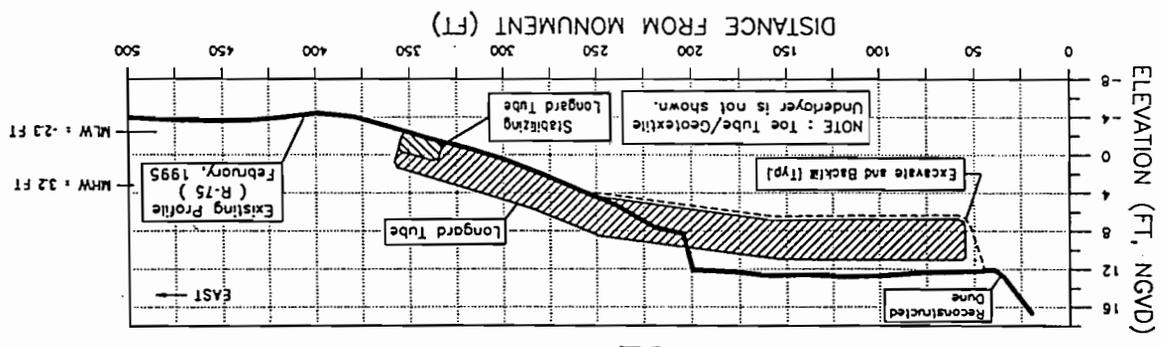
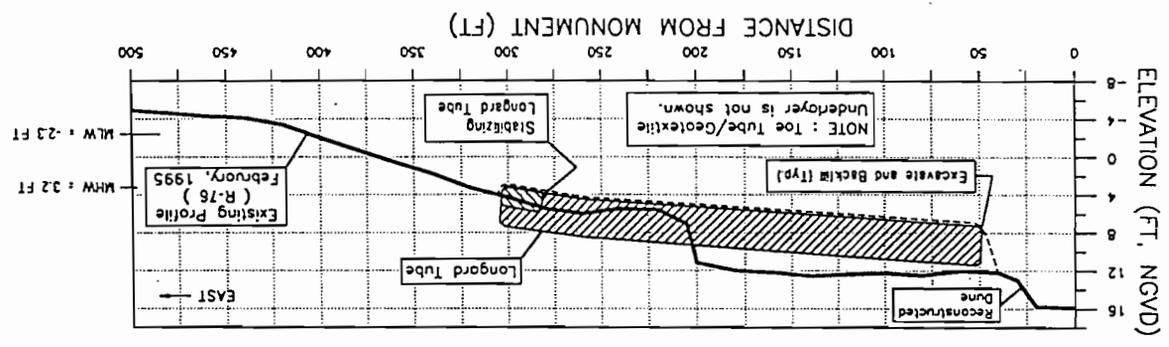
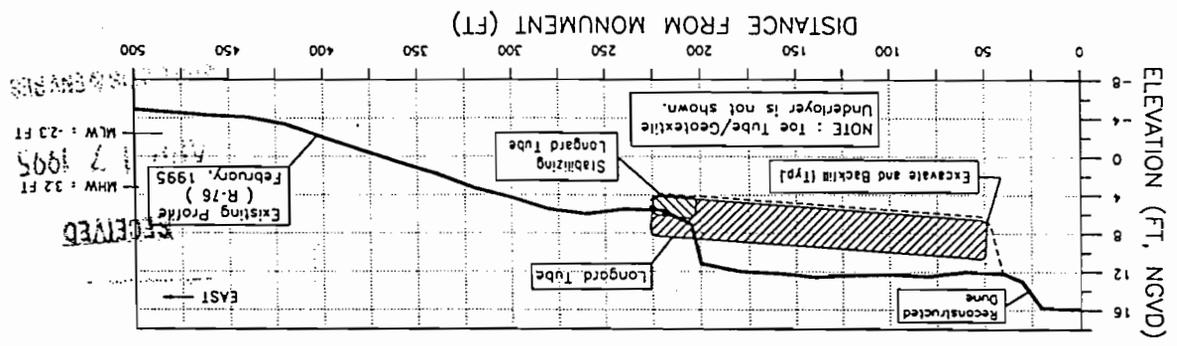


olsen  
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 (904) 387-6114  
 (Fax) 384-7368

**SOUTH AMELIA ISLAND  
 BEACH RESTORATION PROJECT  
 TERMINAL GROIN FIELD  
 NASSAU COUNTY, FLORIDA**

DATE: APRIL 1995  
 APPROVED: [Signature]  
 REVISION: 1  
 DATE: 4/10/95  
 DRAWN BY: M.R.L.  
 SHEET 4 OF 5

NOT FOR PURPOSES OF CONSTRUCTION



RECEIVED  
 FEBRUARY 1995  
 MHW = 3.2 FT  
 MLW = -2.3 FT

RECEIVED  
 FEBRUARY 1995  
 MHW = 3.2 FT  
 MLW = -2.3 FT

RECEIVED  
 FEBRUARY 1995  
 MHW = 3.2 FT  
 MLW = -2.3 FT

RECEIVED  
 FEBRUARY 1995  
 MHW = 3.2 FT  
 MLW = -2.3 FT

olsen  
 associates, inc.  
 4438 Herschel Street  
 Jacksonville, FL 32210  
 (904) 387-6114  
 (Fax) 384-7368

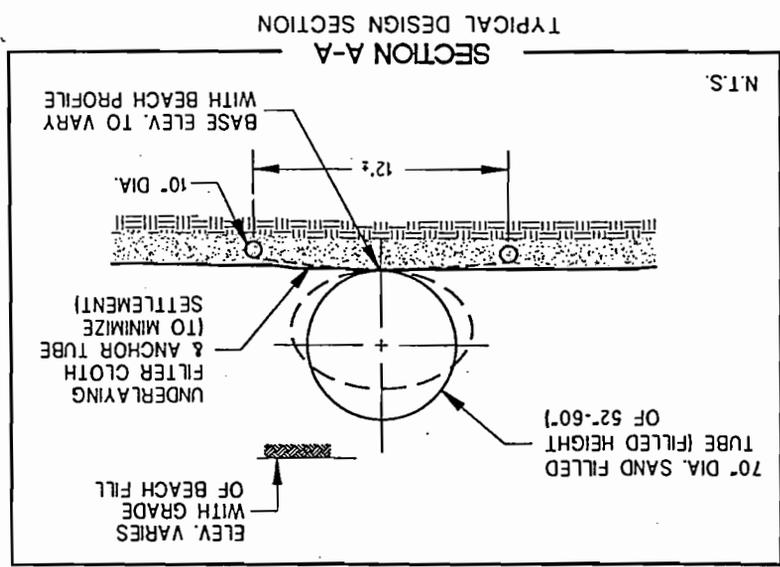
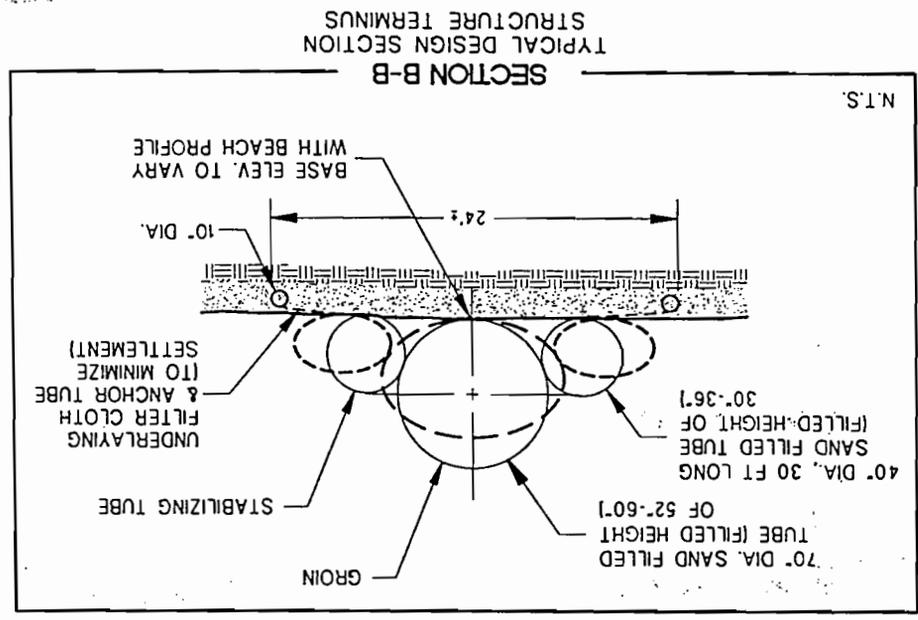
SOUTH AMELIA ISLAND  
 BEACH RESTORATION PROJECT  
 TERMINAL GROIN FIELD  
 NASSAU COUNTY, FLORIDA

DATE: APRIL 1995  
 APPROVED: [Signature]  
 E.D.O.  
 DRAWN BY: M.R.L.  
 SHEET 5 OF 5

NOTE:  
 1) MINOR REVISIONS TO DESIGN MAY BE REQUIRED AT THE TIME OF CONSTRUCTION DUE TO VARIABILITY OF BEACH FILL.  
 2) DESIGN REPRESENTED HEREIN IS CONCEPTUAL ONLY.  
 3) ESTIMATED EXCAVATION REQUIREMENT IS 2200 CY M.O.L.

NOT FOR PURPOSES OF CONSTRUCTION

RECEIVED  
 APR 17 1995



# Post Conspicuously on the Site

RMB  
cc: Permit Information Center  
Area Inspector  
Permittee

Bureau of Beaches and Coastal Systems  
3900 Commonwealth Blvd. - M.S. 310  
Tallahassee, Florida 32399-3000  
Telephone (904) 488-3180

Date of Notice 8/14/95 Robert M. Brantly, R., P.E.

Questions regarding the permit or this notice should be directed to the undersigned at:

**Project Description:** The applicant/permittee is authorized to construct a temporary groin field consisting of four groins. Each groin consists of one or more 70-inch diameter sand-filled Longard tubes placed over a geotextile filter cloth. The edge of the filter cloth is anchored by a 10-inch diameter sand-filled geotextile tube. Against the seaward end of each groin and where the 70-inch diameter tubes overlap there will be two 40-inch diameter Longard tubes placed parallel to the larger tubes. The overall length of the groins are 400 feet, 328 feet, 250 feet, and 200 feet. The beach berm is to be excavated to place the bottom of the tubes at elevation +7.0 feet NGVD or deeper. Sand to fill the tubes may be obtained from the beach or imported to the site. The landward end of the groins are to be buried and the topography restored to pre-construction conditions. The permittee is also authorized to repair or replace the structures after receiving a written authorization from the Department.

**Project Location:** Between approximately 610 north of Department of Environmental Resources' DNR reference monument R-75 and 335 feet south of DNR reference monument R-76, in Nassau County.

You are hereby granted final authorization to proceed with the construction or activities authorized by the permit number referenced above. Authorized work must conform with the detailed project description, approved plans, and all conditions including preconstruction requirements included in the final order. A brief description of the authorized work follows.

South Amelia Island  
Shoreline Stabilization Association, Inc.  
c/o Erik J. Olsen, P.E.  
Olsen Associates, Inc.  
4438 Herschel Street  
Jacksonville, Florida 32210

Permittee: Permit Expires: July 26, 1996

Permit Number: DBS9A0346 NA

## NOTICE TO PROCEED

### Florida Department of Environmental Protection





# Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Lawton Chiles  
Governor

July 28, 1995

**RECEIVED**

JUL 31 1995

Olsen Associates, Inc.

Mr. Eric Olsen, P.E.  
Olsen and Associates, Inc.  
4438 Herschel Street  
Jacksonville, Florida 32210

Dear Mr. Olsen:

NOTICE TO PROCEED WITHHELD  
PERMIT NUMBER: DBS9A0346 NA

PERMITTEE NAME: South Amelia Island Shoreline Stabilization Association, Inc.

Your request for a permit pursuant to Section 161.041, Florida Statutes, and Chapter 16B-41, Florida Administrative Code, for activities below the mean high water line on sovereign lands of The State of Florida has been approved by the Department of Environmental Protection. However, construction may not commence until after the permittee has received a notice to proceed in accordance with Special Condition 2, and the permittee complies with any preconstruction requirements described in Special Permit Condition 11.

Please read the permit and permit conditions closely before starting construction. Particularly note that General Permit Conditions 1(h), and 1(i) pertain to written reports which must be submitted to the Department of Environmental Protection under the signature and seal of a professional engineer at specified times. Forms for use in preparation of the final certification of completeness and periodic progress report are enclosed. You will need to make sufficient copies of the periodic report form to provide the required reports. The periodic reports are due in the office of the Bureau of Beaches and Coastal Systems on a monthly basis on the last working day of each month beginning at the start of construction.

Special Permit Condition 2.1 requires the permittee to publish a public notice in the newspaper pursuant to Rule 16B-41.012(4)(c), Florida Administrative Code. The public notice must be published within 10 days of the date of your receipt of this final order. A draft of the required notice is enclosed.

The permit will expire one year after the date of issuance of the final order. Upon receipt of a written request signed by the permittee or authorized agent, the Department will consider extending the permit for up to but no more than one additional year. In order to be considered, the time extension request must meet all requirements of Section 16B-41.017, Florida Administrative Code.

A party to this proceeding has the right to request review of this order by the Governor and Cabinet, sitting as the Land and Water Adjudicatory Commission, in accordance with Chapter 42-2, Florida Administrative Code, and specifically Rule 42-2.0131, Florida Administrative Code. To initiate such a review, your request must be filed within twenty (20) days of the date of this order with the Secretary

Virginia B. Wetherell  
Secretary

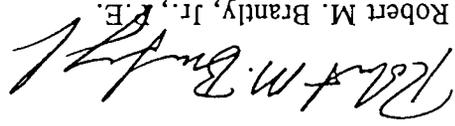
of the Commission at Florida Land and Water Adjudicatory Commission, The Capitol, Room 2105, Tallahassee, Florida 32399-0001. A copy of the request must also be served on both the Department of Environmental Protection, Agency Clerk, 2600 Blair Stone Road, Mail Station 35, Tallahassee, Florida 32399, and on any person named in this order, within 20 days from the date of this order if the request for review is to be effective.

Additionally, any person substantially affected by this determination has the right to request an administrative hearing to be conducted in accordance with the provisions of Section 120.57, Florida Statutes. Should you desire an administrative hearing, your request must comply with the provisions of Rule 28-5.201, Florida Administrative Code, for a formal administrative hearing, or Rule 28-5.501, Florida Administrative Code, if requesting an informal hearing. Requests for such hearings must be sent to the Department of Environmental Protection, Bureau of Beaches and Coastal Systems, Mail Station 310, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and must be received by the Department within twenty-one (21) days after your receipt of this notice. Failure to respond within this allotted time frame shall be deemed a waiver of all rights to an administrative hearing.

In the event that a legally-sufficient petition for hearing is not timely received, you have the right to seek judicial review of this final order, pursuant to Section 120.68, Florida Statutes, and Rule 9.030(b)(1)(c) and 9.110, Florida Rules of Appellate Procedure. To initiate an appeal, a Notice of Appeal must be filed with the Department of Environmental Protection, Office of General Counsel, and with the appropriate District Court of Appeal within thirty (30) days of the date this final order is filed with the Agency Clerk. The Notice filed with the District Court must be accompanied by the filing fee specified in Subsection 35.22(3), Florida Statutes.

You are advised that notice of this agency's final action on this permit shall be given to other interested parties. They have twenty-one (21) days from receipt of a notice or newspaper publication of a public notice to exercise any rights they may have under Chapter 120, Florida Statutes. Actions undertaken by you under this permit, during this period may be subject to modification, removal or restoration. The authorized work is strictly limited to that described on the enclosed final order. Please direct any questions pertaining to this permit to me by letter at the above address, or by telephone at 904/487-4475.

Sincerely,



Robert M. Brandly, Jr., R.E.  
Bureau of Beaches and Coastal Systems

RMB/cj  
Enclosures  
Certified Mail # Z 308-319-395  
cc: Permit Information Center  
Bobbie Nelson, Field Engineer  
Permittee  
Bob Joseph, DEP  
Mark Glisson, DEP  
Nassau County

Public Notice

State of Florida Department of Environmental Protection

You are hereby notified that the Department of Environmental Protection has issued a permit under File Number DBS9A0346 NA to South Amelia Island Shoreline Stabilization Association, pursuant to Section 161.041, Florida Statutes, for construction of a temporary groin field consisting of four groins. The project is located along the ocean shoreline fronting the Amelia Island State Recreation Area and the PLM, Inc., property. The permit and construction plans may be reviewed at the office of the Bureau of Beaches and Coastal Systems, 5050 West Tennessee Street, Building B, Tallahassee, Florida. Copies of the permit may be obtained by contacting the Bureau of Beaches and Coastal Systems at (904)487-4475, or by writing to 3900 Commonwealth Boulevard, Mail Station 310, Tallahassee, Florida 32399.

A party to this proceeding has the right to request review of this order by the Governor and Cabinet, sitting as the Land and Water Adjudicatory Commission, in accordance with Chapter 42-2, Florida Administrative Code, and specifically Rule 42-2.0131, Florida Administrative Code. To initiate such a review, your request must be filed within twenty (20) days of the date of this order with the Secretary of the Commission at Florida Land and Water Adjudicatory Commission, The Capitol, Room 2105, Tallahassee, Florida 32399-0001. A copy of the request must also be served on both the Department of Environmental Protection, Agency Clerk, 2600 Blair Stone Road, Mail Station 35, Tallahassee, Florida 32399, and on any person named in this order, within 20 days from the date of this order if the request for review is to be effective.

Additionally, any person substantially affected by this determination has the right to request an administrative hearing to be conducted in accordance with the provisions of Section 120.57, Florida Statutes. Should you desire an administrative hearing, your request must comply with the provisions of Rule 28-5.201, Florida Administrative Code, for a formal administrative hearing, or Rule 28-5.501, Florida Administrative Code, if requesting an informal hearing. Requests for such hearings must be sent to the Department of Environmental Protection, Office of General Counsel, Agency Clerk, Mail Station 35, Tallahassee, Florida 32399-3000, and must be received by the Department within twenty-one (21) days after publication of this notice. Failure to respond within this allotted time frame shall be deemed a waiver of all rights to an administrative hearing.

In the event that a legally-sufficient petition for hearing is not timely received, you have the right to seek judicial review of this order, pursuant to Section 120.68, Florida Statutes, and Rule 9.030(b)(1)(c) and 9.110, Florida Rules of Appellate Procedure. To initiate an appeal, a Notice of Appeal must be filed with the Department of Environmental Protection, Office of General Counsel, and with the appropriate District Court of Appeal within thirty (30) days of the date this order is filed with the Agency Clerk. The Notice filed with the District Court must be accompanied by the filing fee specified in Subsection 35.22(3), Florida Statutes.



STATE OF FLORIDA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 Division of Beaches and Shores  
 Bureau of Coastal Engineering and Regulation  
 3900 Commonwealth Blvd. - Mail Station 310  
 Tallahassee, Florida 32399-3000  
 (904) 488-3180



PERMIT NUMBER: DBS9A0346 NA

PERMITTEE

South Amelia Island  
 Shoreline Stabilization Association, Inc.  
 c/o Erik J. Olsen, P.E.  
 Olsen Associates, Inc.  
 4438 Herschel Street  
 Jacksonville, Florida 32210

PERMIT FOR CONSTRUCTION OR OTHER ACTIVITIES  
 PURSUANT TO SECTION 161.041, FLORIDA STATUTES

FINAL ORDER

FINDINGS OF FACT: An application for authorization to conduct the activities below mean high water line on sovereignty lands of Florida which are indicated in the project description was filed by the applicant/permittee named herein on August 8, 1994, and was determined to be complete pursuant to rule on July 13, 1995. The application was considered by the Secretary of the Department of Environmental Protection.

CONCLUSIONS OF LAW: After considering the merits of the proposal and any written objections from affected persons, the Department finds that on compliance with the permit conditions, the activities indicated in the project description are of such a nature that they will result in no significant adverse impacts to the sandy beaches of the state; are not expected to adversely impact nesting sea turtles, their hatchlings, or their habitat; will not interfere, except during construction, with the use by the public of any area of the beach seaward of mean high water; are appropriately designed in accordance with Rule 16B-41, Florida Administrative Code. Based on the foregoing considerations, the Secretary approves the application; authorizes construction and/or activities at the location indicated below in strict accordance with the project description; the approved plans (if any) which by this reference are incorporated herein; the conditions provided in Rule 16B-41.015, Florida Administrative Code; and any additional conditions shown below, pursuant to Rule 16B-41.015(2), Florida Administrative Code.

EXPIRATION DATE: July 27, 1996

LOCATION: Between approximately 610 north of Department of Environmental Resources' DNR reference monument R-75 and 335 feet south of DNR reference monument R-76, in Nassau County.

PROJECT DESCRIPTION: The applicant/permittee is authorized to construct a temporary groin field consisting of four groins. Each groin consists of one or more 70-inch diameter sand-filled Longard tubes placed over a geotextile filter cloth. The edge of the filter cloth is anchored by a 10-inch diameter sand-filled geotextile tube. Against the seaward end of each groin and where the 70-inch diameter tubes overlap there will be two 40-inch diameter Longard tubes placed parallel to the larger tubes. The overall length of the groins are 400 feet, 328 feet, 250 feet, and 200 feet. The beach berm is to be excavated to place the bottom of the tubes at elevation +7.0 feet NGVD or deeper. Sand to fill the tubes may be obtained from the beach or imported to the site. The landward end of the groins are to be buried and the topography restored to pre-construction conditions. The permittee is also authorized to repair or replace the structures after receiving a written authorization from the Department.

#### SPECIAL PERMIT CONDITIONS:

1. No work shall be conducted under this permit until the permittee has received a written notice to proceed from the Department.

2. Prior to issuance of the notice to proceed, the permittee shall submit the following:

2.1 Written evidence that a public notice of the Department's action, advising the public of their rights pursuant to Chapter 120, Florida Statutes, has been published for one day in the largest newspaper of general circulation in Nassau County. A certification from the newspaper showing compliance shall be provided to the staff.

2.2 A resolution from the Nassau County Board of County Commissioners, sitting as head of the municipal service benefits unit which sponsors the restoration project, that it will provide financial assurance to ensure compliance with the conditions of this permit to repair, alter, or remove the structures should they cause or contribute to an adverse impact to any part of Amelia Island or become derelict, ineffective, or otherwise prove to be undesirable or unnecessary.

2.3 Two copies of final construction plans and specifications for the project. The final plans shall be signed and sealed by a professional engineer, registered in the State of Florida.

3. A hydrographic monitoring program shall be conducted to monitor the performance of the groin field project and to identify potential erosion patterns along the adjacent shoreline. Where applicable, the permittee may perform the program in conjunction with the monitoring program required by Permit DBS9A0328 NA. The monitoring program shall consist of the following:

3.1 Topographic surveys to include profiles from DNR reference monument R-74 through DNR reference monument R-80 along the same bearing previously surveyed by the Department; Profile R-77.5; and Profiles AP-21 through AP-25. The surveys shall commence from the survey monument or a point 50 feet landward of the vegetation line and extend seaward to a depth of closure. Additional beach profile surveys as necessary shall be conducted between profile AP-21 and DNR reference monuments R-78 to provide a survey map depicting topographic contours on one-foot intervals to -4.0 feet NGVD. An as-built survey depicting the crest elevation of the entire length of each Longard tube shall be conducted immediately following construction. A survey depicting the crest elevation of the exposed Longard tubes shall be conducted with each monitoring survey and shown of the contour map referenced above. The monitoring surveys shall be conducted immediately before construction, immediately following completion of construction, every six months following completion of construction for a period of two years and annually thereafter. A monitoring survey shall also be conducted immediately following any major storm event and the placement of any sand fill.

3.2 The topographic data shall be submitted to the Department within 30 days of completion of each survey. In addition to cross-sectional and contour drawings, the survey data shall be submitted on 3.5-inch or 5.25-inch double-sided high density floppy disk in an ASCII format and include survey control information for all profiles. The data shall be arranged according to the DBP/DBS specifications and shall include all of the information required by the DBP/DBS specifications. Within 90 days of completion of each annual survey, the permittee shall submit an engineering report summarizing the monitoring data and project performance.

3.3 Aerial photography of the project area for each monitoring survey shall be conducted by the permittee. The aerial photography shall be completed as close to the date of each survey as possible and shall be high altitude, near vertical aerial photography which can be rectified at a later date, if it becomes necessary to evaluate the impacts occurring as a result of the project.

4. The following conditions shall be used in part to determine the effectiveness and impacts associated with this project and the minimum corrective actions to be taken by the permittee. The criteria does not limit the circumstances in which the Department would consider the structure to be causing an adverse impact to the coastal system. The permittee will notify the Department prior to commencement of any of the activities required below.

4.1 If the +6.0 feet NGVD contour of the beach recedes to or landward of its May 1994 location at any point within the segment of shoreline south of the groin field and north of Profile R-77.5 or to within 50 feet of its May 1994 location at Profile AP-25, then, within 90 days, the permittee shall place sand fill to restore the beach and maintain the +6.0 feet NGVD contour seaward of its May 1994 location. The permittee may also remove all or portions of one or more groins.

4.2 If the +6.0 feet NGVD contour recedes more than 20 feet landward of its May 1994 location at any point within the segment of shoreline south of the groin field and north of Profile R-77.5, then within 90 days the permittee shall remove all or portions of one or more groins and place additional sand fill to restore the beach and maintain the +6.0 feet NGVD contour seaward of its May 1994 location.

5. The permittee shall repair, adjust, alter or remove the groin field, upon written notice from the Department that the structure is causing a significant adverse impact or is inconsistent with Section 370.12, Florida Statutes, or becomes derelict, ineffective, otherwise proves to be undesirable or becomes unnecessary. The permittee shall also be required to restore the impacted coastal system. Repair, adjustment, alteration, or removal and restoration required under this provision, shall be accomplished by the permittee at no cost to the State of Florida.

6. Construction, operation, transportation or storage of equipment or materials are authorized seaward of the vegetation line, existing seawalls or bulkheads, during the marine turtle nesting season from August 1, 1995 through October 15, 1995 only. Access to the work site shall be restricted to the route which runs parallel to the shoreline that is already compacted by continuous vehicular usage.

7. If work associated with this permit is performed during the period authorized above, daily surveys of the nesting beach shall have been conducted at least 65 days prior to the commencement of construction activities. Surveys shall also be required to continue throughout the period when construction activities are underway. Nests that are deposited in areas where construction activities are proposed or underway shall be marked and left in place, unless other factors (inundation, erosion) threaten the success of the nest. An area around the nest shall be

marked by use of survey tape and stakes so that no construction activity occurs within 10 feet of the nest.

8. In order to further reduce possible adverse impacts to nesting marine turtles, nighttime monitoring is required in the project area during any periods when excavated trenches remain present at night and during any period when nighttime construction is being conducted. Nighttime monitors will record data on false crawls, successful nesting and any additional activities of marine turtles or hatchlings in the project area.

9. All surveys, monitoring, nest marking and nest inventory activities shall be conducted by persons listed on a valid permit issued by the Department, Division of Marine Resources, pursuant to Florida Administrative Code Rule 62R-1.

10. Temporary lighting of the construction area is authorized at any time during construction subject to the following standards. Lighting shall only be utilized to complete filling of a Longard tube. All such lighting shall be the minimal lighting necessary to comply with safety requirements. Direct illumination of the beach shall be restricted to the immediate area of construction only. Low pressure sodium vapor lamps shall be required for all temporary construction lighting associated with the project that is visible from the beach. All equipment operation at night shall be minimized as much as possible. Lighting on offshore equipment shall be shielded to avoid excessive illumination of the water, while meeting all Coast Guard requirements.

11. Prior to commencement of construction activity authorized by this permit, a preconstruction conference shall be held at the site among the contractor, the permittee or authorized agent, all individuals responsible for marine turtle protection, and a staff representative of the Bureau of Beaches and Coastal Systems to establish an understanding among the parties as to the items specified in the special and standard conditions of the permit. The proposed locations of the structures shall be staked out for the conference.

12. No future construction activities involving the temporary groin field shall occur during the marine turtle nesting season without further written authorization from the Department.

13. A report on all nesting activity and marine turtle protection measures taken during construction shall be provided to the Department by November 15, 1995. The report submitted shall include daily report sheets noting all activity, nesting success rates, hatching success of all nests within 500 ft. of the project area, dates of construction and names of all personnel involved in nest surveys and relocation activities.

14. The permittee shall hold and save the State of Florida, the Department, its officers and employees, harmless from any damage, no matter how occasioned and no matter what the amount, to persons or property which might result from the coastal construction authorized under the permit and from any and all claims and judgments resulting from such damage.

CAVEAT: The permittee shall bear responsibility for the performance of the groin field. By approving this permit request, the Department does not endorse or certify the structural adequacy of the sand-filled Longard tubes to perform as a shore protection structure or that the design will not result in adverse impacts to the coastal system. Approval of this permit does not imply future approval of a permit for the placement of additional Longard tubes or to retain or replace this temporary structure with a permanent structure.

Approved plans are incorporated into this permit by reference.

Done and ordered this 27<sup>th</sup> day of July, 1995, in Tallahassee, Florida.

State of Florida  
Department of Environmental Protection

*for*  
*Virginia B. Wetherell*  
Secretary

GENERAL PERMIT CONDITIONS

DBS

Pursuant to Section 161.041, Florida Statutes and Chapter 16B 41, Florida Administrative Code

6B-41.015 Coastal Construction Permit Conditions.

(1) The following permit conditions shall apply to all permits issued pursuant to this Chapter unless waived or modified in accordance with subsection (3) below:

(a) The permittee shall carry out the coastal construction for which the permit was granted in accordance with the plans and specifications which were approved by the Department as part of the permit. Any deviation herefrom, without written approval from the Bureau, shall be grounds for suspension of the work and revocation of the permit pursuant to Section 20.60(7), Florida Statutes, and may result in assessment of civil fines or issuance of an order to alter or remove the unauthorized structure, or both. No modifications to other coastal construction shall be conducted. No modifications to project size, location, or structural design are authorized without prior written approval from the Department. A copy of the permit, notice to proceed, any modifications, time extensions, or permit transfers shall be conspicuously displayed at the project site.

(b) The permittee shall conduct the coastal construction authorized under the permit using extreme care to prevent any adverse impacts to the coastal system, marine turtles, nests and their habitat or adjacent property and structures.

(c) The permittee shall allow any duly authorized member of the staff to enter upon the premises associated with the project authorized by the permit and with the rules of the Department, until all coastal construction authorized or required in the permit has been completed, and all reports, certifications, or other documentation of project performance are received and accepted by the Department.

(d) The permittee shall hold and save the State of Florida, the department, its officers and employees, harmless from any damage, no matter how occasioned and no matter what the amount, to persons or property which might result from the coastal construction authorized under the permit and from any and all claims and judgments resulting from such damage.

(e) The permittee shall allow the Department to use all records, notes, monitoring data and other information relating to construction or operation under the permit which are submitted for any purpose it may deem necessary or convenient, except where such use is otherwise specifically forbidden by law. The permittee shall not disturb existing beach and dune or inlet topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored as prescribed in the permit, with suitable fill material or revegetated with appropriate beach and dune vegetation.

(g) The permittee shall immediately inform the Bureau of any change of mailing address of the permittee and authorized agent until all requirements of the permit are met.

(h) The permittee shall provide periodic progress reports certified by an engineer registered in the State of Florida. The reports shall be submitted on a monthly basis beginning at the start of construction and continuing until all work has been completed. The engineer shall certify



Olsen Associates, Inc.  
Coastal Engineering  
4438 Herschel St.  
Jacksonville, Florida 32210  
(904) 387-6114 (Fax) 384-7308

# PLANS FOR THE CONSTRUCTION OF SOUTH AMELIA ISLAND TERMINAL GROIN FIELD FOR SOUTH AMELIA ISLAND SHORE STABILIZATION ASSOCIATION, INC

JUL 26 1995

APPROVED BY ALL OF THE BEACHES  
BY BOARD OF BEACHES AND COASTAL SYSTEMS  
FLORIDA DEPT. OF  
ENVIRONMENTAL PROTECTION

AUTHORIZED CONSTRUCTION AND ANY OTHER AUTHORIZED  
ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE  
PERMIT. CONSTRUCTION AND ACTIVITIES ARE STRICTLY  
LIMITED TO THOSE BOTH SHOWN ON THE APPROVED PLANS  
AND LISTED IN THE PROJECT DESCRIPTION. THIS PERMIT  
IS ISSUED PURSUANT TO CH. 161, F.S., AND OTHER PERMITS  
MAY BE REQUIRED.

## INDEX OF PLANS

### SHEET

1. DATA SHEET
2. SURVEY BASELINE
3. EXISTING CONDITIONS/EASEMENT LOCATIONS
4. EXISTING CONDITIONS/EASEMENT LOCATIONS
5. PLAN OF IMPROVEMENT
6. DESIGN DETAILS
7. DESIGN DETAILS

REVIEWED DATE 8/14/95, DBS940346 A  
DATE DBS. 346 PERMIT NO.

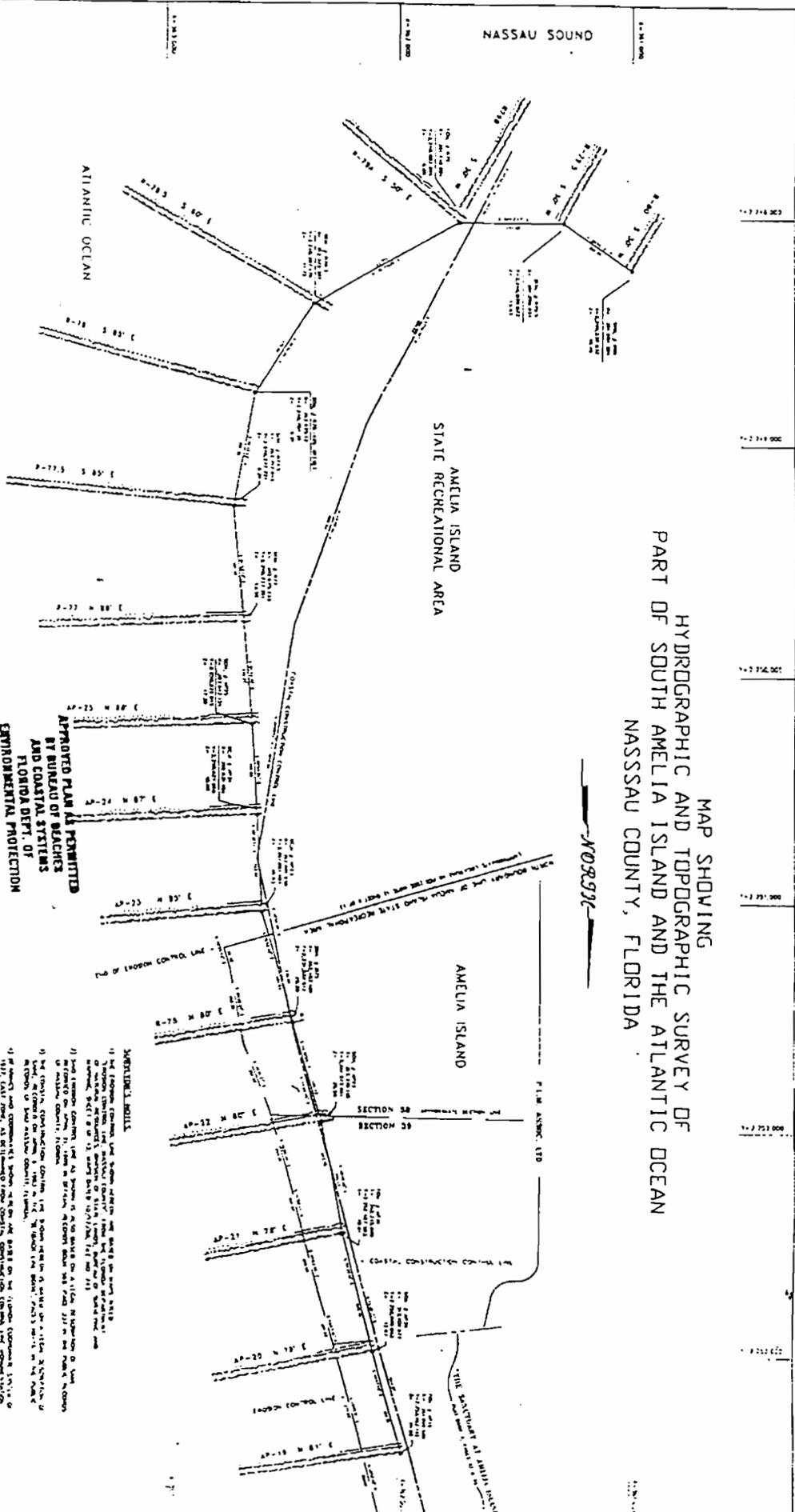
CONTRACT DRAWINGS

SET NUMBER: DBS940346 A  
DATE OF ISSUE: 25 July 95



MAP SHOWING  
HYDROGRAPHIC AND TOPOGRAPHIC SURVEY OF  
PART OF SOUTH AMELIA ISLAND AND THE ATLANTIC OCEAN  
NASSAU COUNTY, FLORIDA

NO 9292



APPROVED PLAN AS PERMITTED  
BY BUREAU OF BEACHES  
AND COASTAL SYSTEMS  
FLORIDA DEPT. OF  
ENVIRONMENTAL PROTECTION

AUTHORIZED CONSTRUCTION AND ANY OTHER AUTHORIZED  
ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE  
PERMIT. CONSTRUCTION AND ACTIVITIES ARE STRICTLY  
LIMITED TO THOSE BOTH SHOWN ON THE APPROVED PLANS  
AND LISTED IN THE PROJECT DESCRIPTION. THIS PERMIT  
IS ISSUED PURSUANT TO CH. 181, F.S., AND OTHER PERMITS  
MAY BE REQUIRED.

REVIEWED *[Signature]* DATE 8/1/95 PENALTY NO. D85 346

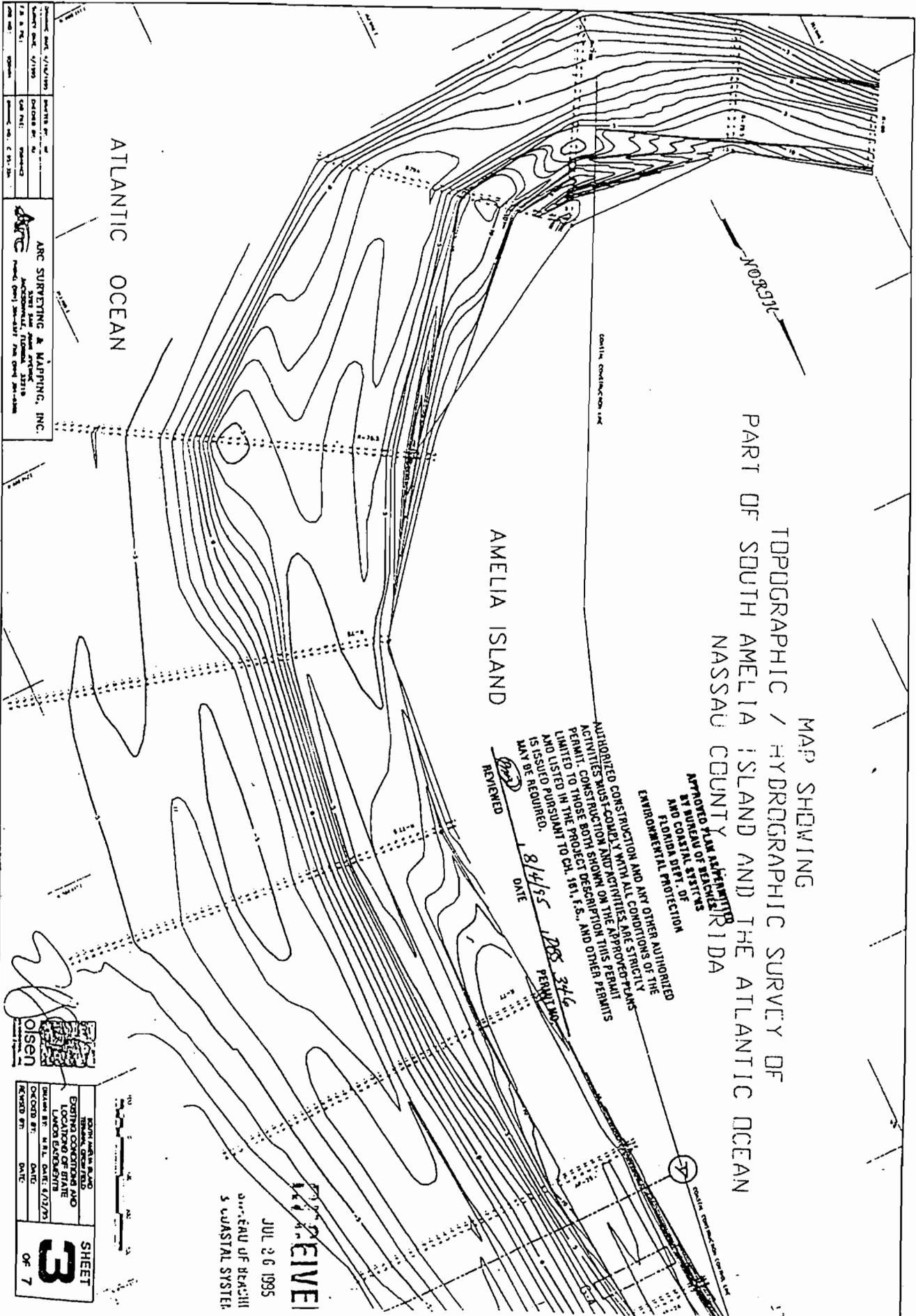
- NOTICE TO CONTRACTORS**
- 1) The Engineer, Geologist, and Surveyor are not responsible for the accuracy of the data shown on this map.
  - 2) The Engineer, Geologist, and Surveyor are not responsible for the accuracy of the data shown on this map.
  - 3) The Engineer, Geologist, and Surveyor are not responsible for the accuracy of the data shown on this map.
  - 4) The Engineer, Geologist, and Surveyor are not responsible for the accuracy of the data shown on this map.
  - 5) The Engineer, Geologist, and Surveyor are not responsible for the accuracy of the data shown on this map.
  - 6) The Engineer, Geologist, and Surveyor are not responsible for the accuracy of the data shown on this map.
  - 7) The Engineer, Geologist, and Surveyor are not responsible for the accuracy of the data shown on this map.
  - 8) The Engineer, Geologist, and Surveyor are not responsible for the accuracy of the data shown on this map.
  - 9) The Engineer, Geologist, and Surveyor are not responsible for the accuracy of the data shown on this map.
  - 10) The Engineer, Geologist, and Surveyor are not responsible for the accuracy of the data shown on this map.

Project No.	NO 9292
Client	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Scale	AS SHOWN
Date	8/1/95
Author	ARC SURVEYING & MAPPING, INC.
Checked	ARC SURVEYING & MAPPING, INC.
Approved	ARC SURVEYING & MAPPING, INC.

*[Signature]*  
Olsen

PROJECT NO.	NO 9292
CLIENT	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SCALE	AS SHOWN
DATE	8/1/95
AUTHOR	ARC SURVEYING & MAPPING, INC.
CHECKED	ARC SURVEYING & MAPPING, INC.
APPROVED	ARC SURVEYING & MAPPING, INC.

SHEET 2 OF 7



MAP SHOWING  
 TOPOGRAPHIC / HYDROGRAPHIC SURVEY OF  
 PART OF SOUTH AMELIA ISLAND AND THE ATLANTIC OCEAN  
 NASSAU COUNTY  
 APPROVED PLAN APPENDIX B  
 FLORIDA

AUTHORIZED CONSTRUCTION AND ANY OTHER AUTHORIZED  
 ACTIVITIES MUST COMPLY WITH ALL CONDITIONS OF THE  
 PERMIT. CONSTRUCTION SHOWN ON THE APPROVED PLANS  
 LIMITED TO THOSE BOTH DESCRIBED IN SECTION THIS PERMIT  
 AND LISTED PURSUANT TO CH. 161, F.S., AND OTHER PERMITS  
 MAY BE REQUIRED.  
 DATE 8/4/95 PERMIT NO. 346  
 REVIEWED

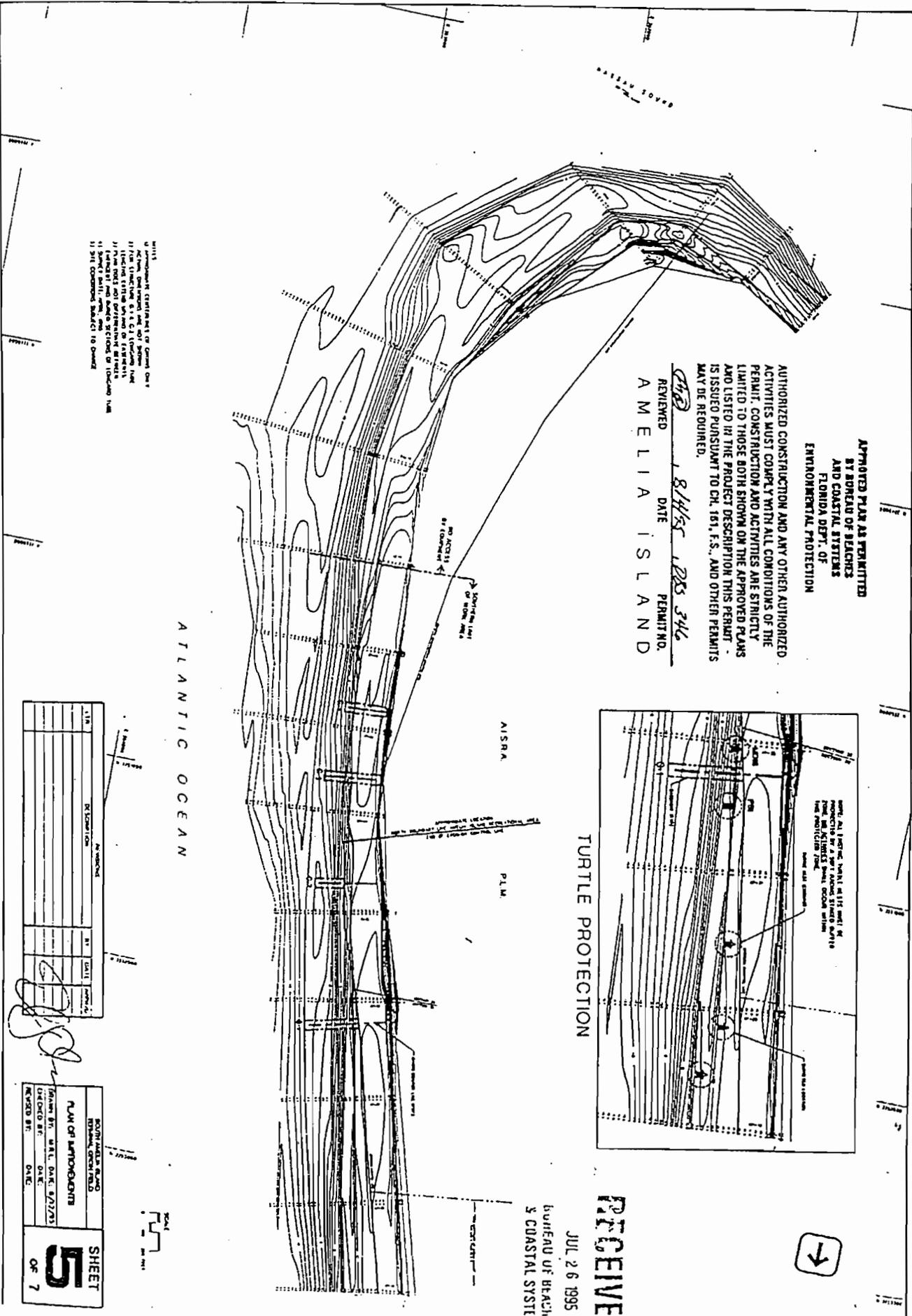
Project No.	100-1000
Sheet No.	3
Scale	1" = 100'
North Arrow	True North
Contour Interval	5'
Projection	North
Map Date	8/4/95
Map By	ARC SURVEYING & MAPPING, INC.
Map For	ARC SURVEYING & MAPPING, INC.

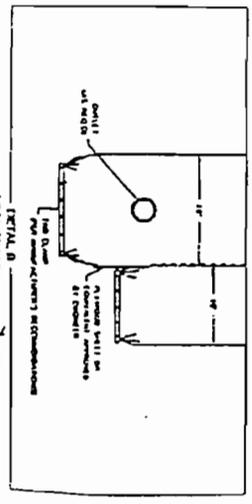
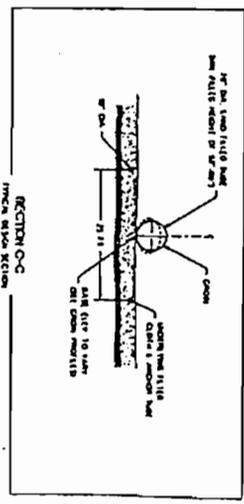
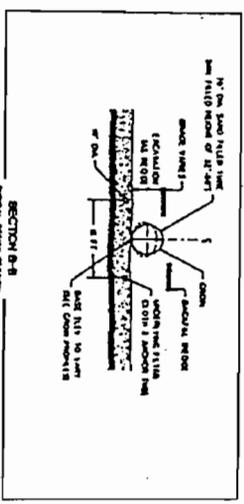
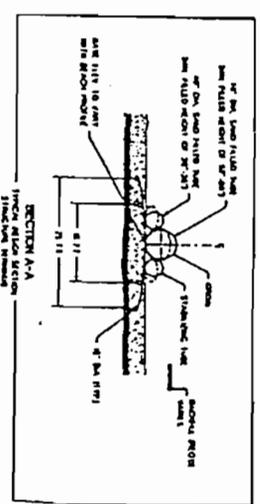
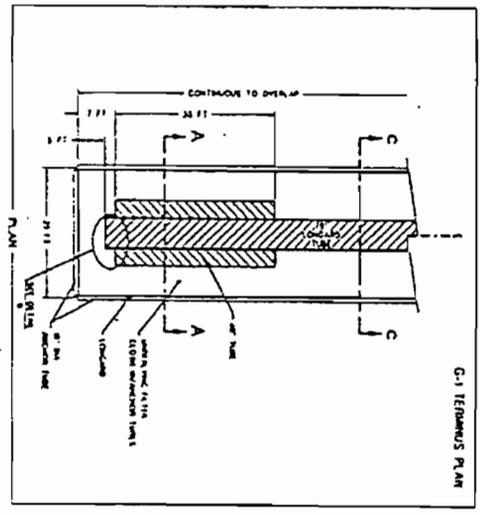
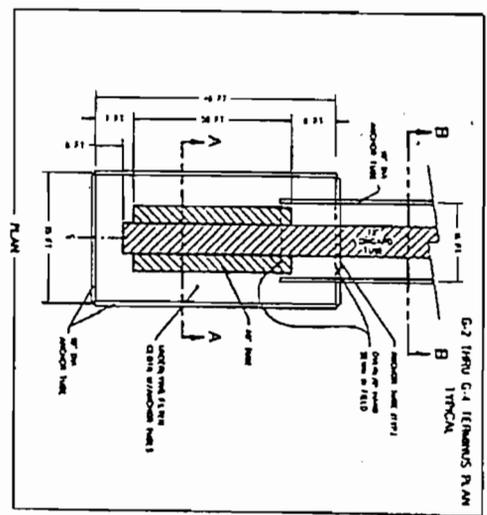
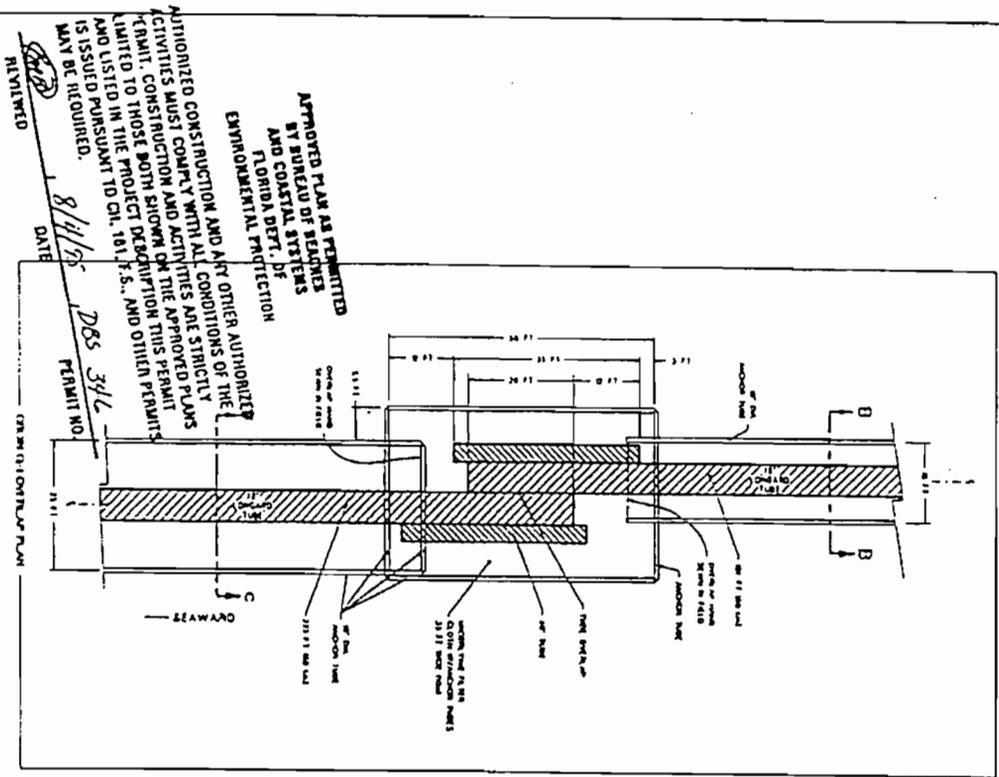


EXISTING CONDITIONS AND LOCATION OF STATE LAND EVIDENCE	SCALE BY: M.S.L. DATE: 6/27/95
RECORD BY: DATE:	DATE:
SHEET <b>3</b> OF 7	

RECEIVED  
 JUL 26 1995  
 BUREAU OF BEACHES  
 & COASTAL SYSTEMS







- NOTES:
1. Section including proposed improvements per item 8 above.
  2. All excavation (Construction) and backfill to be done in accordance with the approved plans.
  3. All excavation work to be done within the approved limits.
  4. No excavation to be done within the approved limits.
  5. Construction shall comply with all applicable codes.
  6. Construction shall comply with all applicable codes.
  7. Construction shall comply with all applicable codes.
  8. Construction shall comply with all applicable codes.
  9. Construction shall comply with all applicable codes.
  10. Construction shall comply with all applicable codes.

DATE	DESCRIPTION	BY	DATE	REVISION

DESIGNED BY: M.E.L. DATE: 6/27/95  
 CHECKED BY: DATE: DATE:  
 REVISIONS BY: DATE:

**SHEET 6 OF 7**



DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
P. O. BOX 4970  
JACKSONVILLE, FLORIDA 32232-0019



REPLY TO  
ATTENTION OF

AUG 03 1995

Regulatory Division  
North Permits Branch  
199301096(IP-MM) Modification

Amelia Island Plantation  
Community Association, Inc  
Post Office Box 3000  
Amelia Island, Florida 32034-1330

Dear Sir or Madam:

Reference is made to your request to modify Department of the Army  
Permit number 199301096(IP-ME).

The originally permitted work consisted of the placement of  
approximately 2.2 million cubic yards of sand over 231 acres of beach  
for the purpose of beach renourishment. This modification is for  
additional work and would result in the installation of four  
geotextile longard tubes perpendicular to the shore at the south end  
of Amelia Island in Sections 38 and 39, Township 1 North, Range 29  
East, Amelia Island, Nassau County, Florida as illustrated in the  
attached 5 pages of drawings.

The impacts of the proposed work on navigation and the environment  
have been evaluated and found to be insignificant. The permit is  
hereby modified in accordance with your request and the attached sea  
turtle protection plan.

You are advised that you must implement the measures delineated in  
the attached sea turtle protection plan. You are also advised that  
you are required to remove, replace, or repair any tube that  
disintegrates or is otherwise damaged to the extent that a piece of  
the tube or any of the contents within the tube are displaced. In  
addition, you are advised that you are required to contact the  
Jacksonville Field Office of the U.S. Fish and Wildlife Service prior  
to the placement, removal, or replacement of any of the tubes during  
the established sea turtle nesting season (April 1 through October  
15). You should attach this letter, the 5 turtle conservation  
measures, the Florida Department of Environmental Protection's 11  
specific conditions and the enclosed revised project plans to the  
permit.

Thank you for your cooperation with our permit program.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

*Beverly Lawrence*  
Terry L. Rice  
Colonel, U.S. Army  
District Engineer

Enclosures

Copy Furnished:

Mr. Erik Olsen, Olsen Associates, Inc., 4438 Herschel Street,  
Jacksonville, Florida 32210

SEA TURTLE PROTECTION PLAN  
199301096 (IP-MM)  
SOUTH AMELIA ISLAND  
TERMINAL GROIN FIELD  
APPLICANT: SAISSA

TURTLE CONSERVATION MEASURES

1) The permittee shall continue to implement all related sea turtle conservation measures required by DBS 9A0328 NA (Beach Restoration) and Corps of Engineers permit 199301096 (IP-ME).

2) The applicant will limit all construction activities to daylight hours. After dark operation shall be limited to those activities associated solely with the completion of the filling process of longard tubes. All work must cease by 2200 hours.

3) During any periods of open excavation associated with the construction of the four groins, the applicant provide an individual, permitted by Florida Department of Environmental Protection, Division of Marine Resources, pursuant to Florida Administrative Code Rule 62R-1, onsite at night to monitor for turtle impacts. Should it be observed that nesting or emergent turtles are impacted by the excavation, a representative of the Amelia Island Sea Turtle Watch, incorporated shall be called for immediate assistance.

4) If a geotextile tube begins to disintegrate or if maintenance of tube is required during the sea turtle nesting season, April 1 through October 15, no work should be initiated without prior coordination with the Fish and Wildlife Service Jacksonville Field Office (904-232-2580).

5) If a sea turtle nest is found in or in close proximity to the construction site, the Amelia Island Sea Turtle Watch will decide to either mark the nest or relocate the nest following the standard procedures developed by the Florida Department of Environmental Protection. If the nest is marked, no construction will be permitted within 50 feet of the nest. The 50-foot buffer should be clearly delineated with stakes and flags.

4. the person responsible for performing the analyses;
  5. the analytical techniques or methods used; and
  6. the results of such analyses.
15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

**SPECIFIC CONDITIONS:**

1. The permittee is hereby advised that Florida law states: "No person shall commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund or the Department of Environmental Protection under Chapter 253, until such person has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use." Pursuant to Florida Administrative Code Rule 18-14, if such work is done without consent, or if a person otherwise damages state land or products of state land, the Board of Trustees may levy administrative fines of up to \$10,000 per offense.

2. If historical or archaeological artifacts, such as Indian canoes, are discovered at any time within the project site the permittee shall immediately notify the district office and the Bureau of Historic Preservation, Division of Historical Resources, R. A. Gray Building, 500 S. Bronough St., Tallahassee, Florida 32399-0250.

3. At least 48 hours prior to commencement of work authorized by this permit, the permittee shall notify the Department of Environmental Protection, Bureau of Submerged Lands and Environmental Resources in Tallahassee, and the Northeast District office in Jacksonville, in writing of this commencement.
4. The permittee acknowledges that the beach area in which the groin field is to be constructed is a public beach and shall be accessible to the general public. The permittee shall ensure

Permittee: Amelia Island Plantation Community Association

Permit No: 452531619

Page 6

That signs which identify portions of the beach within the project area as "private" are not erected by any public or private entity.

5. The Department's Bureau of Beaches and Coastal Systems is processing an application for a coastal construction permit for this project, File No. DBS9A0346 NA. No final wetland resource permit for this project shall be issued and no work shall be conducted until and unless the Department issues the coastal construction permit. All of the construction monitoring, marine turtle protection, monitoring, and reporting requirements, and the project contingency plan requirements of that coastal construction permit are herein incorporated by reference.

6. "Pre-filling" of the groin field cells may be a requirement of the coastal construction permit. If pre-filling is required, the permittee shall submit to the Bureau of Submerged Lands and Environmental Resources a request for a minor modification to this permit, along with the appropriate application fee. The request for a minor modification shall include quantitative information regarding the volume of fill, plan and cross-sectional view drawings of the fill to be placed within the groin field, information describing the source of the fill material, and geotechnical information describing the fill material.

7. In the event that post-construction monitoring of the groin field and beaches in the project area results in a requirement by the Bureau of Beaches and Coastal Systems to modify or remove the groin field in accordance with the project contingency plan referred to in Specific Condition No. 5 above, the permittee shall submit to the Bureau of Submerged Lands and Environmental Resources a request for a minor modification to this permit, along with the appropriate application fee.

8. The fill material for the longard tube groins and the pre-fill material for the groin field cells shall be composed of sand with not more than 10% silt. Silt shall be defined as material which is not retained on the no. 200 U.S. standard sieve.

9. The following requirements shall apply to work performed in accordance with this permit:

a) All construction equipment shall access the work areas from uplands;

b) All work shall be performed during low tide conditions;

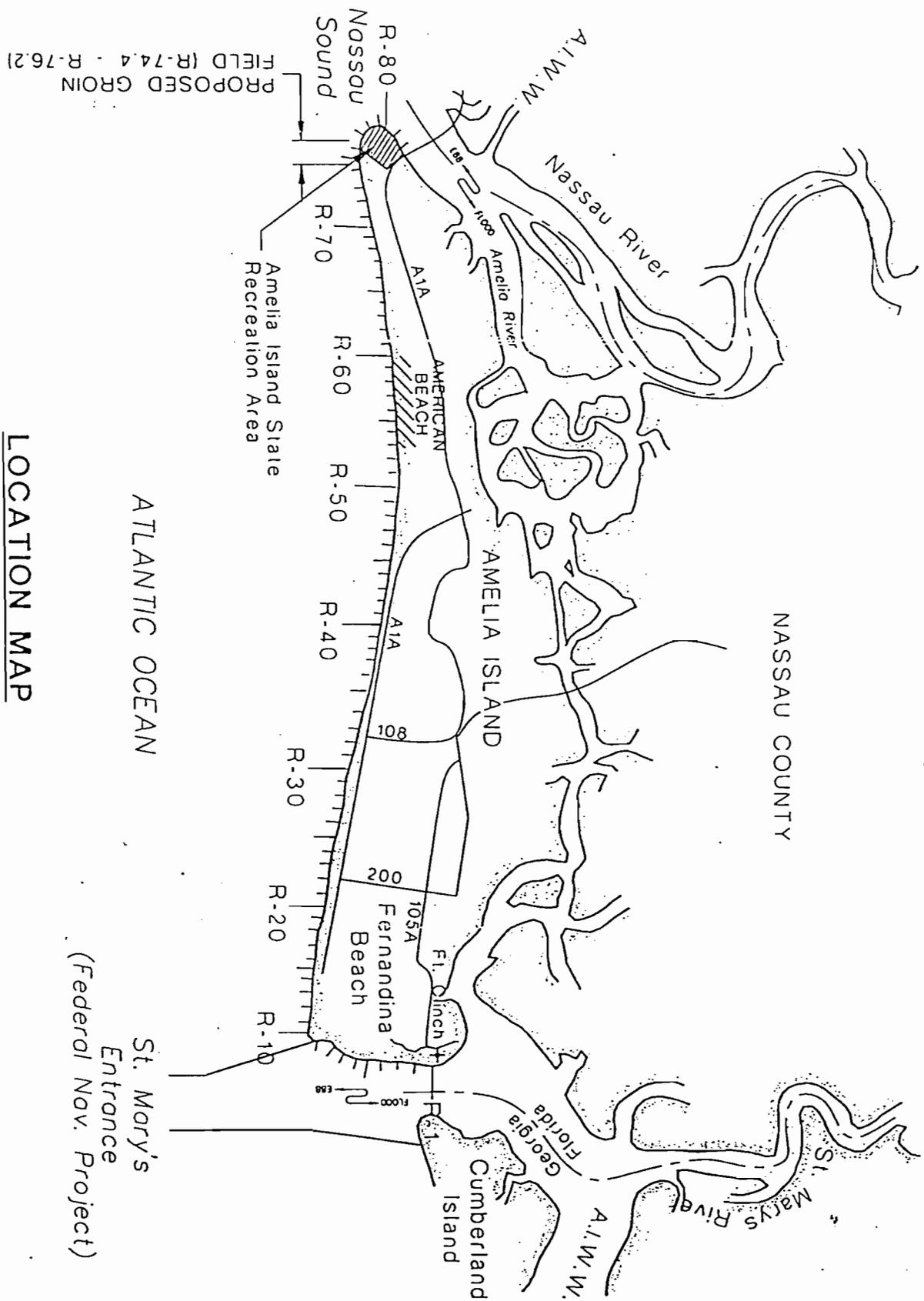


Olsen  
 Associates, Inc.  
 4438 Herschel Street  
 Jacksonville, FL 32210  
 (904) 387-6111  
 Fax) 384-7354

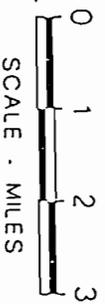
**SOUTH AMELIA ISLAND  
 BEACH RESTORATION PROJECT  
 TERMINAL GROIN FIELD  
 PROJECT LOCATION**

DATE: APRIL 1995  
 APPROVED: E.J.O.  
 REVISION: 1

DATE: 8/6/93  
 DRAWN BY: M.R.L.  
 SHEET



**LOCATION MAP**



R - DNR CCCL MONUMENTATION

R 28 E  
 T 2 N  
 S 22.18

R 29 E  
 T 1 N  
 S 16.38, 39

St. Mary's  
 Entrance  
 (Federal Nav. Project)

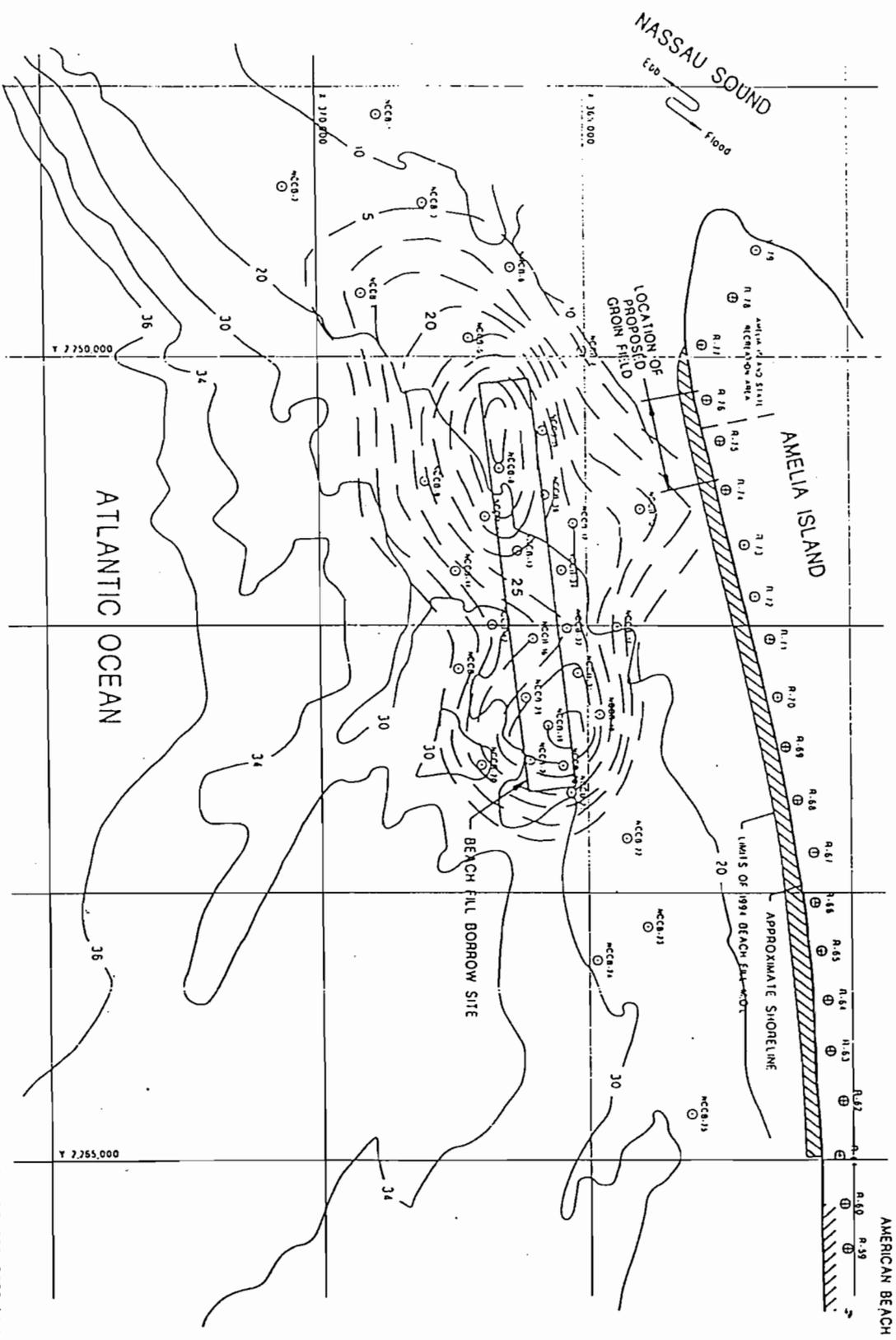




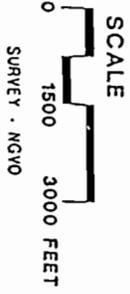
Olsen  
 Associates, Inc.  
 4438 Herschel Street  
 Jacksonville, FL 32210  
 (904) 387-6114  
 Fax: 784-7368

SOUTH AMELIA ISLAND  
 BEACH RESTORATION PROJECT  
 TERMINAL GROIN FIELD  
 PROJECT LOCATION

DATE: 8/6/93	APPROVED: E.J.O.	APRIL 1993
DRAWN BY: M.R.L.	REVISION: 1	
SHEET 2		



BEACH FILL CONSTRUCTED (MAY-JULY, 1994)  
 (R.61 - R.77)  
 BORROW SITE PLAN DIMENSIONS  
 800 FT. X 7,500 FT.

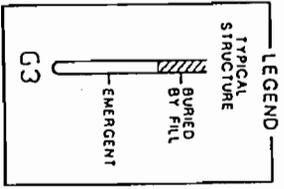
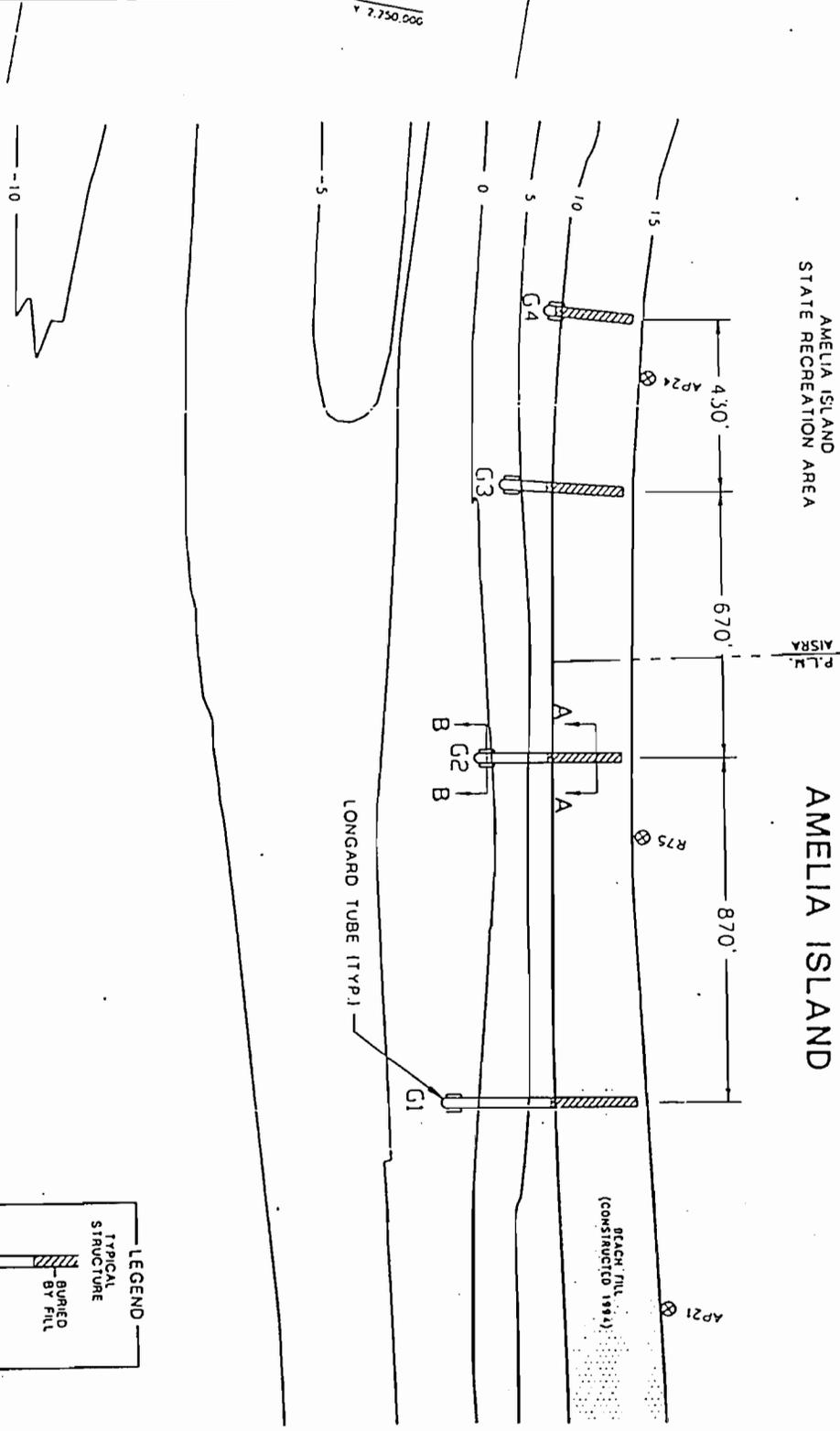




Olsen  
 associates, inc.  
 4438 Herschel Street  
 Jacksonville, FL 32210  
 (904) 387-6114  
 (Fax) 384-7368

SOUTH AMELIA ISLAND  
 BEACH RESTORATION PROJECT  
 TERMINAL GROIN FIELD  
 NASSAU COUNTY, FLORIDA

DATE: APRIL 1995	APPROVED: EJO	REVISION: 1
DATE: 8/3/94	DRAWN BY: M.R.L.	SHEET 3 OF 5



NOT FOR PURPOSES OF CONSTRUCTION

SCALE  
 0 100 200 FEET  
 DATUM: N.G.V.D.  
 SURVEY DATE: FEBRUARY 7, 1995

X 2,251,000  
 Y 22,150,000

X 2,252,000

X 2,253,000

X 364,000

X 363,000  
 LONG 81726.08

X 362,000



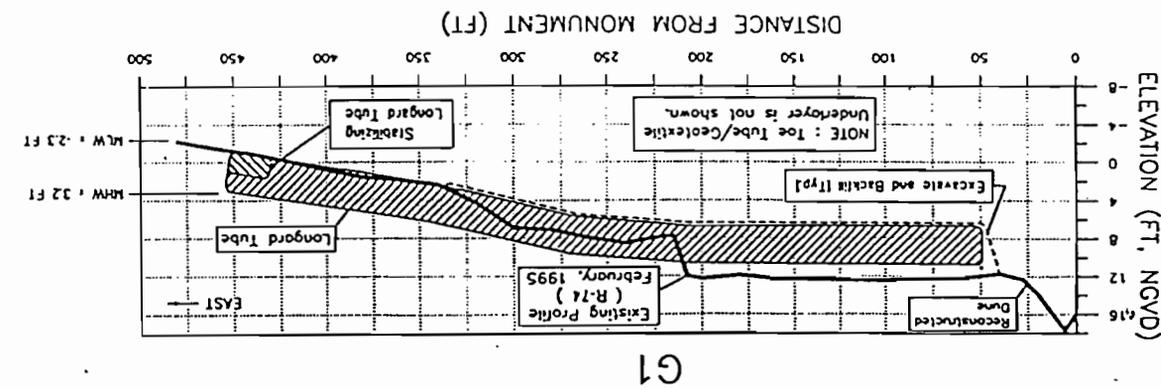
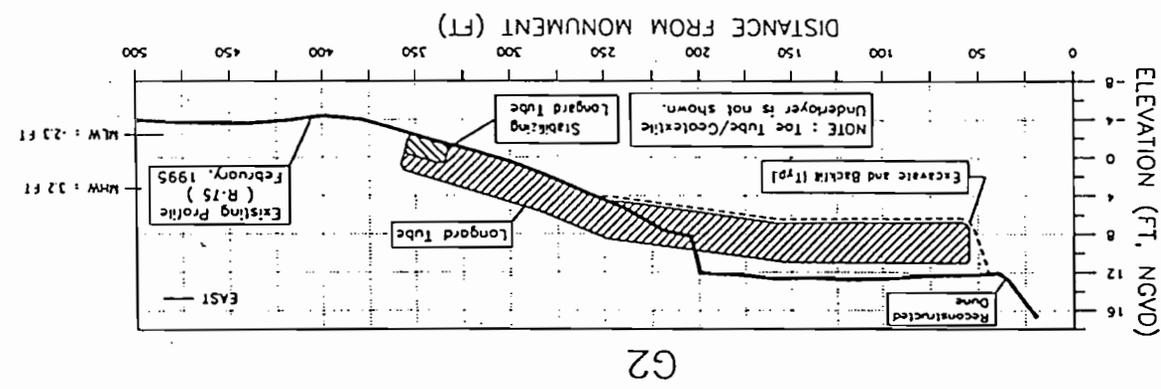
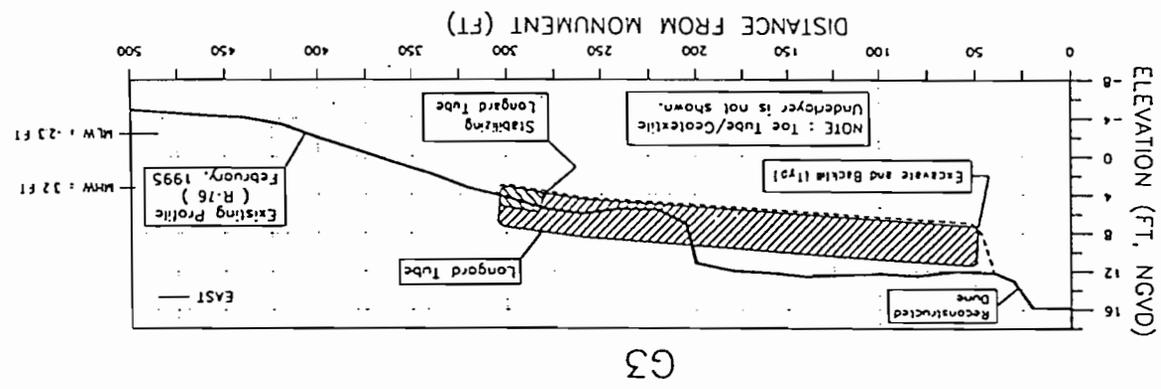
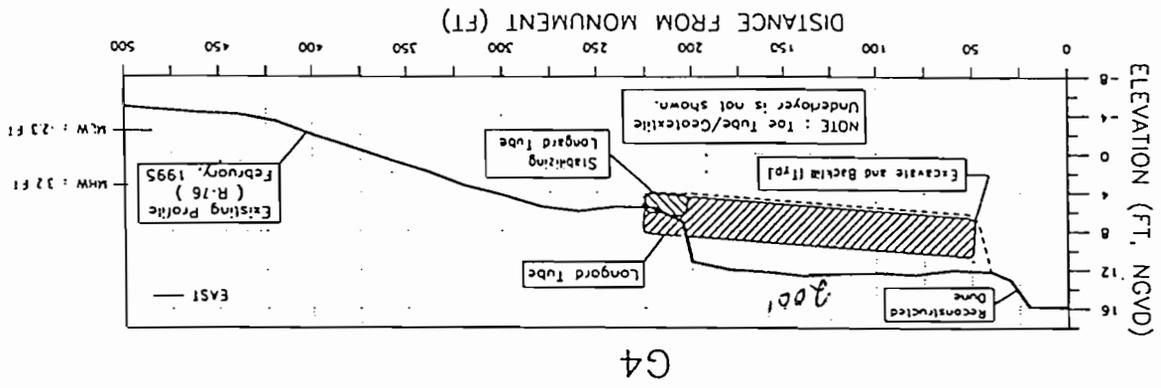
olsen  
 associates, inc.  
 4438 Herschel Street  
 Jacksonville, FL 32210  
 (904) 387-6114  
 (Fax) 384-7368

SOUTH AMELIA ISLAND  
 BEACH RESTORATION PROJECT  
 TERMINAL GROIN FIELD  
 NASSAU COUNTY, FLORIDA

DATE: 4/10/95  
 DRAWN BY: M.R.L.  
 SHEET 4 of 5

DATE: APRIL 1995  
 APPROVED: E.J.O.  
 REVISION: 1

NOT FOR PURPOSES OF CONSTRUCTION



Permittee: Amelia Island Plantation Community Association

Permit No: 452531619

Page 7

- c) Trenches for the installation of the Longard tube groins shall be mechanically dug with a backhoe or dragline;
- d) The Longard tube groins shall be filled with a sand/water slurry hydraulically pumped into the fabric tubes.

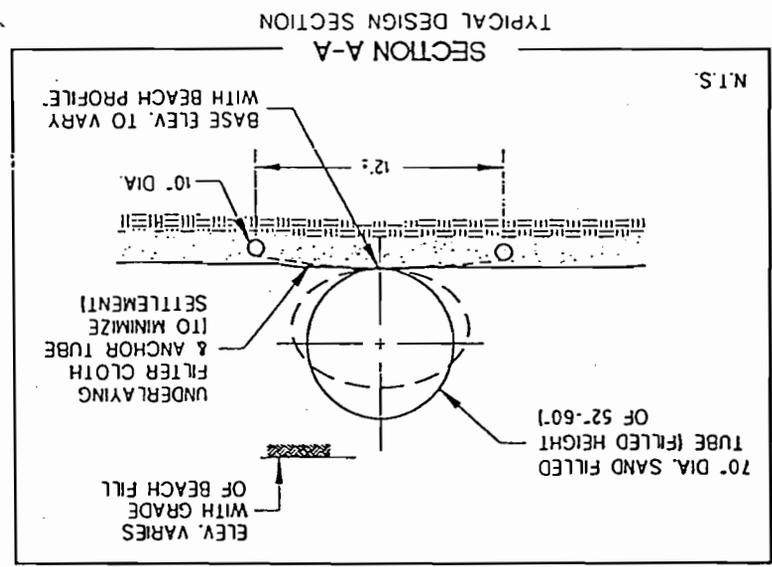
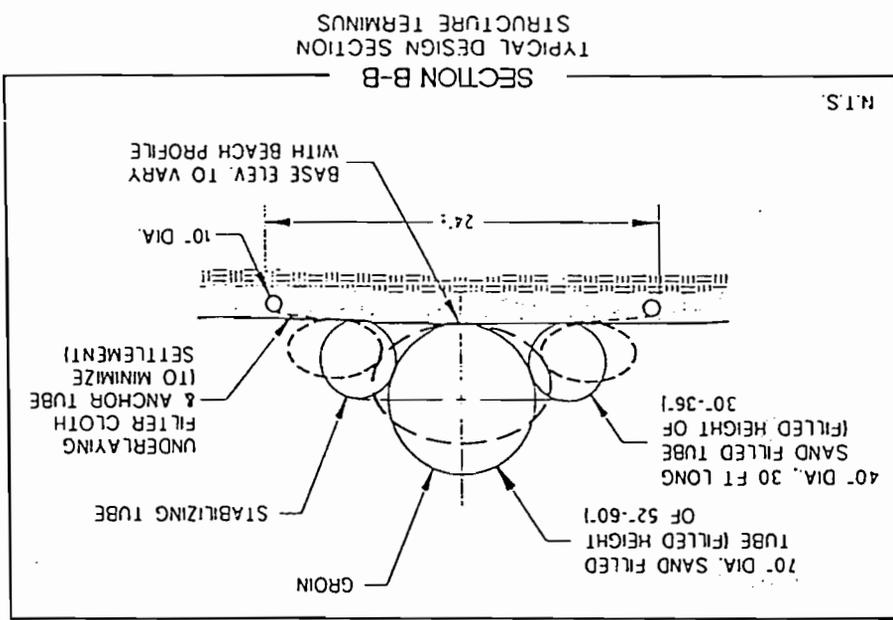
10. Best management practices to minimize turbidity shall be utilized at all times during construction of the Longard tube groins and pre-filling of the groin field cells (if applicable). These practices shall include constructing dikes around the Longard tube groins and parallel to the shore and landward of mean high water during pre-filling of the groin field cells. Sand which is hydraulically pumped onto the beach shall be discharged at least 50 ft. from the end of the dike where sand flows out onto the beach.

11. Within 90 days of the completion of the Longard tube groin installation, the permittee shall submit to the Bureau of Submerged Lands and Environmental Resources and to the Northeast District office in Jacksonville, a report describing the work completed. The cover page shall indicate the permit number, project name and the permittee name. The report shall include the following information:

- a. Dates permitted activity was begun and completed;
- b. Brief description and extent of work (mobilization, excavation and fill volumes, demobilization, monitoring work) completed. Indicate on copies of the permit drawings those areas where work was completed. Also indicate any areas in which the actual impacts were less than the scope of the permitted work.
- c. A summary of marine turtle monitoring and nest relocation data, if applicable;
- d. The report shall include on the first page, just below the title, the certification of the following statement by the individual who supervised preparation of the report: "This report represents a true and accurate description of the activities conducted."

NOT FOR PURPOSES OF CONSTRUCTION

NOTE  
 1) MINOR REVISIONS TO DESIGN MAY BE REQUIRED AT THE TIME OF CONSTRUCTION DUE TO VARIABILITY OF BEACH FILL  
 2) DESIGN REPRESENTED HEREIN IS CONCEPTUAL ONLY  
 3) ESTIMATED EXCAVATION REQUIREMENT IS 2200 CY M.O.L.





# Department of Environmental Protection

Lawton Chiles  
Governor

Twin Towers Office Building  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Virginia B. Wetherell  
Secretary

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

July 31, 1995

Amelia Island Plantation Community Association  
c/o Mr. Erik J. Olsen, P. E.  
Olsen Associates, Inc.  
4438 Herschel Street  
Jacksonville, Florida 32210

Dear Mr. Olsen:

File No. 452531619, Nassau County  
Amelia Island Terminal Groin Field

This letter acknowledges receipt of a copy of the subject application indicating that the proposed project is located in Sections 38 and 39, Township 1 North, Range 29 East, Nassau County. The Board of Trustees of the Internal Improvement Trust Fund (BOT) acknowledges no activities other than those set forth in Permit No. 452531619. Any additional activities on state-owned sovereignty, submerged lands, with the exception of emergency repairs in the interest of public health, safety or welfare, must receive prior review by and response from the BOT or its designated agent.

Provided your proposed project is consistent with applicable federal, state, and local permits and/or authorizations, and the Amelia Island Plantation Community Association is agreeable to and complies with the conditions and statements contained herein, the Department of Environmental Protection has no objections to your proposed project with respect to the use of sovereignty, submerged lands.

This letter in no way waives the authority and/or jurisdiction of any governmental entity, nor does it disclaim any title interest the state may have in the project site. The Amelia Island Plantation Community Association shall make no claim of title or interest in said lands by reason of the occupancy or use thereof.

The proposed construction and/or activities and subsequent use and occupancy of the sovereignty, submerged lands associated with your proposed project shall constitute an assumption of responsibility on the part of the applicant for all liabilities that may accrue to the sovereignty,

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

Printed on recycled paper.

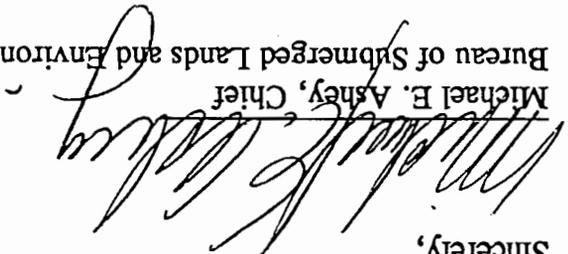
Amelia Island Plantation Community Association  
Amelia Island Terminal Groin Field  
File No. 452531619  
July 31, 1995  
Page 2 of 2

submerged land or to the improvements thereon, and shall further serve to indemnify and hold harmless the Board of Trustees of the Internal Improvement Trust Fund and the State of Florida from all claims, actions, lawsuits and demands arising thereon.

No additional structures and/or activities, including relocation/realignment or major repairs or renovations to the authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Department of Environmental Protection, with the exception of emergency repairs.

We appreciate your cooperation and particularly solicit your attention to the preservation and protection of Florida's natural resources.

Sincerely,



Michael E. Ashby, Chief

Bureau of Submerged Lands and Environmental Resources Program

Attachments (2)

- General Consent Conditions

- 120 Notice

cc: Jeremy Tyler, DEP, Jacksonville  
Bob Brantly, DEP, Tallahassee  
Leigh O'Shields, DEP, Tallahassee

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUBMERGED LANDS & ENVIRONMENTAL RESOURCES PROGRAM  
GENERAL CONSENT CONDITIONS

Project No. 452531619

Amelia Island Plantation Community Association

1. No activities other than those set forth in the attached letter dated July 31, 1995 are authorized. Any additional activities on state-owned sovereignty submerged lands must receive further consent from the Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund (hereinafter the "Board") or their properly designated agent.

2. Grantee agrees that all title and interest to all lands lying below the historical mean high water line or ordinary high water line are vested in the Board, and shall make no claim of title or interest in said lands by reason of the occupancy or use thereof.

3. Grantee agrees to use or occupy the subject premises for those purposes specified herein, and Grantee shall not permit the premises or any part thereof to be used or occupied for any other purpose or knowingly permit or suffer any nuisances or illegal operations of any kind on the premises.

4. Grantee agrees to maintain the premises in good condition in the interest of the public health, safety and welfare. The premises are subject to inspection by the Board or its designated agent at any reasonable time.

5. Grantee agrees to indemnify, defend and hold harmless the Board and the State of Florida from all claims, actions, lawsuits and demands arising out of this consent.

6. No failure, or successive failures, on the part of the Board to enforce any provision, waiver or successive waivers on the part of the Board of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Board to enforce the same in the event of subsequent breach.

7. Grantee binds itself and its successors and assigns to abide by the provisions and conditions set forth herein. In the event Grantee fails or refuses to comply with the provisions and conditions of this consent, the consent of use may be terminated by the Board after written notice to the Grantee. Upon receipt of such notice, the Grantee shall have thirty (30) days in which to correct the violation. Failure to correct the violations within this period shall result in the automatic revocation of this Letter of Consent.

8. All costs, including attorneys' fees, incurred by the Board in enforcing the terms and conditions of this consent shall be paid by the Grantee. Grantee agrees to accept service by certified mail of any notice required by Chapter 18-14, Florida Administrative Code, at the address shown on page one

of this Agreement and further agrees to notify the Board in writing of any change of address at least ten days before the change becomes effective.

9. Grantee agrees to assume responsibility for all liabilities that accrue to the sovereignty submerged land or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the property during the effective period of this consent.

10. Grantee agrees that any dispute arising from matters relating to this consent shall be governed by the laws of Florida and initiated only in Leon County, Florida.

11. The Letter of Consent associated with these General Consent Conditions as well as these conditions themselves are subject to modification after 5 years in order to reflect any applicable changes in statutes, rule or policies of the Board or its designated agent.

12. In the event that any part of the structure(s) consented to herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Grantee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply shall constitute a material breach of this consent and shall be grounds for its immediate termination.

NOTICE

To: Amelia Island Plantation Community Association  
c/o Mr. Erik J. Olsen, P. E.  
Olsen Associates, Inc.  
4438 Herschel Street  
Jacksonville, Florida 32210

Date: July 31, 1995

File No: 452531619

The (Applicant/Lessee/Grantee) and any other person whose interest may be affected by this decision has the right to request an administrative hearing pursuant to Chapter 120, Florida Statutes. However, any request must be received by the Department of Environmental Protection no later than 21 days from the date of receipt of this notification and must be directed to:

Office of the General Counsel  
Department of Environmental Protection  
Mail Station #35, Twin Towers Building  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

The request for hearing must contain a petition setting forth the factual and legal grounds for contesting this decision. Upon receipt, the petition will be filed by the Department of Environmental Protection with the Division of Administrative Hearings and notification of all future proceedings will come from that agency.

Failure to request a hearing in a timely manner, and in the manner prescribed, will cause this decision to become final as to any person receiving such notice, pursuant to Section 120.68, Florida Statutes, and Rules 9.030(b)(1)(c) and 9.110, Florida Rules of Appellate Procedure. To initiate an appeal of this order once it becomes final, a Notice of Appeal must be filed with the District Court of Appeal within 30 days of the filing of the Final Order with the Agency Clerk. A Notice of Appeal filed with the District Court of Appeal must be accompanied by the filing fee specified in Section 35.22(3), Florida Statutes.

Submerged Lands and Environmental Resources Program

JUL 27 59 03:48PM

P.

P.O. BOX 22668 • TAMPA, FL 33622-2668 • FAX (813) 289-4561 • (813) 289-5200  
P.O. BOX 1087 • TALLAHASSEE, FL 32302-1087 • (904) 224-9420

THE AMERICAN INSURANCE COMPANY

for

#261 52 5495  
FL Licensed Resident Agent  
Attorney-in-Fact  
Ronald L. Thornton



Very truly yours,

Should you have any further comments or questions, please give me a call.

This letter will serve as your authorization to date the above referenced performance and payment bonds and corresponding powers of attorney to be concurrent with the dates on the executed agreements.

Gentlemen:

Re: Coastal Marine Construction Incorporated  
Bond No. 11141544251  
South Amelia Island Terminal Groin Field

To: South Amelia Island Shore Stabilization Association, Inc.

July 27, 1995

JUL 27 56:30 PM '95

P.O. BOX 22668 • TAMPA, FL 33622-2668 • FAX (813) 289-4561 • (813) 289-5200  
P.O. BOX 1087 • TALLAHASSEE, FL 32302-1087 (904) 224-9420

If any problems occur with this transmission, please call (813) 289-5200. Thank you.

Series of horizontal lines for handwritten notes.

Per Jim Jagan, attached is a copy of the bond  
# 3, insurance certificate for the  
South Amelia Island Seaside Marina in  
Florida.

Handwritten initials or mark.

Re: Coastal Marine Construction  
NUMBER OF PAGES (INCLUDING COVER SHEET): 6

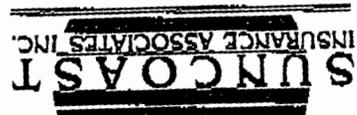
FROM: TRACY A. ALESSI

FAX NUMBER: 904-289-5921

DATE: 7-27-95

TO: Dan Moran

FAX COVER SHEET



BY THIS BOND, We, Coastal Marine Construction Incorporated; 625 N. Tamiami Trail;

Venice, FL 34292

as Principal, and The American Insurance Company; P.O. Box 18025;

Tampa, FL 33679

a corporation, as Surety, are bound to South Amelia Island Shore

Stabilization Association, Inc.

herein called Owner, in the sum of \$ Three hundred fifty five thousand

five hundred twelve and 50/100 dollars (\$355,512.50)

for payment of which we bind ourselves, our heirs, personal representatives,

successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated 8/19/95, between Principal and Owner for construction of South Amelia Island Terminal

Groin Field

(describe project sufficient to identify it) the contract being made a part of this bond by reference, at the times and in the manner prescribed in the

contract; and

2. Promptly makes payments to all claimants, as defined in Section

255.05(1), Florida Statutes, supplying Principal with labor, materials, or

supplies, used directly or indirectly by Principal in the prosecution of the

work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by

Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the

contract for the time specified in the contract, then this bond is void;

otherwise it remains in full force.

Any changes in or under the contract documents and compliance or non-

compliance with any formalities connected with the contract or the changes do

not affect Surety's obligation under this bond.

DATED on \_\_\_\_\_, 1995

COASTAL MARINE CONSTRUCTION INCORPORATED; 625 N. TAMIAMII TRAIL; VENICE, FL 34292

(Principals name and principal business address)

By:

THE AMERICAN INSURANCE COMPANY; P.O. BOX 18025; TAMPA, FL 33679

(Surety's name and principal business address)

*Forrest J. Hunter*

By:

As Attorney-in-Fact Ronald L. Thornton, Attorney-in-Fact and Florida Licensed Resident Agent #261 52 5495

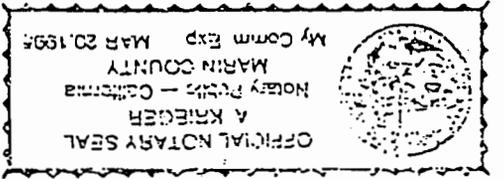


*Debra Jean White*  
Resident Assistant Secretary

Signed and sealed at the County of Marin, Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEBRASKA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-Laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

STATE OF CALIFORNIA  
COUNTY OF MARIN

CERTIFICATE



*A. Knieber*  
Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.  
to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; and that he signed his name thereto by like order.  
On this 1st day of March, 1991, before me personally came R. D. Farnsworth, Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he signed his name thereto by like order.

STATE OF CALIFORNIA  
COUNTY OF MARIN

By *R. D. Farnsworth*  
Vice-President  
THE AMERICAN INSURANCE COMPANY



be hereunto affixed this 1st day of March, 1991  
IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed.  
"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, or on any certificate relating thereto, by facsimile, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."  
This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, and said Resolution has not been amended or repealed:

Section 45. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.  
Section 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.  
This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, and said Resolution has not been amended or repealed:

is true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof for all obligations including any and all documents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates.  
to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.  
This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-Laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

TAMPA, FL

COTTMEYER and RONALD L. THORNTON, jointly or severally

JEAN, TITUS, and BRUCE E. TITUS, jointly or severally

NOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation incorporated under the laws of the State of Nebraska, has made, constituted and appointed, and does by these presents make, constitute and appoint BRUCE E. TITUS, JEAN

THE AMERICAN INSURANCE COMPANY

GENERAL  
POWER OF  
ATTORNEY





# CERTIFICATE OF INSURANCE

05169

CKR

ISSUE DATE (MM/DD/YY) 07/27/95

PRODUCER

SUNCOAST INS ASSOC INC  
P.O. BOX 22668  
TAMPA FL 33622-2668

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGES

COMPANY A	AMERICAN INTL MARINE-ISR	LETTER
COMPANY B	CAPITAL ASSURANCE COMPANY	LETTER
COMPANY C	FIA TRANSP BLDRS ASSOC	LETTER
COMPANY D	JOHN DEERE INS CO-ISR	LETTER
COMPANY E		LETTER

COASTAL MARINE  
CONSTRUCTION, INC.  
25 NORTH TAMAMI TRAIL  
VENICE, FL 34292

## COVERAGES

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
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GENERAL LIABILITY	B0300	03/17/95	03/17/96	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 1,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED. EXP. (Any one person) \$ 5,000
COMMERCIAL GENERAL LIABILITY				
CLAIMS MADE	<input checked="" type="checkbox"/>			
OWNERS & CONTRACTOR'S PROT.				
ANY AUTO	<input checked="" type="checkbox"/>			
ALL OWNED AUTOS				
SCHEDULED AUTOS				
HIRE AUTOS	<input checked="" type="checkbox"/>			
NON-OWNED AUTOS	<input checked="" type="checkbox"/>			
GARAGE LIABILITY				
EXCESS LIABILITY	EXH110626	03/17/95	03/17/96	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
UMBRELLA FORM	<input checked="" type="checkbox"/>			
OTHER THAN UMBRELLA FORM				
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	00002043	01/01/95	01/01/96	EACH ACCIDENT \$ 500,000 DISEASE-POLICY LIMIT \$ 500,000 DISEASE-EACH EMPLOYEE \$ 500,000
OCEAN MARINE	010120066	03/17/95	03/17/96	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS				
OWNER: CONSTRUCTION OF SOUTH AMELIA ISLAND TERMINAL GROIN FIELD				
OWNER: NASSAU COUNTY AND THEIR EMPLOYEES, THE DIVISION OF PARKS AND RECREATION				
DEP SAISA AND THEIR REPRESENTATIVES				
CANCELLATION				

SOUTH AMELIA ISLAND  
SHORE STABILIZATION  
ASSOCIATION, INC.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*James E. White*

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 Utility owners ..... 6.13, 6.20, 7.1-7.3, 13.2

## GENERAL CONDITIONS

### ARTICLE I—DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.

1.2. *Agreement*—The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3. *Application for Payment*—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5. *Bid*—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6. *Bidding Documents*—The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7. *Bidding Requirements*—The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

1.8. *Bonds*—Performance and Payment bonds and other instruments of security.

1.9. *Change Order*—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

1.10. *Contract Documents*—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, the Specifications and the Drawings as the same are more specifically identified in the Agreement.

1.11. *Contract Price*—The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

1.12. *Contract Times*—The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER'S written recommendation of final payment in accordance with paragraph 14.13.

1.13. *CONTRACTOR*—The person, firm or corporation with whom OWNER has entered into the Agreement.

1.14. *defective*—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.15. *Drawings*—The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. *ENGINEER*—The person, firm or corporation named as such in the Agreement.

1.18. *ENGINEER'S Consultant*—A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER'S independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.19. *Field Order*—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

1.33. *Resident Project Representative*—The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

1.34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

1.36. *Specifications*—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.37. *Subcontractor*—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.38. *Substantial Completion*—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.39. *Supplementary Conditions*—The part of the Contract Documents which amends or supplements these General Conditions.

1.40. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.41. *Underground Facilities*—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.42. *Unit Price Work*—Work to be paid for on the basis of unit prices.

1.20. *General Requirements*—Sections of Division 1 of the Specifications.

1.21. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.22. *Laws and Regulations: Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

1.23. *Liens*—Liens, charges, security interests or encumbrances upon real property or personal property.

1.24. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.25. *Notice of Award*—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.26. *Notice to Proceed*—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.27. *OWNER*—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

1.28. *Partial Utilization*—Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.29. *PCBs*—Polychlorinated biphenyls.

1.30. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.31. *Project*—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.32. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or

3.3.3.2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.3.3.1. the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents): or

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.2. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3. Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:

3.4. interpretations and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifi-

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

2.9. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample Submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values will be acceptable to ENGINEER as to form and substance.

Initially Acceptable Schedules:

attended by CONTRACTOR, ENGINEER and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

Intent:

performance of the Work or any duty or authority to under-  
take responsibility inconsistent with the provisions of para-  
graph 9.13 or any other provision of the Contract Docu-  
ments.

3.4. Whenever in the Contract Documents the terms "as  
ordered," "as directed," "as required," "as allowed," "as  
approved," or terms of like effect or import are used, or the  
adjectives "reasonable," "suitable," "acceptable," "proper"  
or "satisfactory" or adjectives of like effect or import are  
used to describe a requirement, direction, review or judg-  
ment of ENGINEER as to the Work, it is intended that such  
requirement, direction, review or judgment will be solely to  
evaluate, in general, the completed Work for compliance  
with the requirements of and information in the Contract  
Documents and conformance with the design concept of the  
completed Project as a functioning whole as shown or  
indicated in the Contract Documents (unless there is a  
specific statement indicating otherwise). The use of any such  
term or adjective shall not be effective to assign to ENGI-  
NEER any duty or authority to supervise or direct the  
furnishing or performance of the Work or any duty or  
authority to undertake responsibility contrary to the provi-  
sions of paragraph 9.13 or any other provision of the  
Contract Documents.

*Amending and Supplementing Contract Documents:*

3.5. The Contract Documents may be amended to provide  
for additions, deletions and revisions in the Work or to modify  
the terms and conditions thereof in one or more of the following  
ways:

3.5.1. a formal Written Amendment.

3.5.2. a Change Order (pursuant to paragraph 10.4), or

3.5.3. a Work Change Directive (pursuant to  
paragraph 10.1).

3.6. In addition, the requirements of the Contract Docu-  
ments may be supplemented, and minor variations and devia-  
tions in the Work may be authorized, in one or more of the  
following ways:

- 3.6.1. a Field Order (pursuant to paragraph 9.5),
- 3.6.2. ENGINEER'S approval of a Shop Drawing or  
Sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.6.3. ENGINEER'S written interpretation or clarifica-  
tion (pursuant to paragraph 9.4).

*Reuse of Documents:*

3.7. CONTRACTOR, and any Subcontractor or Supplier  
or other person or organization performing or furnishing any of  
the Work under a direct or indirect contract with OWNER (I)  
shall not have or acquire any title to or ownership rights in any

of the Drawings, Specifications or other documents (or copies  
of any thereof) prepared by or bearing the seal of ENGINEER  
or ENGINEER'S Consultant, and (iii) shall not reuse any of  
such Drawings, Specifications, other documents or copies on  
extensions of the Project or any other project without written  
consent of OWNER and ENGINEER and specific written  
verification or adaption by ENGINEER.

ARTICLE 4—AVAILABILITY OF LANDS;  
SUBSURFACE AND PHYSICAL  
CONDITIONS; REFERENCE POINTS

*Availability of Lands:*

4.1. OWNER shall furnish, as indicated in the Contract  
Documents, the lands upon which the Work is to be performed,  
rights-of-way and easements for access thereto, and such other  
lands which are designated for the use of CONTRACTOR.  
Upon reasonable written request, OWNER shall furnish CON-  
TRACTOR with a correct statement of record legal title and  
legal description of the lands upon which the Work is to be  
performed and OWNER'S interest therein as necessary for  
giving notice of or filing a mechanic's lien against such lands in  
accordance with applicable Laws and Regulations. OWNER  
shall identify any encumbrances or restrictions not of general  
application but specifically related to use of lands so furnished  
with which CONTRACTOR will have to comply in performing  
the Work. Easements for permanent structures or permanent  
changes in existing facilities will be obtained and paid for by  
OWNER, unless otherwise provided in the Contract Docu-  
ments. If CONTRACTOR and OWNER are unable to agree on  
entitlement to or the amount or extent of any adjustments in the  
Contract Price or the Contract Times as a result of any delay in  
OWNER'S furnishing these lands, rights-of-way or easements,  
CONTRACTOR may make a claim therefor as provided in  
Articles 11 and 12. CONTRACTOR shall provide for all  
additional lands and access thereto that may be required for  
temporary construction facilities or storage of materials and  
equipment.

*4.2. Subsurface and Physical Conditions:*

4.2.1. *Reports and Drawings:* Reference is made to the  
Supplementary Conditions for identification of:

4.2.1.1. *Subsurface Conditions:* Those reports of expo-  
sures and tests of subsurface conditions at or contiguous to  
the site that have been utilized by ENGINEER in preparing  
the Contract Documents; and

4.2.1.2. *Physical Conditions:* Those drawings of physical  
conditions in or relating to existing surface or subsurface  
structures at or contiguous to the site (except Underground  
Facilities) that have been utilized by ENGINEER in prepar-  
ing the Contract Documents.

4.2.5. *Possible Contract Documents Change:* If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6. *Possible Price and Times Adjustments:* An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work; subject, however, to the following:

4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;

4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.10 and 11.9; and

4.2.6.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if:

4.2.6.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

4.2.6.4.2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

4.2.6.4.3. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER'S Consultant shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

#### 4.3. *Physical Conditions—Underground Facilities:*

4.3.1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on

4.2.2. *Limited Reliance by CONTRACTOR Authorized:* Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER'S Consultants with respect to:

4.2.2.1. the completeness of such reports and drawings for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3. *Notice of Differing Subsurface or Physical Conditions:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

4.2.3.4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4. *ENGINEER'S Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of OWNER'S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER'S findings and conclusions.

4.5.4. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S

4.5.3. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

Without the prior written approval of OWNER, CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations

Reference Points:

4.3.2. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued, as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

ARTICLE 5—BONDS AND INSURANCE

4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

4.5.4. The consequences of that person's or entity's own negligence.

OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

*Performance, Payment and Other Bonds:*

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

*5.3. Licensed Sureties and Insurers; Certificates of Insurance:*

5.3.1. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance

*CONTRACTOR'S Liability Insurance:*

5.4. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.4.1. claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.4.2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.4.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5.4.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

5.4.6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER'S CONSULTANTS and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

5.4.8. include the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

5.4.9. include completed operations insurance;

5.4.10. include contractual liability insurance covering CONTRACTOR'S indemnity obligations under paragraphs 6.12, 6.16 and 6.31 through 6.33;

5.4.11. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);

5.4.12. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12; and

5.4.13. with respect to completed operations insurance, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### OWNER'S Liability Insurance:

5.5. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER'S option, may purchase and maintain at OWNER'S expense OWNER'S own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

#### Property Insurance:

5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insur-

ance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

5.6.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S CONSULTANTS and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

5.6.2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

5.6.3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4. cover materials and equipment stored at the site or prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S CONSULTANTS and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

5.8. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amount, each may purchase and maintain it at the purchaser's own expense.

5.11.2.2. loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S CONSULTANTS and the officers, directors, employees and agents of any of them.

Receipt and Application of Insurance Proceeds

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

Acceptance of Bonds and Insurance; Option to Replace

5.14. If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.11. Waiver of Rights:

5.11.1. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S CONSULTANTS and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER'S CONSULTANTS and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S CONSULTANTS and the officers, directors, employees and agents of any of them, for:

5.11.2.1. loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by OWNER; and

required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

*Partial Utilization—Property Insurance:*

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

*Supervision and Superintendence:*

6.1. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

*Labor, Materials and Equipment:*

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and

CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

*Progress Schedule:*

6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

6.6.1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2. Proposed adjustments in the progress schedule submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.7. *Substitutes and "Or-Equal" Items:*

6.7.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER'S or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such

*Concerning Subcontractors, Suppliers and Others:*

6.7.3. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S Consultants for evaluating each such proposed substitute item.

ENGINEER will be similar to that provided in subparagraph 6.7.1.2. The Contract Documents. The procedure for review by ENGINEER shall submit sufficient information to allow ENGINEER, in ENGINEER'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

6.7.2. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence or procedure of

expense. "or-equal" or substitute item will be at CONTRACTOR'S provided by CONTRACTOR in support of any proposed CONTRACTOR'S Expense: All data to be

6.7.1.1. "Or-Equal": If in ENGINEER'S sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

6.7.1.3. *CONTRACTOR'S Expense:* All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR'S expense.

6.7.2. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence or procedure of

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance

*Patent Fees and Royalties:*

6.11. All Work performed for CONTRACTOR by a Sub-contractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will consist of all rights against the Subcontractor or Supplier waives ENGINEER'S Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other properly insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.10. The divisions and sections of the Specifications and TRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.9.2. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Sub-contractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to cooperate with the ENGINEER through CONTRACTOR.

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

6.9.1. CONTRACTOR shall be fully responsible to OWNER or ENGINEER to reject defective Work. person or organization shall constitute a waiver of any right or ENGINEER of any such Subcontractor, Supplier or other or Written Amendment signed. No acceptance by OWNER or substitution and an appropriate Change Order will be issued

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of

*Taxes:*

6.14.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

*Laws and Regulations:*

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

*Permits:*

of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER it is use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

the Project which are applicable during the performance of the Work.

*Use of Premises:*

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

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

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the Work or adjacent property to stresses or pressures that will endanger it.

*Record Documents:*

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of

the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

*Safety and Protection:*

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all persons on the Work site or who may be affected by the Work;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER'S Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

*Safety Representatives:*

6.21. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and

responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### *Hazard Communication Programs:*

6.22. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

#### *Emergencies:*

6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

#### *6.24. Shop Drawings and Samples:*

6.24.1. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample Submittals (see paragraph 2.9). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.24.2. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample Submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

#### *6.25. Submittal Procedures:*

6.25.1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.25.1.1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

6.25.1.2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

6.25.1.2. all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

6.25.2. Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

6.25.3. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample Submittals accepted by ENGINEER as required by paragraph 2.9. ENGINEER'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract

Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, any related Work performed prior to ENGINEER'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

*Continuing the Work:*

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

*6.30. CONTRACTOR'S General Warranty and Guarantee:*

6.30.1. CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER'S Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

6.30.1.1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

6.30.1.2. normal wear and tear under normal usage.

6.30.2. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

6.30.2.1. observations by ENGINEER;

6.30.2.3. recommendation of any progress or final payment by ENGINEER;

6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4. use or occupancy of the Work or any part thereof by OWNER;

6.30.2.5. any acceptance by OWNER or any failure to do so;

6.30.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptance by ENGINEER pursuant to paragraph 14.13;

6.30.2.7. any inspection, test or approval by others; or

6.30.2.8. any correction of defective Work by OWNER.

*Indemnification:*

6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts or omissions they may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

6.32. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor. Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33. The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

*Survival of Obligations:*

6.34. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with

the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

#### ARTICLE 7—OTHER WORK

##### *Related Work at Site:*

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in such other work.

*Coordination:*

7.4. IF OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

7.4.2. the specific matters to be covered by such authority and responsibility will be itemized; and

7.4.3. the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

#### ARTICLE 8—OWNER'S RESPONSIBILITIES

8.1. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or

*Rejecting Defective Work:*

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or 12.

*Authorized Variations in Work:*

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12.

*Clarifications and Interpretations:*

9.3. IF OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. IF OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

*Project Representative:*

8.9. The OWNER shall not supervise, direct or have control or authority over, not be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or

*Visits to Site:*

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

*OWNER'S Representative:*

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

8.11. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

8.10. OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

9.8. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

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

*Determinations for Unit Prices:*

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision thereon upon OWNER and CONTRACTOR, unless otherwise agreed in writing by OWNER and CONTRACTOR.

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant

to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision thereon upon OWNER and CONTRACTOR, unless otherwise agreed in writing by OWNER and CONTRACTOR.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.13. *Limitations on ENGINEER'S Authority and Responsibilities:*

9.13.1. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employed or agent of any of them.

9.13.2. ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.3. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Sub-contractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.13.5. The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representatives and assistants.

ARTICLE 10—CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

10.4.1. changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11—CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will

11.2. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3; inclusive);

11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

#### Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, work-ers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the

cash discounts shall accrue to OWNER. All trade discounts, rebates and returns and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.6. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or

11.6.2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

11.6.2.5. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.5.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

*Cash Allowances:*

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

11.8.1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

*11.9. Unit Price Work:*

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10. 11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item. 11.9.3. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

11.9.3.2. there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result

ARTICLE 12—CHANGE OF CONTRACT TIMES

of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement to which the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. All time limits stated in the Contract Documents are of the essence of the Agreement.

12.3. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii)

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work

*OWNER May Stop the Work:*

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S expense.

*Uncovering Work:*

13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and ENGINEER'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume all responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or

13.4.3. as otherwise specifically provided in the Contract Documents.

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below:

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

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

*Tests and Inspections:*

13.2. OWNER, ENGINEER, ENGINEER'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

*Access to Work:*

13.1. *Notice of Defects:* Prompt notice of all *defective* Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All *defective* Work may be rejected, corrected or accepted as provided in this Article 13.

ARTICLE 13—TESTS AND INSPECTIONS:  
CORRECTION, REMOVAL OR  
ACCEPTANCE OF DEFECTIVE WORK

Article 7.  
other contractors performing other work as contemplated by limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or delays beyond the control of both parties including but not

shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

*Correction or Removal of Defective Work:*

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

*13.12. Correction Period:*

13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

13.12.2. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.12.3. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

*Acceptance of Defective Work:*

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall

pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

*OWNER May Correct Defective Work:*

13.14. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

*Schedule of Values:*

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and

14.5.1. the Work has progressed to the point indicated, 14.5.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

14.5.3. the conditions precedent to CONTRACTOR'S fulfillment in so far as it is ENGINEER'S responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER'S recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

14.7.5. claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.2. At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retained with respect to progress payments will be as stipulated in the Agreement.

**CONTRACTOR'S Warranty of Title:**

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

**Review of Applications for Progress Payment:**

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER'S knowledge, information and belief:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all

*Final Inspection:*

14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

*Partial Utilization:*

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

ENGINEER in writing prior to ENGINEER's issuing the aforesaid certificate of Substantial Completion, ENGINEER's CONTRACTOR until final payment.

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform

*Substantial Completion:*

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

14.7.6. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens.

14.7.7. there are other items entitling OWNER to a set-off against the amount recommended, or

14.7.8. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

14.13. If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER'S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to

*Final Payment and Acceptance:*

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up records, documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

*Final Application for Payment:*

particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.2. Upon the occurrence of any one or more of the following events:

*OWNER May Terminate:*

15.1. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

*OWNER May Suspend Work:*

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

14.15.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsatisfied Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR'S continuing obligations under the Contract Documents; and

14.15.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

*Waiver of Claims:*

14.15. The making and acceptance of final payment will constitute:

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER, so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainer stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

15.4.1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.2.1. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.4. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, OWNER and CONTRACTOR may exercise

ARTICLE 16—DISPUTE RESOLUTION

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

CONTRACTOR May Stop Work or Terminate:

15.4.2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

15.4.4. for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

*Professional Fees and Court Costs Included:*

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER hereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

*Cumulative Remedies:*

any applicable statute of limitations or repose. construed as a substitute for or a waiver of the provisions of damage. The provisions of this paragraph 17.3 shall not be reasonable time of the first observance of such injury or liable, claim will be made in writing to the other party within a or agents or others for whose acts the other party is legally act of the other party or of any of the other party's employees

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or

*Notice of Claims:*

17.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

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

*Computation of Times:*

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

*Giving Notice:*

ARTICLE 17—MISCELLANEOUS

such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

**SUPPLEMENTARY CONDITIONS  
TO THE  
GENERAL CONDITIONS**

The following supplements modify, change from or add to the "Standard General Conditions of the Construction Contract, EJCDC 1910-8 (1990 edition). Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

**ARTICLE 2 - PRELIMINARY MATTERS**

**2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:**

Delete in its entirety and substitute the following:

The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

**2.5 BEFORE STARTING CONSTRUCTION:**

Add the following:

2.5.1 The Contractor shall perform no portion of the work at any time without Contract Documents or, where required, permits for such portion of the work.

Add the following:

2.5.2 By executing the Contract, the Contractor represents that he has visited the site, understands all applicable permit conditions, familiarized himself with the local site conditions under which the work is to be performed, and correlated his observations and work procedures with the requirements of the Contract Documents.

**ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE**

3.1 INTENT:

Add the following sentence: "CONTRACTOR shall be responsible for the construction and coordination of the parts, and all systems provided shall be completely compatible and fully functional without additional cost to OWNER."

ARTICLE 5 - BONDS AND INSURANCE

5.1 PERFORMANCE AND OTHER BONDS:

In the first sentence replace "Contract Price" with "Contract Price plus \$114,500, the cost of the Owner furnished geotextile tubes".

After 5.1 add the following.

PRIME CONTRACTOR'S OBLIGATION TO ENSURE PAYMENTS FOR EQUIPMENT AND MATERIAL SUPPLIES FURNISHED TO HIM OR HIS SUB-CONTRACTORS

5.1.1 It is the responsibility of the prime contractor to promptly inform persons providing any labor, equipment, material or supplies of the existence of the public construction bond (herein called bond) and their time limit requirements, i.e. notification of the 45 day and 90 day requirements of Sec. 255.02(2) Florida Statutes. The prime contractor shall employ all reasonable and diligent methods to ensure prompt payment to all entities providing resources under the subject contract.

5.1.2 To this end:

A. The prime contractor shall provide a certified list to the Engineer of all sub-contractors and firms providing labor, equipment, material and supplies to the prime contractor for use under this contract. In a like manner, he shall require all of the sub-contractors to furnish to him a certified list of all firms providing labor, equipment, material and supplies to be incorporated in the work. All listings from his sub-contractors will be provided to the Engineer.

B. The prime contractor will be required to certify to the Engineer that he has furnished a copy of the bond to all sub-contractors and firms providing labor, equipment,

materials and supplies to be incorporated in the work. In a like manner, the contractor will require his sub-contractors to certify to him and to the Engineer that a copy of the bonds have been provided to all firms providing labor, equipment, material and supplies to the sub-contractor for incorporation in the work.

5.1.3 As a condition of partial payment to any or all of his sub-contractors/vendors, the prime contractor will require them to furnish evidence and certify to him that all persons providing labor, equipment, material or supplies have been paid.

5.1.4 As a condition of partial payment, the Engineer will require the prime contractor to certify to him that all provisions of this sub-section have been complied with. The Engineer may require of the prime contractor reasonable documentation as to the extent of the contractor's compliance. Failure to provide this may result in reduction or withholding partial payments due the prime contractor.

5.1.5 The existence, conditions and stipulations of the bonds notwithstanding, the Owner may withhold and retain funds due the prime contractor, should the Owner be presented reasonable evidence that any labor, equipment, material or supplies of the prime or any sub-contractors providing resources under this contract have not been promptly paid.

5.4 CONTRACTOR'S LIABILITY INSURANCE:

Add the following after paragraph 5.4.13:

5.4.14 The limits of liability for the insurance required shall provide coverage for not less than the following amounts, all insurance shall be with companies with a class 13 insurance company rating and licensed to do business in the State of Florida:

- A. Worker's compensation under paragraphs 5.4.1 and 5.4.2:
  - 1. State Statutory
  - 2. Applicable Federal (e.g. Longshoreman's) Statutory

U.S. Longshoreman's & Harbor Workman's Compensation Act

		endorsement is required.	
3.	Employer's Liability	\$500,000.00	(each accident)
		\$500,000.00	(Disease - Policy Limit)
		\$1,000,000.00	(Disease - Each Employee)
B.	Comprehensive General Liability: (Including Premises - Operations;	Independent Contractor's Protective; Broad Form Property Damage; Personal Injury; Broad Form CGL endorsement or equivalent) under paragraph 5.4 of the General Conditions:	
	1.	Bodily Injury:	
		Each Occurrence	\$500,000.00
		Aggregate	\$1,000,000.00
	2.	Property Damage:	
		Each Occurrence	\$500,000.00
		Aggregate	\$500,000.00
	3.	Or Bodily Injury and Property	
		Damage Combined Single Limit:	
		Each Occurrence	\$500,000.00
		Aggregate	\$1,000,000.00
4.	XCU coverage, remove exclusion (Yes)		

C. Comprehensive Automobile Liability: (owner-leased-non-owned & hired) under paragraph 5.4 of the General Conditions:

1. Bodily Injury: Each Person \$500,000.00

Each Accident \$500,000.00

2. Property Damage:

Each Occurrence \$500,000.00

3. Or Bodily Injury and Property Damage Combined Single Limit: \$500,000.00

D. Contractual Liability Insurance under paragraph 5.4 of the General Conditions:

1. Bodily Injury: Each Occurrence \$500,000.00

Aggregate \$1,000,000.00

2. Property Damage: Each Occurrence \$500,000.00

Aggregate \$1,000,000.00

3. Or Bodily Injury and Property Damage Combined Single Limit: \$500,000.00

Each Occurrence

\$500,000.00

The Contractor may, at his option, provide the necessary insurance for all specialty

under the contract, enforce throughout the life of the contract.  
workman's compensation insurance, covering their specific type of work to be performed  
Contractor shall assure that each subcontractor and/or vendor has adequate liability and  
in their particular trade or specialty to perform the tasks for which contracted; further the  
5.4.15 The Contractor shall assure that all subcontractors and/or vendors are duly licensed

All insurance shall contain a provision that coverage afforded will not be canceled,  
materially changed or renewal refused until at least thirty days prior written notice has  
been given to Owner and Engineer. Acceptable certificates of above insurance shall be filed  
with the Owner and Engineer before any work at the site is started.

The additional liability coverage for the Design Engineer is not to be construed as to  
requiring, in any way, that either the Owner or Contractor be obligated to supply insurance  
protecting the Design Engineer for its liability emanating from professional errors or  
omissions by the Engineer.

Design Engineer - Olsen Associates, Inc.  
4438 Herschel Street  
Jacksonville, FL 32210  
1-904-387-6114  
1-904-384-7468 (fax)

Owner - Nassau County and their employees; the Division of Parks and  
Recreation - D.E.P.; SAISSA and their representatives.

Add the following names:

E. Additional liability coverage for Owner and Engineer shall be provided by  
endorsement as additional insureds on Contractor's General Liability Policy under  
paragraph 5.4.7.

Aggregate \$1,000,000.00

5.6.5 Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

5.6.4 Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer; and

5.6.3 Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.2 Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.

5.6.1 Include the interests of Owner, Contractor, SubContractors and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

5.6 Contractor shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

Delete Paragraph 5.6 and all its sub-paragraphs and substitute the following:

5.6 PROPERTY INSURANCE:

subcontractors and/or vendors.

6.7.2 SUBSTITUTE CONSTRUCTION METHODS OR PROCEDURES: Delete in its entirety.

6.1.1 The Contract Documents are intended to communicate the nature of the design, concept and scope of the work. The Contractor shall be responsible for the construction and coordination of the parts and all systems shall be complete, compatible and fully functional without additional cost.

After 6.1 add the following:

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

5.13 In the first, fourth, fifth and eighth lines, change the term "...Owner..." to read "...Contractor..."

Delete the last sentence in its entirety.

5.12 RECEIPT AND APPLICATION OF INSURANCE PROCEEDS: In the third and sixth lines, change the terms "...Owner..." to read "...Contractor..."

5.11 WAIVER OF RIGHTS: In the twenty-fourth line of Paragraph 5.11, change the term "...Owner..." to read "...Contractor..."

5.10 DELETE IN ITS ENTIRETY.

5.9 DELETE IN ITS ENTIRETY.

5.8 In the third line of Paragraph 5.8, change the term "...Owner..." to read "...Contractor..."

5.7 In the first line of Paragraph 5.7, change the term "...Owner..." to read "...Contractor..."

5.6.6 The form of policy for this coverage shall be Completed Value.

After 9.1 add the following two paragraphs:

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

- B. The entry of Owner and Contractor into the construction contract because, but for Contractor's promises as contained in the General Conditions, Owner would not have entered into the construction contract with Contractor.
- A. One dollar (\$1.00) in hand paid by Owner, Engineer, and Engineer's employees to Contractor, receipt whereof is hereby acknowledged and the adequacy of which Contractor accepts as completely fulfilling the obligations of Owner, Engineer, and Engineer's employees under the requirements of Section 725.06, Florida Statutes, and:

6.31.1 In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for CONTRACTOR'S PROMISES ARE:

After 6.31 add the following:

6.31 INDEMNIFICATION: In the sixth line, change the parenthetical insert to read as follows: "...including but not limited to fees and charges of Engineer, other Engineers, architects, attorneys and other professionals, particularly including, but not limited to reasonable Engineer's attorney's fees, and court costs)...":

6.20 SAFETY AND PROTECTION: Add the following sentences: "The Occupational Safety and Health Administration excavation safety standards, 29CFR 1926.650 Subpart P trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subContractor performing trench excavation work on the Project shall comply with the applicable trench safety standards."

These shall be available to Engineer for examination during construction and shall be delivered to Engineer for Owner upon Substantial Completion of the work.

6.19 RECORD DOCUMENTS: Delete the last sentence and substitute the following:

13.12 CORRECTION PERIOD:

13.4.4 All re-testing requested by the Engineer for tests applied to defective work that has been corrected shall be paid for by the Contractor.

After 13.4.3 add the following:

ARTICLE 13 - TEST AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK:

10.6 The Contractor shall perform extra or corrective work at the direction of the Engineer with the Contractor's right to compensation and amount of compensation therefore to be determined under Articles 11 and 12 of the General Conditions.

After 10.5 add the following:

ARTICLE 10 - CHANGES IN THE WORK:

9.1.2 The Engineer shall decide the meaning and intent of any portion of the specifications and of any plan or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.

9.1.1 The Engineer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract of specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The provisions of other articles of the agreement not withstanding, should any disagreement arise over, but not limited to, the scope and extent, cost and time duration,

ARTICLE 16 - DISPUTE CLAUSE:

Delete the entire article and replace with:

ARTICLE 16 - ARBITRATION:

In the paragraph after 15.2.4 in the seventeenth line, after the work "work" insert "particularly including, but not limited to, reasonable Engineer's and attorney's fees."

15.2 OWNER MAY TERMINATE:

ARTICLE 15 - SUSPENSION OR WORK AND TERMINATION:

No progress payment shall be allowed. Payment to the Contractor shall be only upon the successful completion of the structures and other incidental work in accordance with the plans and specifications. Application for Payment to the Contractor shall be made at the time of Final Acceptance by the Engineer.

14.2 APPLICATION FOR PAYMENT:

14.2 APPLICATIONS FOR PROGRESS PAYMENT: Delete and replace with:

No Schedule of Values or progress payments shall apply to this contract..

14.1 SCHEDULES OF VALUES: Delete and replace with:

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION:

Add the following sentence at the end of the paragraph: "Specific and special warranties specified in the contract Documents are in addition to, and not in lieu of, the Contractor's general warranty. Contractor shall not be relieved of general warranty obligations by the specification of specific products or procedures."

of the work to be accomplished, the Engineer may direct the Contractor in writing to perform said work.

The decision of the Engineer in this regard shall be final and the Contractor will diligently proceed with the work as directed by the Engineer.

Within fifteen (15) calendar days after written receipt of the Engineers final ruling, the Contractor, if he takes issue with the ruling, shall notify the Owner in writing of the facts, his intent to file a claim and a complete itemized breakdown and dollar amount of the claim.

The Contractor agrees to seek relief from the final decisions of the Engineer by the following means:

A. Present his claim at a regular of special session of the Nassau County Board of Commissioners. The decision of the Board shall be final.

B. The Contractor's remedy for an adverse decision of the Nassau County Board of Commissioners shall be suit in the court having jurisdiction after completion of all phases of construction required by the Contract.

END OF SECTION

**TECHNICAL REQUIREMENTS FOR THE CONSTRUCTION OF SOUTH AMELIA ISLAND TERMINAL GROIN FIELD**

**1.0 GENERAL**

**1.1 Permits and Responsibilities**

1.1.1 The Contractor shall, without expense to the Owner, be responsible for obtaining any necessary local permits and for complying with any applicable governmental codes and regulations in connection with the construction of the marine works. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. He shall be responsible for all materials delivered or removed and work performed until completion and acceptance of the entire construction work except for any completed unit of construction thereof which may have been accepted by the Engineer.

1.1.2 Construction shall be in strict accordance with the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers (USACE) environmental permits and other applicable permits for the work. Final copies of the Environmental Permits issued to the Owner for this work will be provided to the Contractor. No separate or direct payment will be made for compliance with the environmental permits and all costs thereof shall be considered incident to and included in the total Contract price.

1.2 Preconstruction meeting: Prior to commencement of construction, the Contractor shall meet with the Engineer, and representatives from the Owner to establish the order of work, construction access, preconstruction conditions of the site, and other matters.

1.3 Physical Data/Site Conditions - All site information and data furnished or

referred to herein are furnished for the Contractor's information. However, it is expressly understood that the Owner will not be responsible for any interpretation or conclusion drawn therefrom by the Contractor.

The physical conditions indicated on the drawings and in the specifications are the result of site investigations by survey and are presented by the Owner as a convenience to the Contractor. The conditions should be confirmed by the Contractor should any questions or discrepancies arise. By acceptance of this Contract the Contractor acknowledges his understanding of the relationship between the project site and the elements, including but not limited to the winds, tidal currents, waves, astronomical tides, nor'easters, hurricanes and other random, as well as predicted phenomena.

1.4

Prosecution of the work - It will be the responsibility of the Contractor to plan his work expeditiously in order that there will be a minimum of delay in beginning operations after receipt of notice to proceed. The Engineer may order any phase of the work suspended during unfavorable weather conditions, if in his opinion satisfactory work cannot be performed under the Contract.

1.5

Turtle Protection - The Contractor will be required to abide by and implement all safeguards, reporting criteria, lighting requirements, and other measures required by State and Federal permits to protect turtle nesting and hatchlings on Amelia Island during the entire period of construction.

1.6

Payment - No separate or direct payment will be made for the items covered by this section of the specifications and all costs thereof shall be considered incident to and included in the total Contract price.

1.7

Special Requirements - The Longard tubes, underlying filter cloth and accessories are being supplied by the Owner. Should the Contractor damage a tube or fail to fill a tube with sand in accordance with the project plans, the

Contractor will be required to remove the defective tube and to furnish a new identical tube at his expense. NOTE - Replacement tubes are not available in the U.S. They must be fabricated by special order with the supplier located in Denmark.

## 2.0 LONGARD TUBE CONSTRUCTION

2.1 Scope and Materials. The work covered by this section consists of furnishing all plant, labor, transportation, equipment, paint, sand, and limited supplies and material, and of performing all operations in connection with the coating and construction of four (4) Longard tube groins on the shoreline as indicated on Olsen Associates, Inc. drawings and as specified herein. The Owner shall provide the following materials necessary for the construction of the four Longard Tube groins G-1 through G-4:

- 1.) G-1 -
  - a.) Two (70") tubes @ 223 ft and 197 ft
  - b.) 170 ft Filtercloth @ 16 ft width w/2 anchor tubes and 1 toe tube.
  - c.) 210 ft Filtercloth @ 25 ft width w/2 anchor tubes and 2 toe tubes.
  - d.) 49 ft Filtercloth @ 33 ft width w/2 anchor tubes and 2 toe tubes.
  - e.) Four (40") tubes @ 33 ft (Joint & Terminus)
- 2.) G-2
  - a.) One (70") tube @ 328 ft
  - b.) 302 ft Filtercloth @ 16 ft w/2 anchor tubes.
  - c.) 49 ft Filtercloth @ 25 ft w/2 anchor tubes and 2 toe tubes.
  - d.) Two (40") tubes @ 33 ft
- 3.) G-3
  - a.) One (70") tube @ 250 ft
  - b.) 226 ft Filtercloth @ 16 ft w/2 anchor tubes.

All materials will be located in storage at the Port of Jacksonville or at Amelia Island, Florida. The Contractor shall be responsible for transportation of the material from the storage location for purposes of painting and ultimately to the project site for construction. The Owner is responsible for all duties, fees and import related costs levied by the Jacksonville Port Authority, and/or import broker.

- 1.) One 200 ft (70" tube),
- 2.) 49 ft Filtercloth @ 25 ftw / 2 anchor tubes and 2 toe tubes,
- 3.) One inlet and one outlet,
- 4.) 2 sets of end clamps.

at the completion of construction:

The following spare parts purchased from Longard a.s. shall be transferred to the Owner

representative.

In addition, the Contractor shall deliver to the Owner 5-gallons of coating and all excess filtercloth for purposes of performing tube maintenance in the future by the Owner or their

the Owner.

Any additional material and/or parts required to construct the project in conformance with the project drawings shall be provided by the Contractor at no additional expense to

5.) ACCESSORIES

- a.) 10 sets of end clamps for 70" tube.
  - b.) 18 sets of inlets
  - c.) 15 sets of outlets
- 4.) G-4
- a.) One (70") tube @ 200 ft
  - b.) 175 ft Filtercloth @ 16 ft w/ 2 anchor tubes
  - c.) 49 ft Filtercloth @ 25 ft w/ 2 anchor tubes and 2 toe tubes
  - d.) Two (40") tubes @ 33 ft
- c.) 49 ft Filtercloth @ 25 ft w/ 2 anchor tubes and 2 toe tubes
  - d.) Two (40") tubes @ 33 ft

2.2.1. Onsite Borrow Material. The project design specifies that the Contractor shall utilize material excavated during groin installation, or material borrowed from the beach fill project, for purposes of filling the Longard tubes. Sieving of the material will be required to remove shell or to reduce the effective average grain size of the sediment utilized for tube construction. *The confirmation of suitability of existing onsite sediment for purpose of Longard tube installation is the responsibility of the Contractor.* Any excavation from the beach fill berm shall be performed north of the southern limit of work depicted by the project plans. The depth of net excavation for purposes of borrowing shall be limited to one (1) foot below the existing grade. The Contractor shall perform grading of any areas disturbed during construction to ensure that the existing berm is within one foot in elevation of its pre-construction condition. Grading shall likewise be required to ensure the aesthetics of the beach berm subsequent to construction both on State and privately owned property. Any man-made material, clay, rock, vegetation or debris deposited on the beach shall be removed from the site of the work and disposed of in legally accessible areas provided by and at the expense of the Contractor.

2.2.2. Alternate Sand Source. The Contractor may propose an alternate commercially available upland (off site) source of sand for consideration by the Engineer. All such sand must be clean, free of organics and determined by the Engineer to be beach compatible. The Contractor must provide the Engineer with a sand sample, grain size analysis (GSD) performed by a certified geotechnical laboratory and written assurance of the quality of the product proposed. The Engineer will make a determination as to acceptability within three (3) days of receipt of a written request and submittal of GSD analysis. The Engineer may elect to inspect the borrow site. The use of an

alternate sand source by the Contractor shall not result in additional cost to the Owner.

## 2.3 Transport of Excavated Material

2.3.1 The method of transporting the fill from an alternate borrow area to the general fill area will be by truck. No overflow or spill-out of sand will be permitted during transport to the fill site. All trucks shall be covered in order to prevent spillage. Failure to change method of operation which is resulting in spillage during transport from the borrow area to the fill area, will result in suspension of transport operations and require prompt repair or change of operation to prevent spillage as a prerequisite to the resumption of transport operations.

2.3.2 The Contractor shall perform all trucking and equipment transfer operations between the project site and the American Beach access location in a manner which protects both public safety and turtle nesting activities. The Owner has contracted for a nest monitoring program suitable for the implementation of a Mark and Avoid permit condition within State and Federal permits. All equipment transfer and trucking between American Beach and the project shall utilize the central section of the beach berm, unless directed elsewhere by the Engineer. In all events, no vehicular activity shall occur closer than 50 ft of a marked turtle nest.

2.3.3 The Contractor shall provide and maintain lighted barricades, warning signals and flagmen as required by federal, state or local regulations and as directed by the Owner. Any damages to private or public property resulting from the Contractor's operations shall be repaired by the Contractor at his expense. Driving and parking on sections of the beach north of the State Park is allowable in Nassau

2.4.5 Mislabeled Materials. If any material is deposited elsewhere than in locations designated or approved, the Contractor may be required to remove such misplaced material and redeposit it where directed at his expense.

2.4.6 Work Area. The construction access and storage locations available to the Contractor for accomplishing the work are shown on the plans. The Contractor shall accomplish the work in such a manner as to minimize disruption to beach traffic and Park operations. The Contractor will be required to direct or control any public traffic for safety purposes for the work areas in the immediate vicinity of the excavation, placement, grading, and transportation operations. Adequate lighted barricades, shall be utilized to protect the public subsequent to the placement of the tubes, excavation for tube placement, etc.

2.5 Reporting Requirement. The Contractor shall be required to prepare a daily report. He shall prepare the form in duplicate, either typewritten or legibly handprinted in ink or ballpoint pen, and shall fax one copy each day to the Engineer's office in Jacksonville and submit one copy to the Engineer's or Owner's representative on site. The Contractor shall likewise photo document all phases of work on a daily basis.

2.6 Payment. All costs associated with signage, public safety, turtle protection, site preparation, Longard tube coating, debris removal, sieving, acquisition, excavation and transporting of sand, tubes and filter fabric underlayers (w/toe tube) placement, filling equipment, signage, and a manufacturer representative (if warranted) shall be included in the Contract price. The payment shall also include all other activities or items of cost required by the plans and specifications for which a separate payment is not provided herein. No progress payment will be allowed. Payment to the Contractor shall be only upon the successful completion of the structures in accordance with the plans and specifications.

- 2.4.5 Mislabeled Materials. If any material is deposited elsewhere than in locations designated or approved, the Contractor may be required to remove such misplaced material and redeposit it where directed at his expense.
- 2.4.6 Work Area. The construction access and storage locations available to the Contractor for accomplishing the work are shown on the plans. The Contractor shall accomplish the work in such a manner as to minimize disruption to beach traffic and Park operations. The Contractor will be required to direct or control any public traffic for safety purposes for the work areas in the immediate vicinity of the excavation, placement, grading, and transportation operations. Adequate lighted barricades, shall be utilized to protect the public subsequent to the placement of the tubes, excavation for tube placement, etc.
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- 2.6 Payment. All costs associated with signage, public safety, turtle protection, site preparation, Longard tube coating, debris removal, sieving, acquisition, excavation and transporting of sand, tubes and filter fabric underlayers (w/toe tube) placement, filling equipment, signage, and a manufacturer representative (if warranted) shall be included in the Contract price. The payment shall also include all other activities or items of cost required by the plans and specifications for which a separate payment is not provided herein. No progress payment will be allowed. Payment to the Contractor shall be only upon the successful completion of the structures in accordance with the plans and specifications.

4.1 Scope and Materials. Permanent signage shall be constructed by the Contractor at each groin as indicated on the drawings and as specified herein. The location of the sign shall be immediately seaward of the filter cloth and toe tube at the terminus of each Longard tube groin. Two (2) temporary signs shall likewise be required. The work covered by this section consists of furnishing all plant, labor, equipment, signage and materials. All costs associated with the construction of the signage shall be included in the contract price.

4.0 SIGNAGE

3.1 Scope and Materials. The seaward faces and crowns of all Longard tubes are to be coated with two layers of an elastomeric polyurethane (tan colored Ultrakote manufactured by Natonwide Chemical Coatings or a substitute acceptable to the Engineer). This will require coating a minimum 70 per cent of the surface area of each tubes. The coatings may be applied by brush, roller or spray, however, the thickness of each layer is to be a minimum of 15 mils. A minimum curing time of forty-eight hours is to be allowed between application of the second coat and installation of the tubes. The tubes shall be inflated during the coating and curing operations so that the dried coating will not deform the round shape of the tubes. The work covered by this Section consists of furnishing all plant, labor, transportation, equipment and materials and of performing all operations in connection with the application of the tube coating. Five (5) gallons of coating material shall be provided to the Owner for purposes of future tube maintenance. All costs associated with this item are included in the contract price.

3.0 LONGARD TUBE COATING

2.7 Site Conditions. The project plans are believed to represent accurately average existing conditions, but the elevations thereon should be verified by the Contractor by elevations taken immediately before commencing work.

All costs associated with this item are included in the contract price.

The Contractor shall likewise be required to provide two (2) 4' x 8' warning signs mounted on 4x4 P.T. posts addressing project construction, public safety, etc. approximately 200 ft north of Groin G-1. The final locations and verbiage to be included on the signs will be provided by the Engineer within seven (7) days of execution of an Agreement between the Contractor and Owner.

**WALKING OR DRIVING ON OR OVER THE TUBE IS DANGEROUS AND DESTRUCTIVE. PLEASE AVOID ANY CONTACT WITH THE STRUCTURE. YOUR COOPERATION IS APPRECIATED.**

**THIS LONGARD TUBE HAS BEEN CONSTRUCTED IN COOPERATION WITH THE NASSAU SOIL AND WATER CONSERVATION DISTRICT AS AN EXPERIMENTAL MEASURE TO REDUCE BEACH EROSION ON SOUTHERN AMELIA ISLAND.**

**WARNING - DANGER**

Signage. Two (2) 2 ft x 3 ft warning signs shall be provided and installed by the Contractor on each side of a 10" treated timber pile placed seaward of each groin. The signs shall be constructed of 3/4 in. marine grade plywood painted (three coats white) on both sides. Each sign shall be firmly through bolted to the 10" (butt) pile which shall be jettied to a top elevation of -10 ft NGVD. All fasteners shall be H.D.G. Prior to construction, the Contractor shall submit a sign design to the Engineer for final approval. Each sign shall have the following message (one side only) printed clearly in bold red letters:

THE AMERICAN INSURANCE COMPANY

for

#261 52 5495  
FL Licensed Resident Agent  
Attorney-in-Fact  
Ronald L. Thornton



Very truly yours,

Should you have any further comments or questions, please give me a call.

This letter will serve as your authorization to date the above referenced performance and payment bonds and corresponding powers of attorney to be concurrent with the dates on the executed agreements.

Gentlemen:

Re: Coastal Marine Construction Incorporated  
Bond No. 1114154251  
South Amelia Island Terminal Groin Field

To: South Amelia Island Shore Stabilization Association, Inc.

July 27, 1995



PUBLIC CONSTRUCTION BOND

BY THIS BOND, We, Coastal Marine Construction Incorporated; 625 N. Tamiami Trail; Venice, FL 34292 as Principal, and The American Insurance Company; P.O. Box 18025; Tampa, FL 33679 a corporation, as Surety, are bound to South Amelia Island Shore Stabilization Association, Inc. herein called Owner, in the sum of \$ Three hundred fifty five thousand five hundred twelve and 50/100 dollars (\$355,512.50) for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal: 1. Performs the contract dated 9 August, 1995, between Principal and Owner for construction of South Amelia Island Terminal Groin Field (describe project sufficient to identify it) the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

DATED on 9 August, 1995

COASTAL MARINE CONSTRUCTION INCORPORATED; 625 N. TAMIAAMI TRAIL; VENICE, FL 34292 (Principals name and principal business address)

By:

THE AMERICAN INSURANCE COMPANY; P.O. BOX 18025; TAMPA, FL 33679

(Surety's name and principal business address)

*Donald J. Hunter*

As Attorney-in-Fact Ronald L. Thornton, Attorney-in-Fact and Florida Licensed Resident Agent #261 52 5495

2.8. Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference

*Preconstruction Conference:*

2.7. Before any Work at the site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.6.2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittals;

2.6.1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

*Before Starting Construction:*

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

*Starting the Work:*

Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the

*Commencement of Contract Times; Notice to Proceed:*

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

*Copies of Documents:*

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

*Delivery of Bonds:*

ARTICLE 2—PRELIMINARY MATTERS

1.45. *Written Amendment*—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.44. *Work Change Directive*—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

1.43. *Work*—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.