

TIM-**PREP** INC.

540 West Mill Street
Baldwin, Florida 32234
Office: 266-4784

*Extra copy
of contract
only*

August 9, 1996

VIA HAND DELIVERY

Walter Gossett, County Commissioner
Nassau County
Board of County Commissioners
Post Office Box 110
Fernandina Beach, Florida 32035-1010

RE: West Nassau Landfill East Vertical Expansion

Dear Mr. Gossett:

Enclosed are six (6) executed originals of the Agreement, six (6) executed original Addendums and six (6) copies of the rate sheet for the hourly labor and equipment charges.

Please have all six (6) of the Agreements and Addendums executed by the Nassau County Board of Commissioners and return one (1) original Agreement and Addendum to my office.

Yours truly,



MIKE STOKES, President
Tim-Prep, Inc.

Enclosures

**AGREEMENT
WEST NASSAU LANDFILL
EAST VERTICAL EXPANSION**

This Agreement made and entered into this 12th day of August, 1996 by and between the Nassau County Board of Commissioners hereinafter referred to as the "Board" or the "Owner" and Tim Prep, Inc., hereinafter referred to as the "Contractor."

WITNESSETH

WHEREAS, the Board is responsible for the disposal of solid waste in Nassau County, Florida; and

WHEREAS, the continued operation of the Landfill will require the construction of the East Vertical Expansion; and

WHEREAS, the Authority requested bids from private firms to construct the East Vertical Expansion of the West Nassau Landfill; and

WHEREAS, construction of the East Vertical Expansion includes the construction of a 7-acre composite liner and leachate collection system; and

WHEREAS, the Contractor possesses the knowledge, skill, and personnel necessary to provide the construction services desired by the Authority;

NOW, THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter contained, and for other good and valuable consideration, the parties hereto do agree as follows:

GENERAL CONDITIONS OF THE CONTRACT

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GENERAL CONDITIONS

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 The Contract Documents

The Contract Documents consist of this Agreement, the construction Drawings, the Specifications, the QA Plans, all Addenda issued prior to execution of the Contract, and all modifications thereto. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order; (3) a written interpretation issued by the Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.4. A Modification may be made only after execution of the Contract. The Contract Documents do include Bidding Documents such as the Advertisement or Invitation to Bid, the Notice to Contractors, sample forms, the Contractor's bid or portions of the Addenda relating to any of these, or any other documents, as specifically enumerated in the Owner-Contractor Agreement. In the event of any ambiguity and/or inconsistency among the various Contract Documents, a later dated version will hold true.

1.1.2 The Contract

The Contract Documents form the Contract for construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior or contemporaneous negotiations, representation, communications, or agreements, either written or oral and has not been induced by any representations, statements, or agreements, other than those expressed herein. The Contract may be amended or modified only by a written Modification signed by the Parties as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor; but the Engineer shall be entitled to

performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Engineer and any Subcontractor or Sub-tier subcontractor.

1.1.3 The Work

The Work comprises the complete construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than six copies by the Owner and Contractor. If either the Owner or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Engineer shall identify such documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited and examined the site (to the extent possible with the naked eye), familiarized himself with the local conditions under which the Work is to be performed (to the extent possible with the naked eye), and correlated his observations with the requirements of the Contract Documents. The Owner acknowledges that the Contractor has not tested the soil and further that the Contract Documents do not describe the soil conditions.

1.2.3 The Contractor understands and agrees that execution of this Contract by the Contractor shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Contractor hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, the Contractor agrees that the compensation hereunder

shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 The successful bidder shall be given after the award of the Contract, five sets of Drawings and Specifications without charge for use on the Project. Additional Drawings and Specifications will be supplied at the Contractor's expense.

1.3.2 All Drawings, Specifications and copies thereof furnished by the Engineer are and shall remain the property of the Owner. (1) Such documents are not intended or represented to be suitable for other than the use specified in the Contract Documents and are to be returned to the Engineer of the Owner on request at the completion of the Work. (2) Such documents are not for reuse by Contractor or others on extensions of the work or on any other work or for any other purpose. Any reuse of such documents without prior written verification or adaptation by Owner for the specific purpose intended will be at Contractor's sole risk and without liability or legal exposure to Owner or Engineer.

ARTICLE 2

ENGINEER

2.1 DEFINITION

2.1.1 The Engineer is the person lawfully licensed to practice engineering, or an entity lawfully practicing engineering identified as such in the Technical Specifications - Roy F. Weston, Inc. The term Engineer means the Engineer or his authorized representative.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Engineer will provide administration of the Contract as hereinafter described.

2.2.2 The Engineer will be the Owner's representative during construction and until final payment is due. The Engineer will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Engineer. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.17.

2.2.3 The Engineer may visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an Engineer, he will keep the Owner informed of the progress of the Work, and in conjunction with the Construction Quality Assurance Engineer (CQAE), will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.4 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Engineer shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall

provide for such reasonable access so the Engineer may perform his functions under the Contract Documents.

2.2.6 Based on the Engineer's observations and an evaluation of the Contractor's Applications for Payment, the Engineer must act reasonable and determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in Paragraph 9.2, within forty five (45) days of submittal of the Contractor's application for payment through the Engineer.

2.2.7 The Engineer will be the interpreter of the technical requirements of the Contract Documents.

2.2.8 The Engineer will render written interpretations of the technical requirements of the Contract Documents with reasonable promptness on written request of either the Owner or the Contractor and shall render written recommendations to the Owner within a reasonable time on all claims, disputes and other matters in question between the Owner and the Contractor relating to the Work or the interpretation of the technical requirements of the Contract Documents.

2.2.9 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the technical requirements of the Contract Documents shall be referred initially to the Engineer for decision which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and responsibly inferable from the Contract Documents and will be in writing or graphic form. In his capacity as interpreter, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

Engineer shall be entitled to all privileges and immunities accorded under applicable law to those performing the engineering services described herein.

2.2.11 Any claim, dispute or other matter in question concerning a question of fact referred to the Engineer except those which have been waived by making or acceptance of final payment as provided in subparagraphs 9.8.4 and 9.8.5 shall be subject to appeal upon the written demand of the Contractor. However, no demand for appeal of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Engineer has rendered a written opinion to the Contractor and Project Coordinator (Owner representative) or (2) the fifth day after the Contractor has presented his evidence to the Engineer, if the Engineer has not rendered his written opinion by that date. When such a written opinion of the Engineer states (1) that the opinion is final but subject to appeal, and (2) that any demand for appeal of a claim, dispute or other matter covered by such opinion must be made by either the Contractor or Project Coordinator within 30 days after the date on which the party making the demand appeal by the Project Coordinator or Contractor within thirty days' period will result in the Engineer's opinion becoming final and binding upon the Owner and the Contractor. If the Engineer renders an opinion after the appeals process has been initiated, such opinion may be entered as evidence but will not supersede any appeal proceedings unless the opinion is acceptable to all parties concerned.

2.2.12 The Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing (said inspection or testing to be at the Board's expense) of the Work in accordance with Subparagraph 7.5.2 whether or not such Work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.12, nor any

decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.2.13 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.14 The Engineer will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work, as provided in Subparagraph 12.4.1.

2.2.15 The Engineer will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.8.

2.2.16 If the Owner and Engineer agree, the Engineer will provide one or more project Representatives to assist the Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.2.17 The duties, responsibilities and limitation of authority of the Engineer as the Owner's representative during construction as set forth in the Contract Documents will not be

modified or extended without written consent of the Owner, the Contractor and the Engineer.

2.2.18 In case of the termination of the employment of the Engineer, the Owner shall appoint an Engineer against whom the Contractor makes no reasonable objection.

2.2.19 Contractor and Owner believe that Contractor's professional services provided to Owner under this Agreement are not subject to sales and use tax. Contractor acknowledges that the obligations to pay the sales and use tax and other similar taxes as required by law, if applicable to the Contractor's services and/or purchases, shall remain with the Contractor.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1 The term Owner means the Owner or his authorized representative. Wherever the term "Owner" is used in the specifications or other Contract Documents, it refers to the Nassau County Board of County Commissioners and Department of Solid Waste Management, or the Owner's authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall furnish all surveys describing the physical characteristics, legal limits and utility locations for the site of the Project. The Contractor shall review the figures shown on all such surveys before undertaking any construction work. The Contractor shall immediately upon entering the project site for the purpose of beginning work, locate all general reference points and bench marks and take such action as is necessary to preserve or replace them and prevent their destruction. He shall record the location and elevation of each bench mark and shall make no changes in locations without the written approval of the Owner.

3.2.2 The Owner shall at no cost to Contractor secure all necessary easements for permanent structures or permanent changes in existing facilities.

3.2.3 Except as provided in Subparagraph 4.6.1, the Owner shall secure at no cost to Contractor necessary approvals, easements, rights of way, assessments and charges required for the construction, use or occupancy of permanent changes in existing facilities.

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

3.2.5 The Owner shall forward all instructions to the Contractor through the Engineer.

3.2.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11, respectively.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or substantially fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 OWNER'S USE OF PREMISES

3.4.1 The Owner reserves the right, upon written notice to the Contractor, to utilize any portion of the Work (as long as it does not interfere with Contractor) prior to Substantial Completion. Such utilization shall not constitute acceptance of the work in whole or in part or otherwise affect the rights or responsibilities of the parties except as specifically provided in this Paragraph 3.4.

3.4.2 During any such partial utilization, mutually acceptable arrangements shall be made between the Owner and Contractor regarding the operation and guarantees respecting the portion of the Work affected by utilization.

ARTICLE 4 CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as Tim Prep, Inc. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall immediately report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the Engineer for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents, or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall furnish the services of all necessary engineers, designers, draftsmen, and other personnel

necessary for the performance of the work hereunder. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor warrants to the Owner and the Engineer that all materials furnished under this contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.3.3 The Contractor warrants to Owner that it possesses the expertise, capability, equipment and personnel to properly and professionally perform its services hereunder, that it is properly and legally licensed (if applicable) to perform such services, and that it shall at all times in the performance of such services comply with all applicable laws, ordinances, and regulations and shall perform all services in a good, workmanlike, professional, efficient and non-negligent manner.

4.3.4 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. Contractor shall indemnify and hold harmless Owner and Engineer from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from Contractor's performance hereunder.

4.3.5 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract

Documents either by the activities or duties of the Engineer in his administration of the contract, or by inspections, tests or approvals required or performed under Paragraph 7.5 by persons other than the Contractor.

4.3.6 All services by the Contractor shall be performed in cooperation and coordination with the County through its County Coordinator, and in the performance of such services the Contractor shall:

a. Maintain close liaison and cooperation with the County Coordinator, or his designee, during performance of the work hereunder to obtain agreement and coordination of the work contained herein.

b. Attend all meetings and conferences as arranged and reasonably required by the County, as directed by the County Coordinator, during the progress of the work hereunder to establish project criteria, to review County and State standards, and to discuss any other matters relating to the work.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools and construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The Contractor shall employ specified materials and methods unless they are contrary to manufacturer's direction or recommended trade practices or unless he believes they will not produce results which he will guarantee as required; in which case, he shall promptly notify the Engineer in writing and request a determination. Deviation from materials and procedures specified will be permitted only upon Engineer's approval and providing work is guaranteed by Contractor. The naming of products in the

specifications does not imply Engineer's approval of deviations either from accompanying specifications or from manufacturer's specifications incorporated by reference.

4.4.3 Where one or more products are named in the specifications and the phrases "or equal", "or approved equal" or their equivalent accompanies the listing, requests for approval or substitute products will be considered after award of contract only. Requests shall be made in writing including all information, such as delivery dates and descriptive data, and all samples required by the Engineer, together with the amount to be added to or deducted from the contract price for such substitution. For substitutions to be considered, requests for substitutions including complete data and samples substantiating compliance of proposed substitution must be submitted within ten (10) calendar days of the issuance of the Notice-to-Proceed. Decisions of the Engineer as to whether a product proposed for substitution is fully equal will be final. When products are named in the specifications but are unaccompanied by the phrases "or equal", or "approved equal", or their equivalent, applications for approval of substitute products will not be considered at any time.

4.4.4 When any specified item or "approved equal" item of equipment or material is submitted which required changes or additions or material is submitted which required changes or additions because its requirements exceed or are different from those shown on the Contract Documents, such changes shall be made at no additional cost to the Owner or the Engineer, and shall be itemized in writing and attached to the submittal. No changes shall be made without approval in writing from the Engineer. The requirements of this Paragraph apply also when no manufacturer is named and when more than one manufacturer is listed as acceptable.

4.5 PERMITS, FEES AND NOTICES

4.5.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all licenses in Contractor's name and

reasonably assist Owner in obtaining all other licenses and permits required for expansion of the landfill, and construct the landfill so that it will meet all construction and operating permit requirements in effect as of the effective date of the execution of this Contract. The Owner shall pay fees for water and sewer availability, extension of water, sewer and/or gas mains, and County or State road permits. The Owner shall arrange for utility connections required to serve the project as indicated in the Contract Documents and pay for building/grading permits, inspections or connection fees required by governing authorities. It is not the responsibility of the Contractor to make certain that the Drawings and Specifications are in accordance with applicable laws, statutes, building codes and regulations, except that it shall be the duty of the Contractor to promptly notify the Engineer whenever he becomes aware that any element of the drawings and specifications is not in accordance with such laws, statutes, codes and regulations. In the event that the Contractor shall fail to so notify the Engineer, the Owner shall not be responsible to the Contractor for any delays and costs incident thereto for work required to bring the project into conformity with applicable laws, statutes, codes and regulations.

4.5.2 Any notice, communications, or statement required or permitted to be given hereunder, unless otherwise stated herein, shall be in writing and be deemed to have been sufficiently given when delivered in person or sent by telex, wire or by certified mail, return receipt required, postage prepaid, to the designated address of the respective party.

4.5.3 If the Contractor performs any Work knowing it to be contrary to the applicable laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.6 ALLOWANCES

4.6.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.6.2 Unless otherwise provided in the Contract Documents:

- .1 These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
- .2 the Contractor's costs of unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated of the original allowance shall be included in the Contract sum and not in the allowance;
- .3 whenever the cost is more than or less than the allowance, the contract sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.7 SUPERINTENDENT

4.7.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.8 PROGRESS SCHEDULE

4.8.1 The Contractor shall within five days after issuance of the Notice-to-Proceed or within such time as determined by the

Engineer (no later than date of commencement of work) prepare and submit to the Engineer for review a practicable schedule, showing the order in which the Contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plant and equipment) and the contemplated dates for completing same. The schedule shall be in the form of a Bar Chart or Arrow Diagram of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time and each activity be resource loaded to indicate planned equipment and manning. The Contractor shall enter on the chart the actual progress on a monthly basis in accordance with the monthly Progress Payment Request, and shall deliver two copies of the updated chart to the Engineer with the progress schedules within the time prescribed, the Engineer may withhold approval of Progress Payment Requests until such time as the Contractor submits the required progress schedule.

4.8.2 If, in the opinion of the Engineer, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress and the Engineer may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the matter in which the agreed rate of progress will be regained, all without additional cost to the Owner.

4.8.3 Failure of the Contractor to comply with the requirements of the Owner under this provision shall be grounds for determination by the Engineer that the Contractor is not prosecuting the Work with such diligence as will insure completion within the time specified. Upon such determination the Owner may terminate the contractor's right to proceed with the work, or any separable part thereof, in accordance with the clause of the contract entitled "TERMINATION BY THE OWNER."

4.9 DOCUMENTS AND SAMPLES AT THE SITE

4.9.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved shop Drawings, Products Data and Samples. These shall be available to the Engineer and shall be delivered to him for the Owner upon completion of the Work.

4.9.2 As the work progresses keep a complete and accurate record of changes or deviations from the Contract Documents and shop drawings, indicating the work as actually installed, including locations and size of concealed pipes, conduit, ducts, etc. Changes shall be neatly and correctly shown on the respective portion of the affected documents; using blackline prints of the Drawings or the Specifications, with appropriate supplemental notes. This record set of Drawings, shop drawings and Specifications shall be kept at the job site for inspection by the Engineer and the Owner. At completion of the project, transfer all notations on the record drawings to reproducible drawings of the facility. Prior to the request for final payment, submit to the Engineer for the Owner the record documents and reproducible drawings. Provide suitable transfer case and deliver the records therein, indexed and marked for each Division of Work. No review or receipt of such records by the Engineer or Owner shall be a waiver of any deviation from the Contract Documents or the shop drawings or in any way relieve the Contractor from his responsibility to perform the work in accordance with the Contractual Documents.

4.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.10.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

4.10.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.10.4 The Contractor shall review, approve and submit to the Engineer with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

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

4.10.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.13 unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Engineer's approval thereof.

4.10.7 The Contractor shall direct specific attention, in writing or on resubmitted shop Drawings, Product Data or Samples,

to revisions other than those requested by the Engineer on previous submittals.

4.10.8 No portion of the Work requiring submission or a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Engineer as provided in Subparagraph 2.2.13. All such portions of the Work shall be in accordance with approved submittals.

4.11 USE OF SITE

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

4.12 CUTTING AND PATCHING OF WORK

4.12.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.12.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate Contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate Contractor his consent to cutting or otherwise altering the Work.

4.13 CLEANING UP

4.13.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project as well as

all his tools, construction equipment, machinery and surplus materials.

4.13.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 14.2 and the cost thereof shall be charged to the Contractor.

4.14 COMMUNICATIONS

4.14.1 The Contractor shall forward all communications to the Owner through the Engineer.

4.15 ROYALTIES AND PATENTS

4.15.1 The Contractor shall pay all royalties and licenses and indemnify and hold harmless (including attorneys' fees) owner and any employee or agent against all liability to third parties arising from or in connection with the violation of any third party trade secrets, proprietary information, trademark, copyright or patent rights in connection with the performance of the work hereunder except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer and the Owner.

4.16 INDEMNIFICATION

4.16.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and save harmless the Owner and the Engineer and their directors, officers, partners, agent and employees from and against all claims, damages, losses, judgements and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from contractor's, its Subcontractors' and any sub-tier contractors' performance of the

work hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.16. For any claims that are caused solely by the negligence or willful misconduct of Owner, Owner shall indemnify and hold harmless Contractor, its officers, directors, successors and assigns against such claims. Contractor's obligation to indemnify Owner or any employee or agent thereof shall survive the expiration or termination of this Contract by either party for any reason.

4.16.2 In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.16 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.16.3 In consideration of Ten and No/100 Dollars (\$10.00), receipt and sufficiency of which is hereby acknowledged by the Contractor, the Contractor and any of its subcontractors shall indemnify and save harmless and defend the County, from all suits or actions of every name and description brought against the County based upon: (1) personal injury, bodily injury (including death) or property damages (including destruction) received; or (2) claims, damages, and expenses of any kind to the extent arising from or in connection with any negligent act, omission, or breach of contract of/by the Contractor or its subcontractors, its agents, employees, or assigns in providing the professional services called for herein.

4.17 CONSTRUCTION PHOTOGRAPHS

4.17.1 The Contractor shall provide construction progress photographs of the project as follows:

- a) Two (2) prints of Three (3) different views of site prior to start of construction;
- b) Three (3) different views of site taken each month and submitted to the Engineer with monthly requisition;
- c) Three (3) different views of the completed construction.

4.17.2 Photographs shall be glossy black and white, 8x10 inches, mounted on linen, with a one-inch flap at the left for binding. They shall be properly identified as to contract number, and location, and numbered consecutively starting with number one (1), in the order in which taken. This information shall be placed in the margin at the bottom. The negatives become the property of and shall be delivered to the Owner with the Application for Final Payment.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A "Subcontractor" is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate Contractor or his subcontractors.

5.1.2 A "Sub-tier-subcontractor" is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-tier-subcontractor is referred to throughout the Contract Documents and means a Sub-tier-subcontractor or an authorized representative thereof.

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

5.2.1 Unless otherwise required by the Contract Documents or the bidding Documents, the Contractor, within 10 days after the award of the Contract, shall furnish to the Owner and the Engineer in writing the names of the persons (except employees of contractor) or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply within 5 days shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Engineer has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the Owner or the Engineer has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Engineer has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or Engineer makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each

Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the contractor, by these Documents, assumes toward the Owner and the Engineer. Said agreement shall preserve and protect the rights of the Owner and the Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the Subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-tier subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-tier subcontractors.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts (to contractor or others) in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate Contractor with the work of the contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introductions and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damage at no additional cost to Owner.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgement or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 SUCCESSORS AND ASSIGNS

7.1.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the contract shall assign, subcontract or otherwise transfer this Contract or any rights or obligations hereunder to a subsidiary, successor, affiliate or any third party, except as expressly provided herein without the prior written consent of the other party, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

7.2 CLAIMS FOR DAMAGES

7.2.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents, or others for whose acts he is legally liable, claim shall be made in writing to such other party within twenty (20) days after the occurrence of the

event giving rise to each claim or within such other time as specifically provided in these general conditions and other contractual documents after the first observance of such injury or damage.

7.3 BID SECURITY

7.3.1 Each Bid must be accompanied by Bid security made payable to the Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or an acceptable Bid Bond issued by a satisfactory surety.

7.3.2 The Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required bonds, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required bonds within ten days after the Notice of Award, the Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of the Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with bids which are not competitive will be returned within seven days after the bid opening.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.4.1 The Contractor shall deliver to the Owner a performance bond in the amount of 100% of the contract sum and a separate labor and material payment bond in the amount of 100% of the contract sum. The Contractor shall pay the premium for such bonds. These bonds shall be written on forms approved by the Owner, and shall be furnished by companies satisfactory to the Owner.

7.5 RIGHTS AND REMEDIES

7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available to either party by laws or regulations, by special warranty or guarantee or by any provision of this Contract. This provision is effective as if specifically incorporated into each and every provision of this Contract imposing a duty or obligation on one of the parties.

7.6 TESTS

7.6.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any regulatory authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness so the Engineer may observe such inspection, testing or approval. The Owner shall bear all costs of such inspection tests or approval required by public authorities. Unless otherwise provided, the Owner shall bear all cost of other inspections, tests or approvals.

7.6.2 If the Engineer determines that any Work required special inspection, testing, or approval which Subparagraph 7.5.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.5.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Engineer's additional services made necessary by such failure; otherwise the Owner shall bear such costs.

7.6.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Engineer.

7.6.4 If the Engineer is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

7.7 INTEREST

7.7.1 Payments are due within forty-five (45) days of the receipt of invoice/draw request and any unpaid invoices/draw request under the Contract Documents will be assessed a late charge of one (1) percent per month for any amounts not paid within sixty (60) days of the billing date.

7.8 DISPUTES

7.8.1 Except as otherwise provided in these contractual documents, any claim, dispute or other matter in questions concerning a question of fact shall initially be referred to the Project Coordinator (Owner's representative).

7.8.2 Any claim, dispute or other matter in question concerning a question of fact referred to the Project Coordinator shall be subject to appeal to the County Coordinator upon written demand of the Contractor. However, no demand for appeal of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Project Coordinator has rendered a written opinion to the Contractor or (2) the fifth day after the Contractor has presented his evidence to the Project Coordinator, if the Project Coordinator has not rendered his written opinion by that date.

7.8.3 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any disputes proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

7.8.4 In any case where the contractor deems that extra compensation is due it for services or materials not clearly covered in this Agreement, the Contractor shall notify the County

8.5 COMPENSATION FOR OWNER CAUSED DELAYS

8.5.1 If in the Contractor's opinion, he is delayed in the progress of the Work by the neglect or act of the Owner, the Contractor may submit claim in writing (Article 2, Subparagraphs 2.2.9, 2.2.10, 2.2.12) within 10 days of the occurrence of the delay, a request for extra compensation.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1.1 The Contract sum stated in the Contract Documents and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor of the performance of the work under the Contract Documents.

9.2 APPLICATIONS FOR PAYMENT

9.2.1 On a monthly basis, the Contractor shall submit to the Engineer an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner or the Engineer may reasonably require, and reflecting retainage, if any, as provided in the Subparagraph 9.4.6.

9.2.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor for bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

Contract Documents, so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended.

8.1.4 The term day as used in the Contract Documents shall mean calendar day on which the temperature, weather, and condition of the soil are such that it is possible for the Contractor to make effective use of at least 50% of the current day as determined by Engineer unless otherwise specifically designated. Actual adverse weather delay days must prevent work on critical activities for 50% or more of the Contractor's scheduled workday.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion with the contract time.

8.2.3 If a date or time of completion is included in the Contract, it shall be the Date of Substantial Completion as defined in Subparagraph 8.1.3 including authorized extensions thereto, unless otherwise provided.

8.3 FORCE MAJEURE

8.3.1 Any delay or failure in the performance of the obligations (other than payment of money) under this Contract resulting from an event of "Force Majeure" shall not constitute a default or breach of contract.

8.3.2 The term "Force Majeure" shall be defined as follows: Any act or omission or event arising from causes beyond the reasonable control of the parties or their Subcontractors that delays or prevents the performance of any obligations under this

Contract such as Acts of God; vandalism; fires; floods; unexpected weather conditions; interventions of public authorities; work stoppages; acts of third parties; changes in applicable laws or regulations which would prevent, or impair the accuracy and the reliability of the work conducted at the site.

8.3.3 Upon the occurrence of, or likelihood of the occurrence of, any event of Force Majeure, Contractor shall immediately, orally notify Owner of such event, followed by written notification thereof within ten (10) calendar days after the date Contractor discovered that the event of Force Majeure had occurred or is likely to occur. Such written notice as required under this provision shall include the reason(s) for an anticipated duration of delay and a proposal of measures to be taken by or at the direction of Contractor to prevent or minimize the delay and a proposed timetable of the implementation of such measures. Failure to notify Owner either orally or in writing in accordance with this provision shall constitute a waiver of such claim of Force Majeure, provided, however, that no modification of the work shall be made unless and until written notice is provided.

8.4 LIQUIDATED DAMAGES

8.4.1 The time in which the Contractor agrees to complete the work is of the essence of the Contract and failure to complete within the time specified will entitle the Owner to, and he will, deduct and retain out of monies which may be due to the Contractor under this Contract the sum of \$500 for each of the first 7 calendar days, \$1,000 for each of the calendar days 8 through 14, and \$2,000 each day thereafter, including Sundays and Legal Holidays, of delay beyond the completion date stipulated in the Contract for use.

8.4.2 This sum shall not be considered as a penalty but as a sum mutually agreed upon as the ascertained damages suffered by the Owner because of delay in completion of the Work.

9.2.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. All applications for payment must be submitted with completed partial lien release forms for work in excess of \$2,000.

9.3 CERTIFICATES FOR PAYMENT

9.3.1 The Engineer will, within seven (7) days after the receipt of the Contractor's invoice, either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Engineer determined appears to be properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.5.1.

9.3.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on his observations and the CQAE's documentation at the site and the data comprising the invoice, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, the issuing of a Certificate for Payment shall not thereby be interpreted to mean that the Engineer has made exhaustive or

continuous on-site inspections to check the quality or quantity of the work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.4 PROGRESS PAYMENTS

9.4.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment within forty-five (45) days after initial receipt of the invoice. Owner may, at his sole discretion, issue two-party checks payable to the Contractor and any Subcontractor in amounts proportionate to their share of the work performed under the invoice.

9.4.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-tier-subcontractors in a similar manner.,

9.4.3 The Engineer may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages to completion or the amounts applied for by the Contractor and the action taken thereon by the Engineer on account of Work done by such Subcontractor.

9.4.4 Neither the Owner nor the Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.4.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the

Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.4.6 In making partial payments, the Owner may include the proportionate amount of the Contractor's fee earned during the preceding month. However, there shall be retained 10% on estimated amounts until final payment and acceptance of the work; provided, however, that the Engineer may at any time after 50% of the Work has been completed, if he finds that satisfactory progress is being made, and with written consent of surety recommend to the Owner that the amount retained remain fixed, and that no further retainage from the remaining requisition be made.

9.5 PAYMENTS WITHHELD

9.5.1 The Engineer may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.3.2. If the Engineer is unable to make representations to the Owner as provided in Subparagraph 9.3.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.3.1. If the Contractor and the Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for payment for the amount for which he is able to make such representations to the Owner. The Engineer may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

1. defective work not remedied,
2. third party claims filed or reasonable evidence indicating probable filing of such claims,
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,

4. reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum,
5. damage to the Owner or another contractor,
6. reasonable evidence that the work will not be completed within the Contract time,
7. persistent failure to carry out the work in accordance with the Contract Documents, or
8. if Owner's legal counsel advises Engineer that Contractor is in breach or default of the Agreement.

9.5.2 When the above grounds in Subparagraph 9.5.1 are removed, payment shall be made for amounts withheld because of them.

9.6 FAILURE OF PAYMENT

9.6.1 If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's invoice, or if the Owner does not pay the Contractor within forty-five (45) days after the date of receipt of said invoice, then the Contractor may, upon ten (10) additional days' written notice to the Owner and the Engineer, stop the work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate change Order in accordance with Paragraph 12.3.

9.7 SUBSTANTIAL COMPLETION

9.7.1 When the Contractor considers that the work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Engineer, on the basis of an inspection,

determined that the work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.7.2 Upon Substantial Completion of the work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Owner shall make payment, if any, for such Work or portion thereof, as provided in the Contract Documents. Except as stated in Subparagraph 9.4.6, retainage will not be adjusted until all Work is completed and close-out documents are delivered to and accepted by the Owner.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Engineer's final Certificate for Payment will constitute a further

representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.8.2 have been fulfilled.

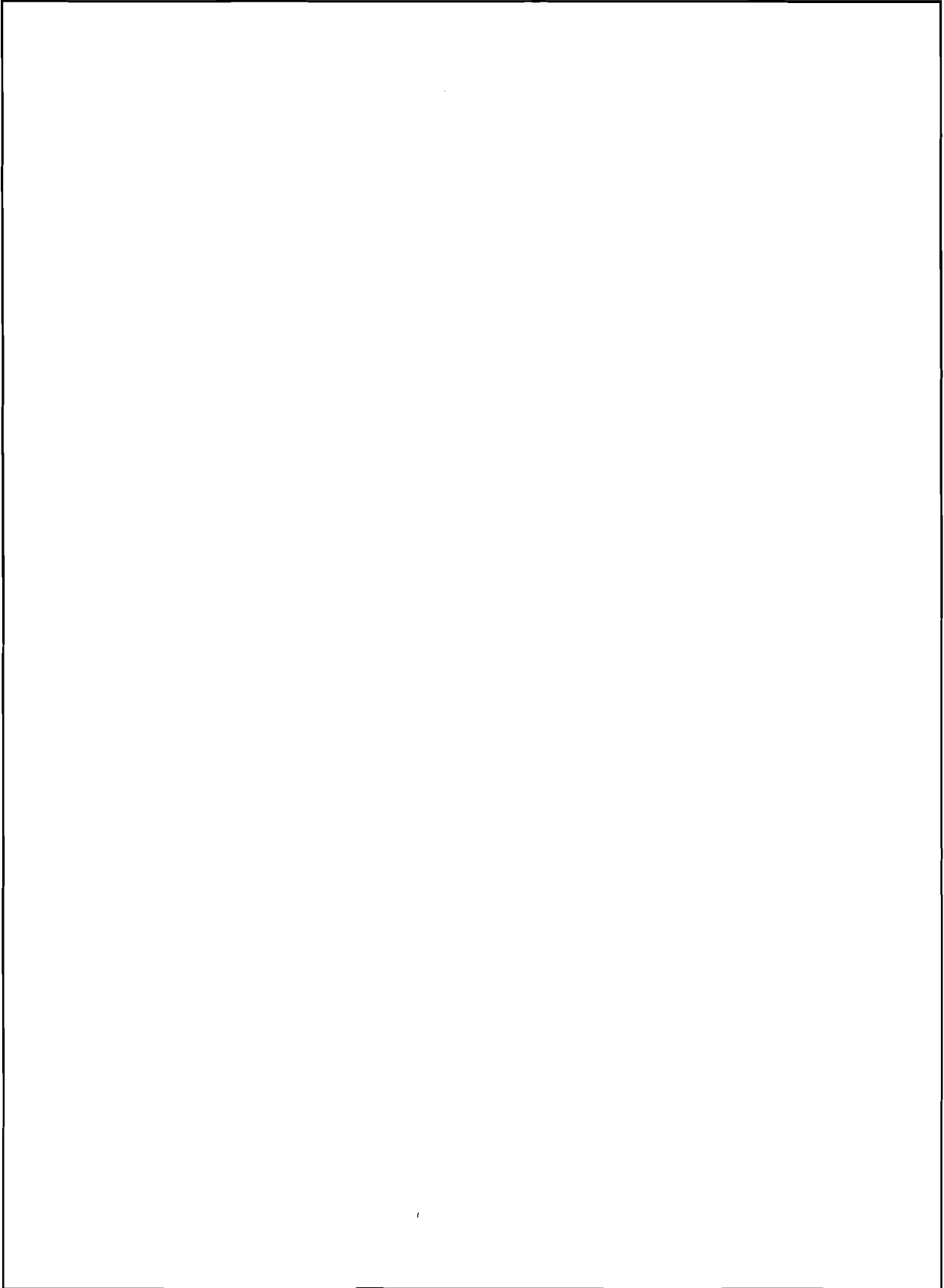
9.8.2 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, 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 the Contractor to the Engineer prior to certification of 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. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. No conditional release shall be accepted.

9.8.3 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

1. unsettled liens,
2. faulty or defective work appearing after Substantial Completion,
3. failure of the work to comply with the requirements of the Contract Documents, or
4. terms of any special warranties required by the Contract Documents.

9.8.4 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. The Contractor's Affidavit of Release of Liens (G706A), Payment of Debts and Claims (G706) shall be submitted to the Engineer, in duplicate, on AIA Forms G-706, G706A and G707, latest editions. (4) the Owner shall not release final payment to the Contractor until the Contractor has submitted to the Owner, in a form acceptable to the Owner, a fully-executed release of liens from EACH Subcontractor and supplier of labor and materials of a value of \$2,000 or more. A release shall be deemed in proper form and properly executed if it contains the language found in Sample R/L (Figure 9-1) and it is executed by the president or vice-president of the releasor and witnessed by the Secretary, Assistant Secretary, or Treasurer of the releasor with a corporate seal affixed thereto. A partnership release shall be executed by all general partners. In the case of a sole proprietor it shall be sufficient for the proprietor to sign as John Doe d/b/a John Doe Enterprise. (5) The Owner shall also require that the Contractor provide a notarized Certificate listing all Subcontractors and suppliers of labor and material from whom a release of liens is required under this Section and certifying that the release of liens are complete.

Figure 9-1



9.8.5 Owner shall not release final payment to the Contractor until the Contractor has submitted a release of liens from each Subcontractor and supplier of labor and materials as required under 9.8.4 in a form substantially similar to the form shown in Figure 9-1.

9.8.6 In addition the Owner shall not release final payment to the Contractor until the Contractor has submitted to the Engineer of the Owner the negatives of the construction photographs, Subparagraph 4.17, and the record set of Drawings, shop drawings, Specifications, and the reproducible drawings, Subparagraph 4.9.2.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1.1 Safe practices are considered a priority requirement in the performance of this Contract. Contractor shall, to the maximum extent practicable, be responsible for the conditions of the work site. This responsibility will encompass the safety of all persons, including but not limited to employees, agents, Subcontractors and lower-tier Subcontractors, as well as the property for the duration of the services performed hereunder. Contractor shall comply with all the applicable Federal, State and Local Health and Safety requirements and standards including, but not limited to, Occupational Safety and Health Act of 1970, as amended, and the standards and regulations issued thereunder. Contractor shall develop and maintain of the duration of this Contract, a health and safety program that will effectively incorporate and implement all required safety provisions including, but not limited to, provisions of the Site Safety Plan.

ARTICLE 11

INSURANCE

11.1.1 Contractor agrees to maintain at its own expense, Worker's Compensation, Commercial General Liability, Automobile Liability, and Professional Liability insurances as follows:

<u>Types of Insurance</u>	<u>Limits of Liability</u>
Worker's Compensation Employer's Liability	Statutory Workers' Compensation \$1,000,000 Employer's Liability
Commercial General Liability	\$1,000,000 each occurrence
Automobile Liability combined Bodily Injury & Property Damage	\$1,000,000 each accident or loss All vehicles covered Hired cars & non-owned autos
Excess Liability (Umbrella Form)	\$1,000,000

Owner shall be named as an Additional Insured under such policies and the policies shall not be altered or canceled without Contractor first providing notice to Owner of its intent to alter or cancel. Failure to maintain insurance in compliance with this article shall be considered a breach of Contractor's obligations hereunder and shall be cause for Termination under Article 14.1 of this Contract. Contractor shall furnish appropriate insurance certificates to Owner and is not authorized to proceed with any work until the applicable insurance certificate(s) has (have) been received and accepted by Owner.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Owner and the Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the contract time. The contract Sum and the Contract time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract sum or the contract time.

12.1.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the work to be performed hereunder. If any such change causes an increase in Contractor's cost and/or increase to the time required for or the nature of performance of the agreement, Contractor shall so notify Owner within five (5) days of receipt of the Change order notification and an equitable adjustment in compensation shall be made through a Change Order or modification signed by both Contractor and Owner.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract sum shall be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Engineer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected

by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate Contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall within twenty (20) days (or within a reasonable time if it cannot be cured within twenty (20) days) cure all Work rejected by the Engineer as defective for failing to conform to other Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation of the Engineer's additional services made necessary thereby.

13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

1. The Contractor guarantees all work required by the Contract Documents, with approved modifications, as follows:

1. Against faulty or imperfect material or workmanship.
2. The work shall be entirely watertight and leakproof.
3. The mechanical and electrical machines, devices and equipment shall operate satisfactory with ordinary care, and shall perform their specified or intended functions.

2. The Contractor shall replace, correct, or repair work found to be improper, imperfect, not watertight and leakproof, or which does not operate satisfactory or perform as specified, at no expense to the Owner.

3. In the event corrective work is required, the Contractor shall make good all damage to other work cause by corrective measures.

4. The guarantee shall cover a period of one year from the date of Substantial Completion.

5. Neither final payment nor any provision of the Contract Documents shall relieve the Contractor of his responsibilities under this guarantee.

6. If at any time deficiencies in the work are discovered which result from a deliberate attempt to defraud the Owner, the Contractor will be held liable for replacement or correction, regardless of the time on the guarantee.

7. Extended guarantees - See Sections in Specifications. In addition to the general guaranty required herein extended guarantees, including but not limited to those listed below, are required for certain parts of the work. The first year of each extended guarantee period shall run concurrently with the one year general guarantee. All guarantees shall begin with the date of Substantial Completion.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.3.2, 13.2.1 and 13.2.2, unless removal is waived by the Owner.

13.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Subparagraphs 4.3.2 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.3.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming work within a reasonable time fixed by written notice from the Engineer, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such work at auction or at private sale and shall account of the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne the difference shall be charged to the Contractor and an appropriate Change order shall be issued. If the payments then or

thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with a respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, not to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct this Work.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION FOR DEFAULT

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty days by the Contractor because the Engineer has not issued a Certificate for Payment as provided in Paragraph 9.7 or because the Owner has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon

seven (7) additional days' written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.1.2 Either party may terminate this Contract upon fifteen (15) calendar days' written notice (Notice of Imminent Default) in the event of the other party's substantial failure to perform in accordance with the terms hereof, including, but not limited to, violation of any laws or regulations of any public body having jurisdiction over this project, or if an appropriate governmental entity does not provide, or withdraws approval to perform the Work. Such written notice shall include a description of the conditions constituting breach of the Contract and provide the Breaching Party a period of time not less than five (5) days and not more than twenty (20) days within which to correct such conditions. For purposes of this Article "days" means business days. In the event that the Breaching Party does not correct such conditions contained in the Notice of Imminent Default within the designated period of time, the Terminating Party may issue a Declaration of Default and terminate the Contract.

14.2 OWNER'S RIGHT TO CARRY OUT THE WORK

14.2.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven (7) days following receipt by the Contractor or any additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation of the Engineer's additional services made necessary by such default, neglect or failure. Such action by the Owner and

the amount charged to the Contractor are both subject to the prior approval of the Engineer. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

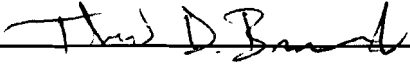
14.2.2 If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty or a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to received any further payment until the Work is finished.

14.2.3 If the unpaid balance of the Contract sum exceeds the costs of finishing the Work, including compensation for the Engineer's additional services made necessary thereby, such excess shall be paid to the contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Engineer, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

IN WITNESS WHEREOF, the Board and the Contractor have caused this contract to be duly executed as of the date and year first written above.

Agreed and accepted:

Nassau County Board of Commissioners



Chairman, Board of Commissioners

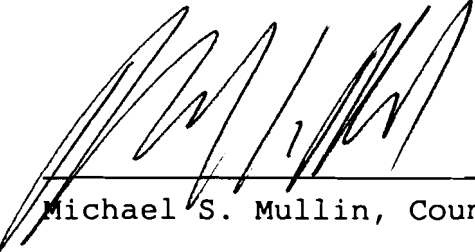
(SEAL)

Attest:




Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



Michael S. Mullin, County Attorney

CONTRACTOR:



Authorized Representative
Pres. Tim-Aep Inc.
A:\WP\TIMPREP.WP

ADOPTION AGREEMENT AND ADDENDUM TO AGREEMENT
WEST NASSAU LANDFILL EAST VERTICAL EXPANSION

NASSAU COUNTY BOARD OF COMMISSIONERS, (hereinafter referred to as the "Board" or the "Owner") and TIM-PREP, INC. (hereinafter referred to as the "Contractor") agree with respect to the Agreement West Nassau Landfill East Vertical Expansion (the "Agreement"), made simultaneously with this Adoption Agreement and Addendum to Agreement on this 12th day of August, 1996 between the Board and Contractor as follows:

1. The Contractor adopts the Agreement which is attached to this Adoption Agreement and Addendum and all Exhibits and Addendums as modified by this Adoption Agreement and Addendum to Agreement (the "Addendum"). By execution of this Addendum, the Board agrees to the terms and conditions to the Agreement as modified by this Addendum. The terms and provisions of this Addendum shall be controlling in the event of an inconsistency with the terms and provisions of the Agreement.

2. Regardless of anything to the contrary in the Contract documents, in the event the Contract documents call for the consent of either party (or a representative of either party), a determination by one of the parties (or their representative), an interpretation, finding, conclusion, opinion, decision, etc., it must be reasonable and must be consistent with the intent of and be inferrible from the Contract documents. Additionally, nothing herein or in the Contract documents shall be deemed to prevent either party from pursuing any and all rights under the Contract documents and under the laws of the State of Florida in the event it disagrees with a determination, interpretation, finding, etc. of the other party.

3. Regardless of anything to the contrary in the Contract documents, any claim dispute or other matters in question between the Contractor and the Owner shall be referred initially to the engineer. Within five (5) days after the Contractor or Owner has presented his evidence to the engineer, the engineer shall either render a decision in writing or not render a decision and notify the Contractor and the project coordinator in writing that the claim, dispute or other matter in question does not relate to the execution or progress of the work or the interpretation of the technical requirements of the Contract documents and therefore, it is a claim, dispute or other matter in question concerning a question of fact that should be referred to the project coordinator. If the matter that was referred to the engineer is a matter which the engineer has made a decision, his decision shall be final and conclusive as between the parties except the opinion/decision of the engineer is subject to appeal and any demand for appeal of a claim, dispute or other matter covered by the engineer's opinion must be made by either the Contractor or the project coordinator within five (5)

days after the engineer has rendered his or her decision in writing. The appeal shall be made to the county coordinator. The county coordinator shall have five (5) days from the receipt of the appeal to render his decision which shall be final and conclusive as between the parties, except and in the event the project coordinator or the Contractor notifies the other (and the county coordinator) in writing within ten (10) of the county coordinator's decision that either party disagrees with the decision of the county coordinator and elects to proceed under arbitration/mediation in accordance with Paragraph 4 herein.

In the event the engineer notifies the project coordinator and the Contractor that said claim, dispute or other matter in question concerning a question of fact does not relate to the execution or progress of the work or the interpretation of the technical requirements of the Contract documents, the claim, dispute or other matter in question concerning a question of fact shall be decided by the project coordinator and the project coordinator shall render a written opinion to the Contractor within five (5) days of receiving written notification from the engineer. The opinion/decision of the project coordinator shall be final and conclusive as between the parties except the opinion/decision of the project coordinator is subject to appeal by the Contractor within five (5) days after the project coordinator has rendered his or her decision in writing. The appeal shall be made to the county coordinator and the county coordinator shall have five (5) days from the receipt of the appeal to render his decision which shall be final and conclusive as between the parties accept and in the event the project coordinator for the Contractor notifies the other (and the county coordinator) in writing within ten (10) days of the county coordinator's decision that either party disagrees with the decision of the county coordinator and elects to proceed under arbitration/mediation in accordance with paragraph 4 herein.

4. The written notice requesting mediation under paragraph 3 herein shall include a written statement with specific information indicating the disagreement with the county coordinator. Within fifteen (15) days from the date of the written request for mediation, the parties will confer by telephone and mutually agree upon the selection of one mediator from the list of Florida Supreme Court approved mediators for the Fourth Judicial Circuit of the State of Florida. If the parties cannot agree on the selection of one mediator on or before fifteen (15) days from the date a written request for mediation has been made, the parties shall submit to each other within twenty (20) days from the date a written request for mediation has been made, the names of four (4) Florida Supreme Court approved mediators from the Fourth Judicial Circuit of the State of Florida. Within twenty five (25) days from the date of the written request for mediation, either party acting on its own or the parties acting jointly, shall file a complaint in the Fourth Judicial Circuit Court for the State of Florida, Nassau County, Florida, asking for the Circuit Court to appoint a mediator from one

of the mediators listed on the list of mediators (containing four mediators) submitted by each side. The costs of the mediator shall be the sole responsibility of Contractor.

5. The different levels of the Contractor's work under this Contract generally consist of the following:

- a. Intermediate fill.
- b. GEO grid.
- c. Clay liner.
- d. Plastic liner.
- e. Leachate sand.
- f. Protect cover.

Since the engineer will be on site as soon as Contractor finishes any one of the above described levels and the engineer rejects Contractor's work, engineer shall immediately put Contractor on notice to stop and not go on to the next level until the level that the engineer has rejected has been corrected. In the event the engineer fails to put the Contractor on written notice to stop and Contractor proceeds with the next level, Contractor shall not be responsible for the cost of uncovering and replacement as said cost by appropriate change order shall be charged to the Owner.

6. Contractor will enter into a subcontract for the supply and installation of the plastic liner. Said subcontract shall provide for the warranty from the company that supplies and installs the plastic liner to be issued directly to the Owner and the event of any claims, etc. regarding the plastic liner, Owner shall look solely to the company who supplied and installed the plastic liner and shall have no right or recourse against Contractor.

7. Regardless of anything to the contrary in the Contract documents, any and all indemnities given by Contractor under the Contract documents shall be limited to the amount of insurance that Contractor carries in accordance with the requirements of the Contract documents.

8. Regardless of anything to the contrary in the Contract documents, to the fullest extent permitted by law, Owner shall defend, indemnify and save the Contractor and its directors, officers, partners, agents and employees from and against all claims, damages, losses, judgments and/or expenses including but not limited to reasonable attorney's fees arising out of or resulting from Owner's negligence, Owner's breach of Contract documents or Owner's performance under the Contract documents.

9. The following subparagraph shall be added under Article 4 as 4.3.6c:

"Within twenty-four (24) hours, the County shall provide to Contractor written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences related to the project. Within forty-eight (48) hours after actual receipt of said written memoranda, the Contractor will either sign to acknowledge he is in agreement with the memoranda or note the portions of the memoranda that Contractor disagrees with."

10. The following language shall be added under Article 4 as 4.16.4:

"In consideration of Ten and No/100 Dollars (\$10.00) receipt and sufficiency of which is hereby acknowledged by the Owner, the Owner and any of Owner's agents shall indemnify and save harmless and defend the Contractor from all suits or actions of every name and description brought against Contractor based upon:

- (1) Personal injury, bodily injury (including death) or property damages (including destruction) received; or
- (2) Claims, damages and expenses of any kind to the extent, arising from or in connection with any negligent act, omission or breach of contract of by the Owner or its agents, employees or assigns.

11. The date of commencement of the work is the earlier of seven (7) days from the date Contractor receives the Notice to Proceed or the date Contractor actually commences work. In any event, the Contractor shall furnish all insurance and bond requirements to the Owner and shall commence work no later than seven (7) days from the date of actual receipt of the Notice to Proceed.


12. In connect with Paragraph 12.4 titled "Minor Changes in the Work", all minor changes shall be as reasonably determined with the mutual consent of the parties.


13. Notwithstanding any provision of the Contract documents, in the event a dispute arises under the Contract documents, the prevailing party in any such dispute or legal action shall be entitled to recover its attorney's fees and costs from the non-prevailing party.

14. Except as provided in this Addendum, the terms and conditions of the Contract are hereby adopted, ratified and shall be in full force and effect. The terms and provisions of this Addendum shall be controlling in the event of an inconsistency with terms and provisions of the Agreement.

AGREED AND ACCEPTED:

NASSAU COUNTY BOARD OF
COMMISSIONERS


Chairman, Board of Commissioners
(SEAL)

Attest: 
Secretary/Treasurer
Board of Commissioners

CONTRACTOR:


Authorized Representative
Pres. Tim-Prep Inc.

TIM-~~PREP~~ INC.

540 West Mill Street
Baldwin, Florida 32234
Office: 266-4784

NASSAU COUNTY SOLID WASTE DEPT.
ROUTE 1, BOX 178
CALLAHAN, FL 32011

AUGUST 7, 1996

ATTENTION: MR KEVIN DeLANGE

PROJECT LOCATION: NASSAU COUNTY LANDFILL

DESCRIPTION OF WORK: HOURLY RATE ON EQUIPMENT

EXCAVATOR - CAT	235C	-----	\$ 95.00
EXCAVATOR - KOMATSU	PC300 (2.12 CY MACHINE)	-----	\$ 85.00
EXCAVATOR - KOMATSU	PC220 (1.50 CY MACHINE)	-----	70.00
LOADER - KOMATSU	WA300	-----	55.00
DOZER - KOMATSU	D-31	-----	55.00
DOZER - KOMATSU	D-41	-----	65.00
DOZER - KOMATSU	D-58	-----	75.00
DOZER - KOMATSU	D-65	-----	95.00
MIXER - CAT	SS250	-----	125.00
GRADER - KOMATSU	GD615	-----	75.00
LDER/BCKHOE	FORD 555	-----	45.00
ROLLERS - DRESSER	VIB	-----	50.00
COMPACTOR - CAT	815	-----	85.00
DMP TRUCK - 10 WHEEL		-----	35.00
OFF RD TRK- 25 TN	VOLV	-----	88.00
LABOR -		-----	9.50
SUPERVISOR- W/TRUCK		-----	35.00
OPERATOR -		-----	15.00
SHEEPS FOOT ROLLER		-----	65.00

Sincerely,



Michael H. Stokes
Vice President

MHS/jb

FIGURE 9-1

SUBCONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

_____ (Owner)
_____ (Contractor)
_____ (Subcontractor)

Amount Paid: \$ _____

Upon receipt of payments made as shown above,
_____ (Subcontractor) does release and forever
discharge CONTRACTOR, its sureties and the OWNER from any and all
actions, causes of action, liens, bond rights, stop notices, debts,
dues, account, covenants, agreements, judgments, claims and demands
of whatsoever nature or character which said _____
(Subcontractor), now has or ever has had against CONTRACTOR or its
sureties or the OWNER, their successors and assigns, which shall
have arisen or may arise out of or be incidental to work undertaken
or done under or in connection with Contractor/Owner Contract No.
_____.

_____ (Subcontractor), certifies and
warrants that all charges for labor, materials, supplies,
equipment, lands, licenses and other expenses for which CONTRACTOR
or the OWNER might be sued or for which a lien, stop notice, or
bond claim might be filed, have been fully satisfied and paid and
_____ (Subcontractor), agrees to defend and save
harmless CONTRACTOR and the OWNER from and against all suits,

actions, claims, liens or demands of laborers, mechanics, materialmen or others, filed against CONTRACTOR or the OWNER or the buildings, structures, additions, or improvements constructed under CONTRACTOR'S contract with the OWNER and arising out of the project.

IN WITNESS WHEREOF, _____, (Subcontractor), has executed this receipt, release, waiver of lien, and final discharge on the _____ day of _____, 1996.

Witness or Attest:

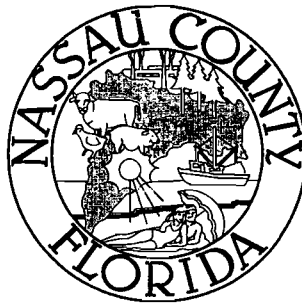
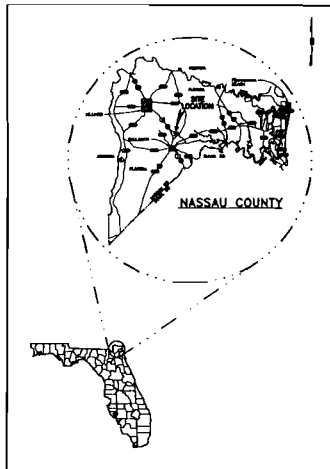
Subcontractor's Name

By: _____

(Typed or printed)

By: _____

EAST VERTICAL EXPANSION WEST NASSAU LANDFILL



PREPARED FOR:
NASSAU COUNTY BOARD
OF
COUNTY COMMISSIONERS

PREPARED BY:
ROY F. WESTON, INC.

AND



HMA Environmental
Services, Inc.
Houston, Texas

FEBRUARY 1996

REVISED NOVEMBER 1996

DRAWING INDEX

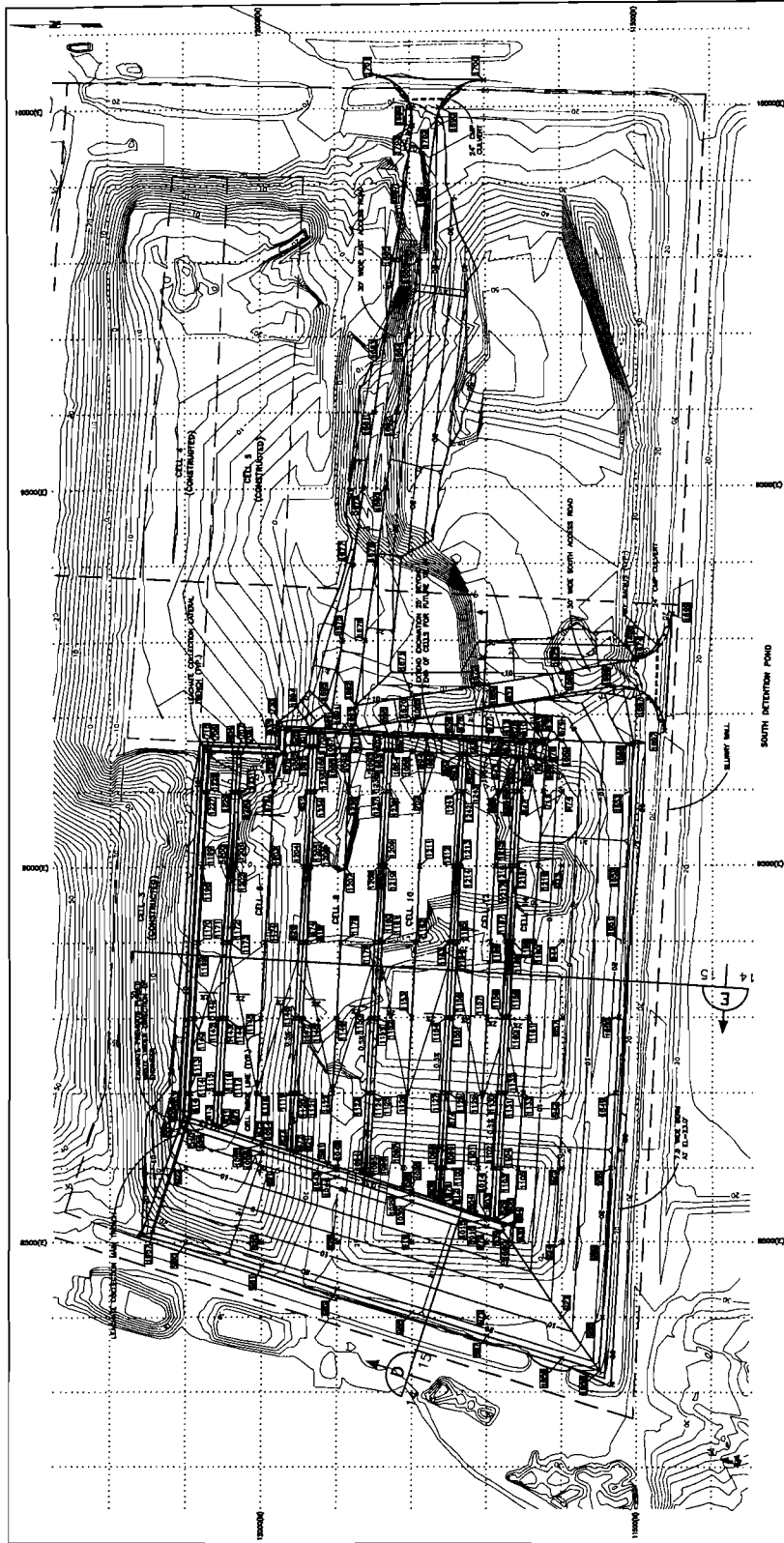
1. COVER SHEET
2. OVERALL SITE LAYOUT
3. CONSTRUCTION AREA EXISTING TOPOGRAPHY
4. INTERMEDIATE FILL GRADING PLAN
5. GEOSYNTHETIC REINFORCING SYSTEM LAYOUT PLAN
6. 36" CLAY LINER GRADING PLAN
7. HDPE GEOMEMBRANE LAYOUT PLAN
8. STABILITY DIKE PLAN
9. GEOSYNTHETIC DRAINAGE LAYER LAYOUT PLAN
10. LEACHATE COLLECTION SYSTEM GRADING PLAN
11. OVERALL CROSS - SECTIONS
12. CONSTRUCTION DETAILS
13. CONSTRUCTION DETAILS
14. EXCAVATION PLAN - CELL 6, 8, 10, 12 AND 14
15. EXCAVATION CROSS - SECTIONS
16. STAKING COORDINATES

LEGEND

● DGV	DEEP GAS VENT	—V—	DIRECTION OF CONCENTRATED FLOW
● SOV	SHALLOW GAS VENT		SLOPE: HORIZONTAL TO VERTICAL
C.M. # 1375	CONCRETE WORKMENT	◆ 30.0	SPOT ELEVATION-FINAL (FT. WEL)
⊙ GP-13	METHANE PRESSURE	□	CONSTRUCTION COORDINATE POINT
⊙ P2-CF-3	PIEZOMETER	—S1—	DIRECTION AND MAGNITUDE OF SLOPE - FILL
⊙ MW-2	MONITORING WELL	—S1—	DIRECTION AND MAGNITUDE OF SLOPE - CUT
⊙ WS-1	WATER SUPPLY WELL	▨	DITCH
⊙ GVS-1	GAS VENT	▨▨▨	ACCESS ROAD
⊙ EW-1	FRENCH DRAIN EXTRACTION WELL	▨▨▨▨	TEMPORARY ROAD
—X—X—	FRENCH DRAIN CLEWOUT	▨▨▨▨▨	INTERMEDIATE FILL
---	PROPERTY BOUNDARY	▨▨▨▨▨▨	COMPLETED CLAY LINER
---	FENCE LINE	▨▨▨▨▨▨▨	SAND LEACHATE COLLECTION LAYER
---	DITCH	▨▨▨▨▨▨▨▨	PROTECTIVE COVER LAYER
---	CONTOUR ELEVATION (FT. WEL)	▨▨▨▨▨▨▨▨▨	EXISTING CONSTRUCTION
---	DIRECTION OF SURFACE WATER FLOW	▨▨▨▨▨▨▨▨▨▨	CLAYLINE (PLAN VIEW)
1% SLOPE	SLOPE DIRECTION AND MAGNITUDE	▨▨▨▨▨▨▨▨▨▨▨	DETAIL/SECTION IDENTIFICATION
---	COLLECTION LATERAL, FLOW DIRECTION	▨▨▨▨▨▨▨▨▨▨▨▨	SHEET WHERE VIEW IS DRAWN
		▨▨▨▨▨▨▨▨▨▨▨▨▨	SHEET WHERE VIEW IS CUT

NOTES

1. ALL TOPOGRAPHIC, UTILITY AND LOCATION INFORMATION IS BASED ON AERIAL SURVEY INFORMATION. THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR FIELD VERIFICATION.
2. COORDINATE INFORMATION IS BASED ON BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL IDENTIFY ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION.
3. THE CONTRACTOR SHALL IDENTIFY AND LOCATE UTILITY LINES, MONITOR WELLS, GAS VENTS, GAS PRESSURE, BURNER MONUMENTS, AND OTHER NEARBY STRUCTURES PRIOR TO PERFORMING WORK. UTILITY LOCATOR WELLS, GAS VENTS, GAS PRESSURE, BURNER MONUMENTS AND OTHER NEARBY STRUCTURES SHALL BE PROTECTED FROM DAMAGE DURING THE WORK. ANY DAMAGE TO UTILITY LINES, MONITOR WELLS, GAS VENTS, GAS PRESSURE, BURNER MONUMENTS, AND OTHER NEARBY STRUCTURES DURING THE WORK SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. COSTS ASSOCIATED WITH THESE REPAIRS SHALL INCLUDE THE ACTUAL REPAIR COSTS AND ALL ENGINEERING COSTS REQUIRED BY THE ENGINEER TO COORDINATE AND OBTAIN REGULATORY APPROVAL OF THE REPAIRS.



SCALE: 1" = 50'

**EXCAVATION PLAN
CELLS 6, 8, 10, 12, AND 14
WEST NASSAU LANDFILL**

Sheet No.
14

PROJECT NO.	202413-3
DATE	12/14/04
SCALE	AS SHOWN
PROJECT	WEST NASSAU LANDFILL
CLIENT	NASSAU COUNTY
DESCRIPTION	SOLID WASTE MANAGEMENT
BY	HM
CHECKED	HM
DATE	12/14/04
SCALE	AS SHOWN

LEGEND

---	20	EXISTING CONTOUR
---	30	EXCAVATION PLAN CONTOUR
---	31	CUT SLOPE (CONSTRUCTION METHOD)
---	---	DATE OF CONSTRUCTION
---	---	START DATE

NOTE: TOPOGRAPHY COMPILED FROM AERIAL PHOTOGRAPHY AND 1:25,000 GROUND SURVEY INFORMATION.

LEGEND

(L)2	FACTORY MADE LAYER SAND
(L)1	FACTORY MADE LAYER SAND
(C)4	CLAY
(C)3	CLAY
(C)2	CLAY
(C)1	CLAY
(S)4	SAND
(S)3	SAND
(S)2	SAND
(S)1	SAND

LEACHATE COLLECTION LATERAL TRENCH (LTP)

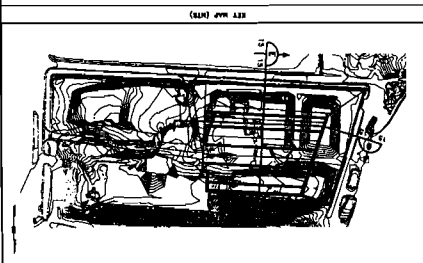
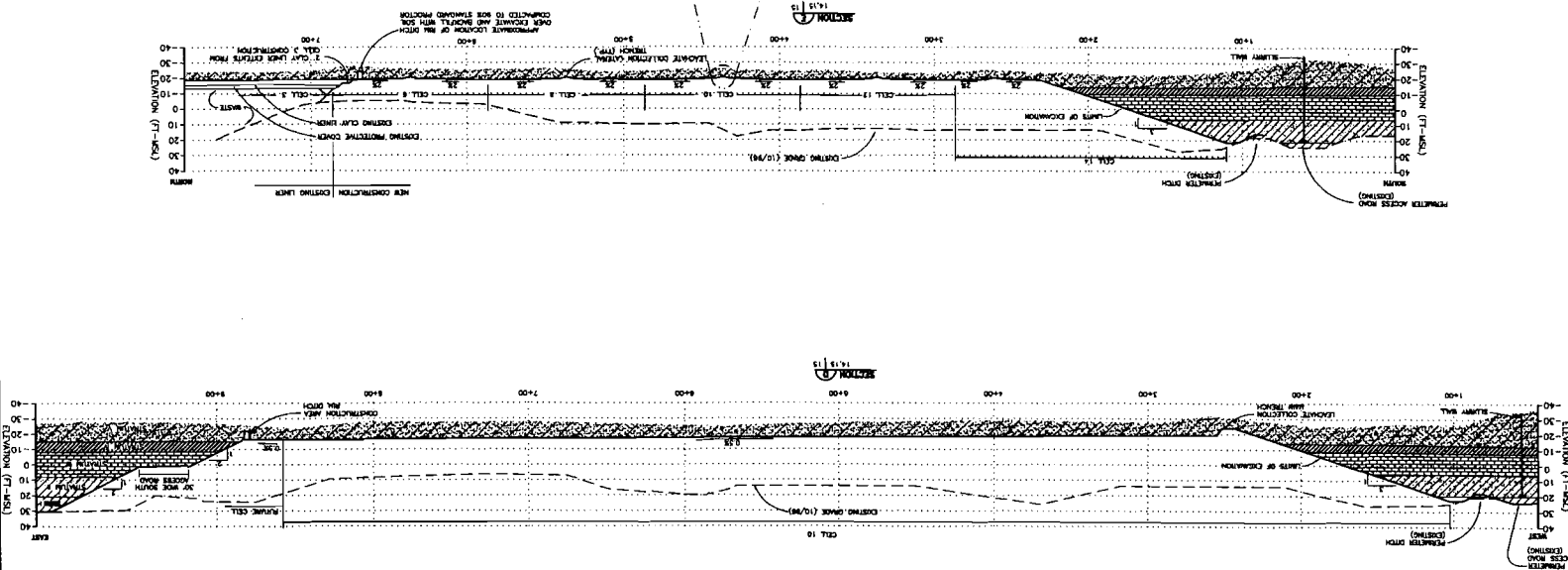
HMA
 HMA Environmental Services, Inc.
 Houston, Texas

PROJECT NO. 02424-3
15

Excavation Cross Sections West Nassau Landfill

NASSAU COUNTY SOLID WASTE MANAGEMENT

OWNER: HMA ENVIRONMENTAL SERVICES, INC.
 LOCATION: WEST NASSAU LANDFILL
 DRAWING NO. 15
 SHEET NO. 15 OF 15



in writing by the County as an additional service, the Contractor shall notice the County in writing before it begins the work on which it bases the claim. The Contractor shall not commence such work without prior written authorization from the county. If such authorization is not previously given, or the claim is not separately and strictly accounted for, the Contractor hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the contract time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. Contractor shall make every effort to commence work immediately pursuant to a Notice to Proceed, but in no case later than within seven days. The giving of written Notice to Proceed shall be a condition precedent to any liability attaching to the County, whether under the terms of this Agreement or otherwise. As part of the consideration for the execution of this Agreement, the Contractor hereby releases the County from any claim for damages, whether in contract, tort or otherwise, in the event that no written Notice to Proceed is ever given pursuant to this Agreement.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the

ACCESS ROAD STAKING COORDINATES

Point	North	East	Dist.
1847	11,500.00	13,284.47	18.47
1848	11,500.00	13,284.47	18.47
1849	11,500.00	13,284.47	18.47
1850	11,500.00	13,284.47	18.47
1851	11,500.00	13,284.47	18.47
1852	11,500.00	13,284.47	18.47
1853	11,500.00	13,284.47	18.47
1854	11,500.00	13,284.47	18.47
1855	11,500.00	13,284.47	18.47
1856	11,500.00	13,284.47	18.47
1857	11,500.00	13,284.47	18.47
1858	11,500.00	13,284.47	18.47
1859	11,500.00	13,284.47	18.47
1860	11,500.00	13,284.47	18.47
1861	11,500.00	13,284.47	18.47
1862	11,500.00	13,284.47	18.47
1863	11,500.00	13,284.47	18.47
1864	11,500.00	13,284.47	18.47
1865	11,500.00	13,284.47	18.47
1866	11,500.00	13,284.47	18.47
1867	11,500.00	13,284.47	18.47
1868	11,500.00	13,284.47	18.47
1869	11,500.00	13,284.47	18.47
1870	11,500.00	13,284.47	18.47

EXCAVATION STAKING COORDINATES


Point	North	East	Dist.
1871	11,500.00	13,284.47	18.47
1872	11,500.00	13,284.47	18.47
1873	11,500.00	13,284.47	18.47
1874	11,500.00	13,284.47	18.47
1875	11,500.00	13,284.47	18.47
1876	11,500.00	13,284.47	18.47
1877	11,500.00	13,284.47	18.47
1878	11,500.00	13,284.47	18.47
1879	11,500.00	13,284.47	18.47
1880	11,500.00	13,284.47	18.47
1881	11,500.00	13,284.47	18.47
1882	11,500.00	13,284.47	18.47
1883	11,500.00	13,284.47	18.47
1884	11,500.00	13,284.47	18.47
1885	11,500.00	13,284.47	18.47
1886	11,500.00	13,284.47	18.47
1887	11,500.00	13,284.47	18.47
1888	11,500.00	13,284.47	18.47
1889	11,500.00	13,284.47	18.47
1890	11,500.00	13,284.47	18.47

Drawing 16

**STAKING COORDINATES
WEST NASSAU LANDFILL**

**MASSACHUSETTS
SOLID WASTE MANAGEMENT**

PROJECT NO.	032318-3
DATE	JUL 88
DRAWN BY	JRM
CHECKED BY	JRM
SCALE	AS SHOWN
DESCRIPTION	STAKING
BY DATE	JRM 8/88


HMA
 Environmental Services, Inc.
 100 Main Street
 North Attleboro, MA 01937