

SPECIFICATIONS AND CONTRACT DOCUMENTS

for Construction of

**14TH STREET PHASE 2  
FERNANDINA BEACH, FLORIDA**

FOR

Nassau County Department of Public Works

March 1996

**GEE & JENSON**

Engineers-Architects-Planners, Inc.  
Jacksonville, Florida





# Nassau County Public Works Department

2290 State Road 200  
Fernandina Beach, Florida 32034-3056

Jack J. D'Amato, Jr., PE  
Director of Public Works

14TH STREET PHASE 2  
CONSTRUCTION DOCUMENTS  
BID ADDENDUM NO. 1  
April 16, 1996

This addendum is issued for the information of bidders and will be part of the Contract.

Item 1 Bid Opening Time

The time for receiving bids has been extended 2 weeks to May 1, 1996 at 2:00 PM, local time.

Item 2 Time for Completion

Section 1.15A of the Instructions to Bidders shall be amended to read "The Contractor shall have reached substantial completion not later than 10 months after Notice to Proceed."

Item 3 Wetlands & Stockpile of Excess Excavation

See attached sketch for undisturbed wetland areas and stockpile locations.

Item 4 Estimated Earthwork Quantities - Cu. Yds.

Please note the following revisions to the tabulation shown on Sheet 6 of the Plans.

	<u>CUT</u>	<u>FILL</u>
ROAD	30,428	29,614
POND	16,949	3,385
BLDG.	<u>717</u>	<u>8,767</u>
	48,094	41,766

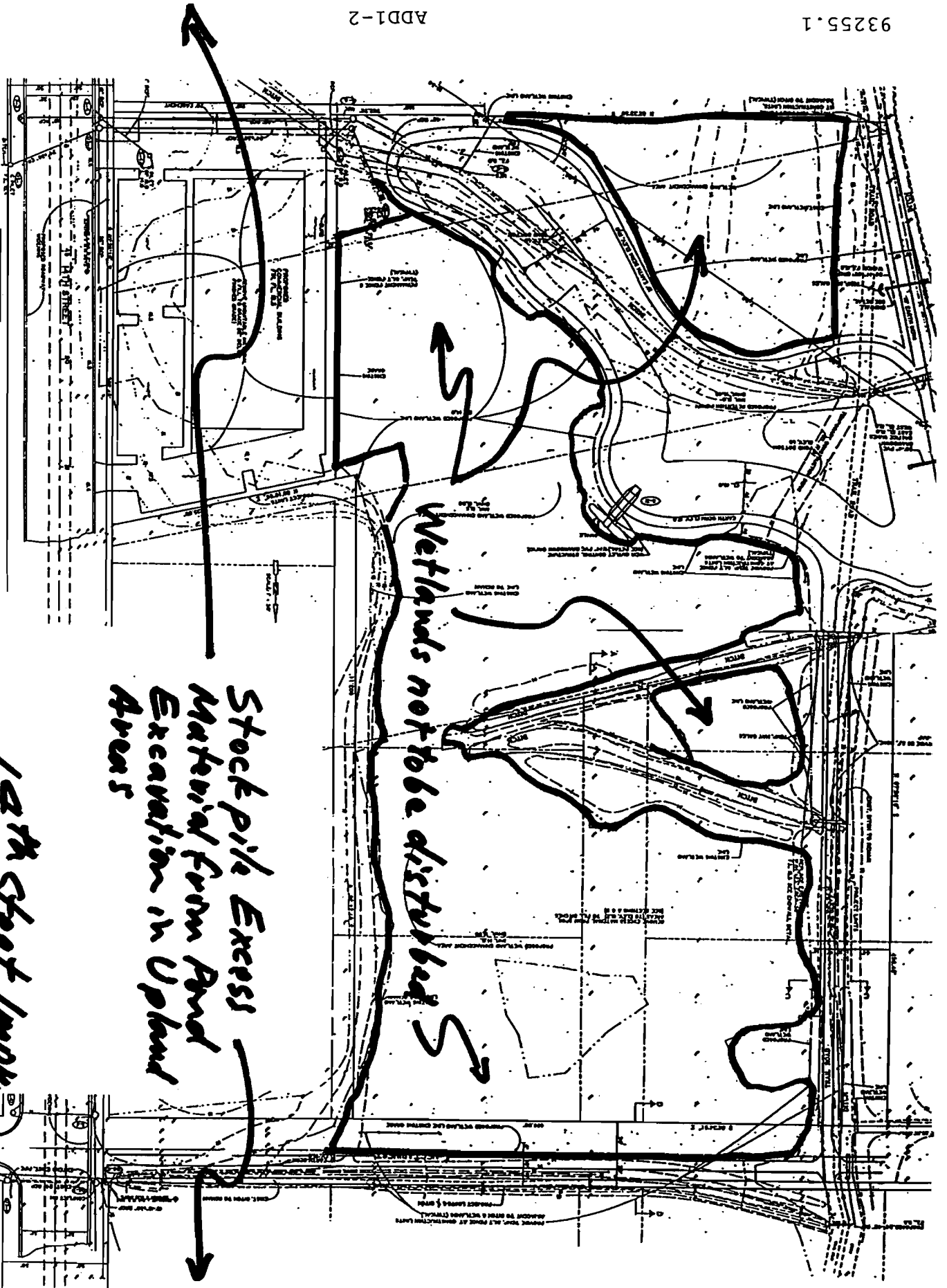
Prepared By: H. W. Skahn, P.E., Project Manager  
GEE & JENSON Engineers-Architects-Planners, Inc.  
(904) 292-9097

Acknowledge receipt by return of signed copy with bid.

*H. W. Skahn*  
Name & Title

*Chapman Const. Inc.*  
Company

*4-16-96*  
Date



Stockpile Excess  
Material from Pond  
Excavation in Upland  
Areas

Wetlands not to be disturbed

14th Street Improv.  
Nassau County

4/10/96  
HWS

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ADVERTISEMENT FOR BIDS  
14TH STREET PHASE 2  
ROADWAY IMPROVEMENTS  
FERNANDINA BEACH, FLORIDA

Notice is hereby given that the Board of County Commissioners of Nassau County, Florida invites sealed bids for roadway improvements to:

14th Street from 700 feet North of Courson Road to Hickory Street, a distance of 4,700 feet.

The work includes paving, grading, curb & gutter, storm sewers, retention pond and work related thereto.

Plans and other Contract Documents are on file and may be examined at either the offices of Nassau County Department of Public Works, 2290 South 8th Street, Fernandina Beach, Florida 32034, or GEE & JENSON Engineers-Architects-Planners, Inc., 9452 Phillips Highway, Suite 4, Jacksonville, Florida 32256.

Copies of the Plans and Specifications may be obtained at the office of Gee & Jenson. Charges for these Plans are \$150 for each complete set; which amount will not be refunded. Partial set of Plans and Specifications will not be issued. All requests for Plans and Specifications must be accompanied by a check or money order in the full amount of the purchase.

The bid shall be accompanied by security in an amount not less than five percent (5%) of the bid amount in the form of a Bid Bond or certified check. Successful bidder shall also be required to furnish a separate Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the bid amount.

Sealed bids should be addressed to Board of County Commissioners, c/o T.J. Greeson, Clerk, Room 9, County Courthouse, Fernandina Beach, Florida 32034. Bids shall be received not later than 2:00 PM, April 17, 1996. Bids will be opened, read and considered at 2:05 PM, April 17, 1996, in Room 9. Original and four (4) copies of the sealed bids shall be provided. Bidder's envelope shall be marked: **14TH STREET PHASE 2.**

The Board of County Commissioners of Nassau County, Florida reserves the right to waive formalities in any bid; reject and or all bids in whole or in part, with or without cause, and/or to accept the bid that in its best judgement will be for the best interest of Nassau County, Florida.

Dated this 19th Day of March 1996

JIM B. HIGGINBOTHAM, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

ATTEST:  
T.J. GREESON, EX-OFFICIO CLERK

NOTE: A mandatory pre-bid conference will be held in the boardroom, Yulee County Building, Pages Dairy Road, FL 32034 at 1:00 PM on April 4, 1996.

## PROJECT DESCRIPTION

14th Street is to be widened from 2 lanes to 5 lanes from 700 ft. north of Courson Road to Lime Street. From Lime Street to Jasmine Street widening will be from 2 lanes to 4 lanes and from Jasmine Street to Hickory Street widening will be from 2 lanes to 3 lanes. New curb and gutter, storm sewers and sidewalk are to be constructed. The project length is 4,700 feet.

A stormwater retention pond is to be constructed near Nectarine Avenue and the adjacent wetland (approx. 9 acres) is to be enhanced or restored. Excavation from the pond is to be used for filling low-lying commercial property along 14th Street.

Pavement striping and signing will provide 4 ft. wide bike lanes on each side of the roadway.

## INSTRUCTIONS TO BIDDERS

### 1.01 GENERAL INSTRUCTIONS

- A. Bid Date: Sealed proposals will be received at the office of the Clerk, Room 9, County Courthouse, Fernandina Beach, Florida 32034 until 2:00 p.m., local time, April 17, 1996. No Bidder may withdraw a proposal within 90 days after the actual date of the opening thereof.
- B. Proposals: All work described in the Contract Documents shall be included in the proposal for the General Contract. Original and four (4) copies of sealed proposals for this project shall be submitted on the proposal forms enclosed with these Specifications and shall be clearly marked "Construction Bid, 14th Street Phase 2. The outside of the envelope shall bear the name of the Bidder, his address, the time of bid opening and the name of the project for which the bid is submitted.

A certified or cashier's check on a national or state bank or a bid bond in a sum not less than five percent (5%) of the amount of the bid, made payable to Nassau County, shall accompany each proposal as a guarantee that the Bidder will not withdraw from the competition after the opening of proposals. In the event that the contract is awarded to the Bidder, he will enter into the contract and furnish and pay for the required performance and payment bonds. Failing to do so may result in the Owner retaining the bid deposit for liquidated damages. Proposals shall be prepared, addressed and submitted in compliance with detailed instructions as set forth in the Instructions to Bidders.

The performance and payment bonds in the full amount of the Contract price shall be written by a surety company, acceptable to the Owner, licensed to do business in the State of Florida, and in accordance with Articles 5.1 and 5.2 of the General Conditions.

- C. Contractor's License: All Bidders shall be Licensed Contractors as required by State of Florida laws governing their trades.
- D. Site Investigation: Each Bidder shall, before submitting his proposal, examine the premises to determine the extent of the work involved and the conditions under which he must perform the work. He is required to examine carefully the drawings and specifications and contract forms, and to inform himself accurately regarding any and all conditions and requirements that may in any manner affect the work to be performed.
  - 1. The submission of a proposal will be construed as evidence that such examination has been made and no subsequent allowance will be made in this connection.
  - 2. Differing Conditions: Notify the Engineer, in writing, before distributing any of the following conditions:



- a. Any subsurface or latent physical conditions at the site differing materially from those shown on the drawings.
  - b. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this project.
- E. Interpretation of Drawings and Specifications: Should a Bidder find discrepancies or ambiguities in, or omissions from the Drawings and Specifications, or should he be in doubt as to their meaning, the Bidder shall at once notify the Engineer in writing, in sufficient time in order that an addendum might be issued to all prospective Bidders. Addenda will be forwarded to all Bidders and each Bidder shall acknowledge the receipt of each addendum on his proposal in the spaces provided. **FAILURE TO ACKNOWLEDGE ANY ADDENDUM ON THE BID FORM WILL RESULT IN THE REJECTION OF THE BID.** Bidders should address all inquiries for this project to:

GEE & JENSON Engineers-Architects-Planners, Inc.  
9452 Phillips Highway, Suite 4  
Jacksonville, FL 32256

(904) 292-9097  
(904) 292-4206 FAX.

- F. Standard Basis for Bidding:
  1. Equality: Where materials, etc., are referred to in the specifications as "equal to", "similar and equal to", or words of similar intent, the Engineer shall decide as to the equality. In addition to data required under paragraph "Shop Drawings", the Contractor shall furnish other detailed data as required by the Engineer for comparison if the product proposed is not the product mentioned by name. No extra will be allowed because of such substitution, if permitted, either for the article substituted or for any revision in other work affected thereby.
  2. Substitutions: Where a particular product or material is specified by one or more trade names without the "similar and equal" qualification it shall be considered as a standard basis for bidding, and is most satisfactory for its particular purpose in the work. Substitutions for the names, system, products or materials and/or substitution for any other product or material, or modifications of the specified material, which the Bidder considered pertinent will be considered at no additional cost.
- G. Submittal with Bid:
  1. Bidders shall furnish names and class of work to be performed by Subcontractors using forms provided.
  2. Bidders shall furnish a statement of experience listed under Paragraph J.

H. Contract Award and Execution:

1. Until final award of Contract, the Owner reserves the right to reject any and all Bids, with or without cause; to waive any informality or irregularity; or to accept the Bid which is in the best interest of the Owner.
2. It is the intent of the Owner to award a Contract to the lowest responsible Bidder whose Bid is in conformance with the Bidding Documents and does not exceed the funds available.
3. No Contract adjustments or extras over the amounts bid arising from claims of lost profit, overhead or costs due to non-award of less than the total project will be allowed.
4. Upon acceptance of a Bid and award of Contract, the successful Bidder shall deliver the executed Contract, along with required bonds and any other items requested, to the Owner within 10 days. Failure to do so will be deemed as a breach of agreement by the Bidder and result in forfeiture of bid security as described in the Instructions to Bidders.

I. Testing, Fees and Insurance: The cost of insurance and all testing services for soils, paving, concrete and the like should be included in the bid price.

J. Ability to Perform Work: Any Bidder may be required, before the award of any Contract, to show to the complete satisfaction of the Owner that he has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that has had experience in construction work of the same or similar nature; and that he has a past history and references which will serve to satisfy the Owner beyond any doubt as to his qualifications for doing the work.

1. To aid the Owner in this determination, each Bidder shall submit with the Bid a Statement of Experience, including but not limited to, the following information:
  - a. Bidder's name, address, principals of the company.
  - b. How long in business and how long at current address.
  - c. Type of work normally performed.
  - d. Projects of this type previously completed by Contractor.
  - e. References.
  - f. Financial status.
  - g. Equipment available for this project.

- h. Number of personnel currently employed and number available for this project.

## 1.02 DEFINITIONS

### A. Contract Documents:

1. The contract documents consist of the Agreement (EJCDC Standard Form of Agreement, No. 1910-8-A-1, 1983 Edition), Exhibits to the Agreement, Performance and other Bonds, Notice of Award, General Conditions (EJCDC No. 1910-8, 1983 Edition), Supplementary Conditions to the General Conditions, Special Conditions, General Requirements, the Specifications, the Drawings, any Addenda issued prior to Opening Bids, Contractor's Bid and documentation submitted by Contractor prior to submittal of Bid.
2. Conflicts: Wherever conflicts exist among the contract documents the governing order shall be as listed in the above paragraph 1.02, A., 1.

### B. Owner: County of Nassau, Florida

The term "Owner" referred to throughout these specifications means the Owner or his authorized representative.

### C. Project: 14th Street Phase 2 Roadway Improvements Nassau County, Florida

### D. Engineer: GEE & JENSON Engineers-Architects-Planners, Inc. 9452 Phillips Highway, Suite 4 Jacksonville, FL 32256

The term "Engineer" referred to throughout these Specifications means the Engineer or his authorized representative.

### E. Subcontractor: A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work at the Site. The term Subcontractor means the Subcontractor or his authorized representative.

### F. Vendor: A Vendor is a person or organization having a contractual agreement with the Contractor to supply materials or equipment but not labor. The term "Vendor" referred to throughout these Specifications means the Vendor or his authorized representative.

### G. Work: The term "Work" includes all labor necessary and all material and equipment incorporated or to be incorporated to produce the construction required by the Drawings and these Specifications.

- H. NIC: The term "NIC" used throughout the Drawings and these Specifications means "Not included in this Contract".
- I. Approved Equal and/or Acceptable: The term "Approved Equal and/or Acceptable" used throughout the Drawings and these Specifications means as approved by the Engineer.

#### 1.03 SUMMARY OF WORK

- A. Extent of Work: The Contractor shall furnish labor, material, services, and equipment to complete the work in accordance with the drawings and as specified herein.
- B. Work to be Performed Under Separate Contracts: None.
- C. Items Furnished and Installed by Others: None.
- D. Items Furnished by the Owner and Installed by the Contractor: None.
- E. The Contractor will be furnished with 3 sets of drawings and specifications by the Owner for his use in construction. Additional sets may be purchased by the Contractor for the cost of reproduction and distribution.

#### 1.04 INSURANCE

- A. General Notes Regarding Liability:
  - 1. Products and Completed Operations coverage shall be maintained for a minimum period of 1 year after final acceptance.
  - 2. Each listed policy shall be endorsed to reflect the company's obligation to provide the addressee 30 days written notice prior to cancellation or non-renewal.
  - 3. Contractual Liability shall include provisions for covering the indemnity specified in the General Conditions.
  - 4. The Owner and the Engineer shall be additionally named insured.
  - 5. Contractor shall submit Certificates of Insurance from all Subcontractors.

#### 1.05 DRAWINGS AND SPECIFICATIONS

- A. The Drawings and Specifications are intended to be fully explanatory and supplementary. However, should anything be shown, indicated or specified on one and not the other, it shall be done the same as if shown, indicated or specified in both.
- B. Should either the drawings and the specifications and the General Conditions contradict each other in any point, or require clarification, the Contractor must

call the same to the attention of the Engineer who's interpretation will govern the performance of the work and no allowance shall be made on behalf of the Contractor for error or negligence on his part in this connection.

- C. Should any error or inconsistency appear in Drawings or Specifications, the Contractor, before proceeding with the work, must make mention of the same to the Engineer for proper adjustment, and in no case proceed with the work in uncertainty nor with insufficient Drawings.
- D. The Contractor and each Subcontractor shall be responsible for verification of all measurements before ordering any materials or doing any work.
- E. Follow sizes in Specifications or figures on Drawings in preference to scale measurements.
- F. Where it is obvious that a drawing illustrates only a part of a given work or of a number of items the remainder shall be deemed repetitious and so constructed.
- G. Under the various sections of the Specifications any descriptive heading or listing of work in the particular branch referred to, are intended to recite generally to the Contractor the principal items included and covered thereunder. Should such headings or descriptions above referred to, fail to mention any item obviously necessary for the completion of that particular branch of the work, it shall not relieve the Contractor of the responsibility of furnishing such items not specifically listed thereunder.
- H. The Owner reserves the right to alter or modify the Drawings and Specifications in and particular, and the Engineer shall be at liberty to make any reasonable amount of deviation in the construction detail or execution without in either case, invalidating or rendering void the Contract. In case any such alteration or deviation shall increase or diminish the cost of doing the work, the amount to be allowed to the Contractor or Owner shall be the unit prices identified on the Bid Form.

#### 1.06 PERMITS, UTILITIES, PROTECTION

- A. **Permits, Fees and Licenses:** The Contractor shall obtain and pay for permits, fees, taxes and licenses as may be required to complete the work, included but not necessarily limited to, water capital fees, building permit, electrical permits, inspection fees, taxes, licenses, etc. The Owner will obtain Department of Transportation and St. Johns River Water Management District permits.
- B. **Temporary Utilities:** The Contractor shall make arrangements with the Owner for all temporary water, telephone and electricity used in the course of construction.
- C. **Protection:** The Contractor shall arrange and pay for all fences or barricades for the protection of the public as required by local city ordinances, protection of the work or for safety considerations.

#### 1.07 CLEANING UP

- A. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employee's work.
- B. At the completion of the work, remove all rubbish, tools, and surplus material from and about the site of the work.

#### 1.08 PRECONSTRUCTION CONFERENCE

- A. Before starting any construction work on this project, a conference will be held in the Owner's office for the purpose of verifying general procedures, expediting shop drawings and schedules and to establish a working understanding between the parties concerned with this project.
- B. Present at the conference shall be representatives of the Owner, a responsible representative of the Contractor, the Contractor's Job Superintendent, the Utility Representatives and representatives of the Engineer.
- C. The Contractor shall also instruct his Subcontractors or their representatives to attend this meeting.
- D. The Contractor shall bring to this meeting the following information:
  - 1. Contract Documents not yet submitted.
  - 2. Proposed Job Progress Schedule.
  - 3. Maintenance of Traffic Plan.
  - 4. Complete list of Proposed Subcontractors and material suppliers for all phases of the work, including those not previously submitted with the Proposal.

#### 1.09 TESTING AND INSPECTION

- A. Testing and inspection of materials shall be paid for by the Contractor and included in the bid proposal.
- B. The testing shall be performed by an independent testing laboratory approved by the Engineer.
- C. Distribution of tests, inspection and mill reports shall be sent to the parties concerned as follows:

2 copies to the Engineer  
1 copy to the Owner

and number as requested to the Contractor and Supplier.

#### 1.10 AS-BUILT DRAWINGS

- A. The Contractor shall, at his expense, provide as-built drawings in accordance with the following:
  - 1. If the Contractor elects to vary from the Contract Documents, and secures prior written approval from the Engineer for any phase of the work, he shall record in a neat readable manner, all such variances on the prints furnished.
  - 2. The following requirements apply to all as-built drawings:
    - a. They shall be maintained at the Contractor's expense.
    - b. All drawings maintained on jobsite shall be done carefully and neatly in red pencil on prints furnished.
    - c. Additional drawings shall be provided by Contractor as necessary for clarification.
    - d. They shall be kept up-to-date during the entire course of the work and shall be available upon request for examination for other parts of the work.
    - e. Final as-built drawings shall be completed on Mylars provided by the Engineer and returned to the Engineer upon completion of the work and are subject to the approval of the Engineer.
    - f. All drainage structures shall have invert elevations recorded.

#### 1.11 WARRANTY

- A. The Contractor shall warrant that all materials and equipment furnished for the project 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.
- B. All work not so conforming to these standards 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.
- C. The warranty provided in this paragraph and elsewhere in the contract documents shall be in addition to and not in limitation of any other warranty or remedy required by law or by the contract documents.

#### 1.12 MATERIALS AND EQUIPMENT

- A. Unless otherwise specified, all materials shall be new and of types, grades or classes as herein specified. All materials shall be free from defects impairing strength, durability or appearance.

- B. All materials shall be carefully handled to preclude damage and shall be properly stored at the site to prevent deterioration, injury or the intrusion of foreign matter. Damaged or deteriorated materials shall be promptly removed from the site.

#### 1.13 LIENS

- A. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed.
- B. The Contractor may, if the Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the General Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

#### 1.14 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

- A. The Contractor shall supervise and direct the work effectively and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. It shall be the Contractor's responsibility to carefully study and compare the Contract Documents and to check and verify all figures shown thereon and all field measurements.
- B. The Contractor shall keep on the work at all times during its progress a resident superintendent satisfactory to the Engineer. The superintendent shall not be replaced without the consent of the Engineer. No superintendent shall be assigned more than one Contract. The superintendent shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

#### 1.15 TIME FOR COMPLETION

- A. The Contractor shall have reached substantial completion not later than the number of days stated in the Agreement after receipt of Notice to Proceed.
- B. Final Completion, including ALL punch list items, shall be completed no later than 30 days after substantial completion.

#### 1.16 PREMIUMS AND LIQUIDATED DAMAGES

- A. For each calendar day that any part of the work remains unfinished after the expiration of the Contract Time, the sum per day of \$300 shall be deducted from any monies due the Contractor, or if no money is due the Contractor, the Owner



shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both.

- B. The amount of these deductions is to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered as penalties.

#### 1.17 REGULATORY REQUIREMENTS

- A. Work within Public Property: No work shall be performed within public property until Contractor has secured from controlling government agency written permission and/or permits and, where required, furnished bond or guarantee for the accomplishment of such.
- B. Notice of Commencement: No work shall be commenced or materials ordered until Notice of Commencement has been recorded in accord with Chapter 713, Liens, Generally, Part 1 Mechanic's Lien Law, Florida Statute in effect on date of the contract. Contractor shall either record such or ascertain that such has been recorded.
- C. Government Regulations and Requirements: Contractor shall inform himself of and comply with all the government regulations and requirements affecting accomplishment of the work. Owner will obtain permits from FDOT and SJRWMD.

END OF SECTION

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

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

*Prepared by*

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

*A practice division of the*

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN CONSULTING ENGINEERS COUNCIL

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General  Contractors of America

This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, (No. 1910-8) (1990 Edition). Their provisions are interrelated and a change in one may necessitate a change in the others. The suggested language for instructions to bidders contained in the Guide to the Preparation of Instructions to Bidders, (No. 1910-12) (1990 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, (No. 1910-9) (1986 Edition). See also Guide to the Preparation of Supplementary Conditions, (No. 1910-17) (1990 Edition).

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

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the  
year 19 \_\_\_\_\_ by and between \_\_\_\_\_  
\_\_\_\_\_ NASSAU COUNTY (hereinafter called OWNER) and  
\_\_\_\_\_ Chapman Construction, Inc.  
(hereinafter called CONTRACTOR).

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

**Article 1. WORK.**

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

14th Street Phase II

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

14th Street Phase II

**Article 2. ENGINEER.**

The Project has been designed by GEE & JENSON Engineers-Architects-Planners, Inc.  
9452 Phillips Highway, Suite 4  
Jacksonville, FL 32256

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

Article 3. CONTRACT TIMES.

~~3.1 The Work will be substantially completed on or before \_\_\_\_\_, 19\_\_\_\_, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before \_\_\_\_\_, 19\_\_\_\_.~~

3.1 The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 300 days after the date when the Contract Times commence to run.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER THREE HUNDRED AND NO/100 dollars (\$ 300.00 ) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER THREE HUNDRED dollars (\$ 300.00 ) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

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

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

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1 ~~for all Work other than Unit Price Work, a Lump Sum of:~~

\_\_\_\_\_  
(use words) (\$ \_\_\_\_\_)  
figures—

~~All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.8 of the General Conditions;~~

~~plus—~~

4.2 for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2:

UNIT PRICE WORK

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
-----	------	------	-----------------------	---------------	--------------------

SEE EXHIBIT A

TOTAL OF ALL UNIT PRICES	ONE MILLION, TWO HUNDRED ELEVEN THOUSAND	
	EIGHT HUNDRED NINETY FIVE	\$1,211,895 (dollars)
	(use words)	DOLLARS

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

*[In special circumstances, the Bid may be attached to avoid extensive retyping. See paragraph 13.10 below. Any exhibits attached should be listed in Article 8.]*

*[If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions. See Suggested Bid Form Paragraph 4 and Comment I.]*

**Article 5. PAYMENT PROCEDURES.**

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

**5.1. Progress Payments; Retainage.** **OWNER** shall make progress payments on account of the Contract Price on the basis of **CONTRACTOR**'s Applications for Payment as recommended by **ENGINEER**, on or about the 30<sup>th</sup> day of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

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

90 % of Work completed (with the balance being retainage). If Work has been 50% completed as determined by **ENGINEER**, and if the character and progress of the Work have been satisfactory to **OWNER** and **ENGINEER**, **OWNER**, on recommendation of **ENGINEER**, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to **OWNER** as provided in paragraph 14.2 of the General Conditions).

**5.1.2.** Upon Substantial Completion, in an amount sufficient to increase total payments to **CONTRACTOR** to 95 % of the Contract Price (with the balance being retainage), less such amounts as **ENGINEER** shall determine, or **OWNER** may withhold, in accordance with paragraph 14.7 of the General Conditions.

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

## **Article 6. INTEREST.**

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

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

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

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

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

- 8.1. This Agreement (pages 1 to 8, inclusive).
- 8.2. Exhibits to this Agreement (pages ~~-----~~ to ~~-----~~, inclusive) --
- 8.3. Performance, Payment, and other Bonds, identified as exhibits B & C and consisting of 2 pages. each exhibit
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 42, inclusive).
- 8.6. Supplementary Conditions (pages SGC-1 to SGC-6, inclusive).
- 8.7. Specifications bearing the title 14th St. Phase II and consisting of 2 divisions and N/A pages, as listed in table of contents thereof.
- 8.8. Drawings consisting of a cover sheet and sheets numbered --- through ---, inclusive with each sheet bearing the following general title: 14th Street Phase II

*[Fill in, and, if a set of Drawings is not attached to each signed counterpart of Agreement, so indicate in which case OWNER and CONTRACTOR should initial or otherwise appropriately identify each Drawing.]*

- 8.9. Addenda numbers 1 to ---, inclusive.

*[Those Addenda which pertain exclusively to the bidding process need not be listed.]*

- 8.10. CONTRACTOR's Bid (pages BFU-1 to BFU-8, inclusive) marked exhibit A.

*[Attach actual Bid only in special circumstances.]*

- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages --- to ---, inclusive).

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

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

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



## **Article 9. MISCELLANEOUS.**

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

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

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

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

### **9.5 OTHER PROVISIONS.**

*[Insert other provisions here if applicable.]*

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

This Agreement will be effective on October 14, 19 96 (which is the Effective Date of the Agreement).

OWNER COUNTY OF NASSAU

By: [Signature]

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices

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

CONTRACTOR CHAPMAN CONSTRUCTION, INC.

By: [Signature]

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices

6085 Greenland Road

Jacksonville, FL 32258

License No. CU6049475

Agent for service of process: \_\_\_\_\_

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

## MOBILIZATION

Mobilization shall include all items detailed in Article 101-1 of the Florida Department of Transportation Standard Specifications including Temporary Facilities and Construction Signs.

### Temporary Facilities

The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the Work or until removal or termination is approved by the Engineer.

**Temporary Field Office** - The Contractor shall furnish, equip, and maintain a temporary field office to be shared by the Contractor and the Engineer, or his Assignee. The location of the field office shall be as approved by the Engineer. The office shall be weathertight, with adequate ventilation, heating and cooling equipped with working telephone, adequate lighting for reading blueprints, a chart table suitable for 24-inch by 36-inch drawings, and storage shelving or cabinet. Location of the field office shall be subject to the Owner's approval. All other utility services shall be provided at the Contractor's expense. In addition, there shall be provided satisfactory drinking water and toilet facilities near the field office and at the other two worksites. Said facilities shall be supplied, maintained in good working condition, and otherwise serviced by the Contractor, at no additional contract cost. The office shall remain the property of the Contractor, and shall be removed by him upon completion of the work. A complete first aid kit, suitable for a project of this size, shall be kept in this facility for the duration of this project.

**Drinking Water** - Provide cool water with dispensing utilities.

**Construction Water** - The Contractor shall provide temporary water for construction.

**Toilet Facilities** - Contractor shall provide temporary toilet facilities and be responsible for cleaning of facilities at the end of each work day. Facilities shall comply with governing Board of Health Regulations. Location of the toilet facilities shall be subject to the Owner's approval.

**Electric Power** - Contractor shall provide temporary electric service for Contractor to perform work. Contractor shall furnish temporary wiring and outlets of sufficient size and capacity as required for power tools and temporary lighting at all necessary points of construction. All wiring, switches, and breakers shall meet the requirement of the National Electric Code, and shall be subject to inspection.

**Lighting** - Provide construction lighting as necessary or required for safety and performance of specific work tasks.

**Fire Protection** - To include fire extinguishers, fire hoses and other equipment as necessary for adequate protection during construction. Specifically, fire extinguishers are required at the immediate site location of any welding, brazing or other "hot-work" and at or near all operating machinery powered by diesel fuel or gasoline.

**Pumping and Drainage** - Temporary ditches, piping drain line, sumps, pumps, or other approved method shall be used to prevent accumulation of surface or subsurface water or other liquids in any excavations to protect all work and to afford satisfactory working conditions.

All volatile, flammable liquids shall be stored only in approved, rated containers.

### Constructions Signs

Provide two (2) project signs, size 4 ft. X 6 ft., constructed of 2 x 4 lumber frame and 3/4 in. MDO exterior grade plywood. Signs shall be painted and lettered by a professional sign painter. Content shall be as indicated on the drawing detail attached to this section. Erect signs on site at location directed by Engineer on 4 x 4 posts designed to withstand wind loads encountered at the site and maintain through Substantial Completion.

### Method of Measurement

The quantity to be paid for under this section shall be one lump sum quantity which shall include all items described in Section 101.

### Basis of Payment

The lump sum quantity for the item of mobilization shall be paid for at the contract unit price lump sum.

Payment shall be made under:

Item No. 101-1 - Mobilization - Lump Sum

Said lump sum quantity shall be paid in accordance with Article 101-2.1 "Partial Payments" of the Florida Department of Transportation Standard Specifications.

END OF SECTION

# NASSAU COUNTY FLORIDA

LOGO

## 14TH STREET IMPROVEMENTS ROAD BOND PAVING PROJECT

JIMMY L. HIGGINBOTHAM, DIST. 5  
CHAIRMAN

JIM B. HIGGINBOTHAM, DIST. 1  
VICE CHAIRMAN

JOHN CRAWFORD  
DISTRICT 2

TOM BRANNAN  
DISTRICT 3

CHRIS KIRKLAND  
DISTRICT 4

T.J. "JERRY" GREESON  
CLERK OF THE COURT

MICHAEL L. MULLIN  
COUNTY ATTORNEY

JACK D'AMATO, P.E.  
DIR. OF PUBLIC WORKS

**ENGINEER  
GEE & JENSON**

**CONTRACTOR**

## MAINTENANCE OF TRAFFIC

All Maintenance of Traffic work shall conform to the requirements of Section 102 of the Florida Department of Transportation Standard Specifications and the following requirements:

Existing roads shall be kept open to two way traffic on a paved surface.

The Contractor is cautioned that utilities are located within the construction area.

Access shall be maintained to all residences and all places of business whenever construction interferes with the existing means of access. Where pavement cuts are allowed and traffic must be maintained, then these cuts shall be patched with a minimum of 6" lime rock and 1" asphalt surface.

The Contractor shall furnish, erect, and maintain, all necessary traffic control devices in accordance with the Manual of Traffic Controls and Safe Practices for Streets and Highway Construction, Maintenance, and Utility Operations published by the Florida Department of Transportation. He shall also provide and maintain a safe condition, temporary approaches or crossings and intersections with trails, roads, streets, businesses, schools, churches, parking lots, residences, and garages. The Contractor shall also take all necessary precautions for the protection of the work and the safety of the public, in accordance with Section 102 of the Florida Department of Transportation Standard Specifications. The Contractor is required to present his Maintenance of Traffic Plan at the preconstruction conference as required by Article 102-2.6 of the Florida Department of Transportation Standard Specifications.

### Method of Measurement

The quantity to be paid for under this Section shall be one lump sum quantity which shall include all items of work described herein and in said Section 102.

### Basis of Payment

The lump sum quantity for the item of Maintenance of Traffic, measured as provided above, will be paid for at the contract unit price per lump sum. Said lump sum quantity will include any materials necessary for temporary connections, temporary road and driveway maintenance.

Payment will be made under:

Item No. 102-1 - Maintenance of Traffic - Lump Sum.

END OF SECTION

## PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

Prevention, control and abatement of erosion and water pollution shall conform to the requirements of Section 104 of the Florida Department of Transportation Standard Specifications.

The Contractor is required to present his schedules for construction of the project at the preconstruction conference as required by Article 104-5 of the Florida Department of Transportation Standard Specifications. This schedule shall include a complete outline for the erection and maintenance of a turbidity barrier and materials and methods for prevention, control and abatement of erosion and water pollution at the pipe outlet to ponds or lakes.

### Method of Measurement

The quantity to be paid for under this Section shall be one lump sum quantity which shall include all items of work required for complete prevention, control and abatement of erosion and water pollution.

### Basis of Payment

Payment for prevention, control and abatement of erosion and water pollution shall be made under:

Item No. 104-14 - Prevention, Control and Abatement of Erosion and Water Pollution -  
Lump Sum

END OF SECTION

## CLEARING AND GRUBBING

All clearing and grubbing shall be performed in accordance with the requirements of Section 110 of the Florida Department of Transportation Standard Specifications, except as amended herein.

### Method of Measurement

The quantity to be paid for under this Section shall be one lump sum quantity for all items of work described herein and all said Section 110.

### Basis of Payment

Payment shall be made under:

Item No. 110-1 - Clearing and Grubbing - Lump Sum

The above price and payment shall constitute full compensation for all work described herein, and in said Section 110, except that work which is specified to be paid for under other items of work.

END OF SECTION



## EXCAVATION, EMBANKMENT AND GRADING

All grading work shall conform to the requirements of Section 120 of the Florida Department of Transportation Standard Specifications.

### Method of Measurement

The quantities to be paid for under this Section shall be one lump sum quantity for all items of work described herein and all said Section 120 of the Florida Department of Transportation Standard Specifications.

### Basis of Payment

The lump sum price for the item of excavation, embankment and grading measured as provided above, shall include all excavation, roadway embankments, furnishing borrow material required, final dressing, and hauling required for the completion of the project, except for that work which is specified to be paid for under other items or work.

Removal and off-site disposal or on-site utilization, as directed by the Engineer, of all existing roadway paving and unsuitable materials shall be included under this Section.

Payment shall be made under:

- Item No. 120-9-A - Excavation, Embankment and Grading (Roadway) - Lump Sum
- Item No. 120-9-B - Excavation, Embankment and Grading (Pond) - Lump Sum

The above item shall constitute full compensation for all work described herein, and specified in said Section 120, and shall include the grading of shoulders, graded road connections, slopes, compacting as required, final dressing, subsoil excavation, unsuitable subsoil excavation, and replacement materials, and all work required for the completion of the project that is not paid for under the other pay items.

END OF SECTION

## STABILIZED SUBBASE

All work shall be performed in accordance with the requirements of Section 160 of the Florida Department of Transportation Standard Specifications.

### Method of Measurement

The quantity of stabilized subbase to be paid for under this Section shall be the actual area in square yards of satisfactorily completed and accepted stabilized subbase constructed to the limits, thickness, and specified limerock bearing ratio of 40 as shown on the plans. Payment will be based upon plan quantity, except as otherwise provided in Article 9-3.2 of the Florida Department of Transportation Standard Specifications.

### Basis of Payment

The quantity of stabilized subbase, determined as provided above, shall be paid at the contract unit price per square yard for stabilized subbase.

Payment shall be made under:

Item No. 160-6 - Stabilized Subbase (12") - Per Square Yard

The above price and payment shall constitute full compensation for all work and materials described herein and specified in said Section 160 including the cost of furnishing and hauling additional stabilizing materials required, and all mixing, shaping and compacting of the stabilized area. The increased thickness of the Type B Stabilization under the curb and gutter section will be considered incidental and included in the contract unit price.

END OF SECTION

## LIMEROCK BASE

All work shall be performed in accordance with the requirements of Section 200 of the Florida Department of Transportation Standard Specifications.

### Method of Measurement

The quantity of limerock base to be paid for under this Section shall be the actual area in square yards of satisfactorily completed and accepted limerock base constructed to the limits and thickness as shown on the plans.

### Basis of Payment

The quantity of limerock base, as determined as provided above shall be paid at the contract unit price per square yard for limerock base.

Payment shall be made under:

Item No. 200-1-1 - Limerock Base (10") - Per Square Yard

Item No. 200-1-2 - Limerock Base (6") - Per Square Yard

The above price and payment shall constitute full compensation for all work and materials described herein and specified in said Section 200.

END OF SECTION

## BITUMINOUS MATERIALS

All bituminous materials used shall comply with the requirements of Section 300 of the Florida Department of Transportation Standard Specifications.

### Method of Measurement

The quantity of bituminous material used under this Section shall be per gallon as measured in accordance with the provisions of Article 300-8, except that the tack coat shall be applied at the rate of 0.06 gallon per square yard and prime coat at the rate of 0.10 gallon per square yard.

### Basis of Payment

The price and payment for bituminous material (tack coat) in the quantity determined will be full compensation for all the work specified herein, including heating, hauling and applying.

Payment shall be made under:

Item No. 300-1-1 - Bituminous Material (Prime Coat) - Per Gallon

Item No. 300-1-3 - Bituminous Material (Tack Coat) - Per Gallon

END OF SECTION

## CONCRETE STRUCTURES

All work performed under this Section shall be in accordance with Section 400 of the Florida Department of Transportation Standard Specifications.

### Method of Measurement

The quantity to be paid for under this Section shall be per concrete structure measured in place, completed and accepted as per the Florida Department of Transportation Standard Specifications.

### Basis of Payment

Payment shall be made under:

- Item No. 400-1-2 - Special Endwall - each
- Item No. 400-1-15 - Weir Outlet Structure - each

Such prices and payment shall constitute full compensation for all the work described herein, shown on plans and specified in said Section 400, and shall include all concrete, reinforcing steel and all other incidentals to complete the job.

END OF SECTION

## INLETS AND MANHOLES

Construction of Inlets and Manholes shall conform to the requirements of Section 425 of the Florida Department of Transportation Standard Specifications, applicable FDOT Design Standards and Details contained in the plans.

### Method of Measurement

The quantities to be paid for under this Section shall be the number each of Inlets and Manholes satisfactorily completed and accepted.

### Basis of Payment

Payment shall be made under:

- Item No. 425-1-33 - Inlet (Type P-3) - each
- Item No. 425-1-34 - Inlet (Type P-4) - each
- Item No. 425-1-43 - Inlet, (Curb Type J-3) - each
- Item No. 425-1-44 - Inlet, (Curb Type J-4) - each
- Item No. 425-1-52 - Inlet (Ditch Bottom Type C) - each
- Item No. 425-1-53 - Inlet (Back of Sidewalk Type C Mod.) - each
- Item No. 425-2-41 - Manhole (Type P-7T) - each
- Item No. 425-2-71 - Manhole (Type J-7T) - each
- Item No. 425-5-1 - Adjusting Manhole Rims - each

Such prices and payments shall constitute full compensation for furnishing all materials and completing all the work described herein, shown on Plans or specified in said Section 425, and all other incidentals to complete the job.

END OF SECTION

## PIPE CULVERT AND STORM SEWERS

Construction of pipe culverts and storm sewers shall conform to the requirements of Section 430 of the Florida Department of Transportation Standard Specifications, except as amended hereinafter.

Proposed storm sewer pipe to be connected to existing structures shall have openings cut into the existing structure without permanently damaging the structure. The opening shall be grouted watertight after installation of the pipe, and the structure shall be restored as approved by the Engineer.

The cost of connections to existing structures shall be included in the price bid for the pipe.

### Method of Measurement

Article 430-12.1 of the Florida Department of Transportation Standard Specifications is deleted and the following is added:

The quantity to be paid for under this Section shall be the length in linear feet of pipe culvert or storm sewer measured in place, completed and accepted. The measurements shall include the portion of pipe extending into the walls (farthest point) of the inlets, junction boxes, manholes, headwall, etc., and the portions of pipe included within the mitered end section.

### Basis of Payment

Item No. 430-11-321 - 12" RCP (SS) Class III, per linear foot

Item No. 430-11-323 - 15" RCP (SS) Class III, per linear foot

Item No. 430-11-325 - 18" RCP (SS) Class III, per linear foot

Item No. 430-11-329 - 24" RCP (SS) Class III, per linear foot

Item No. 430-11-333 - 30" RCP (SS) Class III, per linear foot

Item No. 430-11-338 - 36" RCP (SS) Class III, per linear foot

Item No. 430-11-340 - 42" RCP (SS) Class III, per linear foot

Item No. 430-141-101 - 12" x 18" Conc. Elliptical Pipe, per linear foot

Item No. 430-961-113 - 4" P.V.C. Pipe, Schedule 40, per linear foot

Item No. 430-141-103 - 19" x 30" Conc. Elliptical Pipe, per linear foot

Item No. 430-141-104 - 24" x 38" Conc. Elliptical Pipe, per linear foot

Item No. 430-141-102 - 14" x 23" Conc. Elliptical Pipe, per linear foot

Item No. 430-981 - Mitered End Section (4" PVC), each

Item No. 430-985-229 - Mitered End Section (24" RCP), each





Item No. 430-985-240 - Mitered End Section (42" RCP), each

Item No. 430-985-402 - Mitered End Section (14" x 23" ERCP), each

Item NO. 430-985-403 - Mitered End Section (19" x 30" ERCP), each

Item No. 430-985-404 - Mitered End Section (24" x 38" ERCP), each

Such prices and payments shall constitute full compensation for all work described herein and specified in said Section 430, including all excavation (in whatever material is encountered), dewatering, removal of unsuitable material and replacement with Select Bedding Materials, backfilling, and compacting around the pipe, furnishing and laying the pipe and disposal of surplus materials.

Payment for connection of proposed pipes to existing structures, connection of existing stormwater drain lines to new pipe or structures, and replacement of curb and gutter, sidewalk, pavement and base course removed for pipe trenching shall be included in these items.

END OF SECTION

## CONCRETE GUTTER, CURB ELEMENTS

All concrete work performed under this Section shall be in accordance with Section 520 of the Florida Department of Transportation Standard Specifications.

### Method of Measurement

The quantity to be paid for under this section shall be per linear foot of gutter, curb, etc., installed and accepted as per the Florida Department of Transportation Standard Specifications.

### Basis of Payment

Payment shall be made under:

Item No. 520-1-10A - 24" Type F Concrete Curb - per linear foot

Item No. 520-1-10B - 18 " Type F Concrete Curb - per linear foot

Such prices and payment shall be full compensation for all work specified herein, and in said Section 520, and including all patching required for connection to existing curbs, sidewalks, etc. disturbed by construction.

END OF SECTION

## CONCRETE SIDEWALK AND DRIVEWAYS

Construction of Concrete Sidewalk and Driveways shall conform to the requirements of Section 522 of the Florida Department of Transportation Standard Specifications, except as amended herein.

### Method of Measurement

The quantity to be paid for under this section shall be the actual area in square yards of Concrete Sidewalk and Concrete Driveway, constructed as shown on the plans, and in accordance with Section 522, completed and accepted.

### Basis of Payment

The quantity determined as provided above, shall be paid to the contract unit price per square yard for Concrete Sidewalk and Concrete Driveway, and shall include compaction of the subgrade to the density, lines, grade, thickness and typical cross section as shown on the plans.

Payment shall be made under:

Item No. 522-1 - Concrete Sidewalk (4") - per square yard

Item No. 522-3 - Concrete Driveway (6") - per square yard

The above price and payment shall constitute full compensation for all work described herein, and in said Section 522, and shall include all labor, equipment, materials, grading, compaction, and all incidentals necessary to complete this item of work.

END OF SECTION

## RIPRAP

All concrete work performed under this Section shall be in accordance with Section 530 of the Florida Department of Transportation Standard Specifications.

### Method of Measurement

The quantity to be paid for under this Section shall be per ton of Riprap (Rubble) installed and accepted as per the Florida Department of Transportation Standard Specifications.

### Basis of Payment

Payment shall be made under:

Item No. 530-3 - Riprap (Rubble) - per ton

Such prices and payment shall constitute full compensation for furnishing all materials and all the work described herein, shown on plans and specified in said Section 530, and all other incidentals to complete the job.

END OF SECTION

## FENCING

All work performed under this Section shall be in accordance with Section 550 of the Florida Department of Transportation Standard Specifications.

### Method of Measurement

The quantity to be paid for under this Section shall be per linear foot of Type B fencing installed, and accepted as per the Florida Department of Transportation Standard Specifications.

### Basis of Payment

Payment shall be made under:

Item No. 550-2 - Fencing, Type B - per linear foot

Such prices and payment shall constitute full compensation for all the work described herein, shown on plans and specified in said Section 530, and shall include fencing, post assemblies, clearing and all other incidentals to complete the job.

END OF SECTION

## GRASSING (BY SEEDING AND MULCHING)

The Contractor shall seed and mulch all areas disturbed by construction, which are not designated for sodding, in accordance with the requirements of Section 570 of the Florida Department of Transportation Standard Specifications, except as amended herein.

### Method of Measurement

Article 570-6 of the Florida Department of Transportation Standard Specifications is deleted and the following is added: The quantity to be paid for under this Section shall be the area in square yards required for grassing, and not designated for sodding, which shall include the seeding, mulching and fertilizing and the water necessary to provide routine maintenance of the seeded areas until the work is accepted by the County.

The maximum rate of application of fertilizer and/or dolomitic limestone shall be 1,000 lbs./acre.

The rate of seed spread shall be 150 lbs/acre. In the period from the 15th of March to the 15th of October, the seed mixture shall be 75 lbs. of Bahia and 75 lbs. of Bermuda. During the remainder of the year, the mixture shall be 55 lbs. each of Bahia and Bermuda, and 20 lbs. of annual rye, and 20 lbs. brown top millet.

### Basis of Payment

Section 570-7 of the Florida Department of Transportation Standard Specifications is deleted and the following is added: The quantity determined, as provided above, for the seeding and mulching shall be paid for at the contract unit price per square yard.

Payment shall be made under:

Item No. 570-2 - Grassing (by Seeding and Mulching) - per square yard

END OF SECTION

## SODDING

The establishment of a stand of grass in the areas called for on the plans by furnishing and placing of Bahia grass sod, fertilizing, watering, and maintaining the sodded areas shall be in accordance with the requirements of Section 575 of the Florida Department of Transportation Standard Specifications, except as amended herein.

In established lawn areas replacement sod shall be of the same type as the existing sod, except when otherwise approved by the Engineer.

The maximum rate of application of fertilizer (12-8-8) shall be 1,000 lbs/acre.

The Contractor is responsible for mowing the sodded areas when required by the Engineer until final acceptance of the work.

### Method of Measurement

Article 575-4 of the Florida Department of Transportation Standard Specifications is deleted and the following is added:

The quantity of sodding to be paid for under this Section shall be the area in square yards of satisfactorily installed and accepted sodding. This price shall include the preparation of the soil, fertilizing, furnishing and installing of the sod, watering, mowing, and maintenance until accepted by the County.

### Basis of Payment

The quantity of sodding, determined as provided above, shall be paid for at the contract unit price per square yard of sodding.

Payment shall be made under:

Item No. 575-1 - Sodding - per square yard

The above price and payment shall constitute full compensation for all work described herein and in Section 575, including the cost of ground preparation, fertilizing, sodding, watering, and complete maintenance of the sodded areas, as shown on the plans or at the direction of the Engineer, until accepted by the County.

Such price and payment shall constitute full compensation for furnishing all materials and completing all the works specified herein, shown on the plans or specified in said Section 570 including ground preparation, fertilizing, seeding, mulching, watering, mowing and maintenance until acceptance by the County.

END OF SECTION

## ROADWAY SIGNS

The furnishing and installation of all roadway signs as shown on the plans shall conform to the requirements of Section 700 of the Florida Department of Transportation Standard Specifications.

### Method of Measurement

The contract unit price for roadway signs furnished and installed shall include all equipment, labor and materials necessary to make a complete and accepted installation.

### Basis of Payment

The contract unit price each for signs shall be full compensation for all work specified under these items.

Payment shall be made under:

- Item No. 700-40-1    SIGN SINGLE POST (LESS THAN 12 SQ. FT.) - per assembly
- Item No. 700-46-11    SIGN EXISTING (REMOVE - SINGLE POST) - each
- Item No. 700-46-21    SIGN EXISTING (RELOCATE - SINGLE POST) - each
- Item No. 700-48-18    SIGN PANEL (INSTALL) - each
- Item No. 700-48-48    SIGN PANEL (RELOCATE) - each
- Item No. 700-48-60    SIGN PANEL (REMOVE) - each

END OF SECTION



## REFLECTIVE PAVEMENT MARKERS

The furnishing and installing of all reflective pavement markers as shown on the plans shall conform to the requirements of Section 706 of the Florida Department of Transportation Standard Specifications, except as amended herein. All reflective markers shall be Class B markers and the type shall be as shown on the plans.

### Method of Measurement

The contract unit price for markers furnished and installed shall include all equipment, labor and materials necessary to make a complete and accepted installation.

### Basis of Payment

The contract unit price each for Reflective Pavement Marker shall be full compensation for all work specified under these items.

Payment shall be made under:

Item No. 706-1-12A - Reflective Pavement Markers (Mono-Dir., Colorless) - each

Item No. 706-1-12B - Reflective Pavement Markers (Bi-Dir., Amber) - each

END OF SECTION

## THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

The furnishing and installing of all traffic stripes and markings as shown on the plans shall conform to the requirements of Section 711 of the Florida Department of Transportation Standard Specifications.

### Method of Measurement

The contract unit price for thermoplastic stripes and markings furnished and installed shall include all equipment, labor and materials necessary to make a complete and accepted installation.

### Basis of Payment

The contract unit price each for thermoplastic stripes and markings shall be full compensation for all work specified under these items.

Payment shall be made under:

Item No. 711-3	Pavement Messages, Retroreflective Preformed Tape - each
Item No. 711-4	Directional Arrows, Retroreflective Preformed Tape - each
Item No. 711-7	Remove Existing Pavement Markings, Thermoplastic - lump sum
Item No. 711-33	Skip Traffic Stripe, Thermoplastic (4" White 10/30) - per linear foot
Item No. 711-34	Skip Traffic Stripe, Thermoplastic (4" Yellow 10/30) -per linear foot
Item No. 711-35-121	Solid Traffic Stripe, Thermoplastic (12" White) - per linear foot
Item No. 711-35-241	Solid Traffic Stripe, Thermoplastic (24" White) - per linear foot
Item No. 711-37-41	Solid Traffic Stripe, Thermoplastic (4" White) - per linear foot
Item No. 711-38-41	Solid Traffic Stripe, Thermoplastic (4" yellow) - per linear foot

END OF SECTION

## ASPHALTIC CONCRETE

Included under this item is the construction of Type S Asphaltic Concrete which shall comply with the requirements of Section 331 of the Florida Department of Transportation Standard Specifications, and placed at locations as directed by the Engineer.

### Method of Measurement

Construction of Type S-1 Asphaltic Concrete to be paid for under this section shall be the area in square yards of asphaltic concrete with a minimum thickness of 3" on roadways and 1" for overlays within the limits shown on the plans.

### Basis of Payment

The quantity of Type S-1 Asphaltic Concrete, determined as provided above, shall be paid for at the contract unit price per square yard of asphaltic concrete with a minimum thickness as shown completed and accepted. No additional payment shall be made for additional thickness or authorized area except where thickness greater than 3" requires leveling course.

Payment shall be made under:

Item No. 5331-72-10 - Type S-1 Asphaltic Concrete (1") - per square yard

Item No. 5331-72-30 - Type S-1 Asphaltic Concrete (3") - per square yard

Item No. 5333-2-3 - Type S-3 Asphaltic Concrete (leveling course) - per ton

The above price and payment shall constitute full compensation for all work described herein and specified in said Sections 331 and 330, including the bituminous material required for the asphalt mix. Payments for prime coat shall be included in the above pay items.

END OF SECTION

## WETLAND RESTORATION & REFORESTATION

The work specified in this Section consists of the restoration of wetlands and the planting of trees, of the species, size and quality indicated in the plans, in accordance with these specifications and at the locations shown in the plans or as directed by the engineer.

### Wetland Restoration

Wetland restoration shall include the filling and grading of areas shown on plans. Only rubber tired vehicles (CAT 416B or equal) shall be used in the areas of restoration.

### Forest Restoration

Forest Restoration shall include the planting of the species specified in the plans, an as-built report along with the monitoring and maintenance of these plantings for a period of one year.

### As-Built Report

A report detailing the results of the wetland planting will be forwarded to the owner and WMD within 30 days following planting. This report will contain:

1. An as-built survey of the final topography
2. Photographs taken from established monitoring viewpoints
3. A text discussion that will include a list of the species planted and any problems encountered.
4. A plan detailing the site-specific methods to be used for monitoring the planted areas. The plan will include such information as: size, location and number of monitoring transects; and other pertinent factors to demonstrate achievement of success criteria.

### Monitoring & Maintenance

The contractor will be responsible for the proper maintenance and the survival and condition of all reforestation items for a period of one year, during which monitoring data will be collected and reports of the data will be submitted to both the owner and WMD. Data will be collected at least twice during the first year including once during the wet season (August - September) and once during the dry season (March - April). The monitoring reports will be submitted within 30 days of the data collection. They will include or describe:

1. Percent survival and height and caliper of planted trees.
2. Surface water elevation referenced to NGVD, or if surface water is not present, groundwater elevation referenced to NGVD.
3. Wildlife utilization.

4. Representative photographs.
5. Descriptions of problems encountered and solutions undertaken.

Any plants showing indication of probable nonsurvival due to lack of health and vigor, or which do not exhibit the characteristics and conditions such as to still qualify for the minimum grade as originally specified shall be replaced by the Contractor with a plant of the specified Grade, within a period of one week from the time of written notice to him from the Engineer.

Within 30 days of any monitoring event that indicates 50 percent or greater mortality of planted trees within the restoration and enhancement areas, a remediation program shall be submitted to WMD for review and approval.

#### Method of Measurement

The per acre price for the item of Wetland Restoration & Reforestation measured as provided above and in the plans shall include all fill material, grading, hauling, plantings, erosion & sedimentation controls, as-built report, monitoring reports and maintenance to complete the project.

#### Basis of Payment

Payment shall be made under:

Item No. WR-1 - Wetland Restoration & Reforestation - per acre

Such prices and payments shall be full compensation for all the work specified under this Section and the plans, including furnishing and planting the designated plant types, the maintenance, care etc., and all costs of any required replacing of plantings or restoring of damaged areas, as-built report, monitoring reports and all other incidentals to complete the job.

END OF SECTION



October 2, 1995

Gee & Jenson, Inc.  
9452 Phillips Highway, Suite 4  
Jacksonville, Florida 32256

Attention: Mr. Harry Skahn, P.E.

Subject: Addendum to Report of Geotechnical Exploration  
14th Street Retention Pond  
Fernandina Beach, Florida  
E&A Project No. 95-1239a

Dear Mr. Skahn:

As requested, Ellis & Associates, Inc. has completed an addendum report for the subject project. This report should be used in conjunction with our previous report E&A Report No. 95-1239, dated June 30, 1995. This letter presents the additional information to address the subsurface conditions in the revised pond location.

**PROJECT INFORMATION**

As you are aware, this site was the subject of a previous geotechnical investigation by our firm. Subsequent to our initial report the pond location was moved from the north side of the site to the south side of the site. We have been provided with a copy of a site plan for the subject site prepared by Gee & Jenson, dated December, 1994. This plan shows the boundary limits for the property, the existing roadways adjacent to the site, and the layout of the previous pond location. For informational purposes, included in the attachments of this report are the prior Log of Boring Records from our previous report for borings B1, A1, A2 and P1.

**GEOTECHNICAL EXPLORATION**

The purpose of this geotechnical exploration and engineering study was to obtain within practical limits, sufficient information concerning the site and subsurface conditions in order to evaluate the area with respect to the proposed pond construction and to provide fill suitability recommendations. Our study, therefore, required the collection of site and subsurface data and the performance of a geotechnical engineering analysis and evaluation.



Field Exploration - As requested, in order to explore the subsurface conditions within the area of the revised pond location, we located and performed two auger borings (A3 and A4), drilled to depths of approximately 10.0 feet below the existing ground surface. A reduced copy of the plan provided to us, which show the new and previous boring locations, is included in the attachments as the Field Exploration Plan. Borings A3 and A4 were performed on September 25, 1995 at the approximate locations shown on the plans provided to us and located in the field by our personnel using taped measurements from existing roadways and survey controls adjacent to the proposed pond.

The attached Log of Boring records present the descriptions of the soil conditions encountered at the boring locations. The stratification lines on the boring records represent the approximate boundary between soil types, as determined in the field by our drillers. The transition between soil types at each boring location may be gradual. A description of the drilling and sampling techniques used is provided on the attached Field Exploration Procedures sheet.

#### SUBSURFACE CONDITIONS

Soil Conditions - The attached Generalized Subsurface Profiles and the following discussion of the subsurface conditions highlight the major subsurface stratifications encountered by the borings. For a detailed description of the soil conditions encountered, please refer to the Log of Boring records in the attachments. When reviewing these records it should be understood that the soil conditions will vary somewhat between the boring locations.

In general, auger borings A3 and A4 encountered 1.5 to 3.5 feet of organic silty fine sand followed by fine sands and slightly silty fine sands to the termination depths of the borings at 10.0 feet below the existing grade. Boring A3 encountered a 2.5-foot thick layer of silty fine sands beginning at a depth of 1.5 feet below the existing grade

Groundwater Level - The groundwater level was encountered at each of the new pond boring locations and recorded, at the time of drilling, at depths of 0.5 to 1.2 feet below the existing ground surface. The depth to the groundwater level at each of the boring locations is noted on the attached Log of Boring records. It should be anticipated, however, that the groundwater level will fluctuate due to seasonal climatic variations, surface water runoff patterns, construction operations, and other interrelated factors. Based on the boring logs, a review of available published literature and our knowledge of groundwater conditions in the area, we estimate that the normal seasonal high groundwater level will occur between the existing ground surface and 1.0 foot below the existing



ground surface. The borings were performed during a period of significant rain. Therefore, the measured groundwater levels can be considered indicative of the seasonal high groundwater level.

#### GEOTECHNICAL ENGINEERING EVALUATION AND RECOMMENDATIONS

Our geotechnical engineering evaluation of the site and subsurface conditions at the property with respect to the planned pond construction and our recommendations for fill suitability are based upon (1) our site observations, (2) the field data obtained, and (3) our understanding of the project information as presented in this report. If the locations of the pond is changed, please contact us so that we can review our recommendations. The discovery of any site or subsurface conditions during construction which deviate from the data obtained during this geotechnical exploration should also be reported to us for our evaluation.

The recommendations presented in the subsequent sections of this report present design and construction techniques which we feel are feasible for the planned construction. We recommend, however, that we be provided the opportunity to review the foundation plans and earthwork specifications in order to verify that our recommendations have been properly interpreted and implemented.

#### Borrow Suitability

As mentioned earlier, the borings were planned in part to provide an indicator of the suitability of excavated soils from the proposed pond as fill material. We consider soils described as fine sands and slightly silty fine sands to be suitable fill material. These soils were generally encountered between depth ranges of approximately 4.0 to 15.0 feet below the existing ground surface. The silty fine sands encountered in boring A3 are not considered suitable structural fill material due to the excessive fines content. The surface organic silty fine sands will require removal and are unsuitable for structural uses.

It should be anticipated that the materials in the proposed pond areas that are below the groundwater level will have moisture contents in excess of the Modified Proctor optimum moisture content and will require stockpiling or spreading to bring the moisture content within  $\pm 2$  percent of the moisture content corresponding to the required degree of compaction.





We appreciate this opportunity to be of service as your geotechnical consultant on this phase of the project. If you have any questions concerning this report or if we may be of any further service, please contact us.

Very truly yours,

ELLIS & ASSOCIATES; INC.

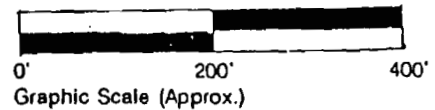
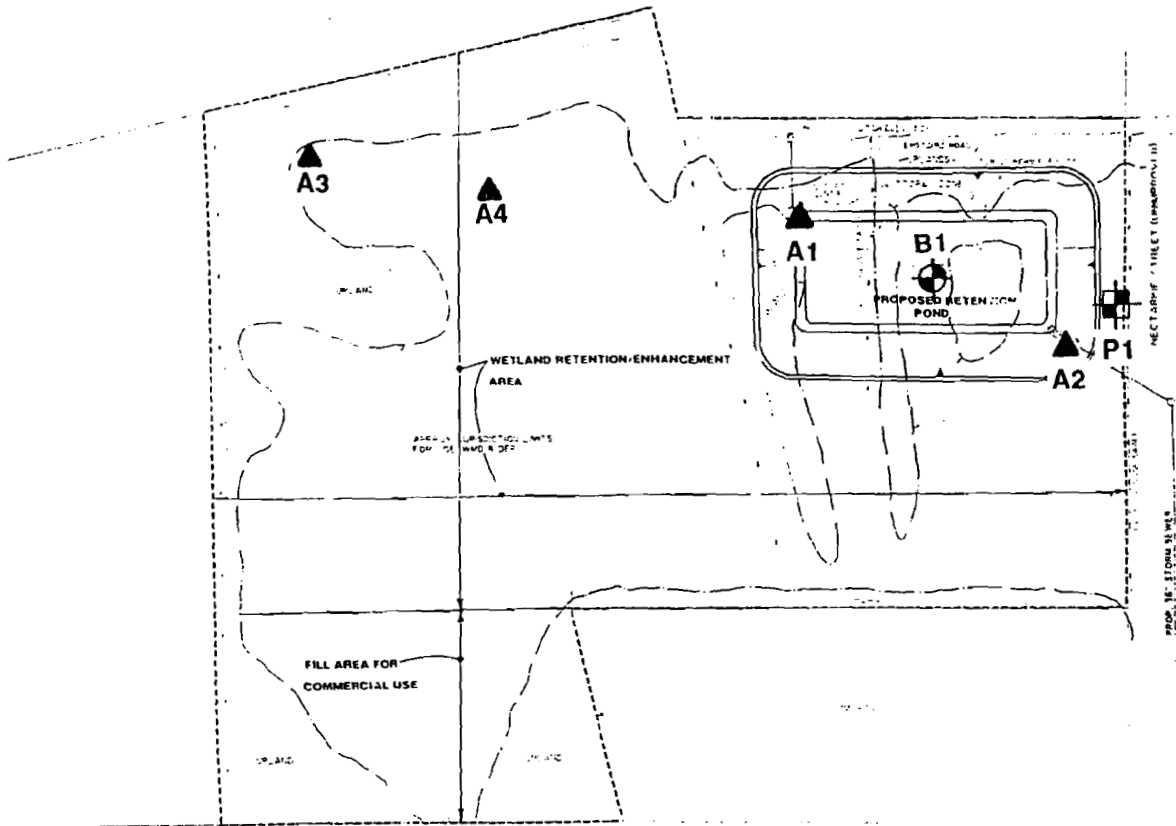
A handwritten signature in black ink, appearing to read 'Jeffrey S. Pruett'.

Jeffrey S. Pruett, E.I.  
Project Engineer

A handwritten signature in black ink, appearing to read 'Michael Lithman'.




Michael Lithman, P.E.  
Vice President  
Registered, Florida No. 37583

JSP-ML/bim




# **LEGEND**

## **PREVIOUSLY TESTED**

-  Penetration Boring Location (Approx.) - B1
-  Auger Boring Location (Approximate) - A1, A2
-  Permeability Test Location (Approx.) - P1

## **ADDITIONAL TESTING**

-  Auger Boring Location (Approx.) A3, A4

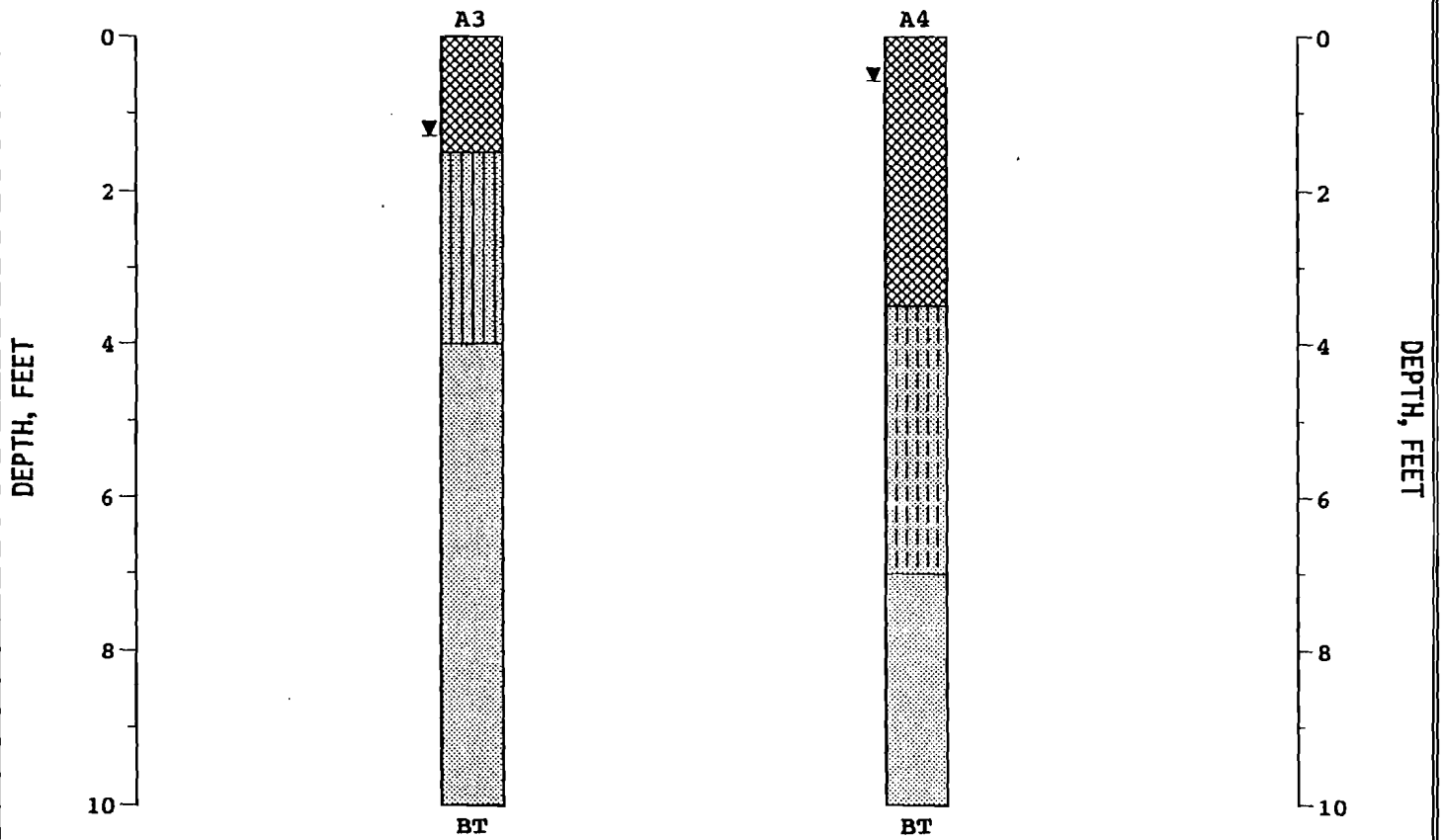
## **REFERENCE:**

Site Plan  
Prepared by Gee & Jenson  
Dated 12/94

# **FIELD EXPLORATION PLAN**

14th Street Retention Pond  
Fernandina Beach, Florida

E&A Project No. 95-1239



**LEGEND**

- Fine SAND (SP)
- Slightly Silty Fine SAND (SP-SM)
- Silty Fine SAND (SM)
- Organic Silty Fine SAND (SM, Organic)
- Groundwater Level at Time of Drilling
- Boring Terminated

**GENERALIZED SUBSURFACE PROFILE**

14th Street Retention Pond  
 Fernandina Beach, Florida  
 E&A Project No. 95-1239a



**Ellis & Associates inc.**

Project No.: 95-1239a  
Boring No.: A3  
Sheet 1 of 1

**LOG OF BORING**

Project: 14th Street Retention Pond

Client: Gee & Jenson

Boring Location: See Field Exploration Plan

Drill Rig: ATV  
Drill Rod: \_\_\_\_\_

Driller: C. McMahan  
Drill Mud: \_\_\_\_\_

Groundwater Depth: 1.2' Time: Drilling Date: 9/25/95

Casing Size: \_\_\_\_\_ Boring Begun: 9/25/95  
Length of Casing: \_\_\_\_\_ Boring Completed: 9/25/95

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE DESCRIPTION	BLOWS PER FOOT	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	MOISTURE CONTENT (%)		SHEAR STRENGTH KSF	
						○ PLASTIC LIMIT	◇ LIQUID LIMIT	○ Pocket Penetrometer Undisturbed Sample	● Unconfined Compression
1	0	Dark Brown Organic Silty Fine SAND (SM, Organic)						○ Pocket Penetrometer Undisturbed Sample	● Unconfined Compression
2		Brown Silty Fine SAND (SM)						○ Pocket Penetrometer Undisturbed Sample	● Unconfined Compression
3	5	Light Brown Fine SAND (SP)						○ Pocket Penetrometer Undisturbed Sample	● Unconfined Compression
4								○ Pocket Penetrometer Undisturbed Sample	● Unconfined Compression
5	10	Boring Terminated At 10'						○ Pocket Penetrometer Undisturbed Sample	● Unconfined Compression
	15							○ Pocket Penetrometer Undisturbed Sample	● Unconfined Compression
	20							○ Pocket Penetrometer Undisturbed Sample	● Unconfined Compression
	25							○ Pocket Penetrometer Undisturbed Sample	● Unconfined Compression

## LOG OF BORING

Project: 14th Street Retention Pond

Client: Gee & Jenson

Boring Location: See Field Exploration Plan

Drill Rig: ATV

Driller: C. McMahan

**Drill Rod:**

**Drill Mud:**

**Casing Size:**

**Length of Casing:**

Groundwater Depth: 0.5' Time: Drilling Date: 9/25/95

Boring Begun: 9/25/95

**Boring Completed:** 9/25/95

[illegible]



## LOG OF BORING

Project No.: 95-1239  
Boring No.: B1  
Sheet 1 of 1

Project: 14th Street Retention Pond

Boring Location: See Field Exploration Plan

Client: Gee & Jensen  
Drill Rig: Portable Equip. Driller: D. Francis  
Drill Rod: AW  
Casing Size: HW  
Length of Casing: Boring Begun: 6/9/95  
Boring Completed: 6/9/95

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER FOOT	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE + CONTENT	LIQUID LIMIT	SHEAR STRENGTH
1	0		VERY SOFT Dark Gray Organic SILT (OH)	WOH	15.1					
2	1/18"									
3	5		LOOSE to MEDIUM DENSE Brown Fine SAND (SP)	5						
4				13						
5				15						
6	15		MEDIUM DENSE Grayish Brown Fine SAND (SP)	21						
			Boring Terminated At 15'							

Remarks: WOH - Weight of Hammer



Project No.:	95-1239
Boring No.:	A1
Sheet	1 of 1

Client: Gee & Jensen

Drill Rig: ATV  
Drill Rod: 4" Flight Auger  
Drill Mud: Driller: C. McMahon

Casing Size:	6 1/7/95	Boring Begun:	6 1/7/95	Boring Completed:	6 1/7/95
--------------	----------	---------------	----------	-------------------	----------

Length of Casting: 6/7/95

Drill Mud: \_\_\_\_\_  
Length of Casing: \_\_\_\_\_

---

Boring Completed: 6/7/95

[illegible]



**Ellis & Associates** inc.

Project No.: 95-1239

Boring No.: A2

Sheet 1 of 1

## LOG OF BORING

Project: 14th Street Retention Pond

Client: Gee & Jenson

1. The first step in the process of identifying a problem is to recognize that a problem exists. This is often done by comparing current performance with a desired state or goal. If there is a significant difference, a problem is identified.

Drill Rig: ATVDriller: C. McMahon

**Boring Location:** See Field Exploration Plan

Drill Rod: 4" Flight Auger

**Drill Mud:**

---

Casing Size: \_\_\_\_\_

**Length of Casing:**

Groundwater Depth: 0.4' Time: Drilling Date: 6/7/95

Boring Begun: 6/7/95

- Boring Completed: 6/7/95

[illegible]





**Ellis & Associates Inc.**

## LOG OF BORING

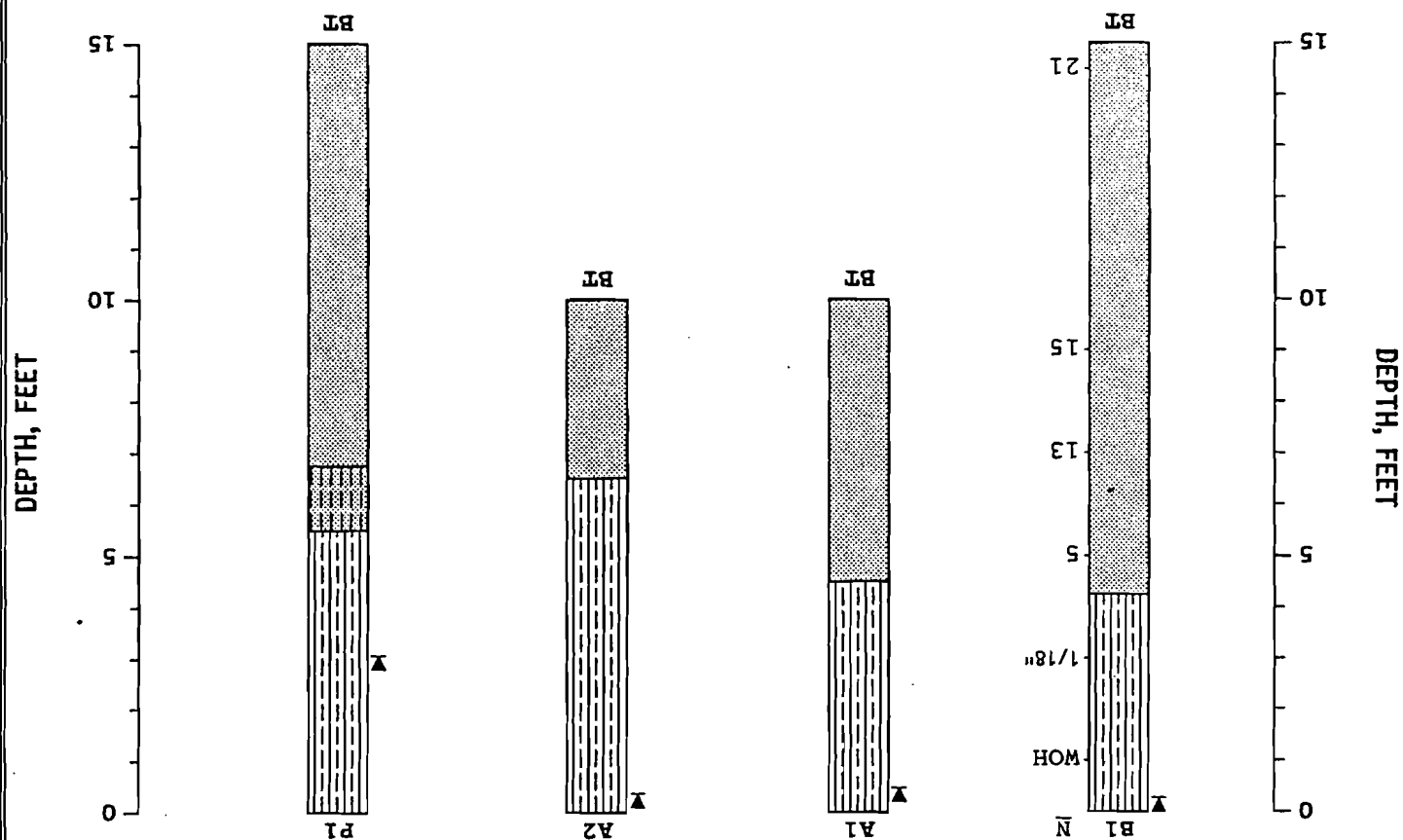
Project No.: 95-1239  
Boring No.: P1  
Sheet 1 of 1

Project: 14th Street Retention Pond

Boring Location: See Field Exploration Plan

Client: Gee & Jensen  
Drill Rig: ATV  
Drill Rod: 4" Flight Auger  
Drill Mud:  
Driller: C. McMahon  
Length of Casing:  
Boring Begun: 6/21/95  
Boring Completed: 6/21/95  
Groundwater Depth: 3.1' Time: 6/21/95

SAMPLE NO.	DEPTH, FEET	DESCRIPTION	BLOWS PER FOOT	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE + CONTENT	LIQUID LIMIT	SHEAR STRENGTH
1	0	Dark Gray Organic (SILT (OH)							
2									
3	5	Dark Brown Slightly Silty Fine SAND (SP-SM)			9.4				
4		Brown Fine SAND (SP)							
5									
	15	Boring Terminated At 15'							
	20								
	25								



# GENERALIZED SUBSURFACE PROFILE

14th Street Retention Pond  
 Fernandina Beach, Florida  
 E&A Project No. 95-1239

FINE SAND (SP)  
 SLIGHTLY SILTY FINE SAND (SP-SM)  
 ORGANIC SILT (OH)  
 ▼ Groundwater Level at Time of Drilling  
 BT Boring Terminated  
 N Penetration Resistance, Blows/Foot  
 WOH Weight of Hammer

## LEGEND

## LOG OF BORING

Project No.: 95-1239  
 Boring No.: B1  
 Sheet 1 of 1

Client: Gee & Jensen

Drill Rig: Portable Equip. Driller: D. Francis

Drill Rod: AW Drill Mud: Quick Gel

Casing Size: HW Length of Casing: Boring Begun: 6/9/95 Boring Completed: 6/9/95

Project: 14th Street Retention Pond

Boring Location: See Field Exploration Plan

Groundwater Depth: 0.3' Time: Drilling Date: 6/9/95

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER FOOT	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE + CONTENT	LIQUID LIMIT	SHEAR STRENGTH
1	0		VERY SOFT Dark Gray Organic SILT (OH)	WOH	15.1					
2	1			1/18"						
3	5		LOOSE to MEDIUM DENSE Brown Fine SAND (SP)	5						
4				13						
5	10			15						
6	15		MEDIUM DENSE Grayish Brown Fine SAND (SP)	21						
	20									
	25		Boring Terminated At 15'							

Remarks:

WOH - Weight of Hammer



Ellis & Associates Inc.

LOG OF BORING

Project No.: 95-1239  
Boring No.: A1  
Sheet 1 of 1

Project: 14th Street Retention Pond

Client: Gee & Jensen

Driller: C. McMahan

Boring Location: See Field Exploration Plan

Drill Rig: ATV

Drill Mud:

Groundwater Depth: 0.5' Time: 6/7/95

Boring Begun: 6/7/95

Length of Casing:

Boring Completed: 6/7/95

SAMPLE NO.	DEPTH, FEET	DESCRIPTION	PERCENT ORGANIC MATERIAL	BLOWS PER FOOT	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE + CONTENT	LIQUID LIMIT	SHEAR STRENGTH
1	0	Dark Gray Organic SILT (OH)							
2									
3									
4	5	Light Brown Fine SAND (SP)			3.8		+		
5									
6	10				3.5		+		
		Boring Terminated At 10'							

# LOG OF BORING

Project No.: 95-1239

Boring No.: A2

Sheet 1 of 1

Project: 14th Street Retention Pond

Client: Gee & Jensen

Drill Rig: ATV

Drill Rod: 4" Flight Auger

Drill Mud:

Driller: C. McMahan

Boring Location: See Field Exploration Plan

Groundwater Depth: 0.4' Time: Drilling Date: 6/7/95

Casing Size:

Boring Begun: 6/7/95

Boring Completed: 6/7/95

Length of Casing:

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER FOOT	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE + CONTENT	LIQUID LIMIT	SHEAR STRENGTH
1	0		Dark Gray Organic SILT (OH)		72.0					
2	5									
3			Brown Fine SAND (SP)							
4	10									
			Boring Terminated At 10'							



## LOG OF BORING

Project No.: 95-1239  
 Boring No.: P1  
 Sheet 1 of 1

Client: Gee & Jensen  
 Project: 14th Street Retention Pond

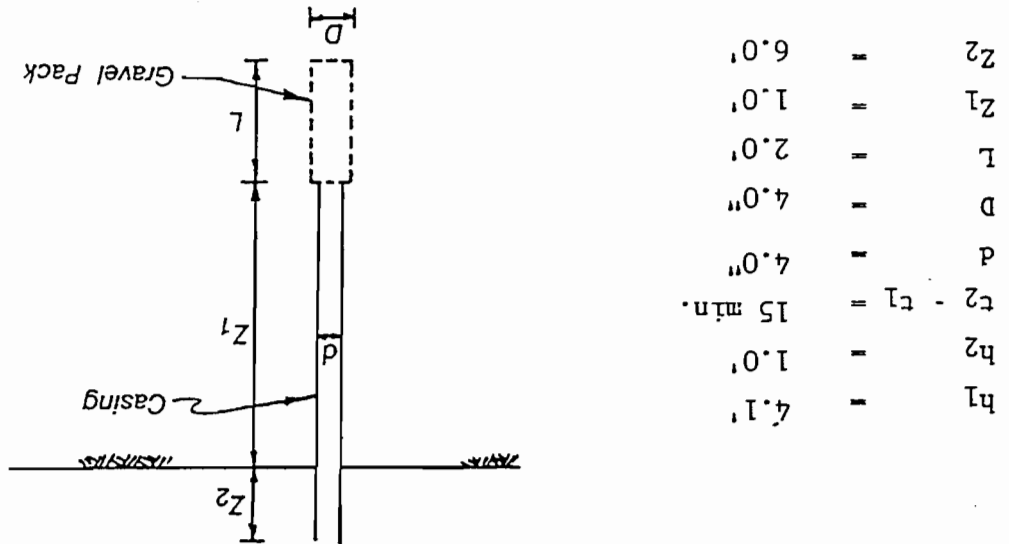
Drill Rig: ATV  
 Driller: C. McMahan  
 Boring Location: See Field Exploration Plan

Drill Rod: 4" Flight Auger  
 Length of Casing: 6/21/95  
 Boring Begun: 6/21/95  
 Boring Completed: 6/21/95

SAMPLE NO.	DEPTH, FEET	SAMPLE TYPE	DESCRIPTION	BLOWS PER FOOT	PERCENT ORGANIC MATERIAL	PERCENT PASSING NO. 200 SIEVE	PLASTIC LIMIT	MOISTURE + CONTENT	LIQUID LIMIT	SHEAR STRENGTH
1	0		Dark Gray Organic (SILT (OH)							
2										
3	5		Dark Brown Slightly Silty Fine SAND (SP-SM)			9.4		+		
4			Brown Fine SAND (SP)							
5										
	15		Boring Terminated At 15'							

# VARIABLE HEAD FIELD PERMEABILITY TEST RESULTS

TEST NO.: P1  
 TEST LOCATION: 14th Street Retention Pond  
 DATE PERFORMED: 06/21/95



GROUNDWATER LEVEL: 3.1'

$$k_h = \frac{R_1^2}{2L(t_2 - t_1)} \ln \left( \frac{R_2}{R_1} \right) \ln \left( \frac{h_1}{h_2} \right) = 2.3 \text{ ft/day}$$

## LEGEND

$h_1$  = Piezometric head at time  $t_1$   
 $h_2$  = Piezometric head at time  $t_2$   
 $t_2 - t_1$  = Time for piezometric head to change from  $h_1$  to  $h_2$   
 $R_1$  = Radius of casing =  $d/2$   
 $R_2$  = Radius of gravel pack =  $D/2$   
 $L$  = Length of gravel pack  
 $k_h$  = Horizontal coefficient of permeability

14th Street Retention Pond  
 Fernandina Beach, Florida  
 E&A Project No. 95-1239





FILE NOW: FILING FEE AFTER MAY 1 IS \$225.00

FLORIDA DEPARTMENT OF STATE  
Sandra B. Morham  
Secretary of State  
DIVISION OF CORPORATIONS



PROFIT CORPORATION  
ANNUAL REPORT  
1996

DOCUMENT # 460118 (3)

CHAPMAN CONSTRUCTION, INC.

Principal Place of Business

6085 GREENLAND RD.  
JACKSONVILLE FL 32258

Mailing Address

6085 GREENLAND RD.  
JACKSONVILLE FL 32258

3. Date Incorporated or Qualified  
08/26/1974

3a. Date of Last Report  
02/21/1995



2. Principal Place of Business  
2a. Mailing Address  
21. Suite, Apt. #, etc.  
22. City & State  
23. Zip  
24. Country  
25. Zip  
26. Country  
27. City & State  
28. Zip  
29. Country  
30. Country

9. Name and Address of Current Registered Agent  
10. Name and Address of New Registered Agent  
8. This corporation has liability for intangible tax under s. 199.032.  
6. Election Campaign Financing  
5. Certificate of Status Desired  
4. FEI Number  
3a. Date of Last Report

CHAPMAN, FRANKLIN  
5200 GREENLAND RD.  
JACKSONVILLE FL 32258  
81. Name  
82. Street Address (P.O. Box Number is Not Acceptable)  
83.  
84. City  
85. Zip Code

11. Pursuant to the provisions of Sections 607.0502 and 607.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 607.0505, Florida Statutes.

SIGNATURE  
Signature, typed or printed name of registered agent and title if applicable.  
NOTE: Registered Agent signature required when reinstating.

12. OFFICERS AND DIRECTORS  
13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12

TITLE	NAME	STREET ADDRESS	CITY-ST-ZIP
PD	CHAPMAN, FRANKLIN	5200 GREENLAND RD. JACKSONVILLE FL	
1.1 TITLE	1.2 NAME	1.3 STREET ADDRESS	1.4 CITY-ST-ZIP
2.1 TITLE	2.2 NAME	2.3 STREET ADDRESS	2.4 CITY-ST-ZIP
3.1 TITLE	3.2 NAME	3.3 STREET ADDRESS	3.4 CITY-ST-ZIP
4.1 TITLE	4.2 NAME	4.3 STREET ADDRESS	4.4 CITY-ST-ZIP
5.1 TITLE	5.2 NAME	5.3 STREET ADDRESS	5.4 CITY-ST-ZIP
6.1 TITLE	6.2 NAME	6.3 STREET ADDRESS	6.4 CITY-ST-ZIP

14. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(k), Florida Statutes. I further certify that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears in Block 12 or Block 13 if changed, or on an attachment with an address.

SIGNATURE:

SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR



I certify from the records of this office that CHAPMAN CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on August 26, 1974.

The document number of this corporation is 460118.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, that its most recent annual report was filed on March 12, 1996, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fourteenth day of March, 1996

*Sandra B. Morton*  
Sandra B. Morton  
Secretary of State



CR2EO22 (2-95)

EXHIBIT A

SUBMIT ORIGINAL  
AND FOUR COPIES

BID FORM

FOR CONSTRUCTION OF

14TH STREET PHASE 2

FOR

NASSAU COUNTY DEPT. OF PUBLIC WORKS

SUBMITTED BY: CHAPMAN CONSTRUCTION, INC. SUBMITTED: MAY 1ST, 1996

6085 GREENLAND ROAD

JACKSONVILLE, FL 32258

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principals is, or are, named herein and that no other person that herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all special provisions furnished prior to the opening of bids, that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the County of Nassau, Florida in the form of contract specified, to furnish all necessary materials, equipment, machinery tools, apparatus, means of transportation and labor necessary to complete the contract in full and complete in accordance with the shown, noted, described, and reasonable intended requirements of the plans and specifications and contract documents to the full satisfaction on the contract with the County of Nassau, Florida, with a definite understanding that no money will be allowed for extra work except as set forth in the attached general conditions and contract documents, as follows:

# EXHIBIT A

ITEM NO.	ITEM	UNIT	QUANT.	UNIT PRICE	AMOUNT
101-1	MOBILIZATION	LS	1	65,000.	65,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	55,000.	55,000.00
104-14	EROSION CONTROL	LS	1	15,000.	15,000.00
110-1	CLEARING AND GRUBBING	LS	1	55,000.	55,000.00
120-B-A	EXCAVATION, EMBANKMENT AND GRADING (ROADWAY)	LS	1	40,000.	40,000.00
120-B-B	EXCAVATION, EMBANKMENT AND GRADING (POND)	LS	1	65,000.	65,000.00
160-6	STABILIZED SUBBASE (12")	SY	18,777	1.	18,777.00
200-1-1	LIMEROCK BASE (10")	SY	18,457	9.	148,113.00
200-1-2	LIMEROCK BASE (6")	SY	200	12.	2,400.00
300-1-1	BITUMINOUS MATERIAL (PRIME)	GA	1,646	1.5	2,469.00
300-1-3	BITUMINOUS MATERIAL (TACK)	GA	2,597	.80	2,078.00
400-1-2	SPECIAL ENDWALL	EA	3	1,200.	3,600.00
400-1-15	WEIR OUTLET STRUCTURE	EA	1	4,000.	4,000.00
425-1-33	INLET (TYPE P-3)	EA	14	1,900.	26,600.00
425-1-34	INLET (TYPE P-4)	EA	6	2,000.	12,000.00
425-1-43	INLET, (CURB TYPE J-3)	EA	2	1,800.	3,600.00
425-1-44	INLET, (CURB TYPE J-4)	EA	4	2,000.	8,000.00
425-1-52	INLET (DITCH BOTTOM TYPE C)	EA	3	1,000.	3,000.00
425-1-53	INLET (BACK OF SIDEWALK TYPE C MOD.)	EA	5	900.	4,500.00
425-2-41	MANHOLE (TYPE P-7T)	EA	1	1,500.	1,500.00
425-2-71	MANHOLE (TYPE J-7T)	EA	4	1,700.	6,800.00
425-5	ADJUSTING MANHOLE RIMS	EA	6	400.	2,000.00
430-11-321	12" RCP (SS) CLASS III	LF	170	30.	5,100.00
430-11-323	15" RCP (SS) CLASS III	LF	1,250	33.	41,250.00
430-11-325	18" RCP (SS) CLASS III	LF	784	35.	26,740.00
430-11-329	24" RCP (SS) CLASS III	LF	1,316	40.	52,640.00
430-11-333	30" RCP (SS) CLASS III	LF	678	45.	30,510.00
430-11-338	36" RCP (SS) CLASS III	LF	1,210	55.	66,550.00
430-11-340	42" RCP (SS) CLASS III	LF	323	70.	22,610.00
430-141-101	12" X 18" CONCRETE ELLIPTICAL PIPE	LF	58	35.	1,960.00
430-141-102	14" X 23" CONCRETE ELLIPTICAL PIPE	LF	108	45.	4,860.00
430-141-103	18" X 30" CONCRETE ELLIPTICAL PIPE	LF	10	65.	650.00

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## EXHIBIT A

ITEM NO.	ITEM	UNIT	QUANT.	BRIDGE	AMOUNT
430-141-104	24" X 36" CONCRETE ELLIPTICAL PIPE	LF	399	677.00	26,733.00
430-961-113	4" P.V.C. PIPE, SCHEDULE 40	LF	60	63.00	3,780.00
430-981	MITERED END SECTION (4" PVC)	EA	2	150.00	300.00
430-985-229	MITERED END SECTION (24" RCP)	EA	1	750.00	750.00
430-985-240	MITERED END SECTION (42" RCP)	EA	1	1,600.00	1,600.00
430-985-402	MITERED END SECTION (14" X 23" ERCP)	EA	3	500.00	1,500.00
430-985-403	MITERED END SECTION (18" X 30" ERCP)	EA	1	600.00	600.00
430-985-404	MITERED END SECTION (24" X 36" ERCP)	EA	2	800.00	1,600.00
520-1-10A	CONCRETE CURB AND GUTTER (TYPE F) (24")	LF	5,060	7.50	37,950.00
520-1-10B	CONCRETE CURB AND GUTTER (TYPE F) (18")	LF	3,248	7.00	22,736.00
522-1	CONCRETE SIDEWALK (4")	SY	2,303	16.50	38,000.00
522-9	CONCRETE DRIVEWAY	SY	1,101	19.00	20,919.00
530-3	R/RAP (RUBBLE)	TN	10	80.00	800.00
550-2	FENCING, TYPE B	LF	340	7.50	2,550.00
570-2	GRASSING (SEED & MULCH)	SY	11,904	.25	2,976.00
575-1	SODDING	SY	7,961	2.00	15,922.00
5331-72-10	TYPE S-1 ASPHALTIC CONCRETE (1")	SY	384	4.00	1,536.00
5331-72-30	TYPE S-1 ASPHALTIC CONCRETE (3")	SY	29,674	5.50	163,207.00
5333-2-3	TYPE S-III ASPHALTIC CON. (LEVELING COURSE)	TN	20	55.00	1,100.00
WR-1	WETLAND RESTORATION AND REFORESTATION	AC	1,235,000.00	42.00	51,870.00
TOTAL OF ROADWAY & DRAINAGE ITEMS					1,180,626.00
SIGNING & PAVEMENT MARKING ITEMS					
700-40-1	SIGN SINGLE POST (LESS THAN 12 SQ. FT.)	AS	40	160.00	6,400.00
700-46-11	SIGN EXISTING (REMOVE - SINGLE POST)	EA	2	30.00	60.00
700-46-21	SIGN EXISTING (RELOCATE - SINGLE POST)	EA	8	55.00	440.00
700-48-16	SIGN PANEL (INSTALL)	EA	4	55.00	220.00
700-48-48	SIGN PANEL (RELOCATE)	EA	1	30.00	30.00
700-48-60	SIGN PANEL (REMOVE)	EA	1	15.00	15.00
706-1-12A	REFLECTIVE PAVEMENT MARKER (MONO-DIR. COLORLESS)	EA	74	3.50	259.00
706-1-12B	REFLECTIVE PAVEMENT MARKER (BI-DIR., AMBER)	EA	420	3.50	1,470.00

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# EXHIBIT A

ITEM NO.	ITEM	UNIT	QUANT.	PRICE	AMOUNT
711-3	PAVEMENT MESSAGES, RETROREFLECTIVE PREFORMED TAPE	EA	16	185.00	2,960.00
711-4	DIRECTIONAL ARROWS, RETROREFLECTIVE PREFORMED TAPE	EA	39	120.00	4,680.00
711-7	REMOVE EXISTING PAVEMENT MARKINGS, THERMOPLASTIC	LS	1	550.00	550.00
711-33	SKIP TRAFFIC STRIPE, THERMOPLASTIC (4" WHITE 10/30)	LF	5,690	.40	2,276.00
711-34	SKIP TRAFFIC STRIPE, THERMOPLASTIC (4" YELLOW 10/30)	LF	6,670	.65	3,002.00
711-35-121	SOLID TRAFFIC STRIPE, THERMOPLASTIC (12" WHITE)	LF	150	1.00	150.00
711-35-241	SOLID TRAFFIC STRIPE, THERMOPLASTIC (24" WHITE)	LF	225	2.00	450.00
711-37-41	SOLID TRAFFIC STRIPE, THERMOPLASTIC (4" WHITE)	LF	17,160	.30	5,148.00
711-38-41	SOLID TRAFFIC STRIPE, THERMOPLASTIC (4" YELLOW)	LF	9,025	.35	3,158.00
TOTAL OF SIGNING & PAVEMENT ITEMS					31,269.00
TOTAL BID (ALL ITEMS)					1,211,895.00

The Bidder further proposes and agrees to commence work under his contract on a date to be specified in a written order of the Owner and shall complete all work thereunder within the time schedule in the section titled "Instructions to Bidders."

Addendum Receipt: Bidders shall acknowledge below the receipt of all addenda, if any, to plans and specifications.

Addendum No. ONE (1) Dated 04/16/96

Addendum No. Dated

Addendum No. Dated

RESPECTFULLY SUBMITTED:

*[Signature]*  
 Signature Franklin Chapman

6085 GREENLAND ROAD  
 Street Address

JACKSONVILLE, FLORIDA 32258  
 City State Zip

MAY 1ST, 1996  
 Date

CU C049475  
 License Number

83255.1

BFU-4

THOMAS CHAPMAN

Proposed Superintendent:

Phyllis M. McLean

Attest:

*Phyllis M. McLean*

SEAL (If Bid is by a Corporation)

RICHARD CHAPMAN, TREASURER, ORANGE PARK, FLORIDA 32073 (904) 269-6809

MARJORIE CHAPMAN, CORP. SECTY. " " " " " " " " " " " "

FRANKLIN CHAPMAN, PRESIDENT 5200 GREENLAND ROAD, JACKSONVILLE, FL 32258 (904) 260-9415

(If Corporation, President, Secretary and Treasurer Identification)

# EXHIBIT A

## SUBCONTRACTOR LISTING

The following is a complete list of all the subcontractors to be used if the undersigned is awarded the Contract for this project

Type of Work	Name and Address of Subcontractor
WETLAND	PRUITT & ASSOCIATES (904) 731-7033
	5700 ST. AUGUSTINE ROAD JACKSONVILLE, FL 32207-8052
CONCRETE	CONCRETE PROFILES, INC. (904) 642-0066
	3226 ANNISTON ROAD JACKSONVILLE, FL 32216
STRIPING/SIGNS	ROSE SERVICES, INC. (904) 731-2272
	5944 RICHARD STREET JACKSONVILLE, FL 32216
GRASSING	FLORIDA CARTER CORPORATION (904) 262-2402
	12905 PHILLIPS HIGHWAY JACKSONVILLE, FL 32256
ASPHALT	DUVAL ASPHALT PRODUCTS (904)
	7544 PHILLIPS HIGHWAY JACKSONVILLE, FL 32256
FENCING	NEWSON FENCE COMPANY (904)
	3953 KELLY ROAD JACKSONVILLE, FL 32207

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# EXHIBIT A

## STATEMENT OF EXPERIENCE

Bidder: CHAPMAN CONSTRUCTION, INC.

6085 GREENLAND ROAD, JACKSONVILLE, FL 32258

How Long  
In Business

21 YEARS

at Current Address

21 YEARS

Principals

FRANKLIN CHAPMAN

Title

PRESIDENT

MARJORIE CHAPMAN

Title

CORPORATE SECRETARY

RICHARD CHAPMAN

Title

TREASURER

Type of Work  
Normally  
Performed:

UNDERGROUND SEWER AND WATER CONSTRUCTION

Projects of  
This Type  
Previously  
Completed:

1. HAMILTON ST AREA DRAINAGE IMPROVEMENTS, BOX CULVERTS & RELATED

FOR CITY OF JACKSONVILLE, FLORIDA Amount \$1,514,842.00

2. WATER MAIN FROM ALACHUA TO TURKEY CREEK FOR THE CITY OF

ALACHUA, FLORIDA Amount \$ 697,855.00

3. LIFT STATION REMOVAL & DRAINAGE IMPROVEMENTS DINSMORE ELEMENTARY

SCHOOL, DUVAL COUNTY SCHOOL BOARD Amount \$ 579,000.00

References:

1. GEORGE GROVES, ENGINEER, CITY OF JACKSONVILLE, FLORIDA

DPW, 220 E. BAY ST., JACKSONVILLE, FL 32202 Tel. No. (904) 630-1360

2.

PAUL O'DEA, ENGINEER, CITY OF ALACHUA, FLORIDA

P.O. BOX 9, ALACHUA, FLORIDA

Tel. No. (904) 462-1231

3.

EMORY FIERCE, ENGINEER, PUTNAM COUNTY, FLORIDA, DEPT. OF PUB. WORKS

P.O. BOX 310, E. PALATKA, FLORIDA

Tel. No. (904) 329-0205

MAINT. NUMBER

Financial  
Status:

EXCELLENT

BFU-7

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END OF SECTION

NOTE: Bidder may submit separate statement of experience with additional information. Attach to this page.

Other  
Pertinent  
Information:

Number of Personnel Available for Project:

10

Number of Personnel Currently Employed:

18

Equipment: LOADERS, BACKHOES, TRUCKS, GRADER, MILLING MACHINE, DOZER, ET AL.

## Construction Performance Bond

(EXECUTED IN FOUR COUNTERTPARTS) BOND NO. 8018676

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

CHAPMAN CONSTRUCTION, INC.  
6085 GREENLAND ROAD  
JACKSONVILLE, FLORIDA 32258FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
210 NORTH CHARLES STREET  
BALTIMORE, MARYLAND 21201

OWNER (Name and Address):

NASSAU COUNTY PUBLIC WORKS DEPARTMENT  
2290 STATE ROAD 200  
FERNANDINA BEACH, FLORIDA 32034-3056

CONSTRUCTION CONTRACT

Date: OCTOBER 23, 1996

Amount: \$1,211,895.00

Description (Name and Location):

14TH STREET PHASE II  
FERNANDINA BEACH, FLORIDA

(END)

Date (Not earlier than Construction Contract Date):

OCTOBER 23, 1996

Amount: \$1,211,895.00

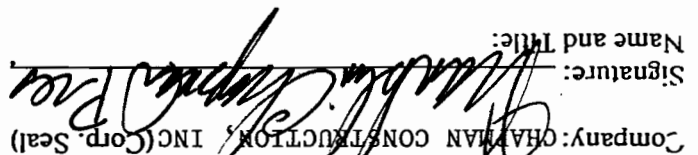
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: CHAPMAN CONSTRUCTION, INC. (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



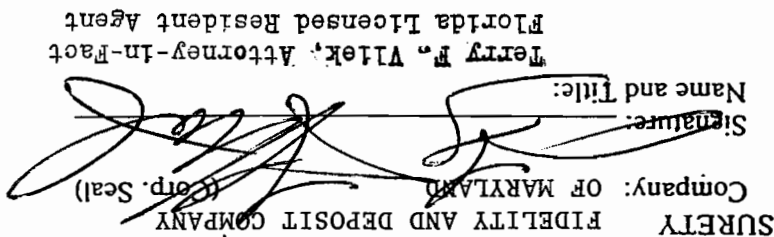
SURETY

FIDELITY AND DEPOSIT COMPANY

Company: OF MARYLAND (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

  
Terry F. Vilek, Attorney-in-Fact  
Florida Licensed Resident Agent

SURETY

Company: \_\_\_\_\_

(Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

*George J. Smith*  
GEORGE J. SMITH  
AUTHORIZED REPRESENTATIVE

CERTIFICATE HOLDER  
88E A JENSON, INC.  
9452 PHILLIPS HWY, STE 44  
JACKSONVILLE, FL  
ZIP CODE 32256

CANCELLATION

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
JOB: FOURTEENTH STREET PHASE II  
CERTIFICATEHOLDER IS NAMED AS AN ADDITIONAL INSURED.

CD	LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	POLICY LIMITS
		GENERAL LIABILITY	CD 7805341	09/21/96	09/21/97	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (ANY ONE FIRE) \$50,000 MED. EXPENSE (ANY ONE PERS) \$5,000
		AUTOMOBILE LIABILITY	BUA907805342	09/21/96	09/21/97	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACC) \$ PROPERTY DAMAGE \$
		EXCESS LIABILITY (X) UNDERLTA FORM ( ) OTHER THAN UNDERLTA FORM	A 707805343	09/21/96	09/21/97	EACH OCCURRENCE AGGREGATE \$1,000,000
		WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	503-1418600	01/01/96	01/01/97	( ) STATUTORY LIMITS EACH ACCIDENT \$500,000 DISEASE-POLICY LIMIT \$500,000 DISEASE-EACH EMPLOYEE \$500,000
		OTHER EQUIPMENT FLOATER	CO 007805341	09/21/96	09/21/97	LIMIT \$691,000.

COVERAGES

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

CUSTOMER # 11349  
PRODUCER  
GEORGE G SMITH & ASSOC  
1646 EMERSON ST  
JACKSONVILLE, FL  
ZIP CODE 32207

INSURED  
CHAFMAN CONSTRUCTION, INC  
4085 GREENLAND ROAD  
JACKSONVILLE, FLORIDA  
ZIP CODE 32258

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A TRANSCONTINENTAL INS  
COMPANY LETTER B CONTINENTAL CASUALTY  
COMPANY LETTER C PCA PROPERTY & CAS.  
COMPANY LETTER D  
COMPANY LETTER E

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

ISSUE DATE: 10/28/96

CUSTOMER # 11349

C E R T I F I C A T E O F I N S U R A N C E

ISSUE DATE: 10/28/96

PRODUCER  
GEORGE G SMITH & ASSOC  
1646 EMERSON ST  
JACKSONVILLE, FL

ZIP CODE 32207

COMPANIES AFFORDING COVERAGE  
COMPANY LETTER A TRANSCONTINENTAL INS  
COMPANY LETTER B CONTINENTAL CASUALTY  
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COMPANY LETTER D  
COMPANY LETTER E

INSURED  
CHAPMAN CONSTRUCTION, INC  
6085 GREENLAND ROAD  
JACKSONVILLE, FLORIDA  
ZIP CODE 32258

COVERAGES

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

CD	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	POLICY LIMITS
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A	GENERAL LIABILITY (X) COMMERCIAL GENERAL LIABILITY (X) CLAIMS MADE (X) OCCUR. ( ) OWNER'S & CONTRACTOR'S PROT.	CD 7805341	09/21/96	09/21/97	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (ANY ONE FIRE) MED. EXPENSE (ANY ONE PERSON) \$ 5,000
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A	AUTOMOBILE LIABILITY (X) ANY AUTO ( ) ALL OWNED AUTOS ( ) SCHEDULED AUTOS (X) HIRED AUTOS (X) NON-OWNED AUTOS ( ) DAMAGE LIABILITY	BU9907805342	09/21/96	09/21/97	COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACC) PROPERTY DAMAGE
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B	EXCESS LIABILITY (X) UMBRELLA FORM ( ) OTHER THAN UMBRELLA FORM	A 707805343	09/21/96	09/21/97	EACH OCCURRENCE AGGREGATE \$ 1,000,000
C	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	503-14166000	01/01/96	01/01/97	( ) STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE \$ 500,000 \$ 500,000 \$ 500,000
A	OTHER EQUIPMENT FLOATER	CD 007805341	09/21/96	09/21/97	LIMIT \$691,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
JOB: FOURTEENTH STREET - PHASE II

CERTIFICATE HOLDER  
HASSARD COUNTY DEPARTMENT  
OF PUBLIC WORKS  
2290 STATE RD 200  
FERNANDINA BEACH, FL  
ZIP CODE 32034-3056

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

AUTHORIZED REPRESENTATIVE  
GEORGE G. SMITH

*George G. Smith*

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor: 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice a claim is being made under this Bond by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract

and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontractors, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architect-natural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

The provisions and limitations of Section 255.05 or Section 713.23, Florida Statutes, whichever is applicable to the contract, are incorporated in this bond by reference.

(FOR INFORMATION ONLY—Name, Address and Telephone)  
AGENT or BROKER:  
OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Terry F. Vilek of Jacksonville, Florida, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.  
IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of August, A.D. 1988

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ATTEST:

Assistant Secretary

C. W. Robbins

By

Vice-President

C. M. Pecot, Jr.

STATE OF MARYLAND  
CITY OF BALTIMORE

SS:

On this 15th day of August, A.D. 1988, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



CERTIFICATE

Notary Public Commission Expires July 1, 1990

C. J. Felt

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.  
This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.  
RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."  
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 23RD day of OCTOBER, 1996.

031-5226

Assistant Secretary

J. H. Hogan

## Construction Payment Bond

(EXECUTED IN FOUR COUNTERTPARTS)

BOND NO. 8018676

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

CONTRACTOR (Name and Address):  
 CHAPMAN CONSTRUCTION, INC.  
 6085 GREENLAND ROAD  
 JACKSONVILLE, FLORIDA 32258

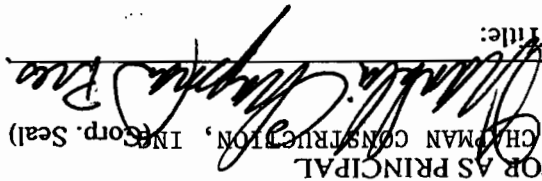
SURETY (Name and Principal Place of Business):  
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
 210 NORTH CHARLES STREET  
 BALTIMORE, MARYLAND 21201

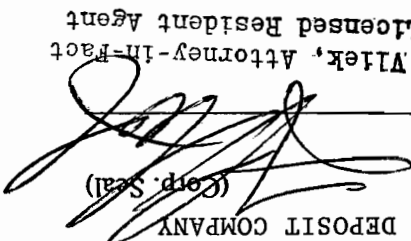
OWNER (Name and Address):

NASSAU COUNTY PUBLIC WORKS DEPARTMENT  
 2290 STATE ROAD 200  
 FERNANDINA BEACH, FLORIDA 32034-3056

CONSTRUCTION CONTRACT  
 Date: OCTOBER 23, 1996  
 Amount: \$1,211,895.00  
 Description (Name and Location):  
 14TH STREET PHASE II  
 FERNANDINA BEACH, FLORIDA

BOND  
 Date (Not earlier than Construction Contract Date): OCTOBER 23, 1996  
 Amount: \$1,211,895.00  
 Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL  
 Signature:   
 Name and Title: \_\_\_\_\_  
 Company: CHAPMAN CONSTRUCTION, INC. (Corp. Seal)

SURETY FIDELITY AND DEPOSIT COMPANY  
 Signature:   
 Name and Title: Terry F. Vilek, Attorney-in-Fact  
 Company: OF MARYLAND (Corp. Seal)  
 Florida Licensed Resident Agent

CONTRACTOR AS PRINCIPAL  
 Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Company: \_\_\_\_\_ (Corp. Seal)

SURETY  
 Signature: \_\_\_\_\_  
 Name and Title: \_\_\_\_\_  
 Company: \_\_\_\_\_ (Corp. Seal)



the provisions and limitations of Section 255.05 or Section 713.23, Florida Statutes, which however is applicable to the contract, are incorporated in this bond by reference.

with the other terms thereof.  
remedied nor waived, to pay the Contractor as required by the  
Construction Contract or to perform and complete or comply

12.4. Owner Default: Failure of the Owner, which has neither been  
with the terms of the Construction Contract.

12.3. Contractor Default: Failure of the Contractor, which has neither  
Contract Documents and changes thereto.

12.2. Construction Contract: The agreement between the Owner and  
the Contractor identified on the signature page, including all  
under the Construction Contract.

12.1. Balance of the Contract Price: The total amount payable by the  
Owner to the Contractor under the Construction Contract after  
all proper adjustments have been made, including allowance to  
the Contractor of any amounts received or to be received by  
the Owner in settlement of insurance or other claims for dam-  
ages to which the Contractor is entitled, reduced by all valid  
and proper payments made to or on behalf of the Contractor  
under the Construction Contract.

12. Definitions.

11. When this Bond has been furnished to comply with a statutory or  
other legal requirement in the location where the construction was to be  
performed, any provision in this Bond conflicting with said statutory or  
legal requirement shall be deemed deleted herefrom and provisions con-  
forming to such statutory or other legal requirement shall be deemed  
incorporated herein. The intent is that this Bond shall be construed as a  
statutory bond and not as a common law bond.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or  
delivered to the address shown on the signature page.

9. Any proceeding, legal or equitable, under this Bond may be instituted  
in any court of competent jurisdiction in the location in which the work  
or part of the work is located and shall be instituted within two years after  
Contractor Default or within two years after the Contractor ceased work-  
ing or within two years after the Surety refuses or fails to perform its  
obligations under this Bond, whichever occurs first. If the provisions of  
this Paragraph are void or prohibited by law, the minimum period of  
limitation available to sureties as a defense in the jurisdiction of the suit  
shall be applicable.

8. The Surety hereby waives notice of any change, including changes of  
orders and other obligations.

7. The Surety shall not be liable to the Owner or others for obligations of  
performance or non-performance of the Contractor.  
the Construction Contract, actual damages caused by delayed  
6.3. Liquidated damages, or if no liquidated damages are specified in  
failure to act of the Surety under Paragraph 4; and

6.2. Additional legal, design professional and delay costs resulting  
work and completion of the Construction Contract;  
6.1. The responsibilities of the Contractor for correction of defective  
for:

6. After the Owner has terminated the Contractor's right to complete the  
Construction Contract, and if the Surety elects to act under Subparagraph  
4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner  
shall not be greater than those of the Contractor under the Construction  
Contract, and the responsibilities of the Owner to the Surety shall not be  
greater than those of the Owner under the Construction Contract. To the  
limit of the amount of this Bond, but subject to commitment by the Owner  
of the Balance of the Contract Price to mitigation of costs and damages  
on the Construction Contract, the Surety is obligated without duplication

enforce any remedy available to the Owner.  
whole or in part, without further notice of the Owner shall be entitled to  
Owner refuses the payment tendered or the Surety has denied liability.

1. After investigation, determine the amount for which it may be  
liable to the Owner and, as soon as practicable after the amount  
is determined, tender payment therefor to the Owner; or  
2. Deny liability in whole or in part and notify the Owner citing  
reasons therefor.

4.4. Waive its right to perform and complete, arrange for completion,  
or obtain a new contractor and with reasonable promptness under  
the circumstances;  
4.3. Obtain bids or negotiated proposals from qualified contractors  
and payment bonds executed by a qualified surety equivalent to  
the bonds issued on the Construction Contract, and pay to the  
Owner the amount of damages as described in Paragraph 6 in  
excess of the Balance of the Contract Price incurred by the Owner  
resulting from the Contractor's default; or

4.2. Undertake to perform and complete the Construction Contract; or

4.1. Arrange for the Contractor, with consent of the Owner, to perform  
and complete the Construction Contract; or

When the Owner has satisfied the conditions of Paragraph 3, the Surety  
will promptly and at the Surety's expense take one of the following  
actions:  
4.1. Arrange for the Contractor, with consent of the Owner, to perform  
and complete the Construction Contract; or

4.2. Undertake to perform and complete the Construction Contract; or

4.3. Obtain bids or negotiated proposals from qualified contractors  
and payment bonds executed by a qualified surety equivalent to  
the bonds issued on the Construction Contract, and pay to the  
Owner the amount of damages as described in Paragraph 6 in  
excess of the Balance of the Contract Price incurred by the Owner  
resulting from the Contractor's default; or

4.4. Waive its right to perform and complete, arrange for completion,  
or obtain a new contractor and with reasonable promptness under  
the circumstances;

3.3. The Owner has agreed to pay the Balance of the Contract Price  
to the Surety in accordance with the terms of the Construction  
Contract or to a contractor selected to perform the Construction  
Contract in accordance with the terms of the contract with the  
Owner.

3.2. The Owner has declared a Contractor Default and formally ter-  
minated the Contractor's right to complete the contract. Such  
Contractor Default shall not be declared earlier than twenty days  
after the Contractor and the Surety have received notice as pro-  
vided in Subparagraph 3.1; and

3.1. The Owner has notified the Contractor and the Surety at its address  
described in Paragraph 10 below, that the Owner is considering  
declaring a Contractor Default and has requested and attempted  
to arrange a conference with the Contractor and the Surety to be  
held not later than fifteen days after receipt of such notice to  
discuss methods of performing the Construction Contract. If the  
Owner, the Contractor and the Surety agree, the Contractor shall  
be allowed a reasonable time to perform the Construction Con-  
tract, but such an agreement shall not waive the Owner's right, if  
any, subsequently to declare a Contractor Default; and

3.1. The Owner has notified the Contractor and the Surety at its address  
described in Paragraph 10 below, that the Owner is considering  
declaring a Contractor Default and has requested and attempted  
to arrange a conference with the Contractor and the Surety to be  
held not later than fifteen days after receipt of such notice to  
discuss methods of performing the Construction Contract. If the  
Owner, the Contractor and the Surety agree, the Contractor shall  
be allowed a reasonable time to perform the Construction Con-  
tract, but such an agreement shall not waive the Owner's right, if  
any, subsequently to declare a Contractor Default; and

3.2. The Owner has declared a Contractor Default and formally ter-  
minated the Contractor's right to complete the contract. Such  
Contractor Default shall not be declared earlier than twenty days  
after the Contractor and the Surety have received notice as pro-  
vided in Subparagraph 3.1; and

3.3. The Owner has agreed to pay the Balance of the Contract Price  
to the Surety in accordance with the terms of the Construction  
Contract or to a contractor selected to perform the Construction  
Contract in accordance with the terms of the contract with the  
Owner.

When the Owner has satisfied the conditions of Paragraph 3, the Surety  
will promptly and at the Surety's expense take one of the following  
actions:

4.1. Arrange for the Contractor, with consent of the Owner, to perform  
and complete the Construction Contract; or

4.2. Undertake to perform and complete the Construction Contract; or

4.3. Obtain bids or negotiated proposals from qualified contractors  
and payment bonds executed by a qualified surety equivalent to  
the bonds issued on the Construction Contract, and pay to the  
Owner the amount of damages as described in Paragraph 6 in  
excess of the Balance of the Contract Price incurred by the Owner  
resulting from the Contractor's default; or

4.4. Waive its right to perform and complete, arrange for completion,  
or obtain a new contractor and with reasonable promptness under  
the circumstances;

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. BECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Terry F. Vilek of Jacksonville, Florida, .....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings. ....

and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of August, A.D. 1988.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ATTEST:

Assistant Secretary

*C. W. Robbins*

By

Vice-President

*C. M. Becot, Jr.*

STATE OF MARYLAND  
CITY OF BALTIMORE

SS:

On this 15th day of August, A.D. 1988, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and said, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and

year first above written.



CERTIFICATE

Notary Public Commission Expires July 1, 1990

*[Signature]*

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 23RD day of OCTOBER, 1996.

031-5226

Assistant Secretary

*[Signature]*

# STANDARD

## GENERAL CONDITIONS

### OF THE

## CONSTRUCTION CONTRACT

Prepared by

Engineers Joint Contract Documents Committee

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS  
AMERICAN CONSULTING ENGINEERS COUNCIL  
AMERICAN SOCIETY OF CIVIL ENGINEERS  
CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by



The Associated General Contractors of America

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

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## GENERAL CONDITIONS

### ARTICLE I—DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

ment, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER'S written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

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

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

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

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

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

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

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

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

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

1.43. *Work*—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.44. *Work Change Directive*—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

1.45. *Written Amendment*—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

## ARTICLE 2—PRELIMINARY MATTERS

### Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

### Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### Commencement of Contract Times; Notice to Proceed:

2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the

Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### Starting the Work:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

### Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2.6.2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7. Before any Work at the site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

### Preconstruction Conference:

2.8. Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference

performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

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

#### *Amending and Supplementing Contract Documents:*

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

3.5.1. a formal Written Amendment,

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

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

3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1. a Field Order (pursuant to paragraph 9.5),

3.6.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

#### *Reuse of Documents:*

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

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

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

##### *Availability of Lands:*

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

##### *4.2. Subsurface and Physical Conditions:*

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

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

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

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

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

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

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

#### Reference Points:

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

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

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

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

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

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

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



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

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

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

5.4.9. include completed operations insurance;

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

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

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

5.4.13. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

#### OWNER'S Liability Insurance:

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

#### Property Insurance:

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

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

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

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

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

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

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

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

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

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

*Partial Utilization—Property Insurance:*

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

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

*Supervision and Superintendence:*

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

*Labor, Materials and Equipment:*

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

*Progress Schedule:*

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

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

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

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

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

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

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

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

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

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

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

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER'S Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

#### *Patent Fees and Royalties:*

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

#### *Permits:*

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

#### *Laws and Regulations:*

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

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

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

#### *Taxes:*

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



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

#### **Hazard Communication Programs:**

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

#### **Emergencies:**

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

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

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

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

#### **6.25. Submittal Procedures:**

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

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

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

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

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

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

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

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

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

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

## ARTICLE 7—OTHER WORK

### *Related Work at Site:*

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

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

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

### *Coordination:*

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

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

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

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

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

## ARTICLE 8—OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

#### *Shop Drawings, Change Orders and Payments:*

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

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

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

#### *Determinations for Unit Prices:*

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

#### *Decisions on Disputes:*

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

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

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

#### *9.13. Limitations on ENGINEER's Authority and Responsibilities:*

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

11.2. be valid if not submitted in accordance with this paragraph

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

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

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

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

#### *Cost of the Work:*

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

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

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

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

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

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

11.4.5. Supplemental costs including the following:

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

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

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

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

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

**Cash Allowances:**

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

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

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

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

**11.9. Unit Price Work:**

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

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

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

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

**ARTICLE 12—CHANGE OF CONTRACT TIMES**

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

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

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

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

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



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

#### *Correction or Removal of Defective Work:*

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

#### *13.12. Correction Period:*

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

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

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

#### *Acceptance of Defective Work:*

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

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

#### *OWNER May Correct Defective Work:*

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

### ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

#### *Schedule of Values:*

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

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

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

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

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

#### *Substantial Completion:*

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

ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

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

#### *Partial Utilization:*

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

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

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

#### *Final Inspection:*

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

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

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

15.2.2. if CONTRACTOR disregards the authority of ENGINEER; or

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

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

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

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

## ARTICLE 16—DISPUTE RESOLUTION

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

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

15.4.4. for reasonable expenses directly attributable to termination.

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

### *CONTRACTOR May Stop Work or Terminate:*

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

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



SUPPLEMENTARY CONDITIONS  
TO THE  
GENERAL CONDITIONS

The following supplements modify, change from or add to the Standard General Conditions of the Construction Contract, EJCDC Document 1910-8, 1990 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

ARTICLE 1 - DEFINITIONS

Add the following sentence to 1.25 Notice of Award: "When requested by OWNER, the Notice of Award may be issued by the ENGINEER."

Add the following sentence to 1.26 Notice to Proceed: "When requested by OWNER, the Notice to Proceed may be issued by ENGINEER."

Add the following terms after Paragraph 1.45:

1.46 ARCHITECT/ENGINEER - The person, firm or corporation named as the ENGINEER in the Agreement.

1.47 Provide - As used in the Project Manual, means to furnish and install, complete and ready for intended use.

1.48 Product - As used in the Project Manual, includes materials, fabrications, systems and equipment.

1.49 Project Manual - The volume of written construction documents, including the Bidding Documents, sample forms, and the Contract Documents, such as the Conditions of the Contract and the Specifications.

ARTICLE 2 - PRELIMINARY MATTERS

In the first line of Paragraph 2.2., change the term "...ten..." to read "...three..."

Delete Paragraph 2.3. and replace with the following:

2.3. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the OWNER-CONTRACTOR Agreement or such other date as may be established therein.

Add the following to Paragraph 2.5.:

2.5.1. CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.

2.5.2. By executing the Contract, CONTRACTOR represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Add the following sentence to Paragraph 3.1.: "CONTRACTOR shall be responsible for the construction and coordination of the parts, and all systems provided shall be completely compatible and fully functional without additional cost to OWNER."

Add the following to Paragraph 3.2.:

3.2.1. Sections of Division One - General Requirements govern the execution of all sections of the Specifications.

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

In the second line of Paragraph 4.2.1., change the term "...Supplementary Conditions..." to read "...bidding requirements..."

In the fifth and sixth lines of Paragraph 4.2.2., change the term "Supplementary Conditions..." to read "...bidding requirements..."

ARTICLE 5 - BONDS AND INSURANCE

In the first line of Paragraph 5.4., following the word "...maintain...", insert the words, "...in a company or companies licensed to do business in the State of Florida,..."

Add the following after Paragraph 5.4.13:

5.4.14. The limits of liability for the insurance required shall provide coverage for not less than the following amounts.

A. Workers' Compensation, etc. under paragraphs 5.4.1 and 5.4.2:

1. State Statutory

2. Applicable Federal  
(e.g. Longshoreman's  
and/or Maritime)

Statutory

3. Employer's Liability

Limits Provided Below

B.

Contractor's Liability Insurance  
under paragraphs 5.4.3 through 5.4.5,  
which shall also include completed  
operations and product liability  
coverages and eliminate the exclusion  
with respect to property under the  
care, custody and control of Contractor.

1. Comprehensive General Liability

\$500,000 each person

2. Bodily Injury Including Death  
(each occurrence)

\$1,000,000

3. Property Damage \$500,000 each occurrence \$1,000,000 aggregate

C. Automobile Liability under paragraph 5.4.6:

1. Bodily Injury:

Each Person \$500,000

Each Accident \$500,000

Property Damage:

Each Occurrence \$100,000

D. The Contractual Liability coverage required by paragraph 5.4.10 shall provide coverage for not less than the following amounts:

1. General Aggregate \$1,000,000

2. Bodily Injury and Property Damage Combined Each Occurrence \$500,000

Delete Paragraph 5.6. and substitute the following:

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

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

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

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

5.6.4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

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

5.6.6. The form of policy for this coverage shall be Completed Value.

In the first line of Paragraph 5.7., change the term "...OWNER..." to read "...CONTRACTOR..."

In the third line of Paragraph 5.8., change the term "...OWNER..." to read "...CONTRACTOR..."

Delete Paragraph 5.9. in its entirety.

Delete Paragraph 5.10. in its entirety.

In the twenty-fourth line of Paragraph 5.11., change the term "...OWNER" to read "...CONTRACTOR..."

In the third and sixth lines of Paragraph 5.12., change the terms "...OWNER..." to read "...CONTRACTOR..."

Delete the last sentence of Paragraph 5.12. in its entirety.

In the first, fourth, fifth and eighth lines of Paragraph 5.13., change the term "...OWNER..." to read "...CONTRACTOR..."

#### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Add the following after Paragraph 6.5.:

6.5.1. The use of asbestos or asbestos-based fiber materials is prohibited in this Project.

Delete Paragraph 6.7. in its entirety.

Delete Paragraph 6.7.2. in its entirety.

Add the following after Paragraph 6.13:

6.13.2. CONTRACTOR shall pay charges of utility owners for connections to the Work, and OWNER will pay charges of such utility owners for capital costs related thereto such as plant investment fees.

Delete the last sentence of Paragraph 6.19. and substitute the following: "These shall be available to ENGINEER for examination during construction and shall be delivered to ENGINEER for OWNER upon Substantial Completion of the Work."

At the end of Paragraph 6.20, add the following sentences: "The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the

Project shall comply with the applicable trench safety standards."

In the sixth line of Paragraph 6.31, change the parenthetical insert to read as follows:  
"... (including but not limited to fees and charges of ENGINEER, other engineers, architects,  
attorneys and other professionals, particularly including, but not limited to reasonable  
ENGINEER's attorney's fees, and court costs)..."

Add the following after Paragraph 6.31:

6.31.1. In conformance with the requirements of Section 725.06, Florida Statutes, the specific  
considerations for CONTRACTOR's promises are:

- A. One dollar (\$1.00) in hand paid by OWNER, ENGINEER, and ENGINEER's  
employees to CONTRACTOR, receipt whereof is hereby acknowledged and the  
adequacy of which CONTRACTOR accepts as completely fulfilling the obligations  
of OWNER, ENGINEER, and ENGINEER's employees under the requirements of  
Section 725.06, Florida Statutes, and;
- B. The entry of OWNER and CONTRACTOR into the construction contract because,  
but for CONTRACTOR's promises as contained in the General Conditions,  
OWNER would not have entered into the construction contract with CON-  
TRACTOR.

#### ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Change the first sentence of Paragraph 9.1. to read as follows: "If OWNER and ENGINEER  
agree, ENGINEER will be OWNER's representative during the construction period."

#### ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Add the following sentence to Paragraph 13.12.1.: "Specific and special warranties specified in  
the Contract Documents are in addition to, and not in lieu of, the contractors general warranty.  
CONTRACTOR shall not be relieved of general warranty obligations by the specification of  
specific products or procedures."

#### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

In the first sentence of Paragraph 14.2, change the phrase "At least twenty days before each  
progress payment is scheduled (but not more often than once a month), ..." to read "By no later  
than the first day of the month, ...".

In the eighth line of Paragraph 14.4, change the beginning of the last sentence from "Ten  
days..." to read "Forty-five days..."

Add the following after Article 17:

#### ARTICLE 18 - CERTIFICATION OF WAGE RATES

Wage Rate Requirements:

18.1. Employees directly employed in the Work by CONTRACTOR, Subcontractors and sub-tier  
contractors shall be paid not less than the general prevailing rate of per diem wages for work of a

similar character in the locality in which the work is performed.  
CONTRACTOR, his Subcontractors and sub-tier contractors shall comply with the applicable Civil Statutes of the State of Florida.

18.2. The general prevailing rate of per diem wages shall be the rate determined by OWNER as listed on the attached Prevailing Wage Rate Schedule. Contact OWNER for wage rates not included on the attached Schedule.

18.2. Contact OWNER for a Prevailing Wage Rate Schedule for general prevailing rates to be used.

END OF SECTION

DIVISION 1  
TECHNICAL PROVISIONS