

BID NO. NC015-01

A G R E E M E N T

THIS AGREEMENT entered into this 28th day of March, 2003, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and **KIMMINS CONTRACTING CORP.**, whose address is 1501 2<sup>ND</sup> AVENUE, TAMPA, FL 33605, doing business as (a corporation, a partnership, or an individual), hereinafter referred to as "Contractor".

WITNESSETH: For and in consideration of the payments and agreements hereinafter mentioned, the parties agree as follows:

1. Contractor shall perform all work and furnish all necessary labor, equipment, material, and transportation for REMOVAL OF DERELICT DREDGE, NASSAU COUNTY, FLORIDA, BID NO. NC015-01, hereinafter referred to as the "Work".

2. The Work includes, but is not limited to, the removal of a derelict dredge from the east side of the Amelia River, just south of the St. Mary's Inlet. Said barge shall be removed from the waterway in accordance with the standards of all necessary permitting agencies, therefore, individual or firm will be responsible for obtaining any and all necessary permits for the removal of said barge. The individual or firm will be responsible for the disposal of all materials removed from the waterway. The individual or firm is responsible and liable for any and all environmental claims as a result of the dredge removal.

3. The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice to Proceed and will **SUBSTANTIALLY FULLY** complete the same within one hundred fifty (150) consecutive calendar days, and fully complete the Project in a total of one hundred eighty (180) consecutive calendar days after the date of the Notice to Proceed all demolition, removal and disposal of the dredge and related materials on or before June 7, 2003. unless the period for completion is extended otherwise by the Contract Documents.

~~Time is of the essence in the construction of this Project. The Owner will suffer financial damage if this Project is not substantially completed on the date set forth in the Contract Documents. Therefore, the Owner and the Contractor specifically agree that the Contractor shall pay to the Owner the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day or any part thereof elapsing between the date established as provided in Section 12 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after sixty (60) calendar days after the date of substantial completion of the Project is achieved, the Project is not fully and finally complete, then the sum of Three Hundred and no/100 Dollars (\$300.00) per calendar day of any part thereof elapsing between the established date of final completion and the actual date of final completion shall be paid to the Owner by the Contractor.~~

~~These amounts to be paid to the Owner by the Contractor shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the Owner because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may be at the sole option of the Owner and may be deducted and retained out of the sums payable to the Contractor. If not so deducted, the Contractor shall remain liable therefore.~~

3. The Owner has determined and declared the above-named Contractor to be the lowest responsible bidder on the above referenced Project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal, to-wit:

Four Hundred Forty Nine Thousand Five Hundred Dollars and No/100 (\$449,500.00) (Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Perform the removal of a derelict dredge from the east side of the Amelia River, just south of the St. Mary's Inlet. Said dredge shall be removed from the waterway in accordance with the standards of all necessary permitting agencies, therefore, individual or firm will be responsible for obtaining any and all necessary permits for the removal of said dredge. The individual or firm will be responsible for the disposal of all materials removed from the waterway.

Contractor shall verify all site conditions pertaining to the removal of the derelict vessel prior to initiating any work pursuant to the contract to remove said vessel.

The Owner reserves the right to make additions or deletions to bid quantities and/or portions of the bid at the bid item prices.

4. The Owner will pay the Contractor in a manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

5. The term "Contract Documents" means and includes the following:

- a. Advertisement for Bids
- b. Information for Bidders
- c. Bid Form
- d. Sworn Statement
- e. Bid Bond
- f. Agreement
- g. Notice of Award
- h. Notice to Proceed
- i. Change Order Request
- j. Performance Bond
- k. Payment Bond
- l. Hold Harmless Agreement
- m. General Conditions

6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

7. Appropriations necessary for the funding of this Agreement have been secured through a grant from Florida Fish and Wildlife Conservation Commission. Contractor acknowledges that this is the sole and entire funding source for this project and that there are no funds available from the Board of County Commissioners. The Contractor is solely responsible for any and all costs beyond the total dollar amount of this agreement including any changes in the scope of work set forth in the Agreement. All work completed pursuant to this contract must be completed on or before June 7, 2003. Failure to complete said work will result in non-payment.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



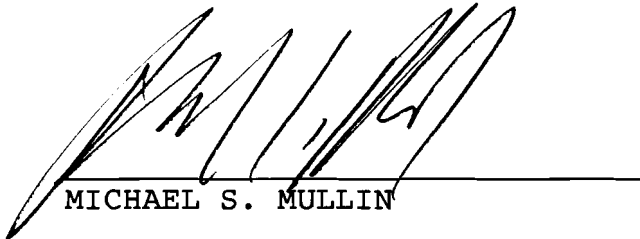
VICKIE SAMUS  
Its: Chairman

ATTEST:




J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

CONTRACTOR:

  
By: John V. Simon, Jr.  
Its: President

NOTICE OF AWARD

TO: KIMMINS CONTRACTING CORP.  
1501 2<sup>ND</sup> AVENUE  
TAMPA, FL 33605

PROJECT DESCRIPTION:

REMOVAL OF DERELICT DREDGE  
NASSAU COUNTY, FLORIDA  
Bid No.: NC015-01

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated March 7, 2003, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$449,500.00.

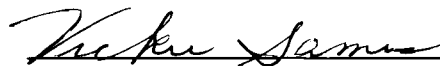
You are required by the Information for Bidders to furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said Bonds and certificates of insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as such you forfeit your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

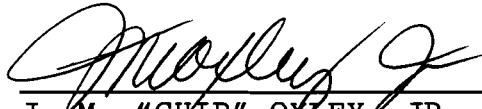
You are required to return an acknowledged copy of this Notice of Award to the Owner.

DATED this 28th day of March, 2003.

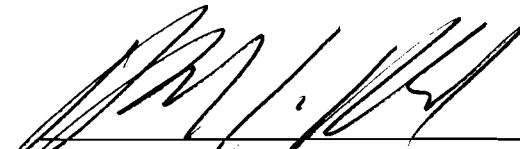
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
VICKIE SAMUS  
Its: Chairman

ATTEST:

  
\_\_\_\_\_  
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

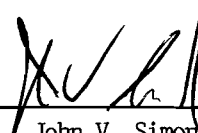
Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged  
by:

\_\_\_\_\_ Kimmins Contracting Corp. \_\_\_\_\_, this 2nd day  
of April \_\_\_\_\_, 2003.

  
\_\_\_\_\_  
By: John V. Simon, Jr.  
Its: President

NOTICE TO PROCEED

To: KIMMINS CONTRACTING, CORP. Date: March 28, 2003

1501 2<sup>ND</sup> AVENUE Project: Bid No. NC015-01

TAMPA, FL 33605

You are hereby notified to commence work in accordance with the Agreement dated the 28th day of March, 2003, on or before the 7th day of April, 2003, and you are to fully complete the Work, which includes all demolition, removal and disposal of the dredge and related materials on or before June 7, 2003. The funding for this project is pursuant to a grant from the Florida Fish and Conservation Commission. The grant requires one hundred percent (100%) completion on or before June 7, 2003 or no funds will be distributed.

OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



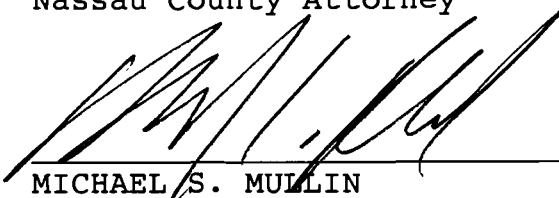
VICKIE SAMUS  
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

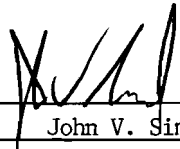
Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice To Proceed is hereby  
acknowledged by:

\_\_\_\_\_ Kimmins Contracting Corp. \_\_\_\_\_, this 2nd day  
of April \_\_\_\_\_, 2003 .

  
\_\_\_\_\_  
By: John V. Simon, Jr.  
Its: President



Nassau County  
Department of Public Works

County   
Contractor

Field

Other

**CHANGE ORDER REQUEST**

PROJECT: \_\_\_\_\_ CHANGE ORDER NUMBER: \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

TO CONTRACTOR: \_\_\_\_\_

The Contract is changed as follows:

Original Contract Sum \$  
\_\_\_\_\_

Net change by Previous Change Order \$  
\_\_\_\_\_

Contract Sum Prior to This Change Order \$  
\_\_\_\_\_

Amount of This Change Order (Add/Deduct) \$  
\_\_\_\_\_

New Contract Sum, Including this Change  
Order \$  
\_\_\_\_\_

The Contract Time for substantial completion will be  
(increased) (decreased) (unchanged) by \_\_\_\_\_  
days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Resident Project Representative

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Contractor

Approved by: \_\_\_\_\_ DATE: \_\_\_\_\_  
County Coordinator

INSERT CERTIFICATE(S) OF INSURANCE

**PERFORMANCE AND PAYMENT BOND**

**(Public Work)**

In compliance with F.S. Chapter 255.05(1)(a)

**BOND NO.: SX3938**

**CONTRACTOR:**

**Name:** Kimmins Contracting Corp.  
**Address:** 1501 Second Avenue  
Tampa, FL 33605

**Phone No.** (813) 248-3878

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**SURETY:**

**Name:** St. Paul Mercury Insurance Company  
**Address:** 10 Inverness Parkway, Suite 600  
Birmingham, AL 35242-4804

**Phone No.** (205) 995-2540

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**OWNER:**

**Name:** Board of County Commissioners Nassau County  
P. O. Box 1010  
Fernandina Beach, FL 32035-1010

**Phone No:**

**OBLIGEE:** (If contracting entity is different from the owner, the contracting public entity)

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone No.** \_\_\_\_\_

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**Bond Amount:** \$449,500.00

**Bid No.** NC015-01

**Description of Work:** Removal of Derelict Dredge

**Project Location:** Nassau County

**Legal Description:** \_\_\_\_\_  
\_\_\_\_\_

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

4-11-03

Original sent to Mary in Limerick  
for placement in safe deposit box

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That  
 KIMMINS CONTRACTING CORP. (Name of Contractor)  
 1501 2ND AVENUE, TAMPA, FL 33605 (Address of  
 Contractor), a FLORIDA, (corporation, partnership,  
 individual), hereinafter called "Principal",  
 ST. PAUL MERCURY INSURANCE COMPANY (Name of Surety), and the BOARD OF  
 COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political  
 subdivision of the State of Florida, hereinafter referred  
 to as "Owner", total aggregate penal sum of FOUR HUNDRED FORTY NINE THOUSAND  
 Dollars (\$449,500.00), in lawful money of the United <sup>FIVE HUNDRED 00/10</sup>  
 States, for the payment of which sum well and truly to be  
 made, we bind ourselves, our heirs, executors,  
 administrators, successors, and assigns, jointly and  
 severally, firmly by these presents.

The CONDITION OF THIS OBLIGATION is such that whereas,  
 the Principal entered into a certain contract with the  
 Owner, dated the 28th day of March, 2003, a copy  
 of which is attached hereto and made a part hereof for the  
 construction of:

REMOVAL OF DERELICT DREDGE  
 NASSAU COUNTY, FLORIDA  
 Bid No.: NC015-01

NOW, THEREFORE, if the Principal shall well, truly,  
 and faithfully perform its duties, all the undertakings,  
 covenants, terms, conditions, and agreements of said  
 contract during the original term thereof, and any and all  
 extensions thereof which may be granted by the Owner, with  
 or without NOTICE TO THE SURETY and during the one (1) year  
 guaranty period and IF THE PRINCIPAL shall satisfy all  
 claims and demands incurred under such contract, and shall  
 fully indemnify and save harmless the Owner from all costs  
 and damages which it may suffer by reasons of failure to do  
 so, and shall reimburse and repay the Owner all outlay and  
 expense which the Owner may incur in making good any  
 default, then this obligations shall be void, otherwise to  
 remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value  
 received hereby stipulates and agrees that no change,  
 extension of time, alteration or addition to the terms of  
 the contract or to Work to be performed thereunder or the  
 SPECIFICATIONS accompanying same shall in any way affect

its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or attain to the terms of the contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more the twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the contract as so amended. The Term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be satisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in 2 (number), one of which shall be deemed an original, this 2nd day of April, 2003.

KIMMINS CONTRACTING CORP.

Principal

ATTEST:

Karl Burgin  
(Principal) Secretary

(Seal)

Colleen M. Simon  
(Witness as to Principal)

By: [Signature]  
John V. Simon, Jr., President

1501 2ND AVENUE, TAMPA, FL 33605

(address)

Kimberly A. Tavernier  
KIMBERLY A. TAVERNIER  
WITNESS TO SURETY  
Linda Meyer  
LINDA MEYER  
WITNESS TO SURETY

ST. PAUL MERCURY INSURANCE COMPANY  
[Signature]  
ANETT CARDINALE, ATTORNEY IN FACT  
FLORIDA LICENSED RESIDENT AGENT  
(813) 281-2095

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That KIMMINS CONTRACTING CORP. (Name of Contractor) 1501 2ND AVENUE, TAMPA, FL 33605 (Address of Contractor), a FLORIDA, (corporation, partnership, individual), hereinafter called "Principal", ST. PAUL MERCURY INSURANCE COMPANY (Name of Surety), hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1010, Fernandina Beach, FL 32035, hereinafter referred to as "Owner", and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of FOUR HUNDRED \* Dollars (\$ 449,500.00 ), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

\*FORTY NINE THOUSAND FIVE HUNDRED AND 00/100-

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 28th day of March, 2000, a copy of which is attached hereto and made a part hereof for the construction of:

REMOVAL OF DERELICT DREDGE  
NASSAU COUNTY, FLORIDA  
Bid No.: NC015-01

NOW, THEREFORE, if the Principal shall promptly make payment of all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and for all labor cost incurred in such work, including that by a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the Principal to its subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notices shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or server in any manner in which legal process may be served in the State of Florida, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it is being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful



performance of the Contract as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the contract, or the Loan Documents, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in 2 (number), one of which shall be deemed an original, this 2nd day of April, 2003.

PRINCIPAL:

Colleen M. Simon  
Colleen M. Simon  
(Printed Name of Witness)

Diana Cooper  
Diana Cooper  
(Printed Name of Witness)

Kimberly A. Tavernier  
(Printed Name of Witness)  
KIMBERLY A. TAVERNIER

Linda Meyer  
LINDA MEYER  
(Printed Name of Witness)

KIMMINS CONTRACTING CORP.

By: [Signature]  
Its: John V. Simon, Jr., President

SURETY:

ST. PAUL MERCURY INSURANCE COMPANY

By: [Signature]  
Its:

ANETT CARDINALE, ATTORNEY IN FACT  
FL LICENSED RESIDENT AGENT  
(813) 281-2095

NOTE: Date of Bond must not be prior to the date of the Contract.

If Contractor is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570,

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 23418

Certificate No. 1574071

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

**James W. Dunn, David H. Carr, James H. Hurst, Barbara N. Clindaniel, Kimberly A. Tavernier and Anett Cardinale**

of the City of Tampa, State Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and sealed this 11<sup>th</sup> day of November, 2002.

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.



*[Signature]*  
PETER W. CARMAN, Vice President  
*[Signature]*  
THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland  
City of Baltimore

On this 11<sup>th</sup> day of November, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



*[Signature]*

REBECCA EASLEY-ONOKALA, Notary Public

**St Paul Surety**

St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
Seaboard Surety Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Medical Liability Insurance Company

Bond No. SX3938

**RIDER CONTAINING  
DISCLOSURE NOTICE OF TERRORISM COVERAGE**

This disclosure notice is required by the Terrorism Risk Insurance Act of 2002 (the "Act"). No action is required on your part. This Disclosure Notice is incorporated in and a part of the attached bond, and is effective the date of the bond.

You should know that, effective November 26, 2002, any losses covered by the attached bond that are caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States reimburses 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Under the Act, there is a cap on our liability to pay for covered terrorism losses if the aggregate amount of insured losses under the Act exceeds \$100,000,000,000 during the applicable period for all insureds and all insurers combined. In that case, we will not be liable for the payment of any amount which exceeds that aggregate amount of \$100,000,000,000.

The portion of your premium that is attributable to coverage for acts of terrorism is \$0.00.

**IMPORTANT NOTE: THE COST OF TERRORISM COVERAGE IS SUBJECT TO CHANGE ON ANY BONDS THAT PREMIUM IS CHARGED ANNUALLY.**

as amended) and be authorized to transact business in the State of Florida.

**HOLD HARMLESS AGREEMENT**

Kimmins Contracting Corp. (Contractor),

its officers and members shall, through the signing of this document by an authorized party or agent, covenant and agree that it will indemnify, hold harmless, and defend the Board of County Commissioners of Nassau County, Florida, and the damage, cost, charge, expense, suit and/or action, including attorney's fees and all costs of litigations and judgment of every name and description brought against the Owner as a result of any act, action, neglect, loss, damage or injury to person or property by reason of any act or failure to act by the Contractor, its agents, servants, or employees during and as a result of the performance under this Contract whether direct or indirect, and whether to any person or property to which the Owner or said parties may be subject.

Name of Firm: Kimmins Contracting Corp.

Name of Agent: John V. Simon, Jr.

Title of Agent: President

Signature of Agent:  \_\_\_\_\_

Date: April 2, 2003

## GENERAL CONDITIONS

### SECTION:

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Materials, Services, and Facilities
5. Inspection and Testing
6. Protection of Work, Property, Persons
7. Supervision by Contractor
8. Changes in Contract Price
9. Time for Completion and ~~Liquidated Damages~~
10. Correction of Work
11. Suspension of Work, Termination, and Delay
12. Payment to Contractor
13. Acceptance of Final Payment as Release
14. Insurance
15. Contract Security
16. Assignments
17. Indemnification
18. Separate Contracts
19. Subcontracting
20. Land and Right-of-Way
21. Guaranty
22. Disputes
23. Taxes
24. Determination of Lowest Qualified Bidder
25. Acceptance and Rejections of Proposals
26. Pre-Construction Conference
27. Examination of Contract Documents, Sites, Etc.
28. Florida Deceptive and Unfair Trade Practices Act

1. **Definitions:**

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

(a) **Addenda** - written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by additions, deletions, clarifications, or corrections; a change made prior to bid opening.

(b) **Application for Payment** - the form accepted by the Owner which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

(c) **Bid** - the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

(d) **Bidder** - any person, firm, or corporation submitting a Bid for the Work.

(e) **Bonds** - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his Surety in accordance with the Contract Documents.

(f) **Change Order** - a written order to the Contractor, which is signed by the Contractor and the Owner, authorizing an addition, deletion, or revision to the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

(g) **Contract Documents** - the Contract Documents are defined as those listed in the Agreement and together, comprise the entire Agreement between Owner and Contractor.

(h) **Contract Price** - the total monies payable to the Contractor under the terms and conditions of the Contract Documents subject to the provisions of General Condition, Section 9.

(i) **Contract Time** - the number of calendar days stated in the Contract Documents for substantial or full completion of the Work.

(j) **Contractor** - the person, firm, or corporation with whom the Owner has executed the Agreement.

(k) **Drawings** - the part of the Contract Documents which show the characteristics and scope of the Work to be performed.

(l) **Field Order** - a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner or its Resident Project Representative(s) to the Contractor during construction.

(m) **Notice of Award** - written notice of acceptance of the Bid from the Owner to the successful Bidder.

(n) **Notice to Proceed** - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

(o) **Owner** - Board of County Commissioners of Nassau County, Florida.

(p) **Project** - the undertaking to be performed as provided in the Contract Documents.

(q) **Resident Project Representative(s)** - the authorized representative(s) of the Owner who is/are assigned to the Project site or any part thereof.

(r) **Subcontractors** - an individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work at the site.

(s) **Substantial Completion** - that date as certified by the Owner or its Resident Project Representative(s) when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part thereof can be utilized for the purposes for which it is intended.

(t) **Supplemental General Conditions** - modifications to General Conditions required by a Federal Agency for participation in the Project and approved by the Agency in writing prior to inclusion in the Contract Documents.

(u) **Suppliers** - any person, supplier, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

(v) **Work** - all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.

(w) **Written Notice** - any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

2. **Additional Instruction and Detail Drawings:**

The Contractor may be furnished additional instruction and detail drawings by the Owner or its Resident Project Representative(s), as necessary to carry out the Work required by the Contract Documents.

The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3. **Schedules, Reports, and Records:**

The Contractor shall submit to the Owner or its Resident Project Representative(s) such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner or its Resident Project Representative(s) may request concerning Work performed or to be performed.

Prior to the first partial payment estimate the Contractor shall submit schedules showing the order in which he proposes to carry on the Work, including dates of which he will start the various parts of the Work,



estimated date of completion of each part, and, as applicable, the dates at which special detail drawings will be required; and respective dates for submission of Shop Drawings, the beginning of manufacture; the testing and the installation of materials, supplies, and equipment.

The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work. The schedule shall consist of a detailed breakdown of the contract price, giving the quantities of various kinds of work and the unit prices for materials and labor and total prices thereof.

4. **Materials, Services, and Facilities:**

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

5. **Inspection and Testing:**

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Owner or its Resident Project Representative(s) timely notice of readiness. The Contractor will then furnish the Owner or its Resident Project Representative(s) the required certificates of inspection, testing, or approval.

Neither observations by the Resident Project Representative(s) nor inspections, tests, or approval by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Owner or its Resident Project Representative(s) will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal and State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices

of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

If any Work is covered prior to acceptance by the Owner or its Resident Project Representative(s) or contrary to the written request of the Owner or its Resident Project Representative(s), it must, if required by the Owner or its Resident Project Representative(s), be uncovered for his observation and replaced at the Contractor's expense.

If any Work has been covered which the Owner or its Resident Project Representative(s) has not specifically requested to observe prior to its being covered, or if the Owner or its Resident Project Representative(s) considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Owner or its Resident Project Representative(s)' request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Owner or its Resident Project Representative(s) may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expense of such uncovering, exposure, observation, inspection, and testing of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order will be issued.

6. **Protection of Work, Property, and Persons:**

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor will be exclusively responsible for safety. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawn, walks, pavements,

roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them is liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or anyone employed by the Owner or anyone for whose acts the Owner may be liable, and not attributable directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner or its Resident Project Representative(s), shall act to prevent threatened damage, injury, or loss. He will give the Owner or its Resident Project Representative(s) prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

7. **Supervision by Contractor:**

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and safety of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site.

The Supervisor shall have full authority to act on behalf of the Contractor and all communications given to

the Supervisor shall be as binding as if given to the Contractor. The Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

8. Changes in Contract Price:

The Contract Price shall not be changed. Any change in the scope of work required by federal, state or local laws or regulations shall be at the sole cost of the contractor.

9. Time for Completion and Liquidated Damages:

The date of beginning and the time of completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time.

It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. It is further agreed upon and understood that time is of the essence.

The funding for this project is pursuant to a grant from the Florida Fish & Wildlife Conservation Commission. All work completed pursuant to this contract must be completed on or before June 7, 2003. Failure to complete said work will result in non-payment.

~~If the Contractor shall fail to substantially or fully complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for consequential damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.~~

~~The Contractor shall not be charged with damages or any excess cost when the delay in the completion of the~~

~~Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner:~~

~~(a) To any preference, priority, or allocation order duly issued by the Owner.~~

~~(b) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and~~

~~(c) To any delays of Subcontractor occasioned by any of the causes specified in Paragraphs 16 (a) and 16 (b) of this Article.~~

**10. Correction of Work:**

The Contractor shall promptly remove from the premises all Work rejected by the Owner or its Resident Project Representative(s) for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

**11. Suspension of Work, Termination, and Delay:**

The Owner may, at any time and without cause, suspend the Work on any portion thereof for a period of not more than ninety (90) days or until such time as agreed upon by the Contractor, by Written Notice to the Contractor, which Notice shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an extension of the contract Time directly attributable to any suspension.

If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors for labor, regulations or orders of any public body having jurisdiction of the Work, or if he disregards the authority of the Owner or its Resident Project Representative(s), or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment, and machinery therein owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor whether existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of Court or other public authority, or the Owner or its Resident Project Representative(s) fails to act on any request for payment within forty-five (45) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum awarded by a mediator within thirty (30) days of its approval and presentation, the Contractor may after ten (10) days from delivery of a Written Notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition to and in lieu of terminating the Contract, if the Owner has failed to act on a request for payment, or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten (10) days Written Notice to the Owner, stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, a Change Order shall be issued for adjusting the Contract Price or extending the Contract Time, or both, to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner.

**12. Payment to Contractor:**

Payment to the Contractor shall be a lump sum payment to be paid on the completion and acceptance of the work by the Florida Fish and Wildlife Conservation Commission and Nassau County. After acceptance by the Commission and the Board of County Commissioners said payment shall be mailed within thirty (30) days after acceptance by the Commission and the Board of County Commissioners.

~~At least ten (10) days before each progress payment falls due (but no more often than once a month), the Contractor will submit to the Owner or its Resident Project Representative(s) a partial payment estimate filled out and signed by the Contractor covering the Work performed during~~

On completion and acceptance of a part of the work on which the price is stated separately in the Contract

the cash retainage. The Owner shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty percent (50%) of the work has been completed may reduce the retainage to five percent (5%) on the current and remaining estimates. The Owner may reinstate up to ten percent (10%) retainage if the Contractor is determined, at its sole discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such retainage. The Owner may accept securities negotiable without recourse, condition, or restriction, a release of retainage bond, or an irrevocable letter of credit provided by the Contractor in lieu of all or part of the cash retainage.

The Owner will, within forty-five (45) days of presentation to it of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

The Owner or its Resident Project Representative(s) will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

The period covered by the partial payment estimate and supported by such data as the Owner or its Resident Project Representative(s) may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial estimate shall also be accompanied by such supporting data, satisfactory to the Owner or its Resident Project Representative(s), as will establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. The application for payment shall include a list of subcontractors employed by the Contractor that provided or performed work included in the application and the subcontractors' partial release of lien from the previous payment.



~~Documents, payment may be made in full, including retained percentages, less authorized deductions.~~

~~— The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.~~

~~— Upon completion and acceptance of the Work, the Owner shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents.~~

~~— The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within forty five (45) days of completion and acceptance of the Work.~~

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay the unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party.

In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payments made in good faith.

~~— Contractor shall follow the following procedure: Contractor shall provide to Owner, with the application for~~

~~payment, an updated accounts payable aging report for the Project. In addition, Contractor shall provide Owner the payment checks for all materials, equipment, subcontractors, and other expenses related to the Project for review, upon request by the Owner. Each payment shall include a request for written release of lien. The above conditions being met and approval of the pay request, Owner will pay the Contractor at the next scheduled pay date.~~

~~In order for Owner to approve subsequent pay requests, Contractor shall provide Owner with release of lien statements for payments made on the previous pay request.~~

**13. Acceptance of Final Payment as Release:**

~~Whenever the Contractor has completely performed the Work provided for under the Contract and the Owner and the Florida Fish and Wildlife Conservation Commission has performed a final inspection and made final acceptance, the final payment shall be made as set forth in Paragraph 12. the Contractor will prepare a final estimate showing the value of the Work as soon as the Contractor makes the necessary measurements and computations. The Contractor will correct all prior estimates and payments in the final estimate and payment. The Owner will pay the amount in the estimate, less any sums that the Owner retained under the provisions of the Contract, as soon as practicable after final acceptance of the Work.~~

The acceptance by the Contractor of final payment shall be and shall operate as release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and other relating to or arising out of this Work.

Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

**14. Insurance:**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below

which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(a) Claims under workmen's compensation, disability benefit, and other similar employee benefit acts;

(b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

(c) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;

(d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

(e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificate(s) of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificate(s) shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice be given to the Owner.

The Contractor shall procure and maintain, at his expense, during the Contract Time, liability insurance as hereinafter specified:

(1) Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than

\$1,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$3,000,000.00 for any such damages sustained by two or more persons in any one accident.

Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of not less than \$1,000,000.00 for any such damage sustained by two or more persons in any one accident.

The Contractor must procure a contractual liability endorsement to the comprehensive general liability insurance policy to indemnify (hold harmless) the Owner for claims arising out of the Contractor's negligence.

(2) The contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Subcontractors as their interest(s) may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.

The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the State of Florida, Workmen's Compensation Insurance, including occupational disease provisions, for all his employees at the site of the Project and, in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workmen's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Owner.

15. **Contract Security:**

The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents.

Such Bonds shall be executed by the Contractor and a corporate bonding company licensed in the State of Florida and named on the current list of "Surety Companies Acceptable on Federal Bonds, as published in the Treasury Department Circular number 570. The expense of these Bonds shall be borne by the Contractor.

If at any time a surety on such Bond is declared a bankrupt or loses its right to do business in the State of Florida or is removed from the list of Surety Companies accepted on Federal Bonds, the Contractor shall within ten (10) days after Notice from Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond(s) shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

16. **Assignments:**

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest

therein, or his obligations thereunder, without written consent of the other party.

17. **Indemnification:**

The Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

18. **Separate Contracts:**

The Owner shall let other contracts for the construction of a boat ramp within the vicinity of the project.

~~The Owner reserves the right to let other contracts in connection with the Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work with the Contractor's. If the proper execution or results of any part of the Contractor's work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Owner or its Resident Project Representative(s) any defects in such Work that render it unsuitable for such proper execution and results.~~

~~The Owner may perform additional Work related to the Project by itself, or it may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his work with the Owner's.~~

~~If the performance of additional Work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Sections 11 and 12.~~

19. **Subcontracting:**

The Contractor may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

20. Land and Right-of-Way:

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

~~The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.~~

21. Guaranty:

If applicable, the Contractor shall guarantee all materials and equipment furnished and the Work performed for a period of one (1) year from the date of final acceptance. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the guaranty period.

22. Disputes:

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Contractor. The



decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

23. **Taxes:**

The Contractor will pay all sales, consumer, use, and other similar taxes required by the State of Florida.

24. **Determination of Lowest Qualified Bidder:**

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly outfitted to carry out the obligations of the Contract and to complete the Work contemplated therein. Responsibility of the Bidder will be based on whether a permanent place of business is maintained, has adequate plant equipment to do the Work property and within the established time limit, and has the financial status to meet his obligations contingent to the Work.

Only qualified Bidders who have adequate experience, finances, equipment, and personnel will be considered in making awards. The Owner also reserves the right to make award for an amount of work less than the total indicated, in order to come within proposed funds for the Project. Except where the Owner exercises the right reserved herein to reject any or all proposals, the Contract will be awarded by the Owner to both a qualified and responsible Bidder who has submitted the lowest bid.

25. **Acceptance or Rejection of Proposals:**

The Owner reserves the right to waive informalities in or to reject any or all Bids. Bid envelopes must, however, bear on the outside the name of the Bidder and his address. Otherwise the Bid shall not be opened.

Any proposal which is incomplete, obscure, or irregular may be rejected; any proposal having erasures or

corrections in the Bid Proposal may be rejected; any proposal which omits a bid price may be rejected; any Proposal in which manufacturers of equipment or subcontractors are not listed may be rejected; any Proposal accompanied by an insufficient or irregular certified check of Bid Bond may be rejected. Conditional bids will be not accepted. Any proposals may be withdrawn prior to the scheduled time for opening of such or authorized postponement thereof.

Any Proposal received after the time and date specified shall not be considered. No Bidder may withdraw a Proposal within thirty (30) days after the actual date of the opening thereof. Should there be any reason why the Contract cannot be awarded within thirty (30) days after the opening of the Proposals, the time may be extended by mutual agreement between the Owner and the Bidder.

**26. Pre-Construction Conference:**

Shortly after the Notice of Award and the signing of the Contract forms, the Owner shall notify the Contractor(s) of the date for a Pre-Construction conference.

The Contractor(s) shall attend this conference and be prepared to discuss organization, start dates, construction schedules, supervision, communication, safety, and various other pertinent items. Minutes of the meeting will be recorded by the Owner, and a written summary will be available upon request.

**27. Examination of Contract Documents, Site, Etc.:**

The Bidder(s) must examine for themselves the Contract Documents, the location of the proposed Work, etc., and exercise their own judgment as to the extent of the Work to be done, and difficulties attending the erection of the Work; and the Contractor must assume all risks of variance in any computations, by whosoever made, of statements of amounts or quantities necessary to complete the Work required by the Contract, and agree to fully complete said Work in accordance with the Contract Documents for the price bid. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the Work of any other contractor or services.

28. **Florida Deceptive and Unfair Trade Practices Act:**

CS/SB 1066 by the Committee on Judiciary, relating to the Florida Deceptive and Unfair Practices Act: Deletes the definitions of "consumer transaction" and "supplier", substituting instead a definition for "trade or commerce" and "thing of value". Amends the definition of "violation" to include a violation of any rules promulgated pursuant to the Federal Trade Commission of the Federal Courts, any law statute, rule, regulation, or ordinance, which proscribes unfair methods of competition, unfair, deceptive, or unconscionable acts or practices. Reduces the time period during which a petition for an order modifying or setting aside a subpoena may be made. Provides for penalties, fees, and costs for intentional noncompliance with a subpoena. Exempts an act or practice involving the sale, lease, rental, or appraisal of real estate by a person licensed under Chapter 475, Florida Statutes, if the act or practices violates the provisions of that Chapter. Provides a misdemeanor penalty to persons who see used goods as new. Effective Date: June 30, 1993.

County

Contractor

Field

Other

## CHANGE ORDER REQUEST

PROJECT: Derelict Dredge Removal

CHANGE ORDER NUMBER: 01

DATE: June 9, 2003

CONTRACT NUMBER: Bid No. NC015-01

TO CONTRACTOR: Kimmins Contracting Corp.

1501 2<sup>ND</sup> Avenue, Tampa, Florida 33605

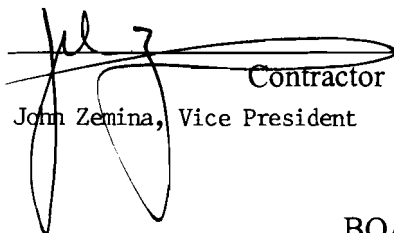
The contract is changed as follows:

1. Paragraph 3, Page 1 shall be revised to read "The Contractor will commence the Work required by the Contract Documents within fifteen (15) calendar days after the date of the Notice To proceed. For the derelict vessel named "The Crest", a partial payment request for the amount of work complete up to June 15, 2003 shall be submitted to Nassau County on or before June 17, 2003. The remainder of the removal of the vessel shall be invoiced upon completion but not later than November 10, 2003."
2. Paragraph 7, Page 3, last sentence shall be completely stricken from the contract and replaced with the following revised language: "A partial payment request for the amount of work complete up to June 15, 2003 shall be submitted to Nassau County on or before June 17, 2003. The remainder of the removal of the vessel shall be invoiced upon completion but not later than November 10, 2003. Failure to submit final invoice on or before November 10, 2003 will result in non-payment for the remainder of the work completed."
3. Article 9. Time for Completion – Fourth paragraph shall be revised to read as follows: The funding for this project is pursuant to a grant from the Florida Fish & Wildlife Conservation Commission. A partial payment request for the amount of work complete up to June 15, 2003 shall be submitted to Nassau County on or before June 17, 2003. The remainder of the removal of the vessel shall be invoiced upon completion but not later than November 10, 2003. Failure to submit final invoice on or before November 10, 2003 will result in non-payment for the remainder of the work completed.
4. Article 12. Payment To Contractor – First paragraph shall be revised to read as follows: For the removal of the derelict vessel "The Crest", a partial payment request for the amount of work complete up to June 15, 2003 shall be submitted to Nassau County on or before June 17, 2003. After acceptance of the work complete by the Florida Fish & Wildlife Commission and the Board of County Commissioners said payment shall be mailed within thirty (30) days. The remainder of the vessel shall be invoiced upon completion but not later than November 10, 2003. Failure to submit final invoice on or before November 10, 2003 will result in non-payment for the remainder of the work completed. After acceptance of the final invoice by the Commission and the Board of County Commissioners said payment shall be mailed within thirty (30) days.

Original Contract Sum.....	\$	<u>449,500.00</u>
Net Change by Previous Change Order.....	\$	<u>0.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>449,500.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>0.00</u>
New Contract Sum Including this Change Order.....	\$	<u>449,500.00</u>

The Contract Time for substantial completion will be (increased) (~~decreased~~) (unchanged) by CONTRACT TIME HAS BEEN REVISED AS DESCRIBED ABOVE days.

This document, when signed by all parties, shall become an amendment to the Contract and all provisions of the Contract shall apply hereto.

ACCEPTED BY:  Contractor  
 John Zemina, Vice President


DATE: 7/8/03

OWNER:

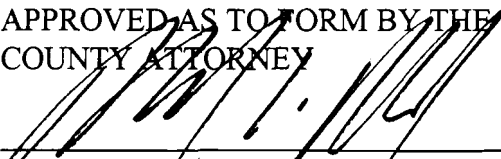
BOARD OF COUNTY COMMISSIONERS  
 NASSAU COUNTY, FLORIDA

  
 VICKIE SAMUS, CHAIRMAN

ATTEST:

  
 J.M. "CHIP" OXLEY, JR.  
 ITS: EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE  
 COUNTY ATTORNEY

  
 MICHAEL S. MULLIN, ESQUIRE



# KIMMINS CONTRACTING CORP.

LICENSE NO. CG C061458

July 8, 2003

J.M. "Chip" Oxley, Jr.  
Nassau County  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Reference: Removal of Derelict Dredge  
Kimmins Job No. 8016

Subject: Change Order No. 1

Dear Mr. Oxley:

Please find enclosed one original of Change Order No. 1 executed in accordance with your instructions for the above referenced project.

Sincerely,

KIMMINS CONTRACTING CORP.

Colleen M. Simon  
Contract Administrator

/cms

xc: File

Agenda Request For (DATE): June 23, 2003

Department: Capital Projects Administration

*Tab F*  
*Send to Kimmins*  
*Colleen M. Simon*  
*not for [unclear]*

Background: The Board on June 9, 2003 approved Amendment to the Grant Agreement from the Florida Fish & Wildlife Commission for the removal of the derelict vessel "The Crest". The attached change order is to modify Kimmins Contracting Corp.'s existing contract for the removal of the dredge to reflect the amendment to the grant agreement with Fish & Wildlife. This change order will allow a partial payment to be submitted for all work completed up to June 15, 2003 and will require all invoices for the remaining work to be submitted not later than November 10, 2003. The change order has been reviewed and approved by the County Attorney

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: N/A

Action requested and recommendation: Staff requests that the Board approve change order no. 001 to Kimmins Contracting Corp. and authorize the Chairman of the Board to execute said change order.

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: No funding source required – No change in contract amount.

Reviewed by:

Legal:

Finance:

Management Committee: *Colleen M. Simon*

03 JUN 16 PM 3:42

COUNTY CLERK  
OFFICE

# FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



EDWIN P. ROBERTS, DC  
Pensacola

RODNEY BARRETO  
Miami

SANDRA T. KAUPE  
Palm Beach

H.A. "HERKY" HUFFMAN  
Enterprise

DAVID K. MEEHAN  
St. Petersburg

JOHN D. ROOD  
Jacksonville

RICHARD A. CORBETT  
Tampa

KENNETH D. HADDAD, Executive Director  
VICTOR J. HELLER, Assistant Executive Director

DIVISION OF LAW ENFORCEMENT  
COLONEL JULIE JONES, Director  
LT. COLONEL DON HOLWAY, Deputy Director  
LT. COLONEL JIM McCALLISTER, Deputy Director  
(850) 488-6251 TDD (850) 488-9542

June 3, 2003

Ms. Dawn Stevenson  
Capital Contracts Manager  
Nassau County  
213 Nassau Place  
Yulee, FL 32097

Re: DV Agreement (02167) – Removal of the "Crest"

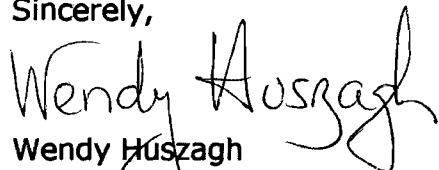
Dear Ms. Stevenson:

Enclosed for your review and signature are three (3) original Amendments with the Division of Law Enforcement for your derelict vessel removal project. Please have the person authorized, sign all three (3) Amendments, and return two (2) of the Amendments to my attention. Please keep one (1) original Amendment for your files.

The Amendment will allow for a partial payment for the removal of the *Crest*, which has not been completed. The partial reimbursement will help to alleviate problems with any certification forward of funding with the Derelict Vessel Removal Program for this year. At the same time, I have extended the deadline for submission of the first invoice until June 20, 2003. A second and final invoice for your project shall be submitted no later than November 15, 2003.

Please call me if you have any questions.

Sincerely,

  
Wendy Húszagh  
Derelict Vessel Removal Coordinator

WH

Cc: Major Calvin Davis  
Ginni Joyner



AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION ("COMMISSION"), and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ("GRANTEE"), and amends that Agreement entered into between the COMMISSION and the GRANTEE dated March 20, 2003, and hereinafter referred to as the "ORIGINAL AGREEMENT".

In consideration of the mutual covenants and conditions set forth herein and in the ORIGINAL AGREEMENT, the parties agree to amend the ORIGINAL AGREEMENT as follows, which amendments shall govern to the exclusion of any provision of the ORIGINAL AGREEMENT to the contrary:

1. Paragraph 1.e. is hereby revised to include: For the derelict vessel named the "Crest", description 152' by 50' dredge, a partial payment request for the amount removed up to June 15, 2003, may be submitted on or before June 20, 2003. The remainder of the vessel shall be invoiced upon completion and within the Term of the Agreement.
2. Paragraph 4.c. is hereby revised to make changes from "the first invoice must be received no later than June 10, 2003", to " the first invoice must be received no later than June 20, 2003.
3. Paragraph 5, line 6, Term of Agreement, is hereby revised to make changes from " the Grantee shall not be reimbursed for activities beyond June 7, 2003," to "the Grantee shall not be reimbursed for activities beyond June 15, 2003.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO AGREEMENT on the date and year last written below.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

\_\_\_\_\_  
Chairman or Designee

*for James J. McAllister*  
Colonel Julie Jones  
Director, Division of Law Enforcement

\_\_\_\_\_  
Date

6/3/03  
Date

Approved as to form and legality:

*[Signature]*  
5/30/03  
FWC Assistant General Council





**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
Ansley Acree  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

J. M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

July 1, 2003

Ms. Colleen M. Simon  
Contract Administrator  
Kimmins Contracting Corporation  
1501 2<sup>nd</sup> Avenue  
Tampa, FL 33605

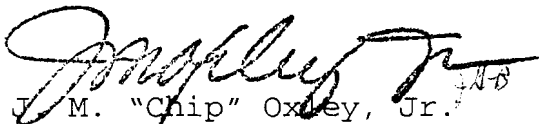
Re: Derelict Dredge Removal  
Change Order No. 1

Dear Ms. Simon:

Enclosed are two original Change Orders for the Derelict Dredge Removal project as approved and executed by the Nassau County Board of County Commissioners on June 23, 2003. Please obtain the contractor's signature and return one fully executed original in the enclosed self-addressed envelope.

Please let us know if we may be of any further assistance.

Sincerely,

  
J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

jgb

Enclosure

cc: Dawn Stevenson



# KIMMINS CONTRACTING CORP.

LICENSE NO. CG C061458

April 3, 2003

Ms. Joyce Bradley  
Nassau County  
191 Nassau Place  
Fernandina Beach, Florida 32035

Reference: Removal of Derelict Dredge  
Nassau County, Florida  
Kimmins Job No. 8016

Dear Ms. Bradley:

Please find enclosed two (2) executed copies of the Agreement and Payment and Performance Bonds and Certificate of Insurance for the above referenced project.

If any additional information is needed, please feel free to contact our office.

Sincerely,

KIMMINS CONTRACTING CORP.

Colleen M. Simon  
Contract Administrator

/cms

xc: John Warych  
Karl Burgin  
Roberta Flynn  
Mark Adams  
File

**GENERAL FORM STATUS INQUIRY**

10/17/2003

Bond No. 400SX3938

Contract Surety

**TO:** BOARD OF COUNTY COMMISSIONERS OF  
NASSAU COUNTY  
PO BOX 1010  
FERNANDINA BEACH, FL 32035-1010

**CONTRACTOR.....:** Kimmins Corp.  
**CONTRACT DESCRIPTION..:** REMOVAL OF DERELICT DREDGE NASSAU COUNTY, FL  
BID NO. NC015-01 (MI)

**OWNER:** BOARD OF COUNTY COMMISSIONERS OF

**CONTRACT PRICE:** \$449,500      **BOND AMOUNT:** \$449,500      **EFFECTIVE DATE:** 4/02/03

It is understood that this information is furnished for the confidential use of the Surety, and is merely an expression of opinion, and in furnishing this information, no guaranty or warranty of accuracy or correctness is made; Nor is responsibility assumed as a result of reliance on such information.

*Steve Palmour*  
STEVE PALMOUR  
Attorney-in-Fact      *Mi*

\*\*\*\*\*

1. **IF CONTRACT COMPLETED.....:** APPROXIMATE COMPLETION DATE \_\_\_\_\_  
APPROXIMATE ACCEPTANCE DATE \_\_\_\_\_  
FINAL CONTRACT PRICE \$ \_\_\_\_\_

2. **IF CONTRACT UNCOMPLETED...:** PROBABLE COMPLETION DATE \_\_\_\_\_  
APPROXIMATE % OR \$ AMOUNT OF CONTRACT COMPLETED \_\_\_\_\_  
DO YOU KNOW OF ANY UNPAID BILLS FOR LABOR OR MATERIALS?      YES \_\_\_\_\_ NO \_\_\_\_\_

3. **REMARKS:** \_\_\_\_\_

**SIGNATURE.....:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINT NAME & TITLE.:** \_\_\_\_\_

\*\*\*\*\*

**PLEASE RETURN ORIGINAL TO:** St. Paul Surety  
BIRMINGHAM BRANCH OFFICE  
10 INVERNESS PKWY STE 600  
BIRMINGHAM, AL 35242  
(205) 995-2540

**DIARY DATE:** 1/17/2004

**PRODUCER**  
877-945-7378  
  
Willis North America, Inc. - Regional Cert Center  
26 Century Blvd.  
P. O. Box 305191  
Nashville, TN 372305191

**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.**

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Kimmins Contracting Corp.  
ATTN: Colleen Simon  
1501 Second Avenue  
Tampa, FL 33605

INSURERA: **Continental Casualty Company** 20443-002  
INSURERB: **Great American Insurance Company** 16691-001  
INSURERC:  
INSURERD:  
INSURERE:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	GL138202784	6/30/2002	6/30/2003	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ <b>100,000</b>
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ <b>10,000</b>
					PERSONAL & ADV INJURY \$ <b>1,000,000</b>
					GENERAL AGGREGATE \$ <b>3,000,000</b>
					PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	<b>AUTOMOBILE LIABILITY</b>	BUA138202705	6/30/2002	6/30/2003	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	<b>EXCESS LIABILITY</b>	TUU357732203	6/30/2002	6/30/2003	EACH OCCURRENCE \$ <b>10,000,000</b>
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ <b>10,000,000</b>
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>				\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC138202624	6/30/2002	6/30/2003	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ <b>1,000,000</b>
					E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
					E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
	<b>OTHER</b>				

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

Kimmins Job #8016  
  
Removal of Derelict Dredge, Nassau County, Florida Bid No. NC015-01  
Certificate Holder is named as Additional Insured.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

Board of County Commissioners of Nassau  
County, Florida  
P. O. Box 1010  
Fernandina Beach, FL 32035

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

AUTHORIZED REPRESENTATIVE

*[Signature]*

## **IMPORTANT**

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

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

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