

A G R E E M E N T

THIS AGREEMENT entered into this ~~May~~ <sup>2004</sup> 12th day of May, ~~2004~~, 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 JOHN CARLO, INC., doing a Florida corporation, 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 Miner Road Realignment & Signalization, Nassau County, Florida, hereinafter referred to as the "Work".

*About a half mile of new roadway alignment will be constructed to relocate the intersection of Miner Road and S.R. A1A/S.R. 200. Additional turn lanes will be added to S.R. A1A/S.R. 200. The realignment segment will include 5' wide sidewalks on both sides of proposed right-of-way. A pond site and associated roadway drainage structures will be constructed as part of this realignment effort. Minor utility adjustments and coordination with utility owners will be required as part of this construction effort. Signalization of the new intersection of Miner Road and S.R. A1A/S.R. 200 will also be included post realignment.*

All Work is to be performed per Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2002, supplements thereto, when not specifically stated in the Special Provisions, or shown on the plans.

2. 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 complete the same within one hundred eighty consecutive calendar days, and fully complete the Project in a total of two hundred forty consecutive calendar days after the date of the Notice to Proceed 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 16 of the General Conditions, and the actual date upon which substantial completion is achieved. Moreover, if after thirty (30) 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:

\$1,245,183.03  
(Amount of Bid)

The Owner shall pay the Contractor for the Work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner or its Resident Project Representative(s). Payment for lump-sum priced items shall be at the lump-sum price bid.

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
- n. Special Provisions (Roadway and Utilities)
- o. Technical Special Provisions
- p. Specifications prepared by the Engineer

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

7. All facilities, programs, and services should be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA).

8. Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

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



\_\_\_\_\_  
FLOYD L. VANZANT  
Its: Chairman

ATTEST:

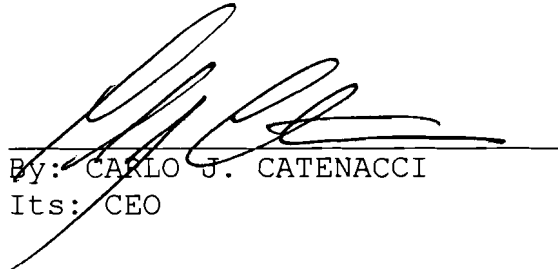


\_\_\_\_\_  
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

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

CONTRACTOR:  
**JOHN CARLO, INC.**

  
\_\_\_\_\_  
By: CARLO J. CATENACCI  
Its: CEO

NOTICE OF AWARD

TO: **JOHN CARLO, INC.**  
**45000 River Ridge Drive, Suite 200**  
**Clinton Township, MI 48038**

PROJECT DESCRIPTION:

Miner Road Realignment & Signalization  
Nassau County, Florida

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated April 7, 2004, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$1,245,183.03.

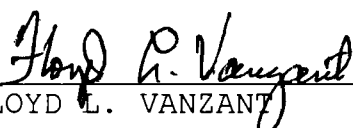
You are required by the Information for Bidders to furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

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 12<sup>th</sup> day of May, 2004.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

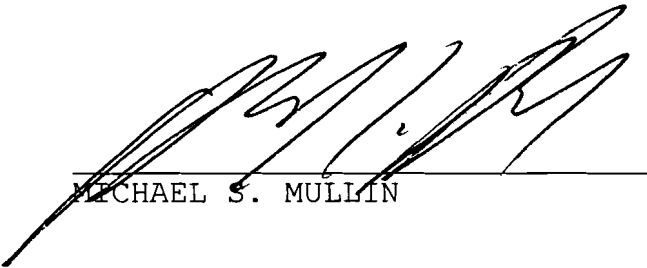
  
\_\_\_\_\_  
FLOYD L. VANZANT  
Its: Chairman

ATTEST:



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

Approved as to form by the  
Nassau County Attorney

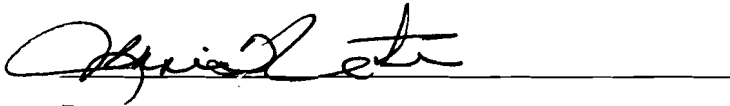


MICHAEL S. MULLIN

**ACCEPTANCE OF NOTICE**

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

**JEANIE F. CATENACCI**, this **25TH** day  
of **MAY**, 2004.



By: **JEANIE F. CATENACCI**  
Its: **VICE PRESIDENT**

NOTICE TO PROCEED

To: John Carlo, Inc. Date: May 17, 2004  
45000 River Ridge Drive  
Suite 200 Project: Bid No. \_\_\_\_\_  
Clinton Township, MI 48038

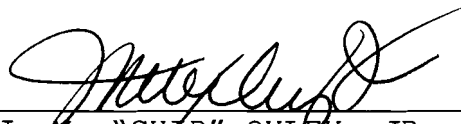
You are hereby notified to commence work in accordance with the Agreement dated the 12th day of May, 2004, on or before the 1st day of June, 2004, and you are to substantially complete the Work within 180 consecutive calendar days, and fully complete the Project in a total of 240 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore January 26, 2005.

OWNER:

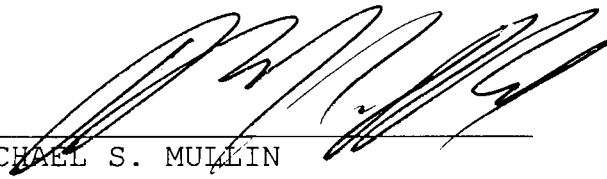
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
FLOYD L. VANZANT  
Its: Chairman

ATTEST:

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

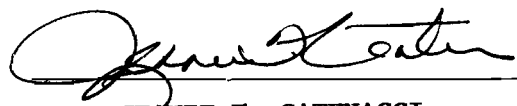
Approved as to form by the  
Nassau County Attorney

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

**ACCEPTANCE OF NOTICE**

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

JEANIE F. CATENACCI, this 25TH day  
of MAY, 2004.

  
\_\_\_\_\_  
By: JEANIE F. CATENACCI  
Its: VICE PRESIDENT



Nassau County  
Engineering Services Department/  
Contracts Manager

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: \_\_\_\_\_  
Board of County Commissioners  
Or their Designee

This certificate is executed by Liberty Mutual Insurance Group as respects such insurance as is afforded by those companies.

BM0068

**Certificate of Insurance**

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

JOHN CARLO, INCORPORATED  
45000 RIVER RIDGE DRIVE  
CLINTON TOWNSHIP, MI 48046



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type	Expiration Date(s)	Policy Number(s)	Limits of Liability	
<input type="checkbox"/> Continuous* <input checked="" type="checkbox"/> Extended Policy Term	04/01/2005	WA2-14D-434968-014	Coverage afforded under WC law of the following states: FL, MI	<b>Employers Liability</b> Bodily Injury By Accident \$500,000 Each Accident Bodily Injury By Disease \$500,000 Policy Limit Bodily Injury By Disease \$500,000 Each Person
Workers Compensation				
<b>General Liability</b> <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence  Retro Date	04/01/2005	TB2-141-434968-024	General Aggregate-Other than Prod/Completed Operations \$2,000,000 Products/Completed Operations Aggregate \$2,000,000 Bodily Injury and Property Damage Liability \$1,000,000 Personal and Advertising Injury \$1,000,000 Other Liability	Per Occurrence Per Person / Organization Other Liability
<b>Automobile Liability</b> <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Non-Owned <input checked="" type="checkbox"/> Hired	04/01/2005	AS2-141-434968-034	Each Accident - Single Limit - B. I. and P. D. Combined \$1,000,000 Each Person Each Accident or Occurrence Each Accident or Occurrence	

**C** Additional Insured with respects to General Liability policy form #LG 1017: Board of County Commissioners, Nassau County, Florida (Owner) and Engineer.  
**O**  
**M** General Liability includes hold harmless clause with policy language.  
**M**  
**E** Project Name: JCI #5009, MinerRoad Re-alignment Signalization, Nassau County, Florida  
**N**  
**T**  
**S**

\*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below) . Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 15 days notice of such cancellation has been mailed to:

Office : FARMINGTON HILLS, MI Phone: 248-489-2800

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

*Michele A. Opie*  
**MICHELE OPIE**  
 Authorized Representative

Date Issued: 05/20/2004 Prepared By: DZ

Client#: 4546

4434968

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>05/20/04</b>
<b>PRODUCER</b> Helmsman Insurance Agency LLC 630 Morrison Rd Suite 300 Columbus, OH 43230	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.	
<b>INSURED</b> John Carlo, Inc. 45000 River Ridge Drive Clinton Township, MI 48038	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Ins. Co. of the State of PA</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>     

**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	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	<b>A</b>	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	<b>46046094</b>	<b>04/01/04</b>	<b>04/01/05</b>	EACH OCCURRENCE <b>\$10,000,000</b> AGGREGATE <b>\$10,000,000</b> \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; font-size: x-small;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		<b>OTHER</b>												

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Additional Insured: Board of County Commissioners, Nassau County, Florida (Owner) and Engineer. Project Name: JCI #5009, Miner Road Re-alignment Signalization, Nassau County, Florida

<b>CERTIFICATE HOLDER</b>  NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 1010 FERNANDINA BEACH, FL 32035-1010	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>15</u> 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 
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## 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.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That  
John Carlo, Inc. (Name of Contractor)  
45000 River Ridge Drive, Suite 200, Clinton Township, MI 48038 (Address of  
Contractor), a Corporation, (corporation, partnership,  
individual), hereinafter called "Principal",  
Liberty Mutual 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 ~~One Million Two Hundred Forty Five~~  
Dollars (\$ 1,245,183.03 ), in lawful money of the United ~~Thousand One Hundred Eighty Three and 03/100~~  
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 12<sup>th</sup> day of May, 2004, a copy  
of which is attached hereto and made a part hereof for the  
construction of:

Miner Road Realignment & Signalization  
Nassau County, Florida

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 1 (number), one of which shall be deemed an original, this 24th day of May, 2004.

JOHN CARLO, INC.

Principal

ATTEST:

Joseph E. Catenacci  
(Principal) Secretary

JOSEPH E. CATENACCI  
(Seal)

Nancy L. Thomas  
(Witness as to Principal)

NANCY L. THOMAS

By: Jeanie F. Catenacci  
JEANIE F. CATENACCI, VICE PRESIDENT

45000 River Ridge Drive, Suite 200  
(address)

Clinton Township, MI 48038

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That  
John Carlo, Inc. (Name of Contractor)  
45000 River Ridge Drive, Suite 200, Clinton Township, MI 48038 (Address of  
Contractor), a Corporation, (corporation, partnership,  
individual), hereinafter called "Principal",  
Liberty Mutual 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 ~~One Million Two Hundred Forty Five Thousand~~ One Hundred Eighty Three and 03/100 Dollars (\$1,245,183.03), 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.

THE CONDITION OF THIS OBLIGATION is such that whereas,  
the Principal entered into a certain contract with the  
Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2004, a copy  
of which is attached hereto and made a part hereof for the  
construction of:

Miner Road Realignment & Signalization  
Nassau County, Florida

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.

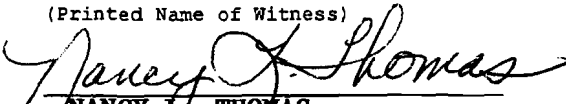
WITNESS WHEREOF, this instrument is executed in 1 (number), one of which shall be deemed an original, this 24th day of May, 2004.

PRINCIPAL:

JOHN CARLO, INC.

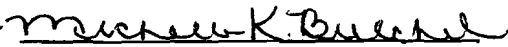
  
\_\_\_\_\_  
JOSEPH E. CATENACCI  
(Printed Name of Witness)

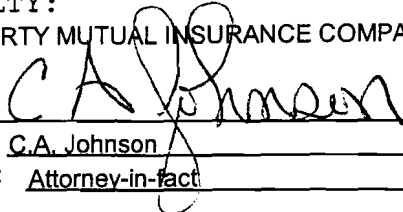
  
\_\_\_\_\_  
By: JEANIE F. CATENACCI  
Its: VICE PRESIDENT

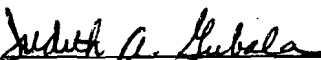
  
\_\_\_\_\_  
NANCY L. THOMAS  
(Printed Name of Witness)

SURETY:

LIBERTY MUTUAL INSURANCE COMPANY

  
\_\_\_\_\_  
Michelle K. Buechel  
(Printed Name of Witness)

  
\_\_\_\_\_  
By: C.A. Johnson  
Its: Attorney-in-fact

  
\_\_\_\_\_  
Judith A. Gubala  
(Printed Name of Witness)

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

**NOTICE FROM SURETY REQUIRED BY  
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

**NOTICE FORMS PART OF BOND**

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

**DISCLOSURE OF PREMIUM**

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION  
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **T. R. GUY, PAUL M. HURLEY, C. A. JOHNSON, LINDA L. AUSTIN, ANNE BARICK, MARGARET M. KOHLOFF, ROBERT D. HEUER, W. W. SISSON, ALL OF THE CITY OF TROY, STATE OF MICHIGAN** .....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED FIFTY MILLION AND 00/100\*\*\*\*\*** DOLLARS (\$ **150,000,000.00\*\*\*\*\***) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 10th day of October, 2003.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 10th day of October, 2003, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2005  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 24th day of May, 2004.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**HOLD HARMLESS AGREEMENT**

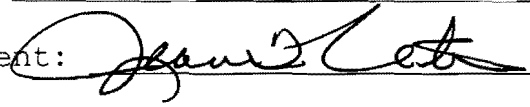
**JOHN CARLO, INCORPORATED** \_\_\_\_\_ (Contractor),

~~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 **NEGLIGENT OR IMPROPER** or injury to person or property by reason of any <sup>act</sup> 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: **JOHN CARLO, INCORPORATED** \_\_\_\_\_

Name of Agent: **JEANIE F. CATENACCI** \_\_\_\_\_

Title of Agent: VICE PRESIDENT

Signature of Agent: 

Date: MAY 25, 2004

## GENERAL CONDITIONS

### SECTION:

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services, and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Unit Price Work
15. Changes in Contract Price
16. Time for Completion and Liquidated Damages
17. Correction of Work
18. Subsurface Conditions
19. Suspension of Work, Termination, and Delay
20. Payment to Contractor
21. Acceptance of Final Payment as Release
22. Insurance
23. Contract Security
24. Assignments
25. Indemnification
26. Separate Contracts
27. Subcontracting
28. Engineer's Authority
29. Land and Right-of-Way
30. Guaranty
31. Disputes
32. Taxes
33. Determination of Lowest Qualified Bidder
34. Acceptance and Rejections of Proposals
35. Pre-Construction Conference
36. Experience-Process Equipment Manufacturers
37. As-Built Records
38. Operating, Maintenance, and Service Manuals
39. Operating Instructions
40. Examination of Plans, Sites, Etc.
41. 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 15.

(i) **Contract Time** - the number of consecutive 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 and which have been prepared or approved by the Engineer.

(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) **Engineer** - the person, firm, or corporation with whom the Owner has contracted for this Project for engineering services.

(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) **Shop Drawings** - all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.



(s) **Specifications** - a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

(t) **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.

(u) **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.

(v) **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.

(w) **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.

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

(y) **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.

(z) **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. **Drawings and Specifications:**

Unless otherwise specifically stated herein, or shown on the plans, the 2002 edition of Standard Specifications for Road and Bridge Construction and supplements thereto,

as prepared by the Florida Department of Transportation, in its entirety, shall govern this project.

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials (not furnished by the Owner), tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

In case of discrepancy, the governing order of documents shall be as follows:

1. Plans
2. Special Provisions
3. FDOT Road Design, Structures, and Traffic Operations Standards (2002 Edition)
4. Technical Specifications
5. Supplemental Specifications
6. Nassau County Standard Specifications

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the Owner or its Resident Project Representative(s), in writing, who shall promptly correct such inconsistencies or ambiguities in writing after consultation with the Engineer. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. **Shop Drawings:**

The Contractor shall provide the Owner with Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer will then promptly review all Shop Drawings. The Engineer's approval of any Shop Drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of the Shop Drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Three (3) copies of each shop drawing will be required for submission.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer and the Owner. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer and the Owner.

6. **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.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as inspected by the manufacturer.

Materials, supplies, or equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer and the Owner.

Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. **Inspection and Testing:**

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with FDOT requirements.

The Contractor shall provide, at his expense, the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.

The Owner shall provide all other inspection and testing services not required by the Contract Documents.

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 Engineer 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 Engineer, 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.

8. **Substitutions:**

Whenever shown or specified in the Contract Documents, the brands, make of materials, devices or equipment shall be regarded as the design standard. If the Contractor wishes to submit alternate brands, makes of materials, devices or equipment he shall submit to the Owner or its Resident Project Representative(s) supportive data from the manufacturer with his Bid. The alternate items are to be of equal quality, workmanship, durability, performance and economy of operation.

The Contractor shall be, in the event that the alternates are approved by the Owner or its Resident Project Representative(s), responsible for any and all changes in construction at no additional cost to the Owner.

Alternate items which require major design or construction alterations shall not be approved by the Engineer and the Owner or its Resident Project Representative(s).

In all cases, new materials shall be used unless this provision is waived by written notice from the Owner and Engineer.

9. **Patents:**

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner or its Resident Project Representative(s).

10. **Surveys, Permits, Regulations:**

From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations, and cut sheets.

The Contractor shall carefully preserve bench marks, reference points, and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified.

If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Owner or its Resident Project Representative(s) in writing and any necessary changes shall be adjusted as provided in Section 13, Changes in Work.

11. 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 the Engineer or anyone employed by either of them or anyone for whose acts either of them 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.

12. **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.

13. **Changes in the Work:**

The Owner or its Resident Project Representative(s) may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

The Owner or its Resident Project Representative(s) Owner or its Resident Project Representative(s), also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner or its Resident Project Representative(s) unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Owner or its Resident Project Representative(s) Written Notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner or its Resident Project Representative(s).

14. **Unit Price Work:**

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purposes of comparison of Bids and determining an initial Contract Price. Actual quantities will be determined by the Owner or its Resident Project Representative(s) as required to complete the Work.

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

15. **Changes in Contract Price:**

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit Prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed ten percent (10%) of the actual cost of the Work to cover the cost of general overhead and profit.

16. **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.

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 or Engineer:

(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.

17. **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.

18. **Subsurface Conditions:**

The Contractor shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the Owner or its Resident Project Representative(s) by Written Notice of:

(a) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

(b) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Owner or its Resident Project Representative(s) shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made, and the Contract Documents shall be modified by a Change Order.

Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Owner or its Resident Project Representative(s) may, if it determines the facts so justify, consider and adjust such claims asserted before the date of final payment.

19. **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 and the Engineer, 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.

20. **Payment to Contractor:**

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

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.

The Owner or its Resident Project Representative(s) will, within twenty (20) 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 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 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 Owner determines, 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.

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

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. Each payment shall include a request for written release of lien. The above conditions being met and approval of the pay request by the Engineer being received, 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.

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

Whenever the Contractor has completely performed the Work provided for under the Contractor and the Owner has performed a final inspection and made final acceptance, 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.

22. **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 workers' 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 and Engineer 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, Workers' 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 Workers' 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 Workers' 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.

23. **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.

24. **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.

25. **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 Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The obligation of the Contractor under this Paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, options, reports, surveys, Change Orders, designs, or Specifications.

26. **Separate Contracts:**

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 15 and 16.

27. **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.

28. **Engineer's Authority:**

The Engineer will make visits to the site at the Owner's request and determine if the Work is proceeding in accordance with the Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Engineer and the Owner will not be responsible for the construction's means, controls, techniques, sequences, procedures, or construction safety.

29. **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.

30. **Guaranty:**

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.

31. **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. Contractor shall not stop work during pendency of mediation.

32. **Taxes:**

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

33. **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 properly 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.

34. **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.

35. **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.

36. **Experience-Process Equipment Manufacturers:**

Process equipment manufacturers shall have a minimum of five (5) years experience in the design and manufacturing of their product. The manufacturer of each item of equipment shall, in writing, provide to the Owner a list of installations of their equipment and operational data from a similar type installation. Test data or pilot plan data is NOT acceptable.

In lieu of the above, the Owner shall require a Performance Bond or Cash Bond of not less than one hundred fifty percent (150%) of the cost of the equipment, including installation, and also a five (5) year warranty guarantee on the piece of equipment, unless otherwise stipulated under other specific items in these specifications.

37. **Record Drawings:**

Record drawings shall be kept by each Contractor showing any items of construction and equipment for which he is responsible. These records shall also show any additional work, existing features, or utilities revealed by construction work which are not shown on the Contract Drawings. These records shall be kept up-to-date daily. They may be kept on a marked set of Contract Documents to be furnished prior to the beginning of the Work. They shall be available at all times during construction for reference by the Engineer and the Owner, and shall be delivered to the Owner upon completion of the Work prior to final payment.

38. **Operating, Maintenance, and Service Manuals:**

If applicable, each Contractor is required to provide three (3) complete Operating, Maintenance, and Service Manuals for all equipment for the entire system as furnished under his contract. The manual shall be indexed and bound in hard cover binders containing full information for each system, piece of equipment, and all controls.

Material submitted shall include, but not be limited to, the following:

- (a) Manufacturer's descriptive literature
- (b) Normal equipment operating characteristics
- (c) Performance data, curves, ratings, etc.

- (d) Wiring diagrams
- (e) Control diagrams with written descriptions of operations
- (f) Manufacturer's maintenance and service manuals
- (g) Spare parts and replacement parts lists
- (h) Name, address, and telephone number of local or nearest manufacturer's service organization.

All items shall be identified with the same identification, name, mark, number, etc., as indicated on drawings. All material must be submitted to the Owner or its representative(s) within six (6) months after award of the Contract.

39. **Operating Instructions:**

Unless otherwise specified in the Project Specifications, the following requirements shall be met:

(a) Contractors shall make available to the Owner, after all equipment is in operation and at a time agreed upon by Owner and Contractor, competent instructors well versed in the operation of the process, mechanical and electrical systems for the purpose of training Owner's personnel in all phases of operation of the equipment and systems.

(b) Instructions shall be conducted during consecutive normal working days, for a period satisfactory to the Owner.

(c) When deemed necessary by the Owner, these instructions shall include the services of factory-approved representatives for all major equipment, including controls.

40. **Examination of Plans, Site, Etc.:**

The Bidder(s) must examine for themselves the Specifications, Plans, profiles, etc., the location of the proposed Work, 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 all plans and

Specifications for the price bid. Any item or quantities contained either in the Specifications, or on profiles or Drawings, but omitted from the others respectively, will be considered part of the Work. 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 of services.

41. **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 sell used goods as new. Effective Date: June 30, 1993.

## **SPECIAL PROVISIONS**

### SP 1. **Scope:**

The Work to be performed under these Specifications includes the furnishing and installation of all materials, labor, equipment, supervision, appurtenances, and incidental work necessary to construct the Work shown on the Plans and specified herein. Where not called out on the Plans, specified herein, or shown on the bid schedule, all work and payment for same shall conform to the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction", 2000 edition and supplements thereto (referred to herein as the "Standard Specifications"). The intent of this Contract is to provide for the construction and completion of every detail of the Work described in the Contract and shown on the Plans. Should any detail or details be omitted from these Plans and/or Specifications, or be incorrect, it shall be the responsibility of the Contractor to bring this omission or inaccuracy to the attention of the Engineer and to furnish and install said details to properly complete the Work so that the Project will serve its intended function. Any reference to the Engineer in the contract specifications or plans is to the person, firm, or corporation with whom the Owner has contracted for this project for engineering services.

### SP 2. **Mobilization:**

The work under this item includes performing preparatory work and operations for beginning work on the project, including moving personnel, equipment, supplies and incidentals to the project site and establishing temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Payment for mobilization will be made at the lump sum price as shown in the Bid Schedule. Price and payment will be full compensation for furnishing and installing all labor, materials, equipment and incidental work necessary to complete the Work.

SP 3. **Survey Work:**

The County will provide all the work necessary in order to establish benchmarks, rights-of-way, and base lines of proposed Work. The Contractor shall be responsible for maintaining all benchmarks, reference points, and baselines. It shall be the responsibility of the Contractor to protect existing property corner monuments. If said monuments are disturbed, it is the responsibility of the Contractor to have them reset by a Registered Land Surveyor at no cost to the County. All costs associated with survey work shall be included in the lump sum item "Mobilization".

SP 5. **Clearing and Grubbing:**

The Work under this item includes clearing and grubbing the entire limits of the job, i.e., drainage rights-of-way, regular road rights-of-way, and temporary construction easements. All Work under this item shall be done in accordance with Section 110 of the "Standard Specifications" unless specifically modified therein or on the Plans.

All landscaped areas outside of the right-of-way disturbed by the Contractor shall be restored to their original condition.

It is the intent of this Section that all non-reusable materials be hauled away and disposed of by the Contractor.

Payment for clearing and grubbing will be made at the lump sum price as shown in the Bid Schedule. Price and payment will be full compensation for furnishing and installing all labor, materials, equipment and incidental work necessary to complete the Work.

Payment for removing and relocating mailboxes will be made under pay item number SP-26 as shown in the Bid Schedule.

Payment for removing and relocating newspaper boxes will be included in the lump sum item "Clearing and Grubbing".

Prices and payments will be full compensation for furnishing and installing all labor, materials, equipment, and incidental work necessary to complete the Work.

SP 9. **Open Cuts:**

When it becomes necessary to open cut an existing roadway, the Contractor shall immediately repair that roadway in accordance with FDOT Index 307. It is the intent of this Contract to have all open cuts repaired completely, as indicated above, prior to the end of the workday. All open cuts shall begin after 8:30 a.m. and be completed by 2:30 p.m., if school is in session.

SP 10. **Protection of Existing Utilities:**

Aboveground and underground utility lines exist within and adjacent to the right-of-way for the project. These utilities may or may not be shown on the Plans. The Contractor shall comply with all local, State, and Federal laws regarding the notification to utilities for locates. When necessary, the Contractor shall physically locate these and any other facilities so as not to damage them during construction activities, such as, but not limited to, installing drainage structures and pipe, ditch excavation and subsoil excavation. In the event the Contractor damages any of the utilities, the Contractor is responsible for and shall bear the cost of the repair.

No separate payment will be made for protection of existing utilities. No additional compensation will be paid for lost time should the Contractor damage these underground facilities and the facilities require repair before proceeding with work at or near the damage location.

SP 11. **Excavation:**

The work specified in this Section consists of the excavation and embankment required for the roadway and ditches and includes the preparation of subgrades, foundations, embankments, and other utilization or disposal of the materials excavated, and the compaction and dressing of excavated areas and embankments. Included under Excavation are materials of whatever nature which are encountered within the limits of excavation. The excavation in this Contract is considered unclassified under two types, regular and subsoil.



The quantity of excavation to be paid for will be the number of cubic yards of material removed.

Payment for excavation, including reuse of suitable material and off-site disposal of unsuitable and excess material, will be made at the contract unit price per cubic yard as shown in the Bid Form. Price and payment will be full compensation for furnishing all labor, materials, equipment and incidental items necessary to complete the Work.

SP 13. **Type B Stabilization:**

The Work specified in this Section consists of the construction of Type B Stabilization of the existing subgrade. The equipment, general construction requirements, materials, and composition shall conform to the FDOT Standard Specifications. General construction requirements shall be as specified in the FDOT Standard Specifications, with a minimum LBR of 40 as determined by the Limerock Bearing Ratio Method.

The quantity of the item Type B Stabilization to be paid for will be the number of square yards of stabilization completed and accepted.

Payment for the item Type B Stabilization, including furnishing and spreading of all stabilizing material required and any reprocessing of stabilization areas necessary to attain the specified bearing value, will be made at the contract unit price per square yard as shown in the Bid Form. Price and payment will be full compensation for furnishing and installing all labor, materials, equipment and incidental items necessary to complete the Work.

SP 14. **Type S-III Asphaltic Concrete Leveling Course:**

The Work specified in this Section consists of the construction of Type S-III Asphaltic Concrete Leveling Course upon a properly prepared existing pavement surface. The plant, operations methods, equipment, general construction requirements, materials, and composition shall conform to the FDOT Standard Specifications. General construction requirements shall be as specified in the FDOT Standard Specifications, with a minimum stability of 1,500 pounds as determined by the Marshall Stability Test.

The Contractor shall submit a current FDOT approved mix design to the Engineer for approval. This submittal shall be at least two (2) weeks prior to construction of the asphaltic concrete pavement.

The quantity of the item Type S-III Asphaltic Concrete Leveling Course to be paid for will be the weight of the mixture, in tons, completed and accepted.

Payment for the item Type S-III Asphaltic Concrete Leveling Course, including tack coat where necessary, will be made at the contract unit price per ton as shown in the Bid Form. Price and payment will be full compensation for furnishing and installing all labor, materials, including bituminous material (plant mix), equipment and incidental items necessary to complete the Work.

No separate measurement and payment will be made for prime coat and tack coat, which will be considered as incidental to asphaltic concrete construction.

SP 15. **Type S-I Asphaltic Concrete Surface Course:**

The Work specified in this Section consists of the construction of Type S-I Asphaltic Concrete Surface Course upon a properly prepared pavement surface. The plant, operations methods, equipment, general construction requirements, materials, and composition shall conform to the FDOT Standard Specifications. General construction requirements shall be as specified in the FDOT Standard Specifications, with a minimum stability of 1,500 pounds as determined by the Marshall Stability Test.

The Contractor shall submit a current FDOT approved mix design to the Engineer for approval. This submittal shall be at least two (2) weeks prior to construction of the asphaltic concrete pavement.

The quantity of the item Type S-I Asphaltic Concrete Surface Course to be paid for will be the number of tons of pavement completed and accepted.

Payment for the item Type S-I Asphaltic Concrete Surface Course, including tack coat where necessary, will be made at the contract unit price per square yard as shown in the Bid Form. Price and payment will be full

compensation for furnishing and installing all labor, materials, including bituminous material (plant mix), equipment and incidental items necessary to complete the Work.

No separate measurement and payment will be made for prime coat and tack coat, which shall be considered as incidental to asphaltic concrete construction.

SP 16.     **Type ABC-3 Asphaltic Concrete Base Course:**

The work specified in this Section consists of the construction of a Type ABC-3 Asphaltic Concrete Base Course upon a properly prepared subgrade. The plant, operations methods, and equipment shall conform to FDOT Standard Specifications. General construction requirements shall be as specified in the FDOT Standard Specifications, with a minimum stability of 1,000 pounds as determined by the Marshall Stability Test.

The Contractor shall submit a current FDOT approved mix design to the Engineer for approval. This submittal shall be at least two (2) weeks prior to construction of the asphaltic concrete pavement.

The quantity of the item Type ABC-3 Asphaltic Concrete Base Course to be paid for will be the number of square yards of pavement completed and accepted.

Payment for the item Type ABC-3 Asphaltic Concrete Base Course, including tack coat where necessary, will be made at the contract unit price per square yard as shown in the Bid Proposal. Price and payment will be full compensation for furnishing and installing all labor, materials, including bituminous material (plant mix), equipment, and incidental items necessary to complete the Work.

No separate measurement and payment will be made for prime coat and tack coat, which shall be considered as incidental to asphaltic concrete construction.

SP 17.     **Drainage Structures, Pipe and Culverts:**

The work under this Section includes constructing and installing drainage structures, pipe and culverts at the locations shown on the plans.

Materials, equipment and construction methods shall be in accordance with the appropriate sections in the FDOT Standard Specifications.

Payment for the various types and sizes of drainage structures will be made at the unit prices per each as shown in the Bid Form.

Payment for the various types and sizes of pipe and culverts will be made at the unit prices per linear foot as shown in the Bid Form.

Price and payment shall be full compensation for furnishing and installing all labor, materials, equipment, and incidental work necessary to complete the Work.

SP 20. **Removing and Replacing Roadway Signs:**

The work under this Section includes removing existing roadway signs and installing new roadway signs at the locations shown on the plans.

Materials, equipment and construction methods shall be in accordance with the appropriate sections in the FDOT Standard Specifications.

Payment for removing existing roadway signs will be made at the unit price per each as shown in the Bid Form.

Payment for installing new roadway signs will be made at the unit price per each as shown in the Bid Form.

Price and payment shall be full compensation for furnishing and installing all labor, materials, equipment, and incidental work necessary to complete the Work.

SP 21. **Striping and Marking:**

The work under this Section includes placing striping and marking on the finished pavement at the locations shown on the plans.

Materials, equipment and construction methods shall be in accordance with the appropriate sections in the FDOT Standard Specifications.

Payment for the various types, widths and colors of striping and marking will be made at the various unit prices shown in the Bid Form.

Price and payment shall be full compensation for furnishing and installing all labor, materials, equipment, and incidental work necessary to complete the Work.

SP 23. **Sodding:**

The work under this item includes establishing a stand of grass within the area shown in the Plans or as directed by the Engineer, by furnishing and placing grass sod, rolling, fertilizing, watering, and maintaining the sodded areas so as to assure a healthy stand of grass. The Work shall conform to Section 575 of the FDOT Standard Specifications. The final elevations shown on the Plans in sodded areas refer to the top of sod.

The quantity of the item Sodding to be paid for will be the number of square yards of sod completed and accepted.

Payment for the item Sodding, including installing sod, fill, fertilizer, dolomitic limestone and watering, will be made at the unit prices as shown in the Bid Form. Price and payment will be full compensation for furnishing and installing all labor, materials, equipment and incidental items necessary to complete the Work.

If mowing of sodded areas is deemed necessary by the Owner or Engineer, the Owner or Engineer will specify the areas to be mowed.

No separate payment will be made for mowing.

SP 24. **Seeding and Mulching:**

The work under this item includes establishing a stand of grass within the area shown in the Plans or as directed by the Engineer, by furnishing and placing grass seed, mulch, fertilizer and water, and maintaining the seeded and mulched areas so as to assure a healthy stand of grass. The Work shall conform to Section 570 of the FDOT Standard Specifications. The final elevations shown on the Plans in seeded areas refer to the top of grass.

The quantity of the item Seeding and Mulching to be paid for will be the number of square yards of seeding and mulching completed and accepted.

Payment for the item Seeding and Mulching, including furnishing and installing seed, mulch, fertilizer, dolomitic limestone and watering will be made at the unit

prices as shown in the Bid Form. Price and payment will be full compensation for furnishing and installing all labor, materials, equipment and incidental items necessary to complete the Work.

If mowing of seeded and mulched areas is deemed necessary by the Owner or Engineer, the Owner or Engineer will specify the areas to be mowed.

No separate payment will be made for mowing.

SP 25. **Geotechnical Reports:**

Ellis & Associates, Inc. out of Jacksonville, Florida has provided geotechnical reports on the sub-surface soil conditions for the project. These reports are attached to these Special Provisions as Appendix A and Appendix B. The Contractor shall become familiar with these reports and the findings of these reports for the purpose of preparing proposed bid prices, scheduling, installation of materials, excavation, fill, and all other tasks dependent on these sub-surface conditions.

SP 26. **Miscellaneous Site Work & Material:**

The item for "Miscellaneous Site Work & Material" shall be used for any quantities not listed in the schedule of values of the Bid Proposal or any other omissions in the Plans and/or specifications. The Contractor shall provide a value for this item to offset any such omissions. Payment for such items will be based on the Contractor's actual cost in materials and labor as approved by the Engineer.

END OF SPECIAL PROVISIONS

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END OF SPECIAL PROVISIONS





# JOHN CARLO, INCORPORATED

14165 N. Main Street  
Jacksonville, Florida 32218  
904.696.8865  
Fax 904.338.0174

June 7, 2004

Nassau County  
Board of County Commissioners  
Attn: Ms. Dawn Stevenson  
220 Nassau Place  
Yulee, Florida 32097

Letter # 001

**Re: Miner Road Realignment  
Notice To Proceed  
JCI # 5009**

Dear Ms. Stevenson:

We are requesting to be *reissued* a new Notice to Proceed date for the above-referenced project that would coincide with the date as listed in the signed contractual documents from Nassau County.

If you have any questions or concerns please feel free to call me at 904-225-4848.

Sincerely,

A handwritten signature in black ink, appearing to read "Bradley S. Missler", written over a horizontal line.

Bradley S. Missler  
Project Manager

Cc: David Erickson - JCI  
File - JCI

**APPROVED**

DATE 6-9-04

*June 15, 2004  
On the job by June 30, 2004*

**REVISED  
NOTICE TO PROCEED**

TO: JOHN CARLO, INC.  
45000 RIVER RIDGE DRIVE  
SUITE 200  
CLINTON TOWNSHIP, MI 48038

DATE: JUNE 15, 2004  
PROJECT: MINER ROAD  
REALIGNMENT &  
SIGNALIZATION

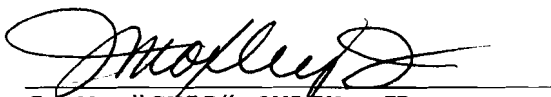
You are hereby notified to commence work in accordance with the Agreement dated the 12<sup>th</sup> day of May, 2004, on or before the 30<sup>th</sup> day of June, 2004, and you are to substantially complete the Work within 180 consecutive calendar days, and fully complete the Project in a total of 240 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore February 24, 2005.

OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

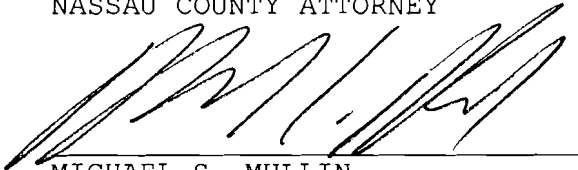
  
\_\_\_\_\_  
FLOYD L. VANZANT  
Its: Chairman

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:  
Jeanie F. Catenacci this 21st day of July, 2004.



Signature

Jeanie F. Catenacci  
Printed Name

Vice President  
Title

\*\*Note: This Notice to Proceed is being revised based on a motion of the Board of County Commissioners of Nassau County, Florida on June 9, 2004 authorizing a change in the date on the Notice to Proceed to June 15, 2004 and requiring the firm to be on the job by June 30, 2004.