

SPECIFICATIONS AND CONTRACT DOCUMENTS

for Construction of

SIGNALS AND ROADWAY IMPROVEMENTS

S.R. A1A AT LIME STREET

Nassau County, Florida

April 1996

GEE & JENSON

Engineers-Architects-Planners, Inc.
Jacksonville, Florida

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ADVERTISEMENT FOR BIDS
LIME STREET
NASSAU COUNTY, FLORIDA

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

S.R. A1A at Lime Street

The work includes paving, grading, traffic signal installation, milling and striping and work related thereto.

Plans and other Contract Documents are on file and may be examined at either the offices of Nassau County Department of Public Works, 2290 State Road 200, Fernandina Beach, Florida 32034, or Gee & Jenson Engineers-Architects-Planners, Inc., 9452 Phillips Highway, Suite 4, Jacksonville, Florida 32256.

Copies of the Plans and Specifications may be obtained at the office of Gee & Jenson. Charges for these Plans are \$40.00 for each complete set; which amount will not be refunded. Partial set of Plans and Specifications will not be issued. All requests for Plans and Specifications must be accompanied by a check or money order in the full amount of the purchase.

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

Sealed bids should be addressed to Board of County Commissioners, c/o T.J. Greeson, Clerk, Room 9, County Courthouse, Fernandina Beach, Florida 32034. Bids shall be received not later than 2:00 PM, May 8, 1996. Bids will be opened and read at 2:05 PM, May 8, 1996 in Room 9. Original and four (4) copies of the sealed bids shall be provided. Bidder's envelope shall be marked: **SR A1A/LIME STREET AND ROADWAY IMPROVEMENT.**

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

Dated this 12th of April 1996.

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

ATTEST:

T.J. GREESON, EX-OFFICIO CLERK

INSTRUCTIONS TO BIDDERS

1.01 GENERAL INSTRUCTIONS

- A. **Bid Date:** Sealed proposals will be received at the office of the Clerk, Room 9, County Courthouse, Fernandina Beach, Florida 32034 until 2:00 PM, local time, May 8, 1996. No Bidder may withdraw a proposal within 60 days after the actual date of the opening thereof.
- B. **Proposals:** All work described in the Contract Documents shall be included in the proposal for the General Contract. Sealed proposals for this project shall be submitted in original and four (4) copies on the proposal forms enclosed with these Specifications and shall be clearly marked "Construction Bid, SR A1A/Lime Street and Roadway Improvements." The outside of the envelope shall bear the name of the Bidder, his address, the time of bid opening and the name of the project for which the bid is submitted.

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

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

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

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

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

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

F. Standard Basis for Bidding:

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

G. Submittal with Bid:

- 1. Bidders shall furnish names and class of work to be performed by Subcontractors using forms provided.
- 2. Bidders shall furnish a statement of experience listed under Paragraph J.

H. Contract Award and Execution:

- 1. Until final award of Contract, the Owner reserves the right to reject any and all Bids, with or without cause; to waive any informality or irregularity; or to accept the Bid which is in the best interest of the Owner.

2. It is the intent of the Owner to award a Contract to the lowest responsible Bidder whose Bid is in conformance with the Bidding Documents and does not exceed the funds available.
 3. No Contract adjustments or extras over the amounts bid arising from claims of lost profit, overhead or costs due to non-award of less than the total project will be allowed.
 4. Upon acceptance of a Bid and award of Contract, the successful Bidder shall deliver the executed Contract, along with required bonds and any other items requested, to the Owner within 10 days. Failure to do so will be deemed as a breach of agreement by the Bidder and result in forfeiture of bid security as described in the Instructions to Bidders.
- I. Testing, Fees and Insurance: The cost of insurance and all testing services for soils, paving, concrete and the like should be included in the bid price.
 - J. Ability to Perform Work: Any Bidder may be required, before the award of any Contract, to show to the complete satisfaction of the Owner that he has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that has had experience in construction work of the same or similar nature; and that he has a past history and references which will serve to satisfy the Owner beyond any doubt as to his qualifications for doing the work.
 1. To aid the Owner in this determination, each Bidder shall submit with the Bid a Statement of Experience, including but not limited to, the following information:
 - a. Bidder's name, address, principals of the company.
 - b. How long in business and how long at current address.
 - c. Type of work normally performed.
 - d. Projects of this type previously completed by Contractor.
 - e. References.
 - f. Financial status.
 - g. Equipment available for this project.
 - h. Number of personnel currently employed and number available for this project.

1.02 DEFINITIONS

A. Contract Documents:

1. The contract documents consist of the Agreement (EJCDC Standard Form of Agreement, No. 1910-8-A-1, 1983 Edition), Exhibits to the Agreement, Performance and other Bonds, Notice of Award, General Conditions

(EJCDC No. 1910-8, 1983 Edition), Supplementary Conditions to the General Conditions, Special Conditions, General Requirements, the Specifications, the Drawings, any Addenda issued prior to Opening Bids, Contractor's Bid and documentation submitted by Contractor prior to submittal of Bid.

2. Conflicts: Wherever conflicts exist among the contract documents the governing order shall be as listed in the above paragraph 1.02, A., 1.

B. Owner: County of Nassau, Florida

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

C. Project: S.R. A1A at Lime Street
Roadway Improvements
Nassau County, Florida

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

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

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

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

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

H. NIC: The term "NIC" used throughout the Drawings and these Specifications means "Not included in this Contract".

I. Approved Equal and/or Acceptable: The term "Approved Equal and/or Acceptable" used throughout the Drawings and these Specifications means as approved by the Engineer.

1.03 SUMMARY OF WORK

A. Extent of Work: The Contractor shall furnish labor, material, services, and equipment to complete the work in accordance with the drawings and as specified herein.

B. Work to be Performed Under Separate Contracts: None.

- C. Items Furnished and Installed by Others: None.
- D. Items Furnished by the Owner and Installed by the Contractor: See listing in plans.
- E. The Contractor will be furnished with 3 sets of drawings and specifications by the Owner for his use in construction. Additional sets may be purchased by the Contractor for the cost of reproduction and distribution.

1.04 INSURANCE

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

1.05 DRAWINGS AND SPECIFICATIONS

- A. The Drawings and Specifications are intended to be fully explanatory and supplementary. However, should anything be shown, indicated or specified on one and not the other, it shall be done the same as if shown, indicated or specified in both.
- B. Should either the drawings and the specifications and the General Conditions contradict each other in any point, or require clarification, the Contractor must call the same to the attention of the Engineer who's interpretation will govern the performance of the work and no allowance shall be made on behalf of the Contractor for error or negligence on his part in this connection.
- C. Should any error or inconsistency appear in Drawings or Specifications, the Contractor, before proceeding with the work, must make mention of the same to the Engineer for proper adjustment, and in no case proceed with the work in uncertainty nor with insufficient Drawings.
- D. The Contractor and each Subcontractor shall be responsible for verification of all measurements before ordering any materials or doing any work.
- E. Follow sizes in Specifications or figures on Drawings in preference to scale measurements.
- F. Where it is obvious that a drawing illustrates only a part of a given work or of a number of items the remainder shall be deemed repetitious and so constructed.

- G. Under the various sections of the Specifications any descriptive heading or listing of work in the particular branch referred to, are intended to recite generally to the Contractor the principal items included and covered thereunder. Should such headings or descriptions above referred to, fail to mention any item obviously necessary for the completion of that particular branch of the work, it shall not relieve the Contractor of the responsibility of furnishing such items not specifically listed thereunder.
- H. The Owner reserves the right to alter or modify the Drawings and Specifications in and particular, and the Engineer shall be at liberty to make any reasonable amount of deviation in the construction detail or execution without in either case, invalidating or rendering void the Contract. In case any such alteration or deviation shall increase or diminish the cost of doing the work, the amount to be allowed to the Contractor or Owner shall be the unit prices identified on the Bid Form.

1.06 PERMITS, UTILITIES, PROTECTION

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

1.07 CLEANING UP

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

1.08 PRECONSTRUCTION CONFERENCE

- A. Before starting any construction work on this project, a conference will be held in the Owner's office for the purpose of verifying general procedures, expediting shop drawings and schedules and to establish a working understanding between the parties concerned with this project.
- B. Present at the conference shall be representatives of the Owner, a responsible representative of the Contractor, the Contractor's Job Superintendent, the Utility Representatives and representatives of the Engineer.
- C. The Contractor shall also instruct his Subcontractors or their representatives to attend this meeting.

- D. The Contractor shall bring to this meeting the following information:
1. Contract Documents not yet submitted.
 2. Proposed Job Progress Schedule.
 3. Maintenance of Traffic Plan.
 4. Complete list of Proposed Subcontractors and material suppliers for all phases of the work, including those not previously submitted with the Proposal.

1.09 TESTING AND INSPECTION

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

2 copies to the Engineer
1 copy to the Owner

and number as requested to the Contractor and Supplier.

1.10 AS-BUILT DRAWINGS

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

- e. Final as-built drawings shall be completed on Mylars provided by the Engineer and returned to the Engineer upon completion of the work and are subject to the approval of the Engineer.
- f. All drainage structures shall have invert elevations recorded.

1.11 WARRANTY

- A. The Contractor shall warrant that all materials and equipment furnished for the project will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents.
- B. All work not so conforming to these standards may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- C. The warranty provided in this paragraph and elsewhere in the contract documents shall be in addition to and not in limitation of any other warranty or remedy required by law or by the contract documents.

1.12 MATERIALS AND EQUIPMENT

- A. Unless otherwise specified, all materials shall be new and of types, grades or classes as herein specified. All materials shall be free from defects impairing strength, durability or appearance.
- B. All materials shall be carefully handled to preclude damage and shall be properly stored at the site to prevent deterioration, injury or the intrusion of foreign matter. Damaged or deteriorated materials shall be promptly removed from the site.

1.13 LIENS

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

1.14 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

- A. The Contractor shall supervise and direct the work effectively and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. It shall be the Contractor's responsibility to carefully study and compare the Contract Documents and to check and verify all figures shown thereon and all field measurements.

- B. The Contractor shall keep on the work at all times during its progress a resident superintendent satisfactory to the Engineer. The superintendent shall not be replaced without the consent of the Engineer. No superintendent shall be assigned more than one Contract. The superintendent shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

1.15 TIME FOR COMPLETION

- A. The Contractor shall have reached substantial completion not later than 120 days after receipt of Notice to Proceed.
- B. Final Completion, including ALL punch list items, shall be completed no later than 30 days after substantial completion.

1.16 PREMIUMS AND LIQUIDATED DAMAGES

- A. For each calendar day that any part of the work remains unfinished after the expiration of the Contract Time, the sum per day of \$100 shall be deducted from any monies due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both.
- B. The amount of these deductions is to cover liquidated damages to the Owner incurred by additional and other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered as penalties.

1.17 REGULATORY REQUIREMENTS

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

END OF SECTION

SUBMIT ORIGINAL
AND FOUR COPIES

BID FORM
FOR CONSTRUCTION OF
SIGNALS AND ROADWAY IMPROVEMENTS
S.R. A1A AT LIME STREET
COUNTY OF NASSAU, FLORIDA

SUBMITTED BY: American Lighting & S. Inc. SUBMITTED: 5-7-, 1996
12165 U.S. 301 N.
Parrish, FL 34219

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

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

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

ITEM NO.	ITEM	UNIT	QUANT.	UNIT PRICE	AMOUNT
ROADWAY & DRAINAGE ITEMS					
101-1	MOBILIZATION	LS	1	\$4000 ⁰⁰	\$4000 ⁰⁰
102-1	MAINTENANCE OF TRAFFIC	LS	1	1000 ⁰⁰	1000 ⁰⁰
104-14	EROSION CONTROL	LS	1	1000 ⁰⁰	1000 ⁰⁰
110-1	CLEARING AND GRUBBING	LS	1	5500 ⁰⁰	5500 ⁰⁰
120-4	SUBSOIL EXCAVATION (UNSUITABLE MATERIALS)	CY	50	13 ⁰⁰	650 ⁰⁰
120-9	EXCAVATION, EMBANKMENT AND GRADING	LS	1	8500 ⁰⁰	8500 ⁰⁰
160-6	STABILIZED SUBBASE (8")	SY	1,450	5 ⁰⁰	7250 ⁰⁰
200-1	LIMEROCK BASE (6")	SY	1,400	8 ⁰⁰	11200 ⁰⁰
327-70	MILLING EXISTING ASPHALT PAVEMENT	SY	1,150	4 ⁵⁰ 6 ⁰⁰ 3A	5175 ⁰⁰ 510 ⁰⁰ 3A
300-1-3	BITUMINOUS MATERIAL (TACK)	GA	85	6 ⁰⁰ 4 ⁵⁰ 3A	510 ⁰⁰
331-72A	TYPE S-1 ASPHALTIC CONCRETE (1½")	SY	1,400	5 ⁰⁰	7000 ⁰⁰
331-72B	TYPE S-1 ASPHALTIC CONCRETE (1" OVERLAY)	SY	1,150	4 ⁰⁰	4600 ⁰⁰
520-1-10	CONCRETE CURB AND GUTTER (TYPE E) (24")	LF	75	16 ⁰⁰	1200 ⁰⁰
522-1	CONCRETE SIDEWALK (4")	SY	22	22 ⁰⁰	484 ⁰⁰
570-2	GRASSING (SEED & MULCH)	SY	1,270	0 ⁴⁰	508 ⁰⁰
TOTAL OF ROADWAY & DRAINAGE ITEMS					\$ 58,577 ⁰⁰
SIGNING & PAVEMENT MARKING ITEMS					
700-40-1	SIGN, SINGLE POST (LESS THAN 12 S.F.)	AS	7	150 ⁰⁰	1050 ⁰⁰
700-48-18	SIGN PANEL (INSTALL) (16 S.F. OR LESS)	EA	8	100 ⁰⁰	800 ⁰⁰
706-1-12A	REFLECTIVE PAVEMENT MARKER (MONO-DIR. COLORLESS)	EA	104	5 ⁰⁰	520 ⁰⁰
706-1-12B	REFLECTIVE PAVEMENT MARKER (BI-DIR., AMBER)	EA	52	5 ⁰⁰	260 ⁰⁰
711-3	PAVEMENT MESSAGES, THERMOPLASTIC	EA	3	100 ⁰⁰	300 ⁰⁰
711-4	DIRECTIONAL ARROWS, THERMOPLASTIC	EA	8	30 ⁰⁰	240 ⁰⁰
711-35-121	SOLID TRAFFIC STRIPE, THERMOPLASTIC (12" WHITE)	LF	380	0 ⁵⁰	650 ⁰⁰ 190.0
711-35-181	SOLID TRAFFIC STRIPE THERMOPLASTIC (18" WHITE)	LF	35	1 ⁵⁰	570 ⁰⁰ 52.5
711-35-241	SOLID TRAFFIC STRIPE, THERMOPLASTIC (24" WHITE)	LF	30	2 ⁰⁰	70 ⁰⁰ 60.00
711-35-61	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" WHITE)	LF	1,300	3 ⁰⁰	90 ⁰⁰ 3,900
711-36-61	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" YELLOW)	LF	1,350	0 ⁷⁵	1012 ⁵⁰
TOTAL OF SIGNING & PAVEMENT ITEMS					\$ 5562 ⁵⁰ 8,38

ITEM NO.	ITEM	UNIT	QUANT.	UNIT PRICE	AMOUNT
SIGNALIZATION ITEMS					
620-1-1	GROUNDING ELECTRODE	LF	130	4 ⁰⁰	520 ⁰⁰
630-1-12	CONDUIT (UNDERGROUND)	LF	89	5 ⁰⁰	445 ⁰⁰
630-1-13	CONDUIT (UNDER PAVEMENT)	LF	45	18 ⁰⁰	810 ⁰⁰
632-7-1	CABLE (SIGNAL)	PI	1	350 ⁰⁰ 135A	5668 ⁰⁰ 13500
635-1-11	PULL AND JUNCTION BOXES	EA	6	200 ⁰⁰	1200 ⁰⁰
639-1-12	ELECTRICAL POWER SERVICE	AS	1	500 ⁰⁰	500 ⁰⁰
639-2-1	ELECTRICAL SERVICE WIRE	LF	15	2 ⁰⁰	30 ⁰⁰ 3000SA
647-13-82	MAST ARM COMBINATION, STD. (DOUBLE 40', 42' ARMS)	EA	1	17000 ⁰⁰	17000 ⁰⁰
647-13-90	MAST ARM COMBINATION, STD. (DOUBLE 34', 56' ARMS)	EA	1	19000 ⁰⁰	19000 ⁰⁰
650-1-331	TRAFFIC SIGNAL, 12" STD. (3-SECTION, 1-WAY) (INSTALL)	AS	7	70 ⁰⁰	490 ⁰⁰
650-9-351	TRAFFIC SIGNAL, 12" STD. (5-SECTION, 1-WAY) (INSTALL)	AS	2	100 ⁰⁰	200 ⁰⁰
653-312	PEDESTRIAN SIGNALS (2-WAY) (INSTALL)	EA	4	60 ⁰⁰	240 ⁰⁰
659-107	SIGNAL HEAD AUXILIARIES (ALUMINUM PEDESTAL)	EA	2	500 ⁰⁰	1000 ⁰⁰
660-1-102	INDUCTIVE LOOP DETECTOR (DELAY)	EA	7	120 ⁰⁰	840 ⁰⁰
660-2-106	LOOP ASSEMBLY (TYPE F)	AS	8	600 ⁰⁰	4800 ⁰⁰
665-11	PEDESTRIAN DETECTOR (INCL. SIGNS FTP 47 & FTP 49)	EA	15	105 ⁰⁰	1575 ⁰⁰
670-133-05	ACTUATED SOLID STATE CONTROLLER ASSEMBLY (INSTALL)	AS	1	1000 ⁰⁰	1000 ⁰⁰
630-1-14	CONDUIT (UNDERGROUND-JACKED)	LF	436	13 ⁰⁰	5668 ⁰⁰
TOTAL OF SIGNALIZATION ITEMS				\$ 58,818 ⁰⁰	
TOTAL BID (ALL ITEMS)				\$ 122,951⁵⁰	
				125,780	

The Bidder proposes to furnish a complete installation in 150 days.

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


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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

RESPECTFULLY SUBMITTED:



Signature Stewart L. Asplundh
12115 US 301 North
Street Address

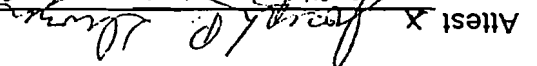
President
Parrish FI State 34219 Zip

(If Corporation, President, Secretary and Treasurer identification.)

Stewart L. Asplundh, President

Joseph P. Dwyer, Secretary - Treasurer

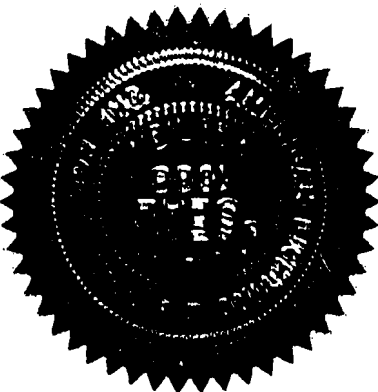
SEAL (If Bid is by a Corporation)

Attest X 

JOSEPH P. DWYER, SECRETARY - TREASURER

Proposed Superintendent:

James Hardiman



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

Type of Work

Name and Address of Subcontractor

~~New Smyrna Beach, FL 32168~~

BFU-5

STATEMENT OF EXPERIENCE

Identifier: American Lighting & Signalization, Inc.
 12165 U.S. 301 N. Parrish FL 34219.
 13 years at Current Address 7
 Principals: Stewart Appleby Title President
 Larry Carrel Title General Manager
 James Handman Title Branch Manager

Type of Work: Lighting & Signalization.
 Objects of Work: Please see attached Current Capacity
 1. Amount \$
 2. Amount \$
 3. Amount \$

References: 1. Juanita Moore FDOT
 Tel. No. (904) 419-4000
 2. Amount \$
 3. Amount \$

2. Tel. No.
 3. Tel. No.

Financial Status: Maximum Capacity Rating \$30,500,000.
 Tel. No.

Equipment:

All necessary equipment to perform
the project properly

Number of Personnel Currently Employed:

160

Number of Personnel Available for Project:

30

Other
Pertinent
Information:

NOTE:

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

END OF SECTION

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

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General  Contractors of America

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

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

THIS AGREEMENT is dated as of the _____ day of _____ in the
year 19 _____ by and between _____

COUNTY OF NASSAU _____ (hereinafter called **OWNER**) and

(hereinafter called **CONTRACTOR**).

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

Article 1. WORK.

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

Construction of Signals and Roadway Improvements
S.R. A1A at Lime Street
Nassau County, Florida

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

Same as above.

Article 2. ENGINEER.

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

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

Article 3. CONTRACT TIMES.

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

3.1 The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 150 days after the date when the Contract Times commence to run.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER ONE HUNDRED AND NO/100 dollars (\$ 100.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ONE HUNDRED dollars (\$ 100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

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

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

Article 4. CONTRACT PRICE.

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

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

_____ (\$ _____)
(use words) figures

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

plus

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

UNIT PRICE WORK

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

TOTAL OF ALL UNIT PRICES _____ \$ _____ (dollars)
(use words)

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

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

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

Article 5. PAYMENT PROCEDURES.

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

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

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

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

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

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

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

Article 6. INTEREST.

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

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

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

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

Article 8. CONTRACT DOCUMENTS.

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

- 8.1. This Agreement (pages 1 to 8, inclusive).
- 8.2. Exhibits to this Agreement (pages N/A to N/A, inclusive).
- 8.3. Performance, Payment, and other Bonds, identified as exhibits B & C and consisting of 4 pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 42, inclusive).
- 8.6. Supplementary Conditions (pages SGC-1 to SGC-5, inclusive).
- 8.7. Specifications bearing the title SIGNALS AND ROADWAY IMPROVEMENTS
S.R. A1A AT LIME ST and consisting of 2 divisions and
N/A pages, as listed in table of contents thereof.
- 8.8. Drawings consisting of a cover sheet and sheets numbered T-1 through T-8, inclusive with each sheet bearing the following general title:

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

- 8.9. Addenda numbers _____ to _____, inclusive.

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

- 8.10. CONTRACTOR's Bid (pages BFU-1 to BFU-5, inclusive) marked exhibit A.

[Attach actual Bid only in special circumstances.]

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

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

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

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

Article 9. MISCELLANEOUS.

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

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

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

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

9.5 OTHER PROVISIONS.

[Insert other provisions here if applicable.]

SECRETARY'S CERTIFICATE

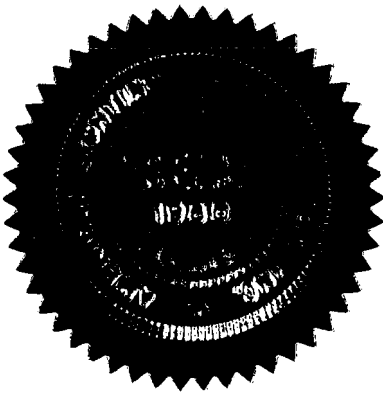
OFFICERS OF AMERICAN LIGHTING & SIGNALIZATION, INC.

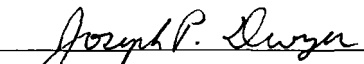
The undersigned, being the Secretary/Treasurer of American Lighting & Signalization, Inc., a Florida corporation (the "Corporation") does hereby certify that the following are the officers of American Lighting & Signalization duly elected by the Board of Directors duly called and held on June 3, 1996 at which a quorum was present and acting throughout, and that such officers are in office as of the date hereof.

Stewart L. Asplundh
Lawrence J. Cassel
Joseph P. Dwyer
James R. Hardiman

President
Vice President
Secretary-Treasurer
Asst. Secretary

IN WITNESS WHEREOF, I have hereunto subscribed my signature and affixed the seal of the Corporation this 7th day of August, 1996.




JOSEPH P. DWYER, Secretary-Treasurer

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

This Agreement will be effective on July 22, 19 96 (which is the Effective Date of the Agreement).

OWNER COUNTY OF NASSAU

CONTRACTOR American Lighting + Signolization

By: [Signature]

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices

P.O. Box 1010

FERNANDINA BEACH FL 32035

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

By: [Signature]

[CORPORATE SEAL]

Attest [Signature]

Joseph P. Dwyer, SECRETARY - TREASURER

Address for giving notices

11747 Phillips Highway
Jacksonville, FL 32256

License No. _____

Agent for service of process: _____

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

**STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT**

Prepared by
Engineers Joint Contract Documents Committee
and

Issued and Published Jointly By



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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General  Contractors of America

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

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GENERAL CONDITIONS

ARTICLE I—DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.29. *PCBs*—Polychlorinated biphenyls.

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

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

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

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

1.34. *Samples*—Physical examples of materials, equipment, Work and which establish the standards by which such portion of the Work will be judged.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2—PRELIMINARY MATTERS

Delivery of Bonds

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

Copies of Documents

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

Commencement of Contract Times; Notice to Proceed

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

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

Starting the Work

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

Before Starting Construction

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

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

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

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

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

Preconstruction Conference

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

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

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

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

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

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

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

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

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

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

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

Intent:

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

2.9. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

Initially Acceptable Schedules:

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

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

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

Amending and Supplementing Contract Documents:

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

3.5.1. a formal Written Amendment.

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

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

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

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

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

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

Reuse of Documents:

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

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

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

Availability of Lands:

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

4.2. Subsurface and Physical Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, however, OWNER, ENGINEER and ENGINEER'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.3. Physical Conditions—Underground Facilities:

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

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

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

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

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

Reference Points:

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

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

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

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

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

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

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

Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

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

ARTICLE 5—BONDS AND INSURANCE

Performance, Payment and Other Bonds:

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

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

Licensed Sureties and Insurers; Certificates of Insurance:

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

CONTRACTOR'S Liability Insurance:

companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.3.2. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7 hereof.

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

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

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

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

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

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

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

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

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

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

5.4.9. include completed operations insurance;

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

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

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

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

OWNER'S Liability Insurance:

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

Property Insurance:

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

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

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

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

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

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

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

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

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

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

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

5.11.1. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to the risk of loss within such identified deductible amounts that are identified in the extent of any deductible amounts or others in the Work to the CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.11. Waiver of Rights:

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

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

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

Acceptance of Bonds and Insurance; Option to Replace:

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

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

Receipt and Application of Insurance Proceeds

5.11.2 shall contain provisions to the effect that in the event of loss, damage or consequential loss referred to in this paragraph Any insurance policy maintained by OWNER covering any 14.8 or after final payment pursuant to paragraph 14.13. 14.10, after substantial completion pursuant to paragraph 14.10, during partial utilization pursuant to paragraph 14.10, maintained on the completed Project or part thereof by or other insured perils covered by any property insurance part thereof caused by, arising out of or resulting from fire 5.11.2.2. loss or damage to the completed Project or

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

Partial Utilization—Property Insurance:

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

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

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

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

Labor, Materials and Equipment:

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

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

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

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

Progress Schedule:

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

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

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

6.7. Substitutes and "Or-Equal" Items:

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

6.7.1.1. "Or-Equal": If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2. *Substitute Items*: If in ENGINEER's sole

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

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

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

Concerning Subcontractors, Suppliers and Others:

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

ENGINEER will be similar to that provided in subparagraph 6.7.1.2. The procedure for review by ENGINEER shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

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

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

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

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

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

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

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

Patent Fees and Royalties:

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

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

Permits:

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

Laws and Regulations:

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

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

Taxes:

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

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

Use of Premises:

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

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

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

Record Documents:

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

Safety and Protection:

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

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

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

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

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

Safety Representative:

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

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

Hazard Communication Programs:

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

Emergencies:

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

6.24. Shop Drawings and Samples:

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

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

6.25. Submittal Procedures:

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

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

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

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

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

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

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

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

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

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

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

Continuing the Work:

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

6.30. CONTRACTOR'S General Warranty and Guarantee:

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

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

6.30.1.2. normal wear and tear under normal usage.

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

6.30.2.1. observations by ENGINEER;

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

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

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

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

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

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

6.30.2.8. any correction of defective Work by OWNER.

Indemnification:

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

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

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

Survival of Obligations:

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

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

ARTICLE 7—OTHER WORK

Related Work at Site:

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

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

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

Coordination:

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

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

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

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

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

ARTICLE 8—OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

Visits to Site:

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

OWNER'S Representative:

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

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

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

accordance with the Contract Documents.

8.9. The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in

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

Rejecting Defective Work:

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

Authorized Variations in Work:

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

Clarifications and Interpretations:

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

Project Representative:

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

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

Shop Drawings, Change Orders and Payments:

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

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

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

Determinations for Unit Prices:

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

Decisions on Disputes:

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

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

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

9.13. Limitations on ENGINEER's Authority and Responsibilities:

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

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

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

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

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

ARTICLE 10—CHANGES IN THE WORK

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

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

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

ARTICLE 11—CHANGE OF CONTRACT PRICE

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

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

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

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

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

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

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

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

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

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

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

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

Cost of the Work:

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

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

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

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

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

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

11.4.5. Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.6.1. a mutually acceptable fixed fee; or

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

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

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

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

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

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

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

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

Cash Allowances:

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

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

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

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

11.9. Unit Price Work:

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

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

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

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

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

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

ARTICLE 12—CHANGE OF CONTRACT TIMES

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

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

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

12.3. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

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

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

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

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

Access to Work:

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

Tests and Inspections:

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

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

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

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

13.4.3. as otherwise specifically provided in the Contract Documents.

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

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

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

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

Uncovering Work:

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

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

OWNER May Stop the Work:

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

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

Correction or Removal of Defective Work:

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

13.12. Correction Period:

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

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

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

Acceptance of Defective Work:

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

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

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

14.5.1. the Work has progressed to the point indicated.

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

14.5.3. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

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

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

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

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

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

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

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

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

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

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

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

Review of Applications for Progress Payment:

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

CONTRACTOR'S Warranty of Title:

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

Application for Progress Payment:

Unit Price Work will be based on the number of units completed.

will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of

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

Final Inspection:

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

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

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

Partial Utilization:

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

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

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

Substantial Completion:

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

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

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

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

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

Final Payment and Acceptance:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfaction to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfaction to OWNER to indemnify OWNER against any Lien.

Final Application for Payment:

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

CONTRACTOR.

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

Waiver of Claims:

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

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

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

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

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

OWNER May Terminate:

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

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

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

15.2.2. if CONTRACTOR disregards the authority of ENGINEER; or

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

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

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

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

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

ARTICLE 16—DISPUTE RESOLUTION

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

CONTRACTOR May Stop Work or Terminate:

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

15.4.4. for reasonable expenses directly attributable to termination.

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

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

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

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

ARTICLE 17—MISCELLANEOUS

Giving Notice:

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

Computation of Times:

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

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

Notice of Claim:

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

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

Cumulative Remedies:

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

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

Professional Fees and Court Costs Included:

[The remainder of this page was left blank intentionally.]

Construction Performance Bond

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

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name and Address): _____

CONSTRUCTION CONTRACT

Date: _____

Amount: _____

Description (Name and Location): _____

BOND

Date (Not earlier than Construction Contract Date): _____

Amount: _____

Modifications to this Bond Form: _____

CONTRACTOR AS PRINCIPAL

Signature: _____

Name and Title: _____

Company: _____

(Corp. Seal)

SURETY

Signature: _____

Name and Title: _____

Company: _____

(Corp. Seal)

CONTRACTOR AS PRINCIPAL

Signature: _____

Name and Title: _____

Company: _____

(Corp. Seal)

SURETY

Signature: _____

Name and Title: _____

Company: _____

(Corp. Seal)

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

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

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

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

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

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

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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

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

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

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of performance or non-performance of the Contractor.

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

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

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

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

12. Definitions.

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

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

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

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

Construction Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Signature: _____
Company: _____
(Corp. Seal)
SURETY
Signature: _____
Company: _____
(Corp. Seal)
Name and Title: _____

CONTRACTOR AS PRINCIPAL
Signature: _____
Company: _____
(Corp. Seal)
SURETY
Signature: _____
Company: _____
(Corp. Seal)
Name and Title: _____

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

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

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

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

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

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

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

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

4.3. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. DEFINITIONS

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

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

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

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

SUPPLEMENTARY CONDITIONS
TO THE
GENERAL CONDITIONS

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

ARTICLE 1 - DEFINITIONS

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

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

Add the following terms after Paragraph 1.45:

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS

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

Delete Paragraph 2.3. and replace with the following:

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

Add the following to Paragraph 2.5.:

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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

Add the following to Paragraph 3.2.:

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

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

In the second line of Paragraph 4.2.1., change the term "...Supplementary Conditions..." to read "...bidding requirements...".
In the fifth and sixth lines of Paragraph 4.2.2., change the term "Supplementary Conditions..." to read "...bidding requirements...".

ARTICLE 5 - BONDS AND INSURANCE

In the first line of Paragraph 5.4., following the word "...maintain...", insert the words, "...in a company or companies licensed to do business in the State of Florida,..."
Add the following after Paragraph 5.4.13:
5.4.14. The limits of liability for the insurance required shall provide coverage for not less than the following amounts.

A.		Workers' Compensation, etc. under paragraphs 5.4.1 and 5.4.2:	
1.	State	Statutory	
2.	Applicable Federal	Statutory	
3.	Employer's Liability and/or Maritime)	Statutory	Limits Provided Below
B.		Contractor's Liability Insurance	
		under paragraphs 5.4.3 through 5.4.5, which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:	
1.	Comprehensive General Liability	\$500,000 each person	
2.	Bodily Injury Including Death	\$1,000,000	
3.	Property Damage (each occurrence)	\$500,000 each occurrence	
C.		Automobile Liability under paragraph 5.4.6:	
1.	Bodily Injury: Each Person	\$500,000	
	Each Accident	\$500,000	

Property Damage: Each Occurrence \$100,000

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

1.	General Aggregate	\$1,000,000
2.	Bodily Injury and Property Damage Combined	\$500,000

Delete Paragraph 5.6. and substitute the following:

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

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

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

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

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

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

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

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

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

Delete Paragraph 5.9. in its entirety.

Delete Paragraph 5.10. in its entirety.

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

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

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

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Add the following after Paragraph 6.5.:

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

Delete Paragraph 6.7. in its entirety.

Delete Paragraph 6.7.2. in its entirety.

Add the following after Paragraph 6.13:

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

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

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

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

Add the following after Paragraph 6.31:

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

- A. One dollar (\$1.00) in hand paid by OWNER, ENGINEER, and ENGINEER's employees to CONTRACTOR, receipt whereof is hereby acknowledged and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of OWNER, ENGINEER, and ENGINEER's employees under the requirements of Section 725.06, Florida Statutes, and;
- B. The entry of OWNER and CONTRACTOR into the construction contract because, but for CONTRACTOR's promises as contained in the General Conditions,

OWNER would not have entered into the construction contract with CONTRACTOR.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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

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

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

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

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

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

Add the following after Article 17:

ARTICLE 18 - CERTIFICATION OF WAGE RATES

Wage Rate Requirements:

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

CONTRACTOR, his Subcontractors and sub-tier contractors shall comply with the applicable Civil Statutes of the State of Florida.

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

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

END OF SECTION

TECHNICAL PROVISIONS

Description of Work

1. Signal Installation and Signs:
The Contractor shall provide a complete signal installation as shown on the Plans. Items noted in the tabulation of quantities shall be provided by FDOT for installation by the Contractor. Detector loops beneath the pavement are to be installed by Contractor. Signs are to be installed as shown on Sheets T-4 and T-8.
 2. Pavement Marking:
The existing pavement markings on SR A1A are to be removed by milling the areas shown on Sheet T-4 and overlaying with pavement. New striping, pavement messages, directional arrows and reflective pavement markers are to be placed as shown on Sheets T-4 and T-8.
 3. Lime Street Paving:
The Contractor is to construct a new roadway on Lime Street between A1A and 10th Street as shown on Sheet T-8.
- Technical Specification
- Governing specifications will be FDOT "Standard Specifications for Road & Bridge Construction" dated 1991 and supplements thereto. General notes on the plans will indicate additional requirements.

CONTRACT TECHNICAL SPECIFICATIONS

The 1991 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, The 1991 Florida Department of Transportation Traffic Engineering Office Evaluation Criteria for Traffic Control Devices and The Florida Department of Transportation January, 1992 Roadway and Traffic Design Standards Index # 17781 are hereby made a part of these specifications. All specifications, standards, publications, manuals, policies and procedures referenced in whole or part in the above specifications are hereby made a part of these specifications (except where specifically changed, modified or deleted in these Special Provisions).

MODIFICATIONS AND CHANGES:

- I. Changes to the 1991 Florida Department of Transportation Standard Specifications for Road and Bridge Construction:

SECTION 611

ACCEPTANCE PROCEDURES.

SUBARTICLE 611-4.5 Inductive Loop Assembly: (page 551).

The last sentence is changed to read: "The insulation resistance of each inductive loop assembly shall be recorded and shall be equal to or greater than one hundred (100) megohms."

SECTION 660

INDUCTIVE LOOP DETECTORS.

SUBARTICLE 660-2.2 SAW CUTS: (page 582).

The last paragraph is changed to read: "All saw cuts shall be cleaned of dust, dirt and other debris with a vacuum cleaner prior to the installation of the loop wire or lead-in cable."

SUBARTICLE 660-5.2 INSULATION RESISTANCE: (page 585 and 586)
The first sentence is changed to read "The Contractor shall measure and record the insulation resistance of each loop assembly and verify that the resistance is greater than one hundred (100) megohms."

The last sentence is changed to read : "If the insulation resistance is less than one hundred (100) megohms, the Contractor shall determine if the problem is caused by the lead-in cable or the loop wire and must replace the defective cable or loop wire at no

additional cost."

ARTICLE 660-9 BASIS OF PAYMENT.

SUBARTICLE 660-9.3 LOOP SEALANT AND LOOP MATERIAL. (page 588).

Delete A-3. Type III Steep Asphalt, and A-4. Type II coal Tar Base Cement.

Changes to 1991 Florida Department of Transportation Traffic Engineering
Office Evaluation Criteria for Traffic Control Devices.

TOPIC NO: CRT-660-01 INDUCTIVE LOOP DETECTORS.

LOOP/LEAD-IN ELECTRICAL PROPERTIES: (page 28)

The last sentence is changed to read: "Resistance to earth ground
greater than 100 megohms."

MATERIALS

LOOP WIRE: (page 34)

The line that reads: " * XHHW or THWN insulation rated for 600
volts." is deleted.

This line is replaced with: " * XHHW insulation rated for 600 volts."

S.R. AIA AT LIME STREET

WAST AREA REQUIREMENTS

JIMMY L. HIGGINBOTHAM, DISTRICT 5

GOVERNING SPECIFICATIONS, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, DATED 1991, AND SUPPLEMENTS THERE TO F NOTED IN THE SPECIAL PROVISIONS FOR THIS PROJECT.

REVISIONS		APPROVED BY _____	JOHN RELANDSON P.E.
DATE _____	BY _____	CHECKED BY _____	DR. B. JORDAN, JR., P.E., INC.
		P.L. NO. _____	P.L. NO. 00-37760
		DATE _____	

TABULATION OF QUANTITIES

BID ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS																TOTAL THIS SHEET	GRAND TOTAL	REFERENCE SHEET
			T-4																		
			ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL	ORIG.	FINAL			
620-1-1	GROUNDING ELECTRODE	LF	130																130	130	
630-1-12	CONDUIT (UNDERGROUND)	LF	88																88	88	
630-1-13	CONDUIT (UNDER PAVEMENT)	LF	45																45	45	
632-7-1	CABLE (SIGNAL)	PI	1																1	1	
633-1-11	PULL AND JUNCTION BOXES	EA	6																6	6	
633-1-12	ELECTRICAL POWER SERVICE	AS	1																1	1	
639-2-1	ELECTRICAL SERVICE WIRE	LF	15																15	15	
647-13-82	MAST ARM COMBINATION, STD. (DOUBLE 40', 42' ARMS)	EA	1																1	1	
647-13-80	MAST ARM COMBINATION, STD. (DOUBLE 34', 36' ARMS)	EA	1																1	1	
650-1-331	TRAFFIC SIGNAL, 12" STD. (3-SECTION, 1-WAY)	AS	7																7	7	
650-9-351	TRAFFIC SIGNAL, 12" STD. (3-SECTION, 1-WAY)	AS	2																2	2	
653-312	PEDESTRIAN SIGNALS (2-WAY)	EA	4																4	4	
659-107	PEDESTRIAN SIGNALS (2-WAY)	EA	4																4	4	
660-1-102	INDUCTIVE LOOP DETECTOR (DELAY)	EA	2																2	2	
660-2-106	LOOP ASSEMBLY (TYPE F)	EA	7																7	7	
668-11	PEDESTRIAN DETECTOR (INCLUDES SIGNALS FTP 47 & FTP 48)	AS	8																8	8	
670-133-05	ACTIVATED SOLID STATE CONTROLLER ASSEMBLY	EA	15																15	15	
700-48-18	SIGN PANEL (INSTALL) (16 S.F. OR LESS)	AS	1																1	1	
		EA	8																8	8	
630-1-14	CONDUIT (UNDERGROUND-JACKETED)	LF	436																436	436	
									</												



GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.

S.R. A1A / LIME STREET
NASSAU COUNTY
SIGNALIZATION TABULATION OF QUANTITIES

DESIGNED BY
CHECKED BY
APPROVED BY
DATE

NO. DATE BY APPR.

REVISION DESCRIPTION

AS 46
SHEET
T-2

SIGNALIZATION GENERAL NOTES

GENERAL

1. FOR ADDITIONAL DETAILS OF TRAFFIC SIGNAL INSTALLATION FOR THIS PROJECT, SEE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX NUMBERS 002, 700, 17721, 17726, 17764, 17781, 17784, 17841, AND 17872.
2. PLANS GOVERNED BY STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED 1981 AND SUPPLEMENTS THERE TO IF NOTED IN THE SPECIAL PROVISIONS FOR THIS PROJECT.
3. IT SHALL BE THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO GIVE THE PROJECT ENGINEER NOTICE OF TWENTY-FOUR (24) HOURS WRITTEN NOTICE PRIOR TO THE START OF THE SIGNAL INSTALLATION.
4. SEE POLE SCHEDULE FOR DIMENSIONS OF ALL MAST ARMS AND POLES.
5. SIGNAL TO BE MAINTAINED BY: NASSAU COUNTY.
6. WORK ZONE TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH F.D.O.T. INDEX 623.
7. INSURANCE AS REFERENCED IN SECTION 7-13.3 IN THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (1981) SHALL BE PROVIDED BY THE CONTRACTOR WHEN INSTALLING OR WHEN WORKING ON OR IN THE VICINITY OF JUMP-UP POLES OR WHEN WORKING IN THE VICINITY OF POWER LINES.
8. IN ACCORDANCE WITH SUPPLEMENTAL SPECIFICATIONS ACCEPTANCE PROCEDURES, THE 48 HOUR TEST SHALL START ON A MONDAY, TUESDAY OR WEDNESDAY. HOWEVER, THE 48 HOUR TEST SHALL NOT START ON THE DAY PRECEDING A HOLIDAY.
9. PRIOR TO THE 48-HOUR TEST (CONDITIONAL ACCEPTANCE TEST), ALL EQUIPMENT SHALL BE INSTALLED AND OPERABLE. RESULTS OF FIELD TESTS, I.E. SPECIFICATIONS SECTION 611-4.1, 4.2, 4.3, AND 4.4 SHALL BE MADE AVAILABLE TO THE ENGINEER IN WRITTEN FORM. A QUALIFIED REPRESENTATIVE SHALL BE PRESENT AT THE CONDITIONAL ACCEPTANCE INSPECTION OF THE CONTROLLER ASSEMBLY. THE QUALIFICATIONS OF THE REPRESENTATIVE SHALL INCLUDE COMPLETE FAMILIARITY WITH ALL SYSTEM ELEMENTS INCLUDING CONTROLLERS, COORDINATING UNITS AND SYSTEM CLOCKS. THE REPRESENTATIVE SHALL BE QUALIFIED TO INPUT AND RECALL ALL CONTROLLER AND SYSTEM TIMING FUNCTIONS.
10. PAYMENT SHALL INCLUDE THE COST OF TRENCHING AND ALL CONDUIT IN TRENCH. ALL CONDUIT UNDER ROADWAY AND/OR SIDEWALK SHALL BE INSTALLED PRIOR TO RESURFACING AND CONSTRUCTION OF ROADWAY BASE AND SURFACE.
11. INDUCTIVE LOOP WIRES SHALL NOT BE RUN IN THE SAME CONDUIT AS CURRENT-CARRYING CONDUCTORS.
12. PULL BOXES SHALL BE PLACED BEHIND CURB AND GUTTER. IF THERE IS NO CURB AND GUTTER, THEN PULL BOXES SHALL BE PLACED A MINIMUM OF 7' FROM THE EDGE OF PAVEMENT. NON-METALLIC COVERS SHALL BE PROVIDED

13. THIS ITEM SHALL INCLUDE THE COST OF ALL SPECIAL IMPACT CONNECTION FEES CHARGED BY LOCAL POWER COMPANIES FOR ELECTRICAL SERVICE CONNECTION.
14. SIGNAL HEAD ASSEMBLIES SHALL HAVE CLEARANCES OF 17' MIN./ 19' MAX. FROM BOTTOM OF ASSEMBLY TO ROADWAY.
15. THIS ITEM SHALL INCLUDE ALL SUPPORTING HARDWARE NECESSARY TO RIGIDLY MOUNT THE SIGNAL HEADS TO THE MAST ARM.
16. ALL SIGNAL HEADS SHALL HAVE GLASS LENSES.
17. PEDESTRIAN SIGNALS SHALL HAVE CLEARANCES OF 8' MIN./ 10' MAX. FROM BOTTOM OF ASSEMBLY TO SIDEWALK.
18. THIS ITEM SHALL INCLUDE ADDITIONAL COST OF LABOR AND MATERIALS REQUIRED FOR INSTALLATION OF PEDESTRIAN SIGNAL SIGNS FIP-47 AND FIP-48. ALL SUBSTITUTIONS AND SIGNS SHALL BE MOUNTED ON THE SIDEWALK SIDE OF THE SIGNAL POLES. SEE F.D.O.T. STANDARD INDEX 17764 FOR DETAILS.
19. THIS ITEM SHALL INCLUDE TYPE V CONTROLLER CABINET.
20. THIS ITEM SHALL INCLUDE A MANUAL RESURFACING WITH CONDO AS SPECIFIED IN THE STANDARD SPECIFICATIONS (TRAFFIC SIGNALS) SET A 670-2-2-60, POLE SCHEDULES.
21. BASE OF CONTROLLER SHALL BE THE SAME ELEVATION AS CENTER OF ROADWAY OR GREATER.
22. TIMINGS ARE INITIAL AND MAY REQUIRE FIELD ADJUSTING AS DIRECTED BY THE ENGINEER.
23. THIS ITEM SHALL INCLUDE THE ADDITIONAL COST OF CONCRETE, LABOR, AND OTHER MATERIALS FOR THE CABINET BASE, F.P.O. AND STEPS AS REQUIRED. THIS ITEM SHALL ALSO INCLUDE THE IMPROVEMENTATION OF TIMINGS INTO ALL COMPONENTS. THE TIMINGS SHALL BE SUPPLIED TO THE ENGINEER UPON REQUEST.
24. THE CONTRACTOR SHALL REQUIRE THE CONTROLLER MANUFACTURER OR SUPPLIER TO FORWARD TO THE PROJECT ENGINEER THE SERIAL NUMBERS OF EACH CONTROLLER (AND MODULES) REFERENCED BY JOB AND LOCATION NUMBERS SHOWN ON THE SIGNALIZATION PLANS.
25. CABINET DOOR SHALL OPEN AWAY FROM INTERSECTION.
26. THIS ITEM SHALL INCLUDE THE SIGN AND BRACKET AND ALL SUPPORTING HARDWARE TO MAKE A COMPLETE AND ACCEPTED INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGNING THE SIGN SUPPORT COMPONENTS TO MEET THE FOLLOWING CRITERIA:
SIGN AREA 15.0 S.F.
MINIMUM DEAD LOAD WEIGHT 60 LBS.
MINIMUM WIND LOAD 640 LBS.

600-1-1	600-1-2	600-1-3	600-1-4
600-1-5	600-1-6	600-1-7	600-1-8
600-1-9	600-1-10	600-1-11	600-1-12

600-1-13	600-1-14	600-1-15	600-1-16
600-1-17	600-1-18	600-1-19	600-1-20
600-1-21	600-1-22	600-1-23	600-1-24

600-1-25	600-1-26	600-1-27	600-1-28
600-1-29	600-1-30	600-1-31	600-1-32
600-1-33	600-1-34	600-1-35	600-1-36

600-1-37	600-1-38	600-1-39	600-1-40
600-1-41	600-1-42	600-1-43	600-1-44
600-1-45	600-1-46	600-1-47	600-1-48

600-1-49	600-1-50	600-1-51	600-1-52
600-1-53	600-1-54	600-1-55	600-1-56
600-1-57	600-1-58	600-1-59	600-1-60

600-1-61	600-1-62	600-1-63	600-1-64
600-1-65	600-1-66	600-1-67	600-1-68
600-1-69	600-1-70	600-1-71	600-1-72

600-1-73	600-1-74	600-1-75	600-1-76
600-1-77	600-1-78	600-1-79	600-1-80
600-1-81	600-1-82	600-1-83	600-1-84

600-1-85	600-1-86	600-1-87	600-1-88
600-1-89	600-1-90	600-1-91	600-1-92
600-1-93	600-1-94	600-1-95	600-1-96

600-1-97	600-1-98	600-1-99	600-1-100
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600-1-101	600-1-102	600-1-103	600-1-104
600-1-105	600-1-106	600-1-107	600-1-108
600-1-109	600-1-110	600-1-111	600-1-112

600-1-113	600-1-114	600-1-115	600-1-116
600-1-117	600-1-118	600-1-119	600-1-120
600-1-121	600-1-122	600-1-123	600-1-124

600-1-125	600-1-126	600-1-127	600-1-128
600-1-129	600-1-130	600-1-131	600-1-132
600-1-133	600-1-134	600-1-135	600-1-136

600-1-137	600-1-138	600-1-139	600-1-140
600-1-141	600-1-142	600-1-143	600-1-144
600-1-145	600-1-146	600-1-147	600-1-148

600-1-149	600-1-150	600-1-151	600-1-152
600-1-153	600-1-154	600-1-155	600-1-156
600-1-157	600-1-158	600-1-159	600-1-160

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600-1-177	600-1-178	600-1-179	600-1-180
600-1-181	600-1-182	600-1-183	600-1-184

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600-1-253	600-1-254	600-1-255	600-1-256
600-1-257	600-1-258	600-1-259	600-1-260

600-1-261	600-1-262	600-1-263	600-1-264
600-1-265	600-1-266	600-1-267	600-1-268
600-1-269	600-1-270	600-1-271	600-1-272

600-1-273	600-1-274	600-1-275	600-1-276
600-1-277	600-1-278	600-1-279	600-1-280
600-1-281	600-1-282	600-1-283	600-1-284

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600-1-289	600-1-290	600-1-291	600-1-292
600-1-293	600-1-294	600-1-295	600-1-296

600-1-297	600-1-298	600-1-299	600-1-300
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600-1-301	600-1-302	600-1-303	600-1-304
600-1-305	600-1-306	600-1-307	600-1-308
600-1-309	600-1-310	600-1-311	600-1-312

600-1-313	600-1-314	600-1-315	600-1-316
600-1-317	600-1-318	600-1-319	600-1-320
600-1-321	600-1-322	600-1-323	600-1-324

600-1-325	600-1-326	600-1-327	600-1-328
600-1-329	600-1-330	600-1-331	600-1-332
600-1-333	600-1-334	600-1-335	600-1-336

600-1-337	600-1-338	600-1-339	600-1-340
600-1-341	600-1-342	600-1-343	600-1-344
600-1-345	600-1-346	600-1-347	600-1-348

600-1-349	600-1-350	600-1-351	600-1-352
600-1-353	600-1-354	600-1-355	600-1-356
600-1-357	600-1-358	600-1-359	600-1-360

600-1-361	600-1-362	600-1-363	600-1-364
600-1-365	600-1-366	600-1-367	600-1-368
600-1-369	600-1-370	600-1-371	600-1-372

600-1-373	600-1-374	600-1-375	600-1-376
600-1-377	600-1-378	600-1-379	600-1-380
600-1-381	600-1-382	600-1-383	600-1-384

600-1-385	600-1-386	600-1-387	600-1-388
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600-1-393	600-1-394	600-1-395	600-1-396

600-1-397	600-1-398	600-1-399	600-1-400
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600-1-401	600-1-402	600-1-403	600-1-404
600-1-405	600-1-406	600-1-407	600-1-408
600-1-409	600-1-410	600-1-411	600-1-412

600-1-413	600-1-414	600-1-415	600-1-416
600-1-417	600-1-418	600-1-419	600-1-420
600-1-421	600-1-422	600-1-423	600-1-424

600-1-425	600-1-426	600-1-427	600-1-428
600-1-429	600-1-430	600-1-431	600-1-432
600-1-433	600-1-434	600-1-435	600-1-436

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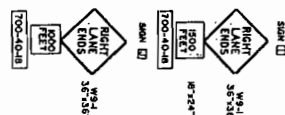
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600-1-521	600-1-522	600-1-523	600-1-524

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600-1-529	600-1-530	600-1-531	600-1-532
600-1-533	600-1-534	600-1-535	600-1-536

600-1-537	600-1-538	600-1-539
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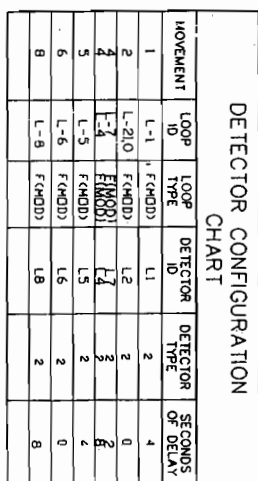
GROUND MOUNTED SIGNS



2 SECTION 2-WA1
653-NP
4 AS.

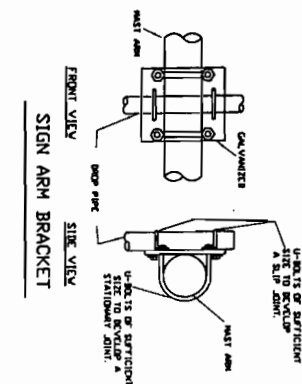
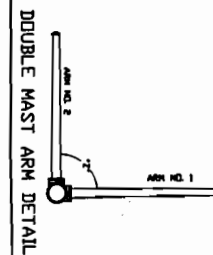
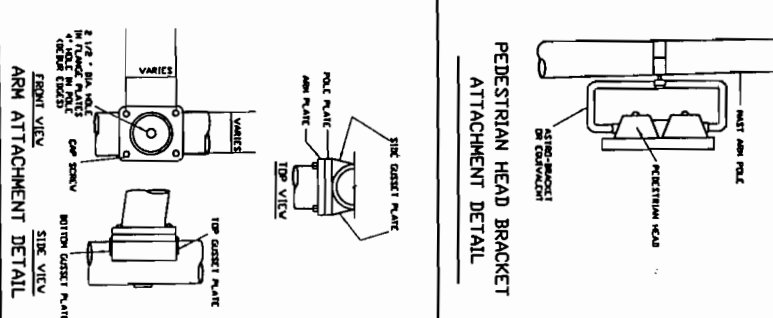
1. THE MAJOR STREET IS S.R. A-1-A, NEMA PHASES 2 & 6, AND THE MINOR STREET IS LIME STREET, PHASE 4 & 8.

2. FLASHING OPERATION SHOWS RED ON LANE 8 STREET AND YELLOW ON B.R. A-1-A.
3. SIGNAL HEADS SHALL BE LOCATED AS SHOWN ON THE PLANS. A MINIMUM 8 FOOT HORIZONTAL SEPARATION BETWEEN HEADS FOR EACH MOVEMENT SHALL BE MAINTAINED. ALIGN P-SERIES CLUSTERS WITH LANE LINES.
4. THE NEW CONTROLLER SHALL INCLUDE TIME-BASED COORDINATION CAPABILITY, BUT NO COORDINATION TIMINGS.
5. OVERHEAD ELECTRIC ON EAST SIDE OF B.R. A-1-A, TO BE RELOCATED BY OTHERS, TO CLEAR SIGNALIZATION.
6. TEXT STYLE IS SERIES E, (W.O.) BT U.C. 6" L.C. LETTERS, AND C SERIES 3" FOR 3" L.C. LEADS FOR SIGNS (D).



POLE-MOUNTED SIGNS

SCALE: 1" = 20'



POLE AND MAST ARM SCHEDULE

POLE NO.	MAST ARM NO. 1 DATA												MAST ARM NO. 2 DATA												QUANTITY	ITEM NO.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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A	ARM 1	J	C	D	E	F	G	H	I	Z	C	D "	E	F	G	H	I	STICH																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			

- WHEN DESIGNING MAST ARM LOADS, CONTRACTOR SHALL INCLUDE THE FOLLOWING:
1. A FUTURE 3-SECTION, 1-VAY SIGNAL, HEAD MOUNTED 6' FROM END OF EACH ARM.
 2. FUTURE 12" TUNNEL, VISORS FOR EACH PROPOSED AND FUTURE SIGNAL HEAD.
 3. A FUTURE OVERHEAD STREET SIGN MAX. SIZE 10.5 SQ. FT. ON EACH MAST ARM FOR SIDE STREET APPROACH.

■ SIGN



GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.

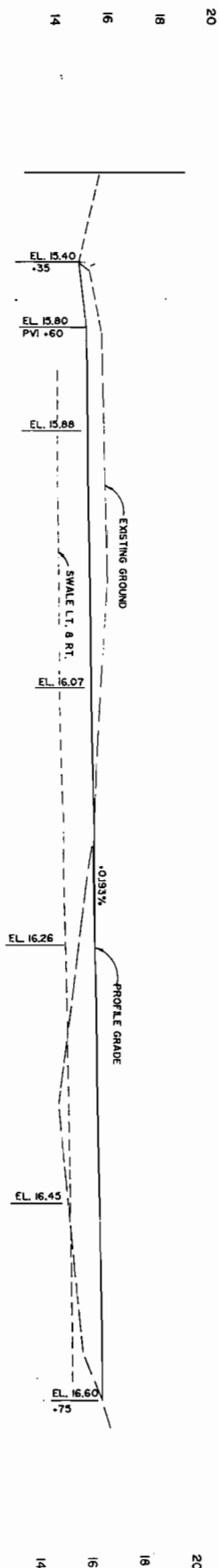
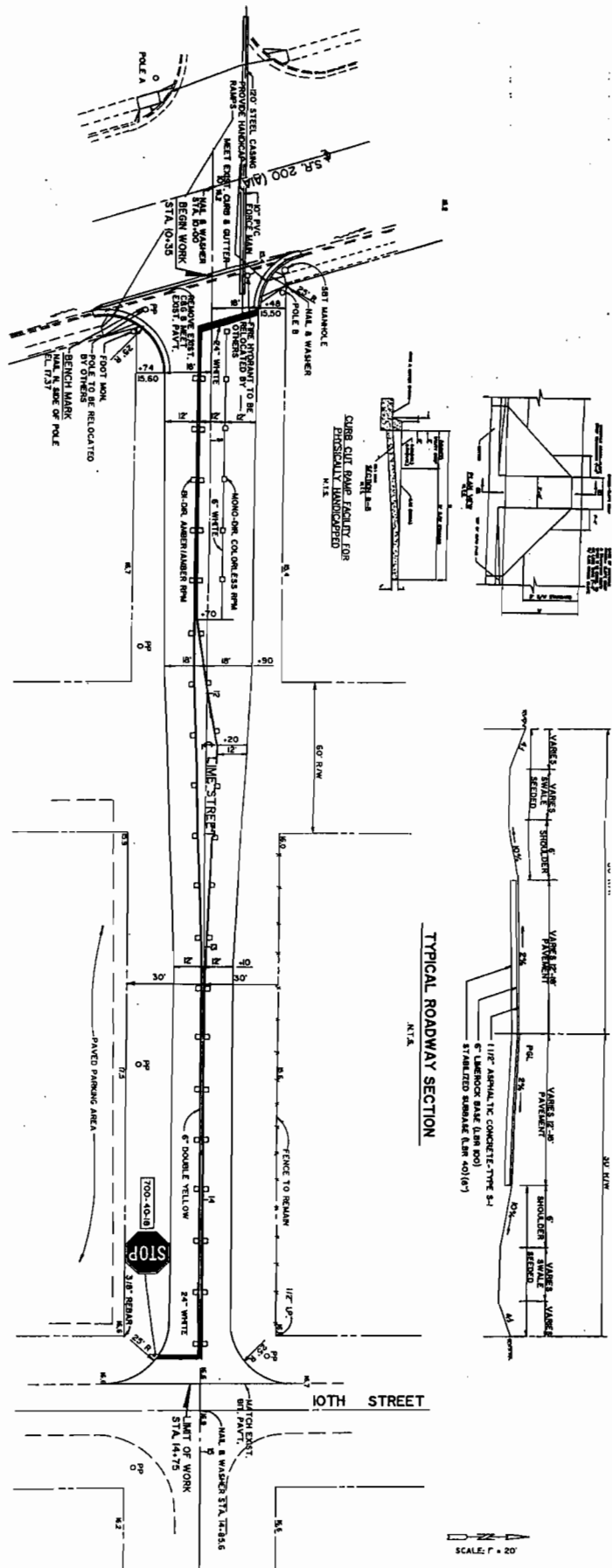
S.R. A1A / LIME STREET
NASSAU COUNTY
POLE & MAST ARM SCHEDULE

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
DATE: 4/28/82

NO. DATE BY APPR. REVISION DESCRIPTION

TABLE DESCRIPTION

- S.R. A1A / LIME STREET
NASSAU COUNTY
MAST ARM REQUIREMENTS



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

COMPANIES AFFORDING COVERAGE

A COMPANY RELIANCE NATIONAL INDEMNITY COMPANY

LETTER COMPANY

B COMPANY

C COMPANY

D COMPANY

E COMPANY

Alexander & Alexander Inc.
One Liberty Place, Suite 1000
Philadelphia, PA 19103

ASAMERI-NASSA

INSURED
AMERICAN LIGHTING & SIGNALIZATION
AND ALL SUBSIDIARY COMPANIES
708 BLAIR MILL ROAD
WILLOW GROVE, PA 19090-1784

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
--------	-------------------	---------------	----------------------------------	-----------------------------------	--------

A	GENERAL LIABILITY	NGA 0130101-00	8/01/96	8/01/97	GENERAL AGGREGATE \$ N/A
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 1,000,000
	CLAIMS MADE				PERSONAL & ADV. INJURY \$ 1,000,000
	OWNERS & CONTRACTORS PROT.				EACH OCCURRENCE \$ 1,000,000
A	BROAD FORM CONTRACTUAL				FIRE DAMAGE (Any one fire) \$ NO COV
					MED. EXPENSE (Any one person) \$ NO COV
					COMBINED SINGLE LIMIT \$ 600,000
					BODILY INJURY (Per person) \$
A	AUTOMOBILE LIABILITY	NKA 0130100-00	8/01/96	8/01/97	BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
A	EXCESS LIABILITY				OTHER THAN UMBRELLA FORM
					UMBRELLA FORM
					OTHER THAN UMBRELLA FORM
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	NWA 0130098-00	8/01/96	8/01/97	STATUTORY LIMITS X
					EACH ACCIDENT \$ 1,000,000
					DISEASE-POLICY LIMIT \$ 1,000,000
					DISEASE-EACH EMPLOYEE \$ 1,000,000
A	OTHER	XNC 0130102-00	8/01/96	8/01/97	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
WORKERS' COMPENSATION SELF-INSURANCE CERTIFICATE ATTACHED. SIGNALS AND ROADWAY IMPROVEMENTS S.R. A1A/LIME STREET IMPROVEMENTS.					
150					

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Alexander & Alexander Inc.

THE BOARD OF COUNTY COMMISSIONER
DEPT. OF PUBLIC WORKS
2290 STATE ROAD 200
FERNANDINA BEACH FL 32034

ATTACHMENT A

ENDORSEMENT #1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

THIS ENDORSEMENT, EFFECTIVE 12:01 A.M. 08/01/96, FORMS A PART OF
POLICY NO. NGA 0130101-00 ISSUED TO THE ADDITIONAL INSUREDS OF
AMERICAN LIGHTING & SIGNALIZATION, INC. BY RELIANCE NATIONAL INDEMNITY COMPANY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization

THE BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY AND GEE & JENSON
DEPT. OF PUBLIC WORKS
2290 STATE ROAD 200
FERNANDINA BEACH FL 32034

WHO IS AN INSURED is amended to include as an insured the person or organization shown in the schedule
as an insured but only with respect to liability arising out of operations performed by Asplundh Tree Expert
Co., Asplundh Brush Control Co. or any of their subsidiary companies or premises owned by or rented to
any of them.

It is further agreed that LIMITS OF INSURANCE applicable to this insurance are as follows:

GENERAL AGGREGATE LIMIT (other than completed operations)	\$ 1,000,000
COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 1,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000

Where required by written contract or permit the LIMITS OF INSURANCE are primary and non-contributory with
any other insurance available to the person or organization shown in the schedule.

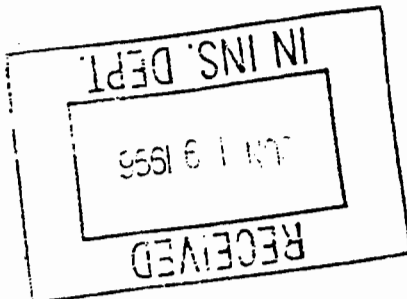
Florida Department of Labor and Employment Security

Division of Workers' Compensation
Operations Support Unit



Lawton Chiles
Governor

Doug Jamerson
Secretary



June 13, 1996

Mr. Tom Norton

Asplundh Tree Expert Company

708 Blair Mill Road

Willow Grove, PA 19090

RE: Self-Insured Privilege

Asplundh Tree Expert Company

Dear Mr. Norton:

This is to certify that the above-mentioned company was approved to be individually self-insured in the State of Florida effective 2/1/90. This is a continuous privilege and will remain in force until either revoked by the Division or the insured voluntarily relinquishes the privilege.

Should you have any questions or need further assistance, please contact me at (904) 487-4899.

Sincerely,

A handwritten signature in cursive script, appearing to read "Priscilla P. Salter".

Priscilla P. Salter

W. C. Administrator

Construction Performance Bond

EXHIBIT B

BOND NO. B2657651

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

CONTRACTOR (Name and Address):

AMERICAN LIGHTING & SIGNALIZATION, INC.

1108 24TH AVENUE EAST

ELLENTON, FL 34222

OWNER (Name and Address):

THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY

DEPT. OF PUBLIC WORKS

2290 STATE ROAD 200

FERNANDINO BEACH, FL 32034

CONSTRUCTION CONTRACT

Date:

Amount: ONE HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED EIGHTY--00/100 DOLLARS (\$125,780.00)

Description (Name and Location):

SIGNAL AND ROADWAY IMPROVEMENTS - SR A1A AT LINE STREET, NASSAU COUNTY

BOND

Date (Not earlier than Construction Contract Date):

Amount: ONE HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED EIGHTY--00/100 DOLLARS (\$125,780.00)

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: AMERICAN LIGHTING &

SIGNALIZATION, INC.

(Corp. Seal)

Signature:

Lawrence J. Cassel

Vice President

SURETY

RELIANCE INSURANCE

Company:

COMPANY

(Corp. Seal)

Signature:

Name and Title: RICHARD A. JACOBUS, ATTORNEY-IN-FACT

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

Signature:

Name and Title:

Signature:

Name and Title:

SURETY

(Corp. Seal)

CONTRACTOR AS PRINCIPAL
DOUGLAS A. SCRIBNER
RESIDENT AGENT
FLORIDA

EJCDC No. 1910-28A (1984 Edition)
Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

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

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

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

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

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

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

- 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner on the Construction Contract, the Surety is obligated without duplication of the Balance of the Contract Price to mitigation of costs and damages for:
- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of performance or non-performance of the Contractor.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:
AON RISK SERVICES
TWO TOWER BRIDGE, 1 FAYETTE ST.
CONSHOHOCKEN, PA 19428

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Richard A. Jacobus, Richard G. Dickson, Michael F. Trendler, Jr., Neil C. Donovan, Nancy K. Wallace, of Philadelphia, Pennsylvania their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.
2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.
- The Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Board of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1984 and by the Executive and Finance Committees of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1984.
- Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificates bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached.

RELIANCE SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY



On this, December 27, 1996, before me, Tammy Sue Kayati, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.



Tammy Sue Kayati
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

NOTARIAL SEAL
TAMMY SUE KAYATI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 20, 1998

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

6th day of August 1996

Anita Zippert
Secretary



RELIANCE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

FINANCIAL STATEMENT DECEMBER 31, 1995

ASSETS

Cash and Bank Deposits	15,038,849
Securities	3,557,803,779
Premium Balances (Under 90 days)	35,149,941
Accrued Interest and Dividends	35,479,832
Federal Income Taxes	22,493,621
Other Assets	1,640,089,784
Total Admitted Assets	\$ 5,306,055,806

LIABILITIES

Losses and Loss Adjustment Expense	\$ 2,516,051,613
Unearned Premiums	725,475,276
Other Taxes	6,444,939
Other Liabilities	925,820,163
Total Liabilities	\$ 4,173,791,991

CAPITAL AND SURPLUS

Capital Paid Up	\$ 44,586,703
Surplus	1,087,677,112
Total Policyholders' Surplus	1,132,263,815
Total Liabilities, Capital and Surplus	\$ 5,306,055,806

State of Washington)
County of King) SS.

Lawrence W. Carlstrom, being duly sworn, says: That he is Vice President of the RELIANCE INSURANCE COMPANY; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the Commonwealth of Pennsylvania, and has duly complied with all the requirements of the laws of said commonwealth applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of September 13, 1982, as amended (31 U.S.C. §9301 et seq.); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 1995.

Sworn to me this 18th day of March 1996.

Janis J. Crossland
Janis J. Crossland, Notary Public, State of Washington,
County of King. My Commission Expires February 5, 2000.



Vice President

James E. Carlson

Construction Payment Bond

BOND NO. B2657651

EXHIBIT C

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

SURETY (Name and Principal Place of Business):

RELIANCE INSURANCE COMPANY

4 PENN CENTER PLAZA

PHILADELPHIA, PA 19103

CONTRACTOR (Name and Address):

AMERICAN LIGHTING & SIGNALIZATION, INC.

1108 24TH AVENUE EAST

ELLENTON, FL 34222

OWNER (Name and Address):

THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY

DEPT. OF PUBLIC WORKS

2290 STATE ROAD 200

FERNANDINO BEACH, FL 32034

CONSTRUCTION CONTRACT

Date:

Amount: ONE HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED EIGHTY--00/100 DOLLARS (\$125,780.00)

Description (Name and Location):

SIGNAL AND ROADWAY IMPROVEMENTS - SR A1A AT LINE STREET, NASSAU COUNTY

BOND

Date (Not earlier than Construction Contract Date):

Amount: ONE HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED EIGHTY--00/100 DOLLARS (\$125,780.00)
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

AMERICAN LIGHTING & SIGNALIZATION, INC.

(Corp. Seal)

Company:

Signature:

Name and Title: Lawrence J. Cassel

Vice President

SURETY

RELIANCE INSURANCE

(Corp. Seal)

Company:

Signature:

Name and Title: RICHARD A. JACOBUS, ATTORNEY-IN-FACT

CONTRACTOR AS PRINCIPAL

Company:

Signature:

Name and Title:

SURETY

Company:

Signature:

Name and Title:

COUNTERSIGNED BY

DONALD M. SCHUBNER

FLORIDA

RESIDENT AGENT

EJCDC No. 1910-28B (1984 Edition)
Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

AGENT OF BROKER:
AON RISK SERVICES
TWO TOWER BRIDGE, 1 FAYETTE ST.
CONSHOHOCKEN, PA 19428

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

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

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

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

45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

actions:

6.1. Send an answer to the Claimant, with a copy to the Owner, within

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following Contractor or to the Surety, that is sufficient compliance.

5. If a notice required by Paragraph 4 is given by the Owner to the tractor.

Graph 17) and sent a copy, or notice in error, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Con-

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 13) and have not received payment within 30 days of the date of the written notice; and

above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the

ment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equip-

4.2. Claimants who do not have a direct contract with the Contractor, and, with substantial accuracy, the amount of the claim. the Owner, stating that a claim is being made under this Bond

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to

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

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums and the Surety, and provided there is no Owner Default.

the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor.

demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified

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

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

(to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner

remedied not waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

15.3. Owner Default: Failure of the Owner, which has neither been

the jurisdiction where the labor, materials or equipment were furnished.

tural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in

limitation in the terms of labor, materials or equipment; that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architect-

the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without

15.1. Claimant: An individual or entity having a direct contract with

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

forming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions con-

13. When this Bond has been furnished to comply with a statutory or

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

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the jurisdiction of the suit shall be applicable.

service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs, if the provisions of this Paragraph are void or prohibited

work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or

11. No suit or action shall be commenced by a Claimant under this Bond

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

of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

by the surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses

tractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor.

and to satisfy claims, if any, under any Construction Performance Bond.

RELIANCE SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Richard A. Jacobus, Richard G. Dickland, Michael F. Trendler, Jr., Neil C. Donovan, Nancy K. Wallace, of Philadelphia, Pennsylvania their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.
 2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
 3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.
- The Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Board of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1984 and by the Executive and Finance Committees of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1984.
- "Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificates bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereunto affixed, this December 27, 1996.

RELIANCE SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY



David T. Akers

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On the, December 27, 1996, before me, Tammy Sue Kayatt, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

NOTARIAL SEAL
TAMMY SUE KAYATT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 20, 1998



Tammy Sue Kayatt
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of August 19 96

Anita Zippert

Secretary



RELIANCE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

FINANCIAL STATEMENT DECEMBER 31, 1995

ASSETS

Cash and Bank Deposits	15,038,849
Securities	3,557,803,779
Premium Balances (Under 90 days)	35,149,941
Accrued Interest and Dividends	35,479,832
Federal Income Taxes	22,493,621
Other Assets	1,640,089,784
Total Admitted Assets	\$ 5,306,055,806

LIABILITIES

Losses and Loss Adjustment Expense	2,516,051,613
Unearned Premiums	725,475,276
Other Taxes	6,444,939
Other Liabilities	925,820,163
Total Liabilities	\$ 4,173,791,991

CAPITAL AND SURPLUS

Capital Paid Up	\$ 44,586,703
Surplus	1,087,677,112
Total Policyholders' Surplus	1,132,263,815
Total Liabilities, Capital and Surplus	\$ 5,306,055,806

State of Washington)
County of King) SS.

Lawrence W. Carlstrom, being duly sworn, says: That he is Vice President of the RELIANCE INSURANCE COMPANY; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the Commonwealth of Pennsylvania, and has duly complied with all the requirements of the laws of said commonwealth applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of September 13, 1982, as amended (31 U.S.C. §9301 et seq.); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 1995.

Sworn to me this 18th day of March 1996.

Janis J. Crossland

Janis J. Crossland, Notary Public, State of Washington,
County of King. My Commission Expires February 5, 2000.



Vice President

Lawrence W. Carlstrom