

RESOLUTION NUMBER 85-89

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AMONG ST. JOHNS COUNTY, POST, BUCKLEY, SCHUH & JERNIGAN, INC AND CONTINENTAL CASUALTY COMPANY CONCERNING THE EFFECTS OF THE NOVEMBER 1984 OCEAN PIER COLLAPSE; APPROVING AN AGREEMENT BETWEEN ST. JOHNS COUNTY AND POST, BUCKLEY, SCHUH & JERNIGAN, INC. FOR THE DESIGN OF A NEW OCEAN PIER; APPROVING A CONTRACT BETWEEN ST. JOHNS COUNTY AND MEISNER MARINE, INC. FOR THE CONSTRUCTION OF A NEW OCEAN PIER; FINDING THAT AN EMERGENCY EXISTS; AND AUTHORIZING THE CHAIRMAN, THE VICE CHAIRMAN OR THE COUNTY ADMINISTRATOR TO EXECUTE THE SETTLEMENT AGREEMENT AND THE RELEASES PROVIDED THEREIN, THE ENGINEER DESIGN AGREEMENT, THE CONSTRUCTION CONTRACT, AND SUCH OTHER DOCUMENTS AS THEY DEEM DESIREABLE TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION.

WHEREAS, on or about June 1, 1981, the Board of County Commissioners, St. Johns County, Florida (ST. JOHNS) entered into an Agreement for Engineering Services with POST, BUCKLEY, SCHUH & JERNIGAN, INC., a Florida corporation, (POST, BUCKLEY) for the performance of engineering services to design a recreation and fishing "T" pier, approximately 1,000 feet in length with supporting facilities in St. Johns County, Florida; and

WHEREAS, pursuant to the Agreement for Engineering Services, POST, BUCKLEY prepared plans, specifications and other contract documents for the use and benefit of ST. JOHNS; and

WHEREAS, on or about June 15, 1983, ST. JOHNS entered into an agreement with C-Way Construction Company, d/b/a C-Way Enterprises, Inc. (C-WAY) for the construction pursuant to the plans and specifications of the pier and supporting facilities in the approximate contract amount of \$997,600.00; and

WHEREAS, C-WAY commenced construction on or about June 15, 1983, and on September 15 through 16 and December 20 through 21, 1983, the pier was damaged during construction by two separate storms; and

WHEREAS, the complete pier structure for all practicable purposes was destroyed on November 22 through 24, 1984; and

WHEREAS, POST, BUCKLEY and its insurance carrier Continental Casualty Company (CONTINENTAL) have offered to pay \$1,047,600.00 to ST. JOHNS as full settlement to ST. JOHNS for damages to the pier that occurred in November, 1984, provided that ST. JOHNS enter into a new contract with POST, BUCKLEY in substantially the form attached hereto as Exhibit B whereby ST. JOHNS agrees to pay POST, BUCKLEY \$97,850.00 to design and monitor the construction of a stronger and differently designed 600 foot ocean pier at the approximate site of the previous pier and provided further that ST. JOHNS enter into a contract with Meisner Marine, Inc. (MEISNER MARINE) in substantially the form attached hereto as Exhibit C whereby ST. JOHNS agrees to pay MEISNER MARINE \$945,000.00 to construct the new pier; and

WHEREAS, the new POST, BUCKLEY contract and the MEISNER MARINE contract provide that payments to POST, BUCKLEY and to MEISNER MARINE shall be made solely from the aforescribed settlement proceeds; and

WHEREAS, POST, BUCKLEY and CONTINENTAL have offered to enter into the Settlement Agreement attached hereto as Exhibit A; and

WHEREAS, no additional ad valorem taxes will be required to design and construct the new pier under the Settlement Agreement and contracts attached hereto as Exhibits A, B and C; and

WHEREAS, ST. JOHN beleives that POST, BUCKLEY is a reputable engineering firm capable of designing an ocean pier for the County; and

WHEREAS, ST. JOHNS considers that the Settlement Agreement conditioning payment of the \$1,047,600.00 to ST. JOHNS on ST. JOHNS continuing to allow POST, BUCKLEY to design its ocean pier and the fact that the use of the settlement proceeds to fund the Exhibit B contract with POST, BUCKLEY to furnish the design for an acceptable ocean pier will not increase the County's previously budgeted tax funded pier construction costs constitutes a continuance or modification of its previous contract with POST, BUCKLEY and does not require further competitive design engineer selection; and

WHEREAS, the Board of County Commissioners of St. Johns County recognizes that construction of the new pier must begin in early July in order to complete construction prior to the heavy "winter" storms typical to the area; and

WHEREAS, the Board of County Commissioners has been advised that C-WAY has instituted a law suit against ST. JOHNS for damages it alleges that it suffered as a result of the pier failures that occurred during construction in 1983 and that the settlement agreement attached hereto as Exhibit A provides that acceptance of the \$1,047,600.00 by ST. JOHNS constitutes full and complete settlement ". . . of all claims (of ST. JOHNS) against POST, BUCKLEY arising out of purported design errors in the previous pier, except its pending third-party claim for indemnity and such other causes of action such as contribution as it may later assert against POST, BUCKLEY in the suit. . . . as contained in Counts I and II of that Third Party Complaint and as later asserted therein. It is specifically the intent of the parties to limit ST. JOHNS remaining rights against POST, BUCKLEY to the damages which were purportedly sustained by C-Way Construction from the two storms which occurred on September 15 through 16 and December 20 through 21, 1983 . . ."

NOW THEREFORE, BE IT RESOLVED, this 25th day of JUNE, 1985 by the Board of County Commissioners of St. Johns County, Florida as follows:

Section 1. It is in the best interest of St. Johns County to enter into the Settlement Agreement attached hereto as Exhibit A.

Section 2. The location, height, length and width of the pier described in the plans and specifications attached to the Exhibit C contract with MEISNER MARINE are acceptable to ST. JOHNS.

Section 3. It is in the best interest of the County that a pier be constructed this calender year to effectuate the purpose expressed by the voters in 1982 and because of the short length of time that remains

in which to construct an ocean pier before the advent of winter storms and because of the costs and potential loss of settlement proceeds if the Settlement Agreement is rejected and litigation over the November 1984 pier collapse continues, the Board of County Commissioners of St. Johns County hereby finds and determines that an emergency exists and that the execution of the Settlement Agreement and the pier construction contract with MEISNER MARINE is needed to alleviate such emergency and that the construction contract cannot be obtained in sufficient time if bids, public notice and advertisement are required.

Section 4. The Settlement Agreement among ST. JOHNS, POST, BUCKLEY, and CONTINENTAL substantially in the form attached hereto as Exhibit A, the Agreement between POST, BUCKLEY and ST. JOHNS substantially in the form attached hereto as Exhibit B, and the contract between MEISNER MARINE and ST. JOHNS substantially in the form attached hereto as Exhibit C with such changes, corrections, insertions and deletions as may be approved on behalf of ST. JOHNS by the commissioner or County Administrator executing the same (such approval to be evidenced conclusively by such commissioner's execution thereof) are hereby approved and after or simultaneous with the signing of the Settlement Agreement by the other parties, the Chairman, the Vice Chairman or the County Administrator are hereby authorized and directed to execute and deliver each such contract and agreement on behalf of ST. JOHNS and to execute and deliver such other documents on behalf of ST. JOHNS as they deem desirable to effectuate the purposes of this Resolution.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Harry Waldron
Its Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

BY: Marie Hudson
Deputy Clerk

6/24/85

SETTLEMENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of June, 1985, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, POST, BUCKLEY, SCHUH & JERNIGAN, INC., a Florida corporation, and CONTINENTAL CASUALTY COMPANY;

R E C I T A L:

A. On or about June 1, 1981, the Board of County Commissioners, St. Johns County, Florida (ST. JOHNS) entered into an Agreement for Engineering Services with POST, BUCKLEY, SCHUH & JERNIGAN, INC., a Florida corporation, (POST, BUCKLEY) for the performance of engineering services to design a recreation and fishing "T" pier, approximately 1,000 feet in length with supporting facilities in St. Johns County, Florida.

B. Pursuant to the Agreement for Engineering Services, POST, BUCKLEY prepared plans, specifications and other contract documents for the use and benefit of ST. JOHNS.

C. On or about June 15, 1983, ST. JOHNS entered into an agreement with C-Way Construction Company, d/b/a C-Way Enterprises, Inc. (C-WAY) for the construction pursuant to the plans and specifications of the pier and supporting facilities in the approximate contract amount of \$997,600.00.

D. C-WAY commenced construction on or about June 15, 1983.

E. On September 15 through 16 and December 20 through 21, 1983, the pier was damaged during construction by two separate storms.

F. The complete pier structure was destroyed on November 22 through 24, 1984.

G. C-WAY has asserted certain claims against ST. JOHNS in a lawsuit styled C-Way Construction Company, d/b/a C-Way Enterprises, Inc., Plaintiff v. St. Johns County, Florida, Defendant, Case No. 85-194-CIV-J-14 pending in the United States District Court in the Middle District of Florida, Jacksonville Division. In that same lawsuit, ST. JOHNS has generally asserted its claims against POST, BUCKLEY in a Third Party Complaint bearing certificate of service date April 24, 1985.

H. The parties believe that, due to the time required for construction, if a replacement pier is to be completed prior to the beginning of the hurricane season, the construction contract must be entered into during early July, 1985, and construction must begin shortly thereafter.

I. ST. JOHNS has been advised that Meisner Marine, Inc., the proposed contractor for the replacement pier and POST, BUCKLEY have each agreed that ST. JOHNS' liability for payment of the design and construction costs of the replacement pier shall be limited to the payments described in Paragraph No. 1 below. Accordingly, no ad valorem tax revenue will be used to design or construct the replacement pier.

J. On or about November 1, 1984, CONTINENTAL CASUALTY COMPANY (CONTINENTAL) issued an insurance policy affording coverage to POST, BUCKLEY for claims arising from the performance of professional engineering services, subject to the terms, limits and conditions contained therein.

AGREEMENT

In consideration of the above and of the mutual benefits to be derived by them hereunder, the parties agree as follows:

1. Payment to ST. JOHNS COUNTY. POST, BUCKLEY and CONTINENTAL shall make a total payment to ST. JOHNS of ~~\$1,042,850.00~~ ^{\$1,047,600.00}. Payment to ST. JOHNS shall be made at the following intervals:

<u>DATE</u>	<u>AMOUNT</u>
A. Within 5 days of date of final execution of settlement agreement and release documents	\$ 65,000.00 69,750.00 712.50
B. 45 days thereafter	220,837.50 712.50
C. 30 days thereafter	220,837.50 712.50
D. 30 days thereafter	220,837.50 712.50
E. 30 days thereafter	220,837.50 712.50
F. 30 days thereafter	95,000.00

2. ST. JOHNS to enter into separate contracts with engineer and contractor. ST. JOHNS, as owner, shall enter into mutually agreeable separate and distinct agreements with POST, BUCKLEY as engineer and Meisner Marine, Inc. as contractor for the design and construction of a suitable replacement pier at the approximate site of the previous pier. These contracts shall be separate and distinct from this agreement.

and the two shall not be construed or read together. These contracts shall be entered into simultaneously with execution of this settlement agreement, and no provision of this agreement or the releases attached hereto shall become effective until these agreements are fully executed.

3. ST. JOHNS accepts the amount of ~~\$1,042,850.00~~^{\$1,047,600 -} in full and complete settlement of all claims against POST, BUCKLEY arising out of purported design errors in the previous pier, except its pending third-party claim for indemnity and such other causes of action such as contribution as it may later assert against POST, BUCKLEY in the suit styled C-Way Construction Company, d/b/a C-Way Enterprises, Inc., Plaintiff v. St. Johns County, Florida, Defendant, Case No. 85-194-CIV-J-14 pending in the United States District Court in the Middle District of Florida, Jacksonville Division, as contained in Counts I and II of that Third Party Complaint and as later asserted therein. It is specifically the intent of the parties to limit ST. JOHNS remaining rights against POST, BUCKLEY to the damages which were purportedly sustained by C-Way Construction from the two storms which occurred on September 15 through 16 and December 20 through 21, 1983 as more fully outlined and alleged in that Third Party Complaint and to claims for recovery of ST. JOHNS'S court costs and suit expenses, including attorney's fees, if any, incurred or to be incurred as a result of lawsuits concerning such damages. The Third Count of the pending Amended Third Party Complaint of ST. JOHNS against POST, BUCKLEY shall be dismissed with prejudice upon execution of this Agreement and the two contracts described in Paragraph No. 2 above.

4. Assignment of rights against C-Way. As a further consideration for this settlement, ST. JOHNS hereby assigns all right, title and interest to any claims against C-Way Construction it may have arising out of the total collapse of the pier which occurred on November 22 through 23, 1984. It is specifically the intent of the parties not to assign ST. JOHNS' rights against C-Way for the damages allegedly sustained from the two storms which occurred on September 15 through 16 and December 20 through 21, 1983.

5. No Admission. The parties are entering into this agreement in order to terminate expensive and time consuming litigation, and each of them denies the allegations of the claims or counter-claims against such party.

6. Mutual release. Each of the parties to this agreement shall execute separate releases as attached hereto as Exhibits "A", "B" and "C", in duplicate originals.

7. Release of C-WAY CONSTRUCTION. It is the specific intent of POST, BUCKLEY for itself and for the use and benefit of CONTINENTAL CASUALTY COMPANY to seek contribution pursuant to F.S. 768.31 et seq, against C-WAY for payment of amounts greater than their pro rata share of liability for the total collapse of the pier. In furtherance of that purpose, ST. JOHNS agrees to execute a release in favor of C-WAY, as attached hereto as Exhibit "C".

8. Fees and Costs. Each party to this Agreement shall bear its own attorney's fees and costs in connection with this settlement, but this shall not impair the right of any party to assert a claim for attorney's fees and costs in the pending case described in Paragraph 3 above.

9. Third Party Benefit. This Agreement is intended to benefit only the parties to the Agreement, the releasees and each party's respective successors and assigns. It is not intended to confer any benefit or to be relied upon by any other person or entity, except for the release of C-WAY CONSTRUCTION as described in Paragraph 7 above.

10. Other Matters. This Agreement shall be governed by Florida law. In the event that any provision is held to be unenforceable the balance of the agreement shall continue in force.

EXECUTED of the day first set forth, by and duly executed officers or attorneys of the parties.

Signed, sealed and delivered
in the presence of:

BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, FLORIDA

By: _____
Chairman

As to ST. JOHNS

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

By: _____
James T. Glass, President

As to POST, BUCKLEY

CONTINENTAL CASUALTY COMPANY

By: _____

As to CONTINENTAL CAS. CO.

STATE OF FLORIDA:

COUNTY OF

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____ as the _____ of BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA, and that he acknowledged executing the same in the presence of two witnesses freely and voluntarily under authority duly vested in him by said political subdivision and that the seal affixed thereto is the true seal of said political subdivision.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1985.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires:

STATE OF FLORIDA:

COUNTY OF ORANGE:

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared JAMES T. GLASS, as President of POST, BUCKLEY, SCHUH & JERNIGAN, INC., and that he acknowledged executing the same in the presence of two witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1985.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires:

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____ as the _____ of CONTINENTAL CASUALTY COMPANY, and that he acknowledged executing the same in the presence of two witnesses freely and voluntarily under authority duly vested in him by said Company.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1985.

Notary Public, State of Florida

My Commission Expires:

(NOTARIAL SEAL)

PARTIAL RELEASE

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, in hand paid, receipt of which is hereby acknowledged and in further consideration of the Settlement Agreement entered into this day, the undersigned, being the governing body of St. Johns County, a political subdivision of the State of Florida hereby releases, acquits and forever discharges POST, BUCKLEY, SCHUH & JERNIGAN, INC., a Florida corporation, CONTINENTAL CASUALTY COMPANY, and former Post, Buckley employee, ROGER HILL, and any agents, servants, successors, heirs, executors, administrators and assigns thereof from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown foreseen and unforeseen, developed and undeveloped damage and the consequences thereof resulting or to result from that certain Agreement for Engineering Services entered into between POST, BUCKLEY and the Board of County Commissioners, St. Johns County, Florida on or about June 1, 1981 for the performance of engineering services to design a recreation and fishing "T" pier, approximately 1,000 feet in length with supporting facilities in St. Johns County, Florida and purported design errors made by Post, Buckley in performance of that Agreement; except that POST, BUCKLEY, CONTINENTAL CASUALTY COMPANY, ROGER HILL and their successors and assigns, etc., are not released from the claims, causes of action and damages described in ST. JOHNS' pending third party claim for indemnity and such other causes of action, such as contribution, as it may later assert against Post, Buckley in the suit styled C-Way Construction Company, d/b/a C-Way Enterprises, Inc., Plaintiff vs. St. Johns County, Florida, Defendant, Case No. 85-194-CIV-J-14 pending in the United States District Court in the Middle District of Florida, Jacksonville Division, as contained in Counts I and II of that third party complaint or as later asserted therein. It is specifically the intent of the parties to limit St. Johns remaining rights against POST, BUCKLEY, CONTINENTAL CASUALTY COMPANY and ROGER HILL to the damages which were purportedly sustained by C-Way Construction from the two storms which occurred on September 15 through 16, and December 20 through 21, 1983 as more fully outlined and alleged in that Third Party Complaint, and to claims for St. Johns court costs and suit expenses including attorney's fees, if any, incurred or could be incurred as a result of lawsuits concerning such damages. With the exception of the claims, actions, causes of action and damages reserved above, ST. JOHNS hereby acknowledges full and final settlement and satisfaction of its claims, demands, actions and causes of action of whatsoever kind or character which it may have against POST, BUCKLEY, SCHUH and JERNIGAN, INC., a Florida corporation, CONTINENTAL CASUALTY COMPANY and former Post, Buckley employee, ROGER HILL and any agents, servants, successors, heirs, executors, administrators and assigns thereof who are or might be liable by reason of the above mentioned damages, losses or injuries.

In making this release it is understood and agreed that ST. JOHNS relies wholly upon its own judgment, belief and knowledge of the nature, extent and duration of said damages and that no representations or statements regarding said damages or regarding any other matters made by the person, firms or corporations who are hereby released or by any other person or persons representing them has influenced ST. JOHNS to any extent whatever in making this Release.

In the event the undersigned initiates suit against any of the above referenced parties in respect to the subject matter released herein, the undersigned shall bear any attorney's fees or costs reasonably incurred in the defense of such suit by such released party.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Witnesses:

BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, FLORIDA

By: _____
Chairman

STATE OF FLORIDA:

COUNTY OF

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____ as the _____ of BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA, and that he acknowledged executing the same in the presence of two witnesses freely and voluntarily under authority duly vested in him by said political subdivision and that the seal affixed thereto is the true seal of said political subdivision.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1985.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires:

RELEASE

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), in hand paid, receipt whereof is hereby acknowledged, and the Settlement Agreement entered into this day, the undersigned, being of lawful age, individually and for their heirs, executors, administrators, successors and assigns, hereby release, acquit and forever discharge ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, and any agents, servants, successors, heirs, executors, administrators, and assigns thereof from any and all claims, actions, causes of action, demands rights, damages, costs, expenses and compensation whatsoever which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, developed and undeveloped damage and the consequences thereof resulting or to result from that certain Agreement for Engineering Services entered into between POST BUCKLEY and the Board of County Commissioners, St. Johns County on or about June 1, 1981, for the performance of engineering services to design a recreation and fishing "T" pier, approximately 1,000 feet in length with supporting facilities in St. Johns County, Florida. It is specifically the intent of the parties to limit ST. JOHNS remaining rights against the undersigned the damages which were purportedly sustained by C-Way Construction from the two storms which occurred on September 15 through 16 and December 20 through 21, 1983, as more fully outlined and alleged in that Third Party Complaint and to claims asserted by St. Johns for court costs and suit expenses including attorney's fees, if any, incurred or could be incurred as a result of lawsuits concerning such damages. POST, BUCKLEY hereby also reserves its rights against ST. JOHNS for the damages which were purportedly sustained by C-Way Construction from the two storms which occurred on September 15 through 16 and December 20 through 21, 1983, as more fully outlined and alleged in that Third Party Complaint and to claims asserted by POST, BUCKLEY for court costs and suit expenses including attorney's fees, if any, incurred or could be incurred as a result of lawsuits concerning such damages. With the exception of the claims, actions, causes of action and damages reserved above, POST, BUCKLEY, SCHUH and JERNIGAN, INC., a Florida corporation, CONTINENTAL CASUALTY COMPANY and former Post, Buckley employee, ROGER HILL hereby acknowledges full and final settlement and satisfaction of its claims, demands, actions and causes of action of whatsoever kind or character which it may have against ST. JOHNS and any agents, servants, successors, heirs, executors, administrators and assigns thereof who are or might be liable by reason of the above mentioned damages, losses or injuries.

We hereby acknowledge full and final settlement and satisfaction of all claims, demands, actions and causes of action of whatsoever kind or character which we may have against ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, and any agents, servants, successors, heirs, executors, administrators and assigns thereof.

In making this Release, it is understood and agreed that we rely wholly upon our own judgment, belief and knowledge of the nature, extent and duration of said damages and that no representations or statements regarding said damages or regarding any other matters made by the person, firms or corporations who are hereby released or by any other person or persons representing them has influenced us to any extent whatever in making this Release.

In the event the undersigned initiates suit against any of the above referenced parties in respect to the subject matter released herein, the undersigned shall bear any attorney's fees or costs reasonably incurred in the defense of such suit by such released party.

THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Witnesses:

As to POST, BUCKLEY

As to CONTINENTAL

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

By: _____
James T. Glass, President

CONTINENTAL CASUALTY COMPANY

By: _____

STATE OF FLORIDA:

COUNTY OF ORANGE:

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared JAMES T. GLASS, as President of POST, BUCKLEY, SCHUH & JERNIGAN, INC., and that he acknowledged executing the same in the presence of two witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in the County and State, last aforesaid this _____ day of _____, 1985.

Notary Public State of Florida

(NOTARIAL SEAL)

My Commission Expires:

STATE OF FLORIDA:

COUNTY OF

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____ as the _____ of CONTINENTAL CASUALTY COMPANY, and that he acknowledged executing the same in the presence of two witnesses freely and voluntarily under authority duly vested in him by said Company.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1985.

Notary Public State of Florida

(NOTARIAL SEAL)

My Commission Expires:

PARTIAL RELEASE

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), and other valuable consideration, in hand paid, by and for the use and benefit of POST, BUCKLEY, SCHUH & JERNIGAN, INC. and CONTINENTAL CASUALTY COMPANY, receipt whereof is hereby acknowledged, the undersigned, being the governing body of ST. JOHNS COUNTY, FLORIDA, hereby releases, acquits and forever discharges C-WAY CONSTRUCTION COMPANY d/b/a C-Way Enterprises, Inc. (C-WAY), and any agents, servants, successors, heirs, executors, administrators, and assigns thereof and all other persons, firms or corporations in privity therewith who are liable in any way, from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, developed and undeveloped damage and the consequences thereof resulting or to result from the total collapse of the pier constructed by C-WAY which occurred on November 22 through 23, 1984, pursuant to the contract entered into between the undersigned and C-WAY on or about June 15, 1983. It is specifically the intent of the undersigned not to release its rights against C-WAY or persons, firms or corporations in privity therewith for damages allegedly sustained from the two storms which occurred on September 15 through 16 and December 20 through 21, 1983.

With the exception of the claims, rights, causes and damages reserved above, ST. JOHNS hereby acknowledges full and final settlement and satisfaction of all claims, demands, actions and causes of action of whatsoever kind or character which it may have against C-WAY CONSTRUCTION COMPANY, d/b/a C-Way Enterprises, Inc., and any agents, servants, successors, heirs, executors, administrators and assigns thereof and all other persons, firms or corporations in privity who are or might be liable by reason of the above mentioned damages, losses or injuries.

In making this Release, it is understood and agreed that ST. JOHNS relies wholly upon its own judgment, belief and knowledge of the nature, extent and duration of said damages and that no representations or statements regarding said damages or regarding any other matters made by the person, firms or corporations who are hereby released or by any other person or persons representing them has influenced ST. JOHNS to any extent whatever in making this Release.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Witnesses:

BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, FLORIDA

By: _____
Chairman

STATE OF FLORIDA:

COUNTY OF

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared _____ as the _____ of BOARD OF COUNTY COMMISSIONERS ST. JOHNS COUNTY, FLORIDA, and that he acknowledged executing the

same in the presence of two witnesses freely and voluntarily under authority duly vested in him by said political subdivision and that the seal affixed thereto is the true seal of said political subdivision.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1985.

(NOTARIAL SEAL)

Notary Public, State of Florida

My Commission Expires:

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 25th day of June, 1985, by and between The Board of County Commissioners, St. Johns County, Florida, hereinafter referred to as OWNER, and Post, Buckley, Schuh & Jernigan, Inc., a Florida corporation, hereinafter referred to as ENGINEER.

WITNESSETH:

WHEREAS the OWNER proposes to do certain work towards accomplishment of the project described in Attachment A; and

WHEREAS, the OWNER desires to engage the ENGINEER to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the ENGINEER desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

I. GENERAL SCOPE OF THIS AGREEMENT

The relationship of the ENGINEER to the OWNER will be that of a professional consultant, and the ENGINEER will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

II. PROFESSIONAL AND TECHNICAL SERVICES

It shall be the responsibility of the ENGINEER to work with the OWNER and apprise him of solutions to engineering problems and the approach or technique to be used towards accomplishment of the OWNER'S objectives as set forth in Attachment A. The scope of services to be provided to accomplish the OWNER'S objectives is set forth in Attachment B, subject, however, to the inclusion of additional services as provided in IV.C.

III. PERIOD OF SERVICE

A. The ENGINEER will begin work promptly after receipt of a fully executed copy of this Agreement; such receipt shall constitute written notice to proceed.

B. If the ENGINEER'S services called for under this Agreement are delayed for reasons beyond the ENGINEER'S control, the time of performance shall be adjusted appropriately. If the services under this Agreement continue for a period of more than one (1) year from the beginning date (as above provided), the fees contained in Attachment C shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

C. The ENGINEER shall not be bound under this Agreement if a fully executed copy hereof is not received by the ENGINEER on or before July 15, 1985.

IV. GENERAL CONSIDERATIONS

A. All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the ENGINEER'S services under this Agreement are and remain the property of the ENGINEER as instruments of service. Where such documents are required to be filed with governmental agencies, the ENGINEER will furnish copies to the OWNER upon request.

B. The OWNER may, at his expense, obtain a set of reproducible copies of any maps and/or drawings prepared for him by the ENGINEER, in consideration of which the OWNER agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of the ENGINEER.

C. Notwithstanding that specific services are enumerated in Attachment B, the ENGINEER will, upon written request of the OWNER, provide any and all other civil engineering and planning consulting services normally falling within the scope of services offered by the ENGINEER; provided, however, that such additional services shall result in extra compensation to the ENGINEER, as provided in Attachment C. It is understood and agreed that if such additional services are requested, the agreement shall be considered as a continuing contract with respect thereto.

D. The OWNER hereby acknowledges that estimates of probable construction costs cannot be guaranteed, and such estimates are not to be construed as a promise to design facilities within a cost limitation.

E. The ENGINEER shall at all times carry, on all operations hereunder, workman's compensation insurance; public liability and property damage insurance; automotive public liability and property damage insurance; errors and omissions insurance as required by law and/or in an amount normally carried by ENGINEER on projects of this type and magnitude.

F. It is understood and agreed that the ENGINEER'S services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the OWNER and the ENGINEER describing the services desired and providing a basis for compensation to the ENGINEER.

G. Upon the ENGINEER'S written request, the OWNER will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the ENGINEER and OWNER mutually deem necessary, and the ENGINEER may rely upon same in performing the services required under this Agreement.

H. The OWNER represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described in Attachment B and to accept the obligation for payment for the services as described in Attachment C.

I. The OWNER and the ENGINEER each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the OWNER nor the ENGINEER will assign or transfer its interest in this Agreement without the written consent of the other.

V. COMPENSATION

The ENGINEER shall be compensated for all services rendered under this Agreement in accordance with the provisions of Attachment C.

VI. PROHIBITION AGAINST CONTINGENT FEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift, or any other consideration, contingent upon, or resulting from, the award or making of this Agreement.

VII. TERMINATION

This Agreement may be terminated by either party by seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid in accordance with the provisions of Attachment C for all work performed up to the date of termination.

VIII. SUSPENSION, CANCELLATION OR ABANDONMENT

In the event the project described in Attachment A, or the services of the ENGINEER called for under this Agreement, is/are suspended, cancelled or abandoned by the OWNER, the ENGINEER shall be given five (5) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, cancellation or abandonment.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

ENGINEER:

OWNER:

Post, Buckley, Schuh & Jernigan, Inc.
6850 S.W. 40th Street (Bird Road)
Miami, Florida 33155

The Board of County Commissioners
St. Johns County, Florida

By _____
Executive Vice President

By _____
Chairman

Attest
(Seal)

Attest
(Seal)

Job No. _____

Date: _____

Amendment: _____

Date: June 24, 1985

ATTACHMENT A - DESCRIPTION OF PROJECT

Project: Ocean Fishing Pier
Location: St. Augustine Beach, Florida
Legal Description: N/A

Owner: St. Johns County, Florida

The nature, character, OWNER'S objectives, and limits of the proposed project are described as follows:

The OWNER proposes to have constructed a 600-foot long ocean fishing pier, using construction plans and specifications prepared by the ENGINEER.

Initials of Signatories:

_____	_____
For the ENGINEER	For the OWNER
Date _____	Date _____

Job No. _____

Date: _____

Amendment: _____

ATTACHMENT B - SCOPE OF SERVICES

The services to be provided by the ENGINEER under this Agreement fall generally in the category of design and construction observation.

I. ENGINEER'S RESPONSIBILITIES

- o Obtain survey, soils and oceanographic data
- o Preliminary and final design
- o Prepare construction drawings and specifications
- o Furnish resident project representative (limited to 120 calendar days) who shall -- on behalf of the ENGINEER -- make every effort to see that the Contractor carries out his work in accordance with the contract documents. This shall not be construed to relieve the Contractor from his responsibility as set forth in the contract documents for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.
- o Provide standard construction phase engineering services including checking shop drawings, test data and Contractor's periodic pay estimates; preparation of change orders; generally serving as OWNER'S representative on matters related to the project.
- o Shop drawings will be reviewed only for conformance with the design concept of the project and with the information given in the contract documents.
- o Perform all duties required of the ENGINEER under provisions of the construction contract documents.

II. OWNER'S RESPONSIBILITIES

Obtain all required construction permits.

Initials of Signatories:

For the ENGINEER	For the OWNER

Date	Date

ATTACHMENT C - COMPENSATION

I. METHOD OF COMPENSATION

A. Lump Sum. The OWNER agrees to compensate the ENGINEER for the professional services called for under Attachment B to this Agreement in the total sum of ninety-seven thousand eight hundred fifty dollars (\$97,850.00), except as otherwise provided herein. Said \$97,850 to be paid solely and only from proceeds received by OWNER pursuant to the settlement agreement among the OWNER, ENGINEER and Continental Casualty Company.

B. Additional Services. Services authorized by the OWNER other than those specifically listed in Attachment B shall be considered additional services for which the OWNER shall compensate the ENGINEER based upon the time expended by the ENGINEER in accomplishing same; such charges shall be computed by taking the direct personnel expense of those persons engaged directly on such additional work and adding a surcharge of 150% for overhead and profit. Direct personnel expense is defined as the cost of salaries (including sick leave, vacation, and holiday pay applicable thereto) of engineers/planners, technicians, draftsmen, typists (report/specifications), surveyors, etc., for time directly chargeable to the project; plus payroll taxes, retirement and insurance benefits. Additional services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the ENGINEER, or a change in the scope or concept of the project initiated by the OWNER, and/or services that are required by changes in the requirements of public agencies, after work under this Agreement has commenced.

C. Out-of-Pocket Expenses. The OWNER shall reimburse the ENGINEER for all out-of-pocket expenses directly chargeable to additional services, at actual cost incurred, plus a service charge of 10%. Such charges shall be itemized and included in the periodic invoices and shall be submitted and paid as provided for such invoices. Typical reimbursable expenses include travel, lodging, meals and travel expenses when traveling on the OWNER'S behalf, identifiable communication expenses, identifiable reproduction costs, computer machine time charges, survey supplies, and special accounting expenses not applicable to general overhead.

II. PAYMENT SCHEDULE AND PROCEDURES

A. The ENGINEER shall submit invoices to the OWNER in accordance with the following schedule:

1. Five days following OWNER'S signing of Settlement Agreement with Continental Casualty Company -- \$49,950.00
2. Forty-five days thereafter -- \$11,975.00
3. Thirty days thereafter -- \$11,975.00
4. Thirty days thereafter -- \$11,975.00
5. Thirty days thereafter -- \$11,975.00

Payment for basic engineering services as described in Attachment B shall be paid solely from monies received by the OWNER from Continental Casualty Company, and are due and payable immediately upon receipt of such funds by the OWNER.

Invoices shall include, separately listed, any charges for additional services for which time charges shall apply.

Payment for any additional services shall be the responsibility of the OWNER, without regard to the Settlement Agreement with Continental Casualty Company.

Initials of Signatories:

For the ENGINEER _____ For the OWNER _____

Date _____ Date _____

Job No. _____

Date: _____

Amendment: _____

ST. AUGUSTINE BEACH PIER
ST. JOHNS COUNTY, FLORIDA

07-547.00

Exhibit C

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

ST. AUGUSTINE BEACH PIER
ST. JOHNS COUNTY, FLORIDA

JUNE 1985

Prepared for
BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

Larry Hartley
Francis N. Brubaker
Harry Waldron
Phyllis Lydon
Sara Bailey

J. L. Harrington, P.E.
County Administrator

Prepared by
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
Consulting Engineers and Planners
889 North Orange Avenue
Orlando, Florida 32801-1088

07-547.00

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C O N T R A C T

THIS AGREEMENT, made and entered into this _____ day of _____, 19__ , A.D., by and between St. Johns County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Misener Marine Corporation, Inc., party of the second part (hereinafter sometimes called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE 1 SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specification entitled:

ST. AUGUSTINE BEACH PIER

as prepared by Post, Buckley, Schuh & Jernigan, Inc., sometimes called "Post, Buckley", acting as, and in the Contract Documents entitled the Owner's Engineer, and shall do everything required by this Contract and the other Contract Documents.

ARTICLE 2 THE CONTRACT SUM

The Owner shall pay to the Contractor, but solely from the proceeds of its settlement with Post, Buckley and Continental Casualty Company concerning the failure of the previous ocean pier, for the faithful performance of the Contract, in lawful money of the United States, and subject to addition and deductions as provided in the Contract Documents, as follows:

Based upon the price shown in the Price Schedule heretofore submitted to the Owner by the Contractor, a copy of said Price Schedule being a part of these Contract Documents, the aggregate amount of this Contract is the sum of _____

Nine Hundred Forty-five Thousand and no/100 Dollars (\$945,000.00).

ARTICLE 3 COMMENCEMENT AND COMPLETION OF WORK

a. The Contractor shall commence work within 10 calendar days after receipt of Notice to Proceed.

b. The Contractor shall prosecute the work with faithfulness and diligence and shall complete the work not later than 120 calendar days after receipt of Notice to Proceed.

ARTICLE 4 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

The Contractor hereby agrees that he has carefully examined the surface of the site and has examined the subsurface investigations performed at the site and referred to in the Drawings to fully satisfy himself as to the conditions existing at the site that have been relied upon by the Engineer in the design of the Work. The provisions of this Contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the Owner than against the Contractor and his Surety.

Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and his decision shall be final and binding upon all parties.

It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the Owner, his Engineer, or by any agent or representative as in compliance with the terms of this Contract and/or of the Drawings, and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and/or his surety to repair, replace, restore and/or make to comply strictly and in all things with this Contract and the Drawings and Specifications any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and/or his Surety, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the Owner, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or his surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the Drawings and Specifications. Nothing in this Article shall be construed to reduce the time period under applicable statutes of limitation wherein the Owner may seek recourse for Contractor negligence or faulty work or material.

ARTICLE 5 LIQUIDATED DAMAGES

a. It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the speci-

fied time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of One Hundred Dollars (\$ 100.00) per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.

b. For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.

ARTICLE 6 PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor, but solely from the sources described in Article 2, as follows:

a. Within 30 days after receipt of the Contractor's request for partial payment by the Owner, the Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner's Engineer, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the Owner. (The amount retained by the Owner will be decreased to five percent (5%) of the amount of such estimate after fifty percent (50%) of the work has been completed and satisfactory progress is being made in the opinion of the Engineer.)

b. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.

ARTICLE 7 PERFORMANCE AND PAYMENT BONDS

In accordance with the provisions fully set forth in the Special and General Conditions, the Contractor shall provide Public Performance and Payment Bonds, hereinafter sometimes called "Contract Bond", as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith.

ARTICLE 8 ADDITIONAL BOND

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Contract Bond hereto attached

for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at his expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

ARTICLE 9 CONTRACT DOCUMENTS

The Contract Documents shall mean and include the Contract, Bonds, General Conditions, Special Conditions, Technical Specifications and Drawings, and are as fully a part of this Contract as if herein repeated. An enumeration of the Drawings to be incorporated, upon completion, to the Contract Documents is as follows:

<u>Sheet No.</u>	<u>Title</u>
	Title Sheet
1	Plan and Elevation
2	Pile Bent Configurations
3	Pile Bent Sections
4	Superstructure Sections
5	Prestressed Beam Details
6	Miscellaneous Details

The Contract Sum has been agreed upon by the parties to this Contract based on Preliminary Drawings of the above noted Sheet 1 through 6. The Preliminary Drawings identify the structural system to be constructed by the Contractor. Final Drawings will be provided by Post, Buckley to the Contractor within four (4) weeks after the execution of this Contract. Pile lengths and pile coating system requirements will be provided by Post, Buckley to the Contractor with one week after the execution of this Contract. The Contractor shall prosecute the Work, at the Contract Sum, based upon the above noted Drawings as finally issued.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.*

Approved as to correctness of form:

St. Johns County
Party of the First Part

By: _____
J. L. Harrington, P.E.
County Administrator

Attorney for
St. Johns County, Florida

Attest:

_____ (Seal)

Resolution No: _____

Signed, Sealed and Witnessed in the presence of:**

Party of the Second Part

By: _____

Title

Attest:

_____ (Seal)

(*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

(**) Two witnesses are required when Contractor is sole ownership or partnership.

C E R T I F I C A T E

(Sample)

STATE OF FLORIDA)
COUNTY OF)ss

I HEREBY CERTIFY that a meeting of the Board of Directors of _____
_____, a corporation under the laws of the
State of _____, held on _____, 19__, the following resolution
was duly passed and adopted:

"RESOLVED, that _____, as
_____ President of the corporation, be and he is
hereby authorized to execute the Contract dated
_____, 19__, between ST. JOHNS COUNTY, a politi-
cal subdivision, and this corporation, and that his exe-
cution thereof, attested by the Secretary of the corpora-
tion and with corporate seal affixed, shall be the offi-
cial act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the corporation this ___ day of _____, 19__.

Secretary

* * * * *

END OF CONTRACT

PERFORMANCE BOND

STATE OF FLORIDA)
COUNTY OF) ss

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as Principal, hereinafter called Con-
tractor, and _____ as
Surety, hereinafter called Surety, are held and firmly bound unto St. Johns
County, Florida, as Obligee, hereinafter called Owner, in the amount of _____
_____ Dollars (\$ _____)

for the payment whereof Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, Contractor has by written agreement dated _____,
19___, entered into a Contract with Owner for:

ST. AUGUSTINE BEACH PIER

in accordance with Drawings and Specifications prepared by Post, Buckley, Schuh
& Jernigan, Inc., which Contract is by reference made a part hereof and is here-
inafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the
Principal shall in all respects promptly and faithfully perform and comply with
the terms and conditions of said Contract and his obligations thereunder and
shall indemnify the Owner and the Consulting Engineer and save either or all of
them harmless against and from all costs, expenses and damages arising from the
performance of said Contract or the repair of any work there under, then this
obligation shall be void; otherwise, this Bond shall remain in full force and
effect, in accordance with the following terms and conditions:

1. The Principal and Surety jointly and severally agree to pay the Owner
any difference between the sum to which the said Principal would be entitled on
the completion of the Contract, and that sum which the Owner may be obliged to
pay for the completion of said work by Contract or otherwise, and any damages,
direct or indirect or consequential, which the said Owner may sustain on account
of such work, or on account of the failure of said Contractor to properly and in
all things, keep and execute all of the provisions of said Contract.

2. And this Bond shall remain in full force and effect for a period of
one (1) year from the date of acceptance of the project by the Owner and shall

provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.

3. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

4. The surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of "_____" and Financial Category of "Class _____".

5. This Bond is issued concurrently with a Payment Bond and together they shall be deemed to include and incorporate, by reference, all the terms and provisions of Florida Statute 255.05, including, without limitation, the notice and time provisions and the terms and conditions set forth in the bond form described herein. In the event of conflict between the language of this Bond and the language of Florida Statute 255.05, the Statute shall prevail.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ____ day of _____ 19__, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

Signature of Authorized Officer (Affix Seal)

WITNESSES:

Title

Business Address

City State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary (Corporate Seal)

STATE OF FLORIDA)
COUNTY OF)ss

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of St. Johns County, Florida.

Subscribed and sworn to before me this ____ day of _____, 19__, A.D.

(Attach Power of Attorney to Original Bid Bond and Financial Statement from Surety Company)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

- END OF PERFORMANCE BOND -

PAYMENT BOND

STATE OF FLORIDA)
COUNTY OF) ss

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as Principal, hereinafter called Contractor,
and _____
as Surety, hereinafter called Surety, are held and firmly bound unto St. Johns
County, Florida, as Obligee, hereinafter called Owner, in the amount of _____
_____ Dollars (\$ _____) for
the payment whereof Contractor and Surety bind themselves, their heirs, execu-
tors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, Contractor has by written agreement dated _____,
19___, entered into a Contract with Owner for:

ST. AUGUSTINE BEACH PIER

in accordance with Drawings and Specifications prepared by Post, Buckley, Schuh
& Jernigan, Inc., which Contract is by reference made a part hereof and is here-
inafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the
Principal shall promptly make payments to all claimants, as hereinbelow defined,
then this obligation shall be void; otherwise, this Bond shall remain in full
force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with
labor, material and supplies, used directly or indirectly by the said Principal
of any subcontractor in the prosecution of the work provided for in said
Contract, and is further defined in Section 713.01 of the Florida Statutes.

2. The above named Principal and Surety hereby jointly and severally
agree with the Owner that every claimant as herein defined, who has not been
paid in full before the expiration of a period of ninety (90) days after per-
formance of the labor or after complete delivery of materials and supplies by
such claimant, may sue on this Bond for the use of such claimant, prosecute the
suit to final judgment for such sum or sums as may be justly due claimant, and
have execution thereon. The Owner shall not be liable for the payment of any
costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a. Unless claimant, other than one having a direct contact with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.
- b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefor.
- c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any wise affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.

6. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's rating of " _____ " and Financial Category of "Class _____".

7. This Bond is issued concurrently with a Performance Bond and together they shall be deemed to include and incorporate, by reference, all the terms and provisions of Florida Statute 255.05, including, without limitation, the notice and time provisions and the terms and conditions set forth in the bond form described herein. In the event of conflict between the language of this Bond and the language of Florida Statute 255.05, the Statute shall prevail.

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ____ day of _____ 19__, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

Signature of Authorized Officer (Seal)

WITNESSES:

Title

Business Address

City State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary (Corporate Seal)

STATE OF FLORIDA)
COUNTY OF)ss

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of St. Johns County, Florida.

Subscribed and sworn to before me this ____ day of _____, 19__, A.D.

(Attach Power of Attorney to Original Bid Bond and Financial Statement from Surety Company)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

* * * * *

- END PAYMENT BOND -

GENERAL CONDITIONS

ARTICLE G-01 ABBREVIATIONS

References in the specifications to technical societies, organizations, or bodies are made in accordance with the following abbreviations:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute, Inc
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWSC	American Welding Society Code
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards - U.S. Department of Commerce
DOT	Department of Transportation - State of Florida
FS	Federal Specifications
IEEE	Institute of Electrical and Electronic Engineers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards - U.S. Department of Commerce
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
SFWMD	South Florida Water Management District
SPR	Simplified Practice Recommendations
UL	Underwriters Laboratories, Inc.

In the event that complete title and abbreviation for a society, organization or body is not listed herein, references to specifications or standards of the unlisted society, organization or body will be made using the full title of the society, organization or body.

ARTICLE G-02 INTENT AND CORRELATION OF DOCUMENTS

The Contract Documents cover, with explicit provisions, all matters relating to the work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the Owner's Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials, supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition, provide all work and materials not shown in detail but necessary for completion of the project as indicated or specified, including a proper and suitable foundation preparation, base or support and a reasonable

finish consistent with adjacent work which is shown or specified. The Contractor shall make plural and complete all work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. The Contractor shall follow the drawings and execute all work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the drawings and specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Owner's Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all work, including extra work, performed under this contract, whether performed either directly by the Contractor or by any Subcontractor.

The Contract Documents are complementary, and what is called for by any, shall be as binding as if called for by all. The Contractor shall carefully study and compare all drawings, specifications and other instructions; shall test all figures on the drawings before laying out the work; shall notify the Owner's Engineer of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the work. The Contractor shall not take advantage of any apparent error or omission which may be found in the drawings or specifications, but the Owner's Engineer shall be entitled to make such corrections therein and interpretations thereof as he may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct at his own expense all work improperly constructed through failure to notify the Owner's Engineer and request specific instructions. In case of conflict between the Drawings and Specifications, the Specifications shall take precedence over the Drawings. Special Conditions shall take precedence over General Conditions, and Specifications shall take precedence over Special Conditions and General Conditions. The captions or subtitles of the several Articles and Divisions of these Contract Documents constitute no part of the context hereof, but are only labels to assist in locating and reading the provisions hereof.

Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.

When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the drawings.

Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of the Contractor to determine the actual space requirements for setting and for entrance to the setting space to make all necessary allowances and adjustments therefor in his work without additional cost to the Owner.

Standard specifications or other specifications of the organizations, societies or bodies referred to herein or to specifications listed therein, shall be to their current editions and whenever it is stated in the Specifications that materials or work shall conform to the requirements of any of these specifications, work and/or material shall also conform to any other specification referred to herein.

ARTICLE G-03 NOTICE AND SERVICE

All notices, demands, requests, instructions, approvals and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the Proposal (or to such other office as the Contractor may from time to time designate to the Owner's Engineer in writing), or if deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All notices or other papers required to be delivered by the Contractor to the Owner, or to any of its representatives shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the Owner's Engineer, Post, Buckley, Schuh & Jernigan, Inc., 889 North Orange Avenue, Orlando, Florida 32801-1088, and any other notice or demand upon the Owner shall be sufficiently given if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same should have been received in due course of posts, or in the case of telegrams, at the time of actual receipt thereof.

ARTICLE G-04 COPIES FURNISHED

The Contractor will be supplied with five copies of the Drawings and Specifications. Additional copies which may be needed by the Contractor will be furnished at the cost of printing. One complete set of Drawings and Specifications shall be kept on the job by the Contractor and shall be accessible at all times.

ARTICLE G-05 SHOP DRAWINGS

The Contractor shall submit with such promptness as to cause no delay in the work, all shop or setting drawings and schedules required for the work of the various trades. Before submitting shop drawings, the Contractor shall check all drawings for accuracy, correlate them, and make necessary corrections in yellow pencil. The Contractor shall indicate his review of these drawings by appropriate stamp denoting his approval. Shop drawings submitted to the Owner's Engineer without this stamp will be returned without action. After the Contractor's review, he shall submit the specified number of sets of shop drawing prints to the Owner's Engineer for approval.

Shop drawings shall be dated and identified by project name, and shall indicate descriptive names of equipment, type and class of materials, item numbers, reference to Owner's Engineer's drawings, specification reference, and location at which materials or equipment are to be installed in the work. Shop drawings shall be folded to fit in letter size files with the title exposed on the outside fold.

Shop drawings shall be submitted with duplicate transmittal letters containing project name, Contractor's name, number of drawings and other pertinent data. Shop drawings and submittal data will be reviewed two times; thereafter, all further review time will be charged to the Contractor at a rate of \$50 per hour.

The Owner's Engineer shall review shop drawings for general design and arrangement with reasonable promptness, making desired corrections. The Owner's Engineer's approval of such drawings or schedules will not include verification of dimensions or quantities, nor shall it relieve the Contractor from responsibility for deviations from drawings and/or specifications unless he has, in writing, called the Owner's Engineer's attention to such deviations at the time of submission; nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules or proper correlation with other work. The Contractor shall make any corrections required by the Owner's Engineer and file with him the specified number of corrected copies.

ARTICLE G-06 OWNERSHIP OF DRAWINGS

All Specifications, Drawings, other contract documents and copies thereof furnished by the Engineer shall remain his property. They shall not be used on another project unless such use is authorized by the Engineer and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him upon completion of the project.

ARTICLE G-07 SAMPLES

The Contractor shall furnish to the Owner's Engineer for approval all samples of materials as directed. The work shall then be in accordance with approved samples.

ARTICLE G-08 MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, labor, water, tools, equipment, light, power, transportation and other facilities necessary for expeditious execution and completion of the work in an acceptable manner. Unless otherwise definitely specified, it is a general requirement of the specifications that all materials and workmanship shall meet the requirements of the applicable standard specifications of the American Society for Testing and Materials, or of the Federal Specifications Board as minimum requirements.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Mechanics whose work is unsatisfactory to the Owner or who are considered by the Owner's Engineer as careless, incom-

petent, unskilled or disorderly, who use threatening or abusive language to any person having supervision of the work, or who are otherwise objectionable shall be dismissed from the work upon notice from the Owner and shall not be employed on the work thereafter. No intoxicating liquor shall be allowed on the work.

All labor described in these specifications or indicated on the drawings and the work specified or indicated, shall be executed in a thoroughly substantial and workmanlike manner and by mechanics skilled in the applicable trade. All materials, fixtures and apparatus shall be installed in an undamaged condition.

Except as otherwise specified, all materials, fixtures and apparatus shall be new and of good quality and shall be delivered to the site of the work in an undamaged condition. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

Whenever materials are sold by the manufacturer in sealed packages, they shall be so delivered on the job.

The Contractor shall make written request to the Owner's Engineer for, and obtain his written approval of, the use of any material proposed for use when "approved" materials are specified without mentioning any standard by name.

All written requests for approval of materials shall be made within thirty days after the contract is signed and before ordering any materials requiring such approval.

If any materials specified shall no longer be available during the progress of the work, or if the quality of the material no longer meets with satisfactory approval of the Owner, he shall specify an equal which will be satisfactory to him. Resultant costs change, if any, shall be as provided for changes in the work.

When any article, material or item is specified by proprietary name, trade name and/or name of manufacturer, with the addition of such expressions as "or equal", or "approved equal", it shall be understood that the article, material or item named is intended as a standard of the quality and performance desired, and any article, material or item equal thereto may be used, subject to the prior written approval of the Owner's Engineer. It is distinctly understood that, (1) the Owner's Engineer is to use his own judgment in determining whether or not any article, material or item proposed to be substituted is the equal of any article, material or item so specified; (2) the decision of the Owner's Engineer on all such questions of equality shall be final and binding upon the Contractor; and (3) in event of any adverse decision made by the Owner's Engineer, no claim of any sort by the Contractor shall be made or allowed against the Owner's Engineer or Owner. Where trade names are specified without the phrase "or equal", or where alternate trade names are specified without the phrase "or equal", such products are hereby approved for quality and no substitution will be permitted.

Materials and equipment designed for permanent installation in the work shall be properly stored by the Contractor on the site when delivered, to insure protection against deterioration of any type. These materials shall be so

placed as to cause a minimum of inconvenience to other contractors on the work and to the public. The storage piles shall be arranged to facilitate inspections, and any deterioration shall be grounds for rejection. If material stored on the job and paid for under the terms of the contract is damaged before its incorporation in the work, the amounts paid the Contractor for the damaged material shall be deducted from the next estimate.

ARTICLE G-09 PATENTS AND ROYALTIES

It is mutually understood and agreed that, without exception, contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the right for such use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of this agreement shall be filed with the Owner's Engineer; however whether or not such agreement is made or filed as noted, the Contractor and the surety in all cases shall indemnify and save harmless to a limit of \$1,000,000 the said Owner and the Owner's Engineer for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

ARTICLE G-10 SALES TAX AND EXCISE TAX

All sales tax and excise taxes shall be paid by the Contractor, except as otherwise provided under the Special Conditions.

ARTICLE G-11 SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner's Engineer and with other contractors in every way possible. The Contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as his agent on the work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the work. Such superintendent shall be furnished irrespective of the amount of work sublet.

The Contractor shall be solely and wholly responsible for delivering the completed work in a good and workmanlike condition and for the good condition of the work and materials until final acceptance and his formal release from his obligations. He shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature.

The Contractor shall indemnify and hold harmless to a limit of \$1,000,000 the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) 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 (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone

for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The obligation of the Contractor under this Article shall not extend to the liability of the Engineer, his agents or employees arising out of errors or omissions in maps, drawings, opinions, reports, surveys, change orders, designs or specifications which have been prepared by the Engineer.

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

The Contractor shall be held responsible for any violation of laws or ordinances affecting in any way the conduct of all persons engaged, or the materials or methods used by him, on the work.

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State Department of Health & Rehabilitative Services or the County Health Department. He shall commit no public nuisance. Sanitary facilities shall be at least 500 feet from the nearest water well. Privies shall have incorporated therein metal containers which shall be tightly closed and all waste shall be transported away from the site of the work and disposed of properly.

Any instructions, directions, or orders from the Owner shall be given to the Contractor through the Owner's Engineer. The Owner, except in the absence of the Owner's Engineer, has no authority to give directions, orders or instructions directly to the Contractor.

ARTICLE G-12 PROGRESS AND SUBMISSION SCHEDULES AND PRECONSTRUCTION CONFERENCE

Prior to the preconstruction conference, the Contractor shall submit to the Owner a construction progress schedule which shall show chronologically all operations contemplated and necessary for the successful completion of the work within the agreed contract time and a schedule of shop drawing submissions. The Contractor shall not commence construction operations until the progress schedule has been approved by the Owner. After approval of the construction progress schedule, no deviations from it shall be made without prior approval from the Owner. Included with the progress schedule shall be a schedule of values of lump sum items which indicate costs in relation to the progress schedule and unit costs.

Before starting the work, a conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions, and to establish a working understanding between the Parties as to the Project. Present at the conference will be the Owner's Engineer, the Project Representative, the Contractor and the Superintendent, and others as may be specified in the Special Conditions.

Prior to starting the work, the Contractor shall furnish the Owner and the Owner's Engineer Certificates of Insurance as required by Article G-15, Insurance.

ARTICLE G-13 SURVEYS, PERMITS AND REGULATIONS

The Contractor shall furnish all surveys unless otherwise specified.

Both temporary and permanent permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner's Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Engineer, he shall bear all costs arising therefrom.

The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

The Contractor shall save harmless to a limit of \$1,000,000 the Owner and all of its officers, agents and servants, including the Owner's Engineer and his representatives, against any claims or liability arising from, or based on, the violation of any such laws, bylaws, ordinances, regulations, orders or decrees, whether by himself or his employees.

ARTICLE G-14 PROTECTION OF PROPERTY AND THE PUBLIC

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect public and private property from injury or loss arising in connection with this contract. He shall make redress for any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and local safety laws, including, but not limited to the requirements of the Occupational Safety & Health Act of 1970, and Amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work, from sunset to sunrise; he shall erect suitable railings, barricades, or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; he shall provide all necessary watchmen on the work by day or by night for the safety of the public; and he shall take all necessary precautions to prevent accidents and injuries to persons or property in or about the work.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall act promptly at his discretion to prevent such threatened loss or injury, and he shall so act, without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by the Owner's Engineer.

Should warnings of winds of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations; and removing or adequately securing scaffolding and other temporary or partially completed work.

The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including landscaping, walks, drives, structures) on the premises and/or property of owners of any land adjoining, which may be caused by him or his workmen, or which he or they might have prevented. The Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and Subcontractor's employees.

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by the Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced if avoidable. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the work.

ARTICLE G-15 INSURANCE

1. The Contractor shall provide and maintain during the life of this Contract "Workmen's Compensation Insurance" for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require each Subcontractor similarly to provide "Workmen's Compensation Insurance" for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this Contract at the site of the project are not protected under the "Workmen's Compensation" Statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

2. The Contractor shall provide and maintain during the life of this Contract insurance that will protect him and any Subcontractor performing work covered by this Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by

any Subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of this Contract insurance that will indemnify and hold harmless the Owner, the Engineer and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from the performance of the work, injury or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The obligation of the Contractor under this Article shall not extend to the liability of the Engineer, his agents or employees arising out of errors or omissions in maps, drawings, opinions, reports, surveys, change orders, designs or specifications which have been prepared by the Engineer.

Insurance shall be provided with a limit of \$1,000,000 in each of three policies as follows:

- a. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard.
- b. Comprehensive Auto Liability Insurance.
- c. Contractual Liability Insurance. The Owner and Engineer shall be named as additional insureds.

3. In types or classes of work which include, all or in part, buildings or structures which may be subject to damage by fire, wind, water or vandalism, the Contractor shall take out and maintain, during the life of this Contract, what is known as "Builder's All Risk Insurance", covering Fire, Wind, Water, Extended Coverage and Vandalism, in an amount equal to one hundred percent (100%) of the Contract price pertaining to such building or structure, or buildings or structures.

The Owner will reimburse Contractor in an amount equal to 50% of the cost of the premium for the Builders All Risk Insurance premium up to \$9500.

4. Before starting the work, the Contractor will file with the Owner and the Owner's Engineer certificates of such insurance, acceptable to the Owner. These certificates shall include the Owner as a named insured and shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least 30 days prior written notice has been given to the Owner and the Owner's Engineer. The Certificate of Insurance form appears on pages IG-22 and IG-23.

ARTICLE G-16 AUTHORITY OF ENGINEER

The supervision of the execution of this contract is vested wholly in the Contractor. The orders, instructions, directions, or requests of the Owner are to be given through the Owner's Engineer. The Owner's Engineer shall transmit them promptly to the Contractor as coming from the Owner and originating in the Owner. The Contractor shall designate a representative to receive such instruc-

tions, directions or requests in his absence, and failing to do so, will be held responsible for the execution of them.

The Owner, through his Engineer, and acting upon the Engineer's advice, shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the contract. The Contractor shall not suspend the work and shall not remove any equipment, tools, lumber or other materials without the written permission of the Owner's Engineer.

ARTICLE G-17 OBSERVATION OF THE WORK

The Owner's Engineer shall have free access to the materials and the work at all times for measuring or observing the same, and the Contractor shall afford him all necessary facilities and assistance for so doing.

After written authorization to proceed with the work, the Owner's Engineer shall:

1. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work, he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction and he will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the work; and during such visits and on the basis of his on-site observations as an experienced and qualified design professional he will keep the Owner informed of the progress of the work, will endeavor to guard the Owner against defects and deficiencies in the work of Contractors and may disapprove work as failing to conform to the Contract Documents.

2. Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and assemble written guarantees which are required by the Contract Documents.

3. Consult and advise with the Owner, act as the Owner's representative at the project site, issue all instructions of the Owner to the Contractor and prepare routine change orders as required.

4. Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractor's applications for payment, determine the amount owing to the Contractor and approve in writing payment to the Contractors in such amounts; such approvals of payment to constitute a representation to the Owner, based on such observations and review of the data comprising such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the qual-

ity of the work is in accordance with the Contract Documents, subject to the results of any subsequent test called for in the Contract Documents and any qualifications stated in his approval. Such partial and final payments will be as specified elsewhere herein except as modified in this paragraph.

5. Conduct, in company with the Owner, a final inspection of the project for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and approve in writing final payment to the Contractor.

ARTICLE G-18 EXAMINATION OF THE WORK

The authority and duties of the resident project representatives when provided and authorized as employees of the Owner's Engineer and when the employment thereof is authorized and paid by the Owner, are limited to examining the material furnished, observing the work done and reporting their findings to the Owner's Engineer. The Owner's Engineer does not underwrite, guarantee or insure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the Contract Documents, and the Owner's Engineer shall never be responsible or liable to either the Owner or the Contractor or any other party by reason of the Contractor's failure to do so. Failure by the Owner's Engineer or by any project representative or other representative of the Owner engaged in on-the-site observation to discover defects or deficiencies in the work of the Contractor shall never, under any circumstances, relieve the Contractor from his liability therefor to the Owner, or subject the Owner's Engineer to any liability to the Owner, the Contractor, or any other party for any such defect or deficiency.

Project representatives shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the Owner's Engineer, or to delay the Contractor by failure to observe the materials and work with reasonable promptness.

The Owner's Engineer, his representatives, employees, or any resident project representative in the employment of the Owner's Engineer will not have authority to supervise, direct, expedite or otherwise control and instruct or order the Contractor or his employees in the fulfillment of the Contractor's obligation. The Owner's instructions, orders, directions and/or orders to the Contractor shall be given only through the Owner's Engineer, or his employees. The Owner's Engineer may only advise the Contractor when it appears to the Owner's Engineer that the work and/or materials do not conform to the requirements of the Contract Documents, including the Drawings and Specifications.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the contract.

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the

Contractor will give the Engineer timely notice of readiness therefor. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organization as may be required by law or the Contract Documents. If any such work required so to be inspected, tested or approved is covered without written approval of the Engineer, it must, if requested by the Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

ARTICLE G-19 DEFECTIVE WORK

If at any time, before final acceptance of the work or materials, defects therein shall be found, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory work or materials, although the defects may have been overlooked by the Owner's Engineer or his employees, or may have been the result of damage from any cause.

Should the Contractor fail or refuse to remove and renew any defective work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the Owner's Engineer shall, under these conditions, after securing the Owner's concurrence, cause the unacceptable or defective work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Any expense incurred by the Owner in making these removals, renewals or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the Contractor, or shall be assumed by the Surety. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner, shall be sufficient cause for the Owner to declare the Contract in default, in which case the Owner at its option may contract with any other individual, firm or corporation to perform the work.

All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the Contract Bond. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.

ARTICLE G-20 ALTERATIONS OR CHANGES IN DRAWINGS AND SPECIFICATIONS

The right is reserved for the Owner's Engineer to make without notice to the Surety from time to time, such alterations in the Drawings or in the character of the work as he may consider necessary or desirable to complete the proposed work to his satisfaction and consistent with the general intention of the Contract Documents. Notice of every such alteration or change shall be given in writing to the Contractor, and no such alteration or change shall be considered as constituting a waiver of any of the provisions of the Contract Documents, or as nullifying or invalidating any such provisions. Should any such alteration or change result in an increase or decrease in the quantity or the cost of the work or materials described in the Proposal, the total amount payable under the Contract will be accordingly modified. If alterations or

changes are thus made, the time for completion of the Contract will be correspondingly modified, if the Contractor so requests, before commencing the work attributable to such alterations or changes.

ARTICLE G-21 EXTRA WORK

The Contractor shall do all extra work that may be ordered in writing by the Owner's Engineer acting on the specific authority of the Owner arising out of the modification of the Specifications or Drawings made or approved by the Owner. For this work, the Contractor shall be paid at the rates named in the Contract for work of a similar nature and character. If the extra work be of a class for which no rate is fixed in the Contract, the actual reasonable cost as determined by the Owner's Engineer, plus fifteen percent of said cost for profit and general expense shall be paid the Contractor. No claim for extra work shall be allowed unless the same was ordered in writing as aforesaid, and the claim presented at the time of the first estimate after the work is done.

Except as hereinafter provided, all extra work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such work. This price (or rate) shall have been approved by the Owner and mutually agreed by the Contractor and the Owner's Engineer to be suitable compensation for the contemplated extra work. However, if the Contractor and Owner's Engineer fail to agree on an equitable price for any extra work ordered, it shall be performed by using labor, tools, equipment, and materials as may be specified by the Owner's Engineer, and will be paid for in the following manner:

1. For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen percent of such sum, and the total thereof shall be full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid the actual cost of Social Security taxes, Unemployment Insurance, Workmen's Compensation Insurance and Contractor's Public Liability and Property Damage Insurance involved in such extra work, based on the actual wages paid to such labor.

2. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipted bills, to which cost shall be added an amount equal to ten percent thereof.

3. For any special machinery or special equipment, including fuel and lubricants therefor, required for the economical performance of extra work, the Owner's Engineer shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the extra work.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all extra work done.

The Contractor's representative and the Owner or Owner's Engineer shall compare records of extra work done at the end of each day. Such records shall

be made in duplicate upon a form provided for such purpose by the Owner's Engineer and shall be signed by both the representatives referred to herein, one copy being submitted to the Owner's Engineer and the other being retained by the Contractor.

ARTICLE G-22 FAILURE TO PERFORM WORK

If the Contractor shall fail to begin the work called for by the Contract within the time specified, or shall fail to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the work within the prescribed time, or shall perform the work unsatisfactorily, or shall neglect or refuse to remove materials or to perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent, or be declared a bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing to the Contractor and to his Surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct the same.

If the Contractor shall not correct such conditions within a period of five calendar days after receipt of such notice, the Owner shall, upon written report from the Owner's Engineer reciting the facts of such delay, neglect or default, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into an agreement with another Contractor for the completion of the work or to use such other methods as, in the opinion of the Owner, shall be required for the completion of the work in an acceptable manner.

All costs and charges incurred by the Owner together with the costs of completing the work under the Contract, shall be deducted from any monies due or which may become due the Contractor. In the event that the expense so incurred by the Owner shall be less than the sum which would have been payable under the Contract if the work had been completed by the Contractor, the Contractor shall be entitled to receive the difference; in case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess.

ARTICLE G-23 TERMINATION

The performance of work under this Contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, and except as otherwise directed by the Engineer, the Contractor shall:

1. Stop work under this Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract as is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the Owner, in the manner, at the times, and to the extent directed by the Engineer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent he may require, which approval or ratification shall be final for all the purposes of this clause.

6. Transfer title and deliver to the Owner, in the manner, at the times, and to the extent, if any, directed by the Engineer, the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination.

7. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

8. Take such action as may be necessary or as the Engineer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with the certification prescribed by the Engineer. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by the Owner. No claim will be allowed for machinery and equipment rental expense incurred after the effective date of the Notice of Termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Engineer shall determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon advise the Owner the amount so determined.

The Contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as

further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing in this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Owner to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

In the event of the failure of the Contractor and the Owner to agree as provided in the preceding paragraph on the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Engineer shall determine, on the basis of information available to him, with respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of the cost of such work and a sum, as a profit, equal to 2 percent of said cost of the work, which represents the cost of articles or materials delivered to the site, but not incorporated in the work and in place on the effective date of the Notice of Termination, plus a sum equal to 8 percent of the remainder to such amount, but the aggregate of such sums shall not exceed 6 percent of the whole of the amount determined above; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this paragraph and an approximate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

The total sum to be paid to the Contractor shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Engineer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner.

In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the Owner may have against the Contractor in connection with this Contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Owner.

ARTICLE G-24 ASSIGNMENT OF CONTRACT

No assignment by the Contractor of this Contract or of any part thereof, or any monies due, or to become due thereunder shall be made without the prior approval of the Owner, which approval will be given only after the Surety on the Performance and Payment Bonds has informed the Owner in writing that it has no objection to such assignment being made.

In the event that the Contractor shall undertake to assign all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the rights of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all work embraced by this Contract.

ARTICLE G-25 SUBCONTRACTORS

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

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the Owner.

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

ARTICLE G-26 SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall examine and promptly report to the Owner and Owner's Engineer any defects in such work that renders it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute his acceptance, at his own risk, of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of the work under this Contract.

To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner and Owner's Engineer any discrepancy between the executed work and the Drawings.

ARTICLE G-27 DISTRIBUTION OF WORK

The arrangement of the Specifications in sections, under general titles descriptive of the principal materials or trades covered, is for convenience. This subdivision follows trade practice as far as seems practical without

unreasonably complicated or minute breakdown. Under many divisions it has seemed proper to include items of other trades or types of materials, the use or the installation of which is closely related to the principal subject of that division. Such arrangement shall not operate to make the Owner's Engineer an arbitrator to establish subcontract limits between Contractor and subcontractor.

The Contractor and all subcontractors shall study the Drawings and Specifications in sufficient detail to assure that all required items are included. It shall be the General Contractor's responsibility to so arrange and distribute the work that all required items are provided by the proper trades and at the proper times, without controversy as to contract obligation, or as to jurisdiction, and he shall make all necessary adjustments to this end.

ARTICLE G-28 NO WAIVER OF LEGAL RIGHTS

Observation by the Owner's Engineer or by any of his duly authorized representatives, any measurement or report by the Owner's Engineer, any order by the Owner for the payment of money, any payment for or acceptance of any work or any extension of time or any possession taken by the Owner shall not operate as a waiver of any provision of this Contract, or any power therein preserved to the Owner, or of any right to damages therein provided. Any waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.

The Owner reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet requirements of this Contract. The Owner further reserves the right, should proof of defective work on the part of the Contractor be discovered after the final payment has been made, to claim and recover by process of law, such sums as may be sufficient to correct the error, or make good the defects in the work.

Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

ARTICLE G-29 SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, equipment and transportation, and for performing all work required to complete the work under this Contract; and also in full payment for all loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the Owner.

The prices stated in the Price Schedule include all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during observation and/or inspection, together with any and all other costs and expenses for performing and completing the work as specified.

ARTICLE G-30 BASIS OF PAYMENT

The basis of payment shall be the Contract Unit Prices and/or Contract Lump Sum Price named in the Price Schedule.

ARTICLE G-31 PARTIAL AND FINAL PAYMENTS

Payments under this Contract shall be made solely from the sources described in Article 2 of the Contract. If the work progresses according to this Contract, the Contractor will be paid each month, 90 percent of the value of the work completed during the preceding month and 90 percent of the value of materials not already used, but which have been furnished by the Contractor under the Specifications and satisfactorily stored on the project site, provided that such materials have been delivered and inspected and that payment therefor has been satisfactorily certified by the Contractor to the Owner and provided further that the materials, in the judgment of the Owner's Engineer are such as probably will be incorporated in the work within the next 30 days. The Contractor shall substantiate the value of stored materials for which payment is requested by submitting copies of suppliers' invoices for the stored material. For the purpose of preparing a monthly estimate for partial payment, the Contractor will make an approximate estimate of the value of all work done and materials furnished as of the last day of each calendar month, and will deduct 10 percent thereof and all previous payments and charges, and the balance will be paid by the Owner to the Contractor on or about thirty days after the submittal to the Owner. The Owner's Engineer shall review, revise and correct, if necessary, and then approve the estimate for partial payment before it is submitted by the Owner's Engineer to the Owner. The 10 percent which is deducted each month is reserved by the Owner as a partial guaranty to it of the faithful execution of this Contract. As a consideration of such payment of 90 percent, the Owner shall have the right to enter upon and put into proper service any or all parts of the work which may be in condition for use; however, such use shall not be construed as the final acceptance and the commencement of the one year guarantee bond period for any or all parts of the work, unless final acceptance is made for the complete project at that time. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the Owner of any part of the work so used.

Upon receipt of written notice from the Contractor that the work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, the Owner's Engineer shall promptly examine the work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed work by a properly qualified and experienced professional engineer, shall satisfy himself that the Contractor's statement appears to be correct. He shall then inform the Owner in writing that he has examined the work and that it appears to conform to the Contract Drawings, Specifications and any approved Change Orders and that therefore he recommends acceptance and final payment to the Contractor. However, it is agreed by the Owner and the Contractor that such statement by the Owner's Engineer does not in any way relieve the Contractor from his responsibility to deliver a completed job in good and workmanlike condition, and does not render the Engineer or the Owner liable for any faulty work done or materials used by the Contractor.

The Owner's Engineer will then make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made.

The Owner's Engineer will report such estimate to the Owner together with his recommendation as to the acceptance of the work or his findings as to any deficiencies therein. After receipt and acceptance by the Owner of the properly executed Affidavit and the Release of Lien and within 60 days after approval of the Engineer's estimate and recommendation by the Owner, the amount of the estimate, less any charges or damages herein provided for, will be paid. Upon such final payment, the Owner shall be released by the Contractor from all liability whatever growing out of this Contract, except for the balance, if any, of such amount as may have been retained to cover charges, claims or damages, as specified; and if the Owner is satisfied that no such charges, claims or damages exist or will arise, no such amount will be retained. All prior estimates are subject to correction in the final estimate.

Each request for a partial payment shall be submitted on an Application for Payment Form shown on Page IG-24 which shall be accompanied by an executed copy of the Certification of Contractor shown on Page IG-25.

ARTICLE G-32 MEASUREMENT AND PAYMENT

Measurement and payment for work items for which direct payment is provided will be achieved as required by the Technical Specifications. When no direct payment for work or materials is required in the General Conditions, the Special Conditions, the Proposal, the sections of the Technical Specifications or in other parts of the Contract Documents or shown, indicated or noted on the Drawings, compensation therefor shall be included in the Contract Unit or lump Sum Prices for the several pay items under this Contract and shown and listed in the Proposal.

ARTICLE G-33 AFFIDAVIT AND RELEASE OF LIEN

When the work has been completed, the Contractor shall execute a Final Release of Lien and an Affidavit declaring that all bills have been paid in full. Should the Owner be a division of the State of Florida or a municipality therein, the Contractor shall execute an Affidavit declaring the State apprenticeship employment program has been followed.

These documents will be furnished to the Owner in a form similar to those which appear on pages IG-26, IG-27 and IG-28.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT THE _____
Insurance Company

Address _____

of _____
has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be cancelled or changed so as to affect the interest(s) of the _____ (hereinafter sometimes called the Owner) until thirty (30) days after written notice of such cancellation or change has been delivered to the Owner's Engineer; Post, Buckley, Schuh & Jernigan, Inc.

Insured _____

Address _____

Status of Insured ___ Corporation ___ Partnership ___ Individual

Location of Operations Insured _____

Description of Work

INSURANCE POLICIES IN FORCE

<u>Forms of Coverage</u>	<u>Policy Number</u>	<u>Expiration Date</u>
<u>*Worker's Compensation/Employers' Liability</u>	_____	_____
<u>+Comprehensive Automobile Liability</u>	_____	_____
<u>°Comprehensive General Liability</u>	_____	_____
<u>Contractual Liability</u>	_____	_____
<u>±Excess Liability</u>	_____	_____
<u>Builders All Risk</u>	_____	_____
<u>Other (Please specify type)</u>	_____	_____

POLICY INCLUDES COVERAGE FOR:

	YES	NO
1. Additional Insured: Post, Buckley, Schuh & Jernigan, Inc. and Owner.	_____	_____
2. *Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.	_____	_____
3. +All owned, hired, or nonowned automotive equipment used in connection with work done for the Owner.	_____	_____

POLICY INCLUDES COVERAGE FOR: (Continued)

	YES	NO
4. *Damage caused by explosion, collapse or structural injury, and damage to underground utilities.	_____	_____
5. *Products/Completed Operations	_____	_____
6. *Owners and Contractors Protective Liability	_____	_____
7. *Liability assumed in the Contract	_____	_____
8. *Personal Injury Liability	_____	_____
9. ‡Excess Liability applies excess of:		
(a) Employers' Liability	_____	_____
(b) Comprehensive General Liability	_____	_____
(c) Comprehensive Automobile Liability	_____	_____
(d) Contractual Liability	_____	_____

FORM OF COVERAGE	LIMITS OF LIABILITY	
	BODILY INJURY	PROPERTY DAMAGE
Worker's Compensation	Statutory	XXXXXXXXXXXXXXXXXX
Employers' Liability \$	Each Accident	XXXXXXXXXXXXXXXXXX
Comprehensive Automobile Liability \$	Each occurrence- Combined Single Limit BI/PD	
Comprehensive General Liability \$	Each occurrence- Combined Single Limit BI/PD	
Contractual Liability \$		
Excess Liability \$	Each occurrence- Combined Single Limit BI/PD	
Builders All Risk \$		
Other (please specify type)		

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the Owner's Engineer when so requested.

NOTE: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date _____ (SEAL) _____
Insurance Company

Issued at _____
Authorized Representative

Insurance Agent or Company
- Send original and one copy to: Post, Buckley, Schuh & Jernigan, Inc.
889 North Orange Avenue
Orlando, Florida 32801-1088

APPLICATION FOR PAYMENT NO.

Project No. _____

Project Name: _____

Owner: _____

Contractor: _____

- | | |
|---|--------------|
| 1. Value of original contract work performed to date: | \$ _____ |
| 2. Extra work performed to date: | \$ _____ |
| 3. Materials accepted and stored at site: | \$ _____ |
| 4. Gross value to date: | \$ _____ |
| 5. Ten percent retained: | (-) \$ _____ |
| 6. Net amount due to date: | \$ _____ |
| 7. Less; previous net amount: | (-) \$ _____ |
| 8. Balance due for this payment: | \$ _____ |

Note: This Application must be accompanied with the Certification of Contractor Form.

A F F I D A V I T

STATE OF)
COUNTY OF) ss

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____

_____, who, after being first duly sworn,

upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred

by _____

in connection with the construction of _____

have been paid in full.

SIGNED: _____

By: _____

WITNESSES:

SWORN AND SUBSCRIBED TO BEFORE ME THIS ____ day of _____, 19__ A.D.

Notary Public
State of Florida-at-Large

My Commission Expires: _____

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____

for and in consideration of the sum of _____
_____ (\$_____)

paid to _____

by St. Johns County, Florida, receipt of which is hereby acknowledged, do(es) hereby release and quitclaim to _____, Florida, the Owner, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which

now has (have) or might have against the property, building, and/or improvements, on account of labor performed, material furnished, and/or for any incidental expense for the construction of _____

thereon or in otherwise improving said property situated as above described.

IN WITNESS WHEREOF _____ have (has) hereunto set _____
hand and seal _____ this _____ day of _____, 19____, A.D.

WITNESS:

_____ (Seal)

SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____, A.D.

Notary Public
State of Florida-at-Large

My Commission Expires: _____

A F F I D A V I T
(Apprenticeship Employment)

STATE OF FLORIDA)
COUNTY OF) ss

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, after being first duly sworn, upon oath deposes and says that the requirements of the apprenticeship employment imposed by Section 446.041(2) and Section 446.081 Florida Statutes has been complied with by the _____

_____ in connection with the construction of _____

Signed: _____
By: _____

Witnesses:

SWORN AND SUBSCRIBED TO BEFORE ME THIS ____ day of _____, 19__ A.D.

Notary Public
State of Florida-at-Large
My Commission Expires: _____

ARTICLE G-34 CLEANUP

The Contractor shall keep the premises, site and/or right-of-way free from accumulations of waste materials, rubbish and other debris resulting from the work. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site, the right-of-way and adjacent property, all surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and shall leave the site and vicinity unobstructed and in a neat and presentable condition throughout the entire area or length of the work under contract. The placing of materials of every character, rubbish, or equipment on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. If the work is of such character as may be done by blocks or sections, the Contractor may be required to remove promptly and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed.

In the event of delay exceeding two days after written notice is given to the Contractor by the Owner's Engineer to remove such rubbish or materials, or to restore displaced or damaged property, the Owner may employ such labor and equipment as he may deem necessary for the purpose and the cost of such work, together with the cost of supervision, shall be charged to the Contractor, and shall be deducted from any money due him on the monthly or final estimate. No contract shall be considered as having been completed until all rubbish and surplus materials have been removed and properly disposed of.

ARTICLE G-35 RECOVERY RIGHTS SUBSEQUENT TO FINAL PAYMENT

The Owner reserves the right, should an error be discovered in the partial or final estimates, or proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or his Surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

ARTICLE G-36 GENERAL GUARANTEE

Neither the final acceptance or payment by the Owner nor any provision of the Contract Documents, nor partial or entire use of the premises (work) by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy all defects in the work and pay for all damage to other work, person or property resulting therefrom which shall appear within one year from the date of final acceptance unless a longer period is allowed under applicable statutes of limitation. The Owner will give notice of observed defects with reasonable promptness. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the General Guarantee.

* * * * *

END OF SECTION

The Owner's Engineer will report such estimate to the Owner together with his recommendation as to the acceptance of the work or his findings as to any deficiencies therein. After receipt and acceptance by the Owner of the properly executed Affidavit and the Release of Lien and within 60 days after approval of the Engineer's estimate and recommendation by the Owner, the amount of the estimate, less any charges or damages herein provided for, will be paid. Upon such final payment, the Owner shall be released by the Contractor from all liability whatever growing out of this Contract, except for the balance, if any, of such amount as may have been retained to cover charges, claims or damages, as specified; and if the Owner is satisfied that no such charges, claims or damages exist or will arise, no such amount will be retained. All prior estimates are subject to correction in the final estimate.

Each request for a partial payment shall be submitted on an Application for Payment Form shown on Page IG-24 which shall be accompanied by an executed copy of the Certification of Contractor shown on Page IG-25.

ARTICLE G-32 MEASUREMENT AND PAYMENT

Measurement and payment for work items for which direct payment is provided will be achieved as required by the Technical Specifications. When no direct payment for work or materials is required in the General Conditions, the Special Conditions, the Proposal, the sections of the Technical Specifications or in other parts of the Contract Documents or shown, indicated or noted on the Drawings, compensation therefor shall be included in the Contract Unit or lump Sum Prices for the several pay items under this Contract and shown and listed in the Proposal.

ARTICLE G-33 AFFIDAVIT AND RELEASE OF LIEN

When the work has been completed, the Contractor shall execute a Final Release of Lien and an Affidavit declaring that all bills have been paid in full. Should the Owner be a division of the State of Florida or a municipality therein, the Contractor shall execute an Affidavit declaring the State apprenticeship employment program has been followed.

These documents will be furnished to the Owner in a form similar to those which appear on pages IG-26, IG-27 and IG-28.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT THE _____
Insurance Company

Address _____

of _____
has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be cancelled or changed so as to affect the interest(s) of the _____ (hereinafter sometimes called the Owner) until thirty (30) days after written notice of such cancellation or change has been delivered to the Owner's Engineer; Post, Buckley, Schuh & Jernigan, Inc.

Insured _____

Address _____

Status of Insured ___ Corporation ___ Partnership ___ Individual

Location of Operations Insured _____

Description of Work

INSURANCE POLICIES IN FORCE

<u>Forms of Coverage</u>	<u>Policy Number</u>	<u>Expiration Date</u>
<u>*Worker's Compensation/Employers' Liability</u>		
<u>+Comprehensive Automobile Liability</u>		
<u>°Comprehensive General Liability</u>		
<u>Contractual Liability</u>		
<u>‡Excess Liability</u>		
<u>Builders All Risk</u>		
<u>Other (Please specify type)</u>		

POLICY INCLUDES COVERAGE FOR:

	YES	NO
1. Additional Insured: Post, Buckley, Schuh & Jernigan, Inc. and Owner.	_____	_____
2. *Liability under the United States Longshoremen's and Harbor Workers' Compensation Act.	_____	_____
3. +All owned, hired, or nonowned automotive equipment used in connection with work done for the Owner.	_____	_____

POLICY INCLUDES COVERAGE FOR: (Continued)

	YES	NO
4. *Damage caused by explosion, collapse or structural injury, and damage to underground utilities.	_____	_____
5. *Products/Completed Operations	_____	_____
6. *Owners and Contractors Protective Liability	_____	_____
7. *Liability assumed in the Contract	_____	_____
8. *Personal Injury Liability	_____	_____
9. ‡Excess Liability applies excess of:		
(a) Employers' Liability	_____	_____
(b) Comprehensive General Liability	_____	_____
(c) Comprehensive Automobile Liability	_____	_____
(d) Contractual Liability	_____	_____

FORM OF COVERAGE	LIMITS OF LIABILITY	
	BODILY INJURY	PROPERTY DAMAGE
Worker's Compensation	Statutory	XXXXXXXXXXXXXXXXXX
Employers' Liability \$	Each Accident	XXXXXXXXXXXXXXXXXX
Comprehensive Automobile Liability \$	Each occurrence- Combined Single Limit BI/PD	
Comprehensive General Liability \$	Each occurrence- Combined Single Limit BI/PD	
Contractual Liability \$		
Excess Liability \$	Each occurrence- Combined Single Limit BI/PD	
Builders All Risk \$		
Other (please specify type)		

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the Owner's Engineer when so requested.

NOTE: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date _____ (SEAL) _____
Insurance Company

Issued at _____
Authorized Representative

Insurance Agent or Company
- Send original and one copy to: Post, Buckley, Schuh & Jernigan, Inc.
889 North Orange Avenue
Orlando, Florida 32801-1088

APPLICATION FOR PAYMENT NO.

Project No. _____

Project Name: _____

Owner: _____

Contractor: _____

- | | |
|---|--------------|
| 1. Value of original contract work performed to date: | \$ _____ |
| 2. Extra work performed to date: | \$ _____ |
| 3. Materials accepted and stored at site: | \$ _____ |
| 4. Gross value to date: | \$ _____ |
| 5. Ten percent retained: | (-) \$ _____ |
| 6. Net amount due to date: | \$ _____ |
| 7. Less; previous net amount: | (-) \$ _____ |
| 8. Balance due for this payment: | \$ _____ |

Note: This Application must be accompanied with the Certification of Contractor Form.

A F F I D A V I T

STATE OF)
COUNTY OF) ss

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____

_____, who, after being first duly sworn,

upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred

by _____

in connection with the construction of _____

have been paid in full.

SIGNED: _____

By: _____

WITNESSES:

SWORN AND SUBSCRIBED TO BEFORE ME THIS ____ day of _____, 19__ A.D.

Notary Public
State of Florida-at-Large

My Commission Expires: _____

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that _____

for and in consideration of the sum of _____
_____ (\$_____)

paid to _____

by St. Johns County, Florida, receipt of which is hereby acknowledged, do(es) hereby release and quitclaim to _____, Florida, the Owner, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which

now has (have) or might have against the property, building, and/or improvements, on account of labor performed, material furnished, and/or for any incidental expense for the construction of _____

thereon or in otherwise improving said property situated as above described.

IN WITNESS WHEREOF _____ have (has) hereunto set _____
hand and seal _____ this _____ day of _____, 19____, A.D.

WITNESS:

_____ (Seal)

SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____, A.D.

Notary Public
State of Florida-at-Large

My Commission Expires: _____

A F F I D A V I T
(Apprenticeship Employment)

STATE OF FLORIDA)
COUNTY OF) ss

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, after being first duly sworn, upon oath deposes and says that the requirements of the apprenticeship employment imposed by Section 446.041(2) and Section 446.081 Florida Statutes has been complied with by the _____

_____ in connection with the construction of _____

Signed: _____

By: _____

Witnesses:

SWORN AND SUBSCRIBED TO BEFORE ME THIS ____ day of _____, 19__ A.D.

Notary Public
State of Florida-at-Large

My Commission Expires: _____

ARTICLE G-34 CLEANUP

The Contractor shall keep the premises, site and/or right-of-way free from accumulations of waste materials, rubbish and other debris resulting from the work. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site, the right-of-way and adjacent property, all surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and shall leave the site and vicinity unobstructed and in a neat and presentable condition throughout the entire area or length of the work under contract. The placing of materials of every character, rubbish, or equipment on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. If the work is of such character as may be done by blocks or sections, the Contractor may be required to remove promptly and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed.

In the event of delay exceeding two days after written notice is given to the Contractor by the Owner's Engineer to remove such rubbish or materials, or to restore displaced or damaged property, the Owner may employ such labor and equipment as he may deem necessary for the purpose and the cost of such work, together with the cost of supervision, shall be charged to the Contractor, and shall be deducted from any money due him on the monthly or final estimate. No contract shall be considered as having been completed until all rubbish and surplus materials have been removed and properly disposed of.

ARTICLE G-35 RECOVERY RIGHTS SUBSEQUENT TO FINAL PAYMENT

The Owner reserves the right, should an error be discovered in the partial or final estimates, or proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or his Surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

ARTICLE G-36 GENERAL GUARANTEE

Neither the final acceptance or payment by the Owner nor any provision of the Contract Documents, nor partial or entire use of the premises (work) by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy all defects in the work and pay for all damage to other work, person or property resulting therefrom which shall appear within one year from the date of final acceptance unless a longer period is allowed under applicable statutes of limitation. The Owner will give notice of observed defects with reasonable promptness. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the General Guarantee.

* * * * *

END OF SECTION

SECTION 1 SPECIAL CONDITIONS

ARTICLE SC-1 SCOPE

The Work consists of providing an ocean pier approximately 600 feet long with steel pipe piles, concrete pile cap, prestressed concrete beams, timber decking and railing, water service and electric lighting, as generally detailed on Contract Drawings and as amplified by additional details issued by the Engineer during construction as may be required for clarifications while not altering the general intent of the scope of this Contract.

Materials and Technical Specifications for the Work shall be in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 1982 Edition, and as supplemented by specific requirements indicated on Contract Drawings.

ARTICLE SC-2 DEFINITIONS

Whenever in the Contract Documents, the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:

a. Affidavit: The instrument which is to be signed by the Contractor and submitted to the Owner through the Engineer, upon completion of that job, showing that all bills have been paid. It shall also mean such instrument that may be requested by the Owner incident to partial payments.

b. "And" - "Or": The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.

c. Article: The prime subdivision of a section of these or any other referenced Specifications, the Instructions to Bidders, the Special Conditions and the General Conditions.

d. Calendar Day: Any day, including Saturdays, Sundays and holidays, and regardless of the weather conditions.

e. Change Order: A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the work, or an adjustment in the Contract price or the Contract time issued after execution of the Contract.

f. Contractor: The person who shall enter into a formal contract with the Owner to perform the Work. The Contractor has the obligation to deliver to the Owner the completed job in good and workmanlike condition.

g. Contract Documents: The Contract Documents, sometimes referred to as the "Drawings and Specifications", shall mean and include the following:

1. Contract
2. Performance Bond
3. Payment Bond

4. General Conditions
5. Special Conditions
6. Technical Specifications
7. Drawings.

h. County Commission: The Board of County Commissioners of St. Johns County.

i. Drawings: The official approved drawings or plans or exact reproductions thereof, as issued within four (4) weeks after execution of the Contract, which show the location, character, dimensions and details of the work to be done and which are to be considered as part of the Contract Documents, the same as though attached thereto.

j. Engineer: See "Owner's Engineer" below.

k. Equipment: The machinery and equipment, together with the necessary supplies for upkeep and maintenance, and including the tools and apparatus necessary for the proper construction and acceptable completion of the work.

l. Force Account Work: Work performed in addition to that set forth in the original contract or in supplemental agreements or change orders, and which is paid for on the basis of actual cost of materials and labor, plus a fixed percentage of such costs.

m. Materials: Any substance proposed to be used in connection with the construction of any structure, facility or appurtenance, or of other work under the contract.

n. Notices:

1. Notice of Acceptance: The official letter from the Owner to the successful bidder, notifying him that he has been awarded the Contract.

2. Notice of Award: Same as Notice of Acceptance.

3. Notice to Proceed: The official letter from the Owner (Engineer) to the Contractor instructing the Contractor to commence work within ten (10) calendar days after date of notice.

o. Oral Statements: No oral statement of any person whomsoever shall in any matter or degree modify or otherwise affect the terms of the Contract Documents.

p. Owner: St. Johns County, Florida.

q. The Owner's Engineer: Post, Buckley, Schuh & Jernigan, Inc., 889 North Orange Avenue, Orlando, Florida 32801-1088. The Engineer is an independent contractor. The Owner's Engineer shall not supplant the Contractor in his conduct, direction and supervision of the work, unless specifically directed to

do so by the Owner, in writing, under appropriate terms of the Contract Documents. All orders and instructions of the Owner to the Contractor shall be given through the Owner's Engineer. It is recognized that the Contractor is wholly and solely responsible for delivery to the Owner of the completed work in a good and workmanlike condition.

r. Performance and Payment Bonds: The securities furnished by the Contractor and the sureties as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Drawings, Specifications and other Contract Documents.

s. Person: The word "person" shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".

t. Preliminary Drawings: The preliminary drawings are plans which show the general location, character and dimensions of the work to be done from which the final drawings will be developed.

u. Pronouns: The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.

v. Provided: As used in the Specifications or upon the Drawings, provided shall be understood to mean "provided complete in place", that is, "furnished and installed". Where as shown, as indicated, as detailed or words of similar import are used, it shall be understood that references to the Drawings and/or Specifications accompanying these documents are intended unless otherwise expressly stated.

w. Resident Project Representative: An authorized representative and employee of the Owner's Engineer assigned to the Project to make observations of the work performed by the Contractor.

x. Scope of the Work: Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

y. Specifications: The General Conditions, Special Conditions, Technical Specifications and such other documents as set forth in the Contract Documents.

z. Special Conditions: Specific clauses supplemental to the other Contract Documents setting forth conditions varying from or additional to the other Contract Documents for a specific project.

aa. State: State of Florida.

bb. Subcontractor: A person supplying labor, materials, supplies, equipment, services, and other incidentals used directly or indirectly by the Contractor or Subcontractors. Such person has contractual relations with the Contractor, but not with the Owner.

cc. Superintendent: The Contractor's authorized executive representative, in responsible charge of the work at all times.

dd. Surety: The corporate body which is bound by the Performance and Payment Bonds with and for the Contractor (who is primarily liable) and which engages to be responsible for his acceptable performance of the work for which the contract has been made and for his prompt payment of all debts pertaining thereto.

ee. Work Order: A written authorization to the Contractor signed by the Owner, concerning the performance of work and/or the furnishing of materials on a force account basis as provided in the General Conditions.

ff. Work: Shall mean everything expressly or impliedly required to be furnished and/or done by the Contractor by any one or more of the Contract Documents.

ARTICLE SC-3 OBLIGATION OF CONTRACTOR TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO PROJECT

a. The Contractor, by and through signing this Contract, agrees that he shall be held responsible for having theretofore examined the site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, and location of the site, the nature of the ground, surface and subsurface, the water elevations, location of buried utilities and any other conditions surrounding and affecting the work, any obstructions, the nature of any existing construction, and all other physical characteristics of the job, in order that he may include in the prices all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which may be encountered in doing the proposed work.

b. Any records of contours, obstructions and other subsurface investigations shown on the Drawings or included hereinafter, were made solely for design purposes for the work; and the Owner and his Engineer do not warrant, guarantee or represent that said data is correct with respect to actual subsurface conditions; therefore, the Contractor, by and through the signing of this Contract, affirms that he has made, or has caused to be made, his own test holes and/or other investigations of such subsurface conditions, and/or that he has otherwise satisfied himself with respect to such conditions; and, he agrees that he will make no claims against the Owner or his Engineer if, in carrying out the work, he finds that the actual conditions do not conform to those indicated.

ARTICLE SC-4 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS

In case of discrepancy, computed dimensions shall govern over scaled dimensions; supplemental specifications shall govern over Standard Specifications; Development Specifications shall govern over Supplemental and Standard Specifications; and Special Provisions shall govern over Drawings, Development, Supplemental, and Standard Specifications.

ARTICLE SC-5 LAYING OUT THE WORK

Prior to commencement of construction the Engineer will have established vertical and horizontal controls throughout the site which the Contractor shall

use in setting out the work. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Professional Engineer or Land Surveyor registered in the State of Florida.

The Contractor shall provide all labor and instruments and stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The lines and grades shall be subject to any checking the Owner or Engineer may decide necessary.

No separate cost item is provided for laying out the work, the cost of which shall be included in the unit prices for items in the Proposal.

ARTICLE SC-6 PERMITS AND LICENSES

Before starting work, the Contractor shall obtain and pay for all required licenses and permits. The Owner will provide, at no cost to the Contractor, permits issued by the U.S. Corps of Engineers and the State of Florida Department of Environmental Regulation, Department of Natural Resources.

ARTICLE SC-7 CONTRACTOR'S OFFICE

The Contractor shall provide and maintain an office on the project site with telephone facilities where he or a responsible representative of his organization may be reached at any time while work is in progress.

ARTICLE SC-8 USE OF PUBLIC STREETS

The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall be removed by the Contractor and the streets cleaned to the satisfaction of the Owner.

ARTICLE SC-9 CARE OF TREES, SHRUBS AND GRASS

The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs. Where maintained shrubbery, grass strips or area must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the work, replace or restore to the original condition all destroyed or damaged shrubbery or grass areas. Tree limbs which interfere with equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with a tree paint.

ARTICLE SC-10 OBSTRUCTIONS

All water pipes, storm drains, force mains, gas or other yard piping, telephone or power cables or conduits, and all other obstructions, whether or not shown, shall be temporarily removed from or supported across pipeline excavations. Before disconnecting any pipes or cables, the Contractor shall obtain permission from the owner, or shall make suitable arrangements for their disconnection by the owner. The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as

soon as the work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, power and telephone installations along route of new pipelines or in vicinity of new work are shown, but must be verified in the field by the Contractor. The Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing new piping. Any discrepancies or differences found shall be brought to the attention of the Owner in order that necessary changes may be made to permit installation of new pipe. These conditions are supplemental to general requirements elsewhere in these specifications.

ARTICLE SC-11 DAMAGE TO EXISTING STRUCTURES AND UTILITIES

The Contractor shall be responsible for and make good all damage to pavement beyond the limits of this Contract, buildings, telephone or other cables, water pipes, sanitary pipes, or other structures which may be encountered, whether or not shown on the Drawings.

Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, and it shall be this Contractor's responsibility to determine the location, character and depth of any existing utilities. He shall assist the utility companies, by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

ARTICLE SC-12 ADJUSTMENTS OF UTILITY CASTINGS, COVERS AND BOXES

All existing utility castings, including valve boxes, junction boxes, man-holes, hand holes, pull boxes, inlets and similar structures in the areas of construction that are to remain in service shall be adjusted by the Contractor to bring them flush with the surface of the finished work.

All existing utility castings, including valve boxes, junction boxes, man-holes, hand holes, pull boxes, inlets and similar structures in the areas of trench restoration and pavement replacement shall be adjusted by the Contractor to bring them flush with the surface of the finished work.

ARTICLE SC-13 NOTIFICATION TO UTILITY COMPANIES

The excavators shall comply with FL 77-153 regarding notification of existing gas and oil pipeline company owners and shall also notify "UNCLE" at 1-(800)-432-4770 ("CANDY" at 1-800-282-8881 FL West Coast) prior to excavating. Evidence of such notice shall be furnished to the City prior to excavating.

ARTICLE SC-14 TESTS

The Contractor will pay for all required tests, except those proving satisfactory operation of equipment, pressure leakage tests and disinfection. Generally, tests will be compaction and density tests, limerock quality tests, concrete quality tests (cylinder breaks). On asphaltic concrete and pipe, the manufacturer's or supplier's certificate that the material meets the requirements of the specification will be accepted subject to verification by the Owner's Engineer. Any and all tests which have to be repeated because of

the failure of the tested material to meet specifications shall be paid for by the Contractor and the costs of any such tests shall be deducted from payments due the Contractor. Water required for leakage tests shall be furnished by the Contractor.

ARTICLE SC-15 RECORD DRAWINGS

During the entire construction operation, the Contractor shall maintain records of all deviations from the Drawings and Specifications and shall prepare therefrom "record" drawings showing correctly and accurately all changes and deviations from the work made during construction to reflect the work as it was actually constructed. These drawings shall conform to recognized standards of drafting, shall be neat and legible. The sum of \$1,000 will be withheld from the contract price until delivery of the set of "record" drawings is made to the Owner.

ARTICLE SC-16 CONSTRUCTION DETAILS

When reference is made to Drawings in the Technical Specifications, the reference shall include both the Drawings included under separate cover and the Drawings of Construction Details included herein.

ARTICLE SC-17 SUBSURFACE INVESTIGATION

The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all costs pertaining to the work. Any claims for extras based on substrata or ground water table conditions will not be allowed.

ARTICLE SC-18 PROJECT SIGNS

One sign shall be furnished and installed by the Contractor at a location to be determined by the Engineer. The sign shall be approximately 4-feet by 5-feet in size, and shall contain the project name, cost and names of the County Commissioners, the County Administrator.

ARTICLE SC-19 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine to compensate for time lost by such delay, with such determination to be set forth in writing.

ARTICLE SC-20 PAYMENT FOR UTILITIES

The Owner will not furnish gratuitously to the Contractor any utility service whether water, sewerage, telephone, electricity, gas, or other. If such services are available from the Owner.

The Contractor shall obtain them by making application for the service and paying such fees and charges deemed appropriate by the Owner.

ARTICLE SC-21 MAINTENANCE OF TRAFFIC

A. GENERAL

1. The Contractor shall be responsible for the proper maintenance control and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of either the Florida Department of Transportation or the City of St. Augustine, within their respective areas of jurisdiction. It shall be the Contractor's responsibility, as Bidder, prior to submitting his Bid, to determine the requirements of these agencies so that his Proposal reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection of traffic.

2. Traffic shall be maintained at all times where practical and as more particularly specified hereinafter. No traffic shall be detoured without prior knowledge and approval of the respective traffic control agency having jurisdiction. The Contractor shall notify such agencies 48 hours in advance of such time he proposes to detour traffic.

3. The Contractor shall keep all law enforcement, fire protection and ambulance agencies informed, in advance, of his construction schedules, and shall notify all such agencies, 48 hours in advance, in the event of detour of any roadway.

4. All traffic control signs and devices, barricades, flashers, flambeaus and similar devices shall be furnished and maintained by the Contractor.

5. Excavated or other material will not be stored adjacent to or partially upon a roadway pavement. Necessary access to adjacent property shall be provided at all times.

6. Excavation shall be conducted in a manner to cause the least possible interruption to traffic. Where traffic must cross excavations, the Contractor shall provide suitable bridges at street intersections and driveways.

ARTICLE SC-22 BARRICADES AND PROTECTION OF WORK

The Contractor shall protect his work throughout its length by the erection of suitable barricades and handrails, where required. He shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. Wherever it is necessary to cross a public walk,

he shall provide a suitable safe walkway with handrailings. He shall also comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein. The Contractor shall carry out his work so as not to deny access to private property. All utility access manholes, valves, fire hydrants and letter boxes shall be kept accessible at all times.

ARTICLE SC-23 BENEFICIAL USE

The date of beneficial use for the complete utility facility will be established by the Engineer. Painting, finish grading, paving, and final cleanups may remain to be performed after the date of beneficial use has been established.

ARTICLE SC-24 APPRENTICE AND TRAINEE EMPLOYMENT REQUIREMENTS (For contracts in excess of \$25,000, not a roadway)

The Contractor shall comply with all of the requirements of Section 446.101, Florida Statutes as amended by the 1976 Supplement.

In addition, the Contractor specifically agrees:

1. That he will make a diligent effort to hire for the performance of the Contract a number of apprentices in each occupation which bears to the average number of the journeymen in that occupation to be employed in the performance of the Contract, the ratio of at least one apprentice or trainee to every five journeymen.

2. That he will, when feasible, assure that 25 percent of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be hired is fewer than four. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

3. That during the performance of the Contract, he will make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of subparagraphs 1. and 2. However, on-the-job training programs shall only be established in nonapprenticeable trades or occupations to meet the requirements of Section 446.101, Florida Statutes.

4. The Contractor agrees to return records of employment by trade of the number of apprentices or trainees, and apprentices or trainees by first year of training and of journeymen and the wages paid and hours of work of such persons, on a form as prescribed by the bureau of apprenticeship of the division of labor and employment opportunities at three-month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of this Article.

5. The Contractor agrees to supply to the bureau of apprenticeship of the division of labor and employment opportunities, at three-month intervals, a statement describing steps taken toward making a diligent effort and containing

a breakdown by craft of hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

6. The Contractor agrees to insert in any subcontract under this Contract the requirements contained in this Article. The term "Contractor," as used in such clauses and any subcontract shall mean the subcontractor.

ARTICLE SC-25 PERFORMANCE AND PAYMENT BONDS

Simultaneously with his delivery of the executed Contract to the Owner, Contractor shall deliver to the Owner executed Performance and Payment Bonds on the prescribed forms each in an amount of one-hundred percent (100%) of the total amount of the Contract, as security for the faithful performance of his Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in St. Johns County, Florida. The Attorney-in-Fact, or other officer who signs a Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.

The Performance and Payment Bonds shall remain in force for one (1) year, or such longer time as provided by Florida Statute 255.05, from the date of final acceptance of the work as a protection to the Owner against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during that period.

ARTICLE SC-26 QUALIFICATION OF SURETIES

The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of bonds:

a. Qualifications: As to companies being rated acceptable:

1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038.

2. The Surety shall be listed on the U.S. Department's of the Treasury, Fiscal Service, Bureau of Government Operations, Circular 570 (1970 Revised) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".

3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.

b. Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk.

The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

c. Requirements:

1. Policy Holders Surplus is required to be 5 times the amount of any one bond.

2. The Agent countersigning the bond shall be registered in St. Johns County.

ARTICLE SC-27 REMOVAL OF EXISTING PIER

The existing pier shall be completely removed and disposed of by the Contractor. Materials acceptable for use shall be incorporated in the Work by the Contractor. Piles shall be extracted and disposed of; cut-offs will not be permitted.

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END OF SECTION