

## **SUPPLEMENTARY CONDITIONS RELATING TO SUBSURFACE CONDITIONS AND INSURANCE REQUIREMENTS**

The following supplements establish insurance limits and other requirements relating to Article 6 of the *Standard General Conditions of the Contract between Owner and Design-Builder*, EJDC Document No. D-700, 2016 Edition (the “**General Conditions**”), as well as identify certain reports relating to subsurface and physical conditions at the site, which reports relate to Article 5 of the General Conditions. Other changes have been marked directly in underlined and strike-through on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

### **SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS**

Pursuant to Paragraph 5.02.E. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner and were used by Emergency Work Project Engineer in the preparation of the Reconstruction Solution:

1. Report dated May 2015 prepared by Langan Engineering and Environmental Services, Inc. The Technical Data contained in such report are Langan’s Confirmation Borings Location Plan and Subsurface Profiles.
2. Report dated August 13, 2012 prepared by HSA Engineers & Scientists and entitled “Results of Hand Cone Soundings Harbor Bay CDD (Mira Bay) Seawall Study.” The Technical Data contained in such report are the results of hand cone soundings.
3. Report dated July 7, 2015 prepared by GeoPoint Surveying, Inc. entitled “Mirabay Hydrographic Survey.” The Technical Data contained in such report are the survey results.
4. Report dated April 20, 2015 prepared by Langan Engineering and Environmental Services, Inc. The Technical Data contained in such report is a Peer Review Report of Seawall Stabilization Options.

Pursuant to Paragraph 5.02.E. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:

1. None

**ARTICLE 6 – BONDS AND INSURANCE**

**6.03 Design-Builder's Insurance**

Add the following new paragraphs after Paragraph 6.03.K. of the General Conditions:

- K. The limits of liability for the insurance required by this paragraph 6.03 shall provide coverage for not less than the following amounts:
1. Workers' Compensation under Paragraph 6.03.A. of the General Conditions:
    - a. State Worker's Compensation – Greater of statutorily required amount or \$1,000,000 per occurrence / \$1,000,000 aggregate / \$1,000,000 per disease
    - b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or \$1,000,000
    - c. Employer's Liability – \$1,000,000
  2. Commercial General Liability Insurance under Paragraphs ~~6.03.B., and Paragraph 6.03.C., and 6.03.D.~~ of the General Conditions:
    - a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$2,000,000
    - b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$2,000,000
    - c. Products-Completed Operations – \$2,000,000
    - d. Personal and Advertising Injury – \$1,000,000
    - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
  3. Automobile Liability under paragraph 6.03.E. of the General Conditions:
    - a. Bodily Injury:

Each Person	<u>\$1,000,000</u>
Each Accident	<u>\$2,000,000</u>
    - Property Damage:

Each Occurrence	<u>\$1,000,000</u>
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  4. Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) \$1,000,000
  5. Protection and Indemnity Insurance \$1,000,000
  6. The Contractual Liability coverage required by paragraph 6.03.C. of the General Conditions shall provide coverage for not less than the following amounts:
    - a. General Aggregate \$2,000,000
    - b. Bodily Injury and Property Damage

Combined Each Occurrence \$2,000,000

- 7. Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)
  - a. General Aggregate \$5,000,000
  - b. Each Occurrence \$5,000,000
  
- 8. Installation Floater to protect against fire, theft, or other loss of Project materials \$1,750,000.

- L. All insurance policies secured by Design-Builder pursuant to the General Conditions shall be written on an "occurrence" basis to the extent permitted by law. The Design-Builder's commercial general liability, contractual liability, automobile liability, umbrella, and pollution liability policies shall include and list as additional insureds the following: Owner, the District Engineer, Terrabrook Apollo Beach, LLC, Newland Real Estate Group, LLC, NASH Financing, LLC and NASH Vingt-huit, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals (the "Additional Insureds"). By virtue of such Additional Insureds being named as additional insureds to the aforementioned insurance policies or as indemnitees herein, such Additional Insureds are not responsible for any of the terms and/or provisions of the Contract and Design-Builder shall look only to the Owner regarding all obligations and liabilities arising from the Contract. A waiver of subrogation endorsements shall also be issued in favor of the Additional Insureds with respect to the Worker's Compensation, Commercial General Liability, and Automobile Liability policies.
  
- M. Design-Builder shall also require its Construction Subcontractors and Engineer to (1) obtain and maintain the insurance coverages identified in 6.02.E of the General Conditions for the coverage amounts identified above, and (2) include and list the Additional Insureds.
  
- N. Such insurance as listed above is in addition to all other insurance required under the Contract.