

**CONTRACT FOR ASPHALTIC CONCRETE SI & SIII-
INSTALL AND ASPHALT SERVICES**

THIS CONTRACT entered into this 13th day of August, 2012, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **HUBBARD CONSTRUCTION COMPANY**, 1936 Lee Road, Winter Park, Florida 32789, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Asphaltic Concrete SI & SIII- Install and Asphalt Services, Bid Number NC12-010, on June 14, 2012 at 2:00 p.m.; and

WHEREAS, the Road and Bridge Department determined that Hubbard Construction Company was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "A"; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish materials or services as further described in the Scope of Services attached hereto as Exhibit "B" and made a part hereof. Required materials and service shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for materials ordered without proper purchase order authorization. The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Goods/Services

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 4. Inspection/Acceptance Title

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or its using Department.

SECTION 5. Firm Prices

Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, **F.O.B. DESTINATION**, vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

SECTION 10. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

SECTION 11. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

SECTION 12. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 13. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 14. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of

termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 17. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

SECTION 18. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 19. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods and services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Period of Contract/Option to Extend or Renew

This Contract shall begin on the date of execution of this contract and terminate two (2) years after the date of execution. The performance period of this Contract may be extended upon mutual

Contract between the vendor and the County with no change in terms or conditions. Two extensions for a period of one (1) additional year each shall be permitted under this provision. Total contract length shall not exceed four years from date of execution. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Exercise of Option

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

SECTION 22. Probationary Period

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 23. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer’s price increase. Any and all proposed increases are subject to approval by the County.

SECTION 24. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor’s employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 25. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent

or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, 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 Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

Workers' Compensation: The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the

County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 26. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be

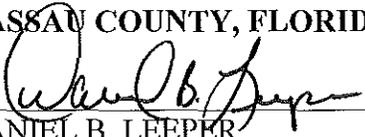
submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 27. Entire Agreement

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

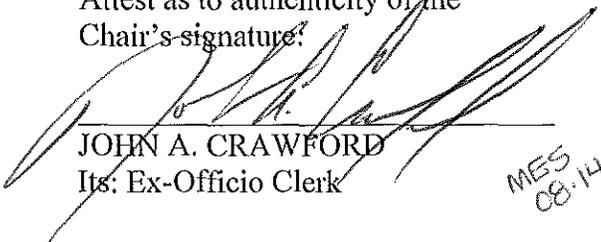
IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



DANIEL B. LEEPER
Its: Chair

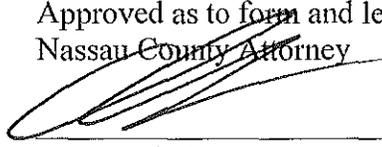
Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
08-14-12

Approved as to form and legality by the
Nassau County Attorney



DAVID A. HALLMAN

HUBBARD CONSTRUCTION COMPANY

P. Frederick O'Dea, Jr.
By: P. Frederick O'Dea, Jr.
Its: Vice President & Secretary

STATE OF Florida
COUNTY OF Orange

Before me personally appeared, P. Frederick O'Dea, Jr., who is personally known or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 9th day of July, 2012.

Victoria L. Clark
Notary Signature

Notary-Public-State of Florida at large
My Commission expires:

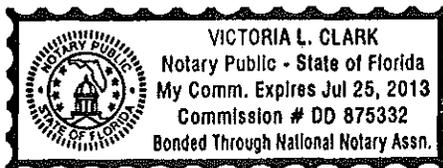


EXHIBIT "A"

Invitation to Bid Asphaltic Concrete SI and SII- Install and Asphalt Services NC12-010

ATTACHMENT "B" - BID PRICE SHEET

BID ITEM NUMBER NC12-009
 ASPHALTIC CONCRETE-SI & SII- Install and Asphalt Services

Item	Description	Price New	Price Recycled
1.0 ASPHALTIC CONCRETE SI INSTALL - bid shall indicate price per ton installed at job sites in the following area locations in Nassau County, Florida			
1.1	Hilliard Area- Job Quantities 0-100 tons	\$ 140.50	\$ 114.50
1.2	Hilliard Area- Job Quantities 101-800 tons	\$ 104.50	\$ 78.50
1.3	Hilliard Area- Job Quantities 801-2400 tons	\$ 97.50	\$ 71.50
1.4	Hilliard Area- Job Quantities 2401 & over tons	\$ 95.50	\$ 70.00
1.5	Callahan Area- Job Quantities 0-100 tons	\$ 139.50	\$ 113.50
1.6	Callahan Area- Job Quantities 101-800 tons	\$ 103.00	\$ 77.50
1.7	Callahan Area- Job Quantities 801-2400 tons	\$ 96.50	\$ 70.50
1.8	Callahan Area- Job Quantities 2401 & over tons	\$ 94.50	\$ 68.75
1.9	Yulee Area- Job Quantities 0-100 tons	\$ 140.50	\$ 114.50
1.10	Yulee Area- Job Quantities 101-800 tons	\$ 104.50	\$ 78.50
1.11	Yulee Area- Job Quantities 801-2400 tons	\$ 97.50	\$ 71.50
1.12	Yulee Area- Job Quantities 2401 & over tons	\$ 95.50	\$ 70.00
1.13	Fernandina Beach Area- Job Quantities 0-100 tons	\$ 141.50	\$ 115.50
1.14	Fernandina Beach Area- Job Quantities 101-800 tons	\$ 105.50	\$ 79.50
1.15	Fernandina Beach Area- Job Quantities 801-2400 tons	\$ 98.50	\$ 72.50
1.16	Fernandina Beach Area- Job Quantities 2401 & over tons	\$ 96.75	\$ 70.75
2.0 ASPHALTIC CONCRETE SII INSTALL - bid shall indicate price per ton installed at job sites in the following area locations in Nassau County, Florida			
2.1	Hilliard Area- Job Quantities 0-100 tons	\$ 140.50	\$ 115.75
2.2	Hilliard Area- Job Quantities 101-800 tons	\$ 104.50	\$ 79.50
2.3	Hilliard Area- Job Quantities 801-2400 tons	\$ 97.50	\$ 72.50
2.4	Hilliard Area- Job Quantities 2401 & over tons	\$ 95.50	\$ 71.00
2.5	Callahan Area- Job Quantities 0-100 tons	\$ 139.50	\$ 114.75
2.6	Callahan Area- Job Quantities 101-800 tons	\$ 103.00	\$ 78.50
2.7	Callahan Area- Job Quantities 801-2400 tons	\$ 96.50	\$ 71.50
2.8	Callahan Area- Job Quantities 2401 & over tons	\$ 94.50	\$ 70.00
2.9	Yulee Area- Job Quantities 0-100 tons	\$ 140.50	\$ 115.75
2.10	Yulee Area- Job Quantities 101-800 tons	\$ 104.50	\$ 79.50
2.11	Yulee Area- Job Quantities 801-2400 tons	\$ 97.50	\$ 72.50
2.12	Yulee Area- Job Quantities 2401 & over tons	\$ 95.50	\$ 71.00
2.13	Fernandina Beach Area- Job Quantities 0-100 tons	\$ 141.50	\$ 117.00
2.14	Fernandina Beach Area- Job Quantities 101-800 tons	\$ 105.50	\$ 80.50
2.15	Fernandina Beach Area- Job Quantities 801-2400 tons	\$ 98.50	\$ 73.75
2.16	Fernandina Beach Area- Job Quantities 2401 & over tons	\$ 96.75	\$ 72.00

EXHIBIT "A"

Invitation to Bid Asphaltic Concrete SI and SIII- Install and Asphalt Services NC12-010

Item	Description	Price
3.0 MILLING SERVICES (The County retains the millings)		
3.1	Milling (Price Per Square Yard)	\$ 1.25
4.0 MOBILIZATION FEES (a mobilization for County purposes is defined as an initial move of all equipment needed to perform the job or a move of equipment outside of a two (2) mile radius from the latest job being performed)		
4.1	Mobilization Fee for Asphaltic Concrete SI or SIII INSTALL	\$ 1,500. ⁰⁰
4.2	Mobilization Fee for Milling	\$ 1,000. ⁰⁰

Company Name: Hubbard Construction Company
 Address: 1936 Lee Rd
 City, State, Zip: Winter Park, FL 32789
 Contact Person: David Rey
 Contact's Email Address: david.rey@hubbard.com
 Phone: 407645-5500 Fax: 407-623-3865

REMINDER: THIS FORM IS TO BE INCLUDED WITH THE BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

EXHIBIT "B"

TECHNICAL SPECIFICATIONS/SCOPE OF WORK
BID NUMBER NC12-010
ASPHALTIC CONCRETE SI AND SIII- INSTALL AND ASPHALT SERVICES

1. Duration of Bid: Two (2) years with two(2) optional one (1) year extensions.
2. The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days per Florida Statutes Section 218.74.
3. All charges must be indicated on the Bid Sheet. If not, Nassau County will have the authority to reject those charges.
4. Complete description and specifications of product must accompany each and every bid.
5. All materials shall conform to Section 327, 330 through 339 of the current FDOT Standard Specifications for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards Index.
6. Apply Asphaltic Concrete SI or SIII as designated by the County Engineering Department.
7. All performance and work shall be in accordance with Florida Department of Transportation construction procedures and methods.
8. All fees for Maintenance of Traffic shall be included in the unit prices for Milling, SI and SIII Install and Asphalt Services.
9. Jobs shall be completed within 30 days after the purchase orders are received.
10. Inspection and acceptance shall be made by the Nassau County Engineering Department.
11. Bidders are required to fill out the attached Bid Sheet.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Willis of Michigan, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURED Hubbard Construction Company The Hubbard Group, Inc. P.O. Box 547217 Orlando, FL 32854	INSURER A:	Arch Insurance Company	11150-001
	INSURER B:	XL Insurance America	24554-091
	INSURER C:	Great American Insurance Company	16691-005
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 18191514 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		41PKG2440603	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y		41PKG2440603	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			US00035889LI11A	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	41WCI2440503	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater Blanket All Risk Coverage			MAC8185883	10/1/2011	10/1/2012	All Leased & Rented Equipment Deductible \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Re: Nassau County Asphaltic Concrete SI and SIII Install and Asphalt Services, Bid No. NC12-010

Excess Liability Follows Form

Nassau County, a Political Subdivision of the State of Florida, its officers, employees and agents are included as Additional Insureds as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

Nassau County
Board of County Commissioners
96135 Nassau Place, Suite 6
Yulee, FL 32097

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY A
CONSTRUCTION AGREEMENT WITH YOU – COMPLETED OPERATIONS –
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Section II – Who is an “Insured” is amended to include as an insured any person or organization for whom you are performing operations when you are specifically required by a written construction contract or agreement with such person or organization to include them as an additional insured on your policy and provide coverage for such additional insured only for liability arising out of:

- i) “your work” at the location designated; or
- ii) The “products completed operations hazard.”

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

All other terms and conditions of this Policy remain unchanged.

Policy Number: 41PKG2440603

Named Insured: Hubbard Construction Company

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

Nassau County
Board of County Commissioners
96135 Nassau Place, Suite 6
Yulee, FL 32097

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG2440603

Named Insured: Hubbard Construction Company

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

Nassau County
Board of County Commissioners
96135 Nassau Place, Suite 6
Yulee, FL 32097

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41WCI2440503

Named Insured: Hubbard Construction Company

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2011