

CONTRACT FOR MANHOLE/WETWELL REHABILITATION

THIS CONTRACT entered into this 8th day of December, 2014, 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 **CONCRETE CONSERVATION, INC**, 4527 Sunbeam Road, Jacksonville, FL 32257, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida opened sealed bids for Manhole/Wetwell Rehabilitation, Bid No. NC14-019, on October 2, 2014 at 10:00 a.m.; and

WHEREAS, the Public Works Department determined that Concrete Conservation, Inc. 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 years from 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 for two (2) additional one (1) year periods. Total contract length and individual one (1) year extensions shall not exceed four (4) years in total. 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 for bodily injury caused by an accident, each accident; \$100,000 for bodily injury caused by a disease, each employee; \$500,000 for bodily injury caused by a disease, policy limit.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 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 each occurrence, \$2,000,000 General Aggregate; and \$2,000,000 Products-Completed Operations Aggregate. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Personal and Advertising Liability, 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 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". Above stated insurance policies will be endorsed to unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. A copy of the policy endorsements must be included with the Certificate of Insurance. 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.

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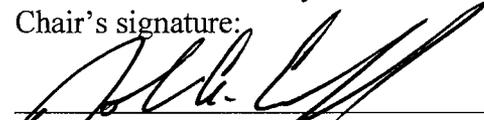
IN WITNESS WHEREOF, the parties have executed this contract on this day and year first above written.

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



PAT EDWARDS
Its: Chair

Attest as to authenticity of the
Chair's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
12-09-14

Approved as to form and legality


Mollie M. Garrett, Esq.

[Signatures Continue on Next Page]

CONCRETE CONSERVATION, INC.

JRM
By: SIMS RHYNE
Its: V. P.

STATE OF FLORIDA
COUNTY OF DUVAL

Before me personally appeared, Sims Rhyne, 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 21st day of NOVEMBER, 2014.
Laurie S. Williams

Notary Signature

Notary-Public-State of FLORIDA at large
My Commission expires: 9-10-17



Invitation to Bid

Manhole/Wetwell Rehabilitation
For Nassau Amelia Utilities

Bid Number NC14-019

ATTACHMENT "C" - BID PRICE SHEET

Bid Price Sheet
Sanitary Sewer Manhole / Wetwell (Polyurethane / Modified Polymer Barrier)
Bid Number NC14-019

Item	Spec No.*	Est. Qty.	Unit	Description	Unit Price	Total Price
1.	446-1	10	VF	Coat New Manhole Type "A"	\$ 175.00	\$ 1,750.00
2.	446-1	10	VF	Coat New Manhole Type "B"	\$ 175.00	\$ 1,750.00
3.	446-1	10	VF	Coat New Manhole Type "C"	\$ 175.00	\$ 1,750.00
4.	446-1	10	VF	Coat New Manhole Type "D"	\$ 175.00	\$ 1,750.00
5.	446-1	10	VF	Coat New Manhole Type "F"	\$ 175.00	\$ 1,750.00
6.	446-2	200	VF	Coat Existing Manhole Type "A"	\$ 190.00	\$ 38,000.00
7.	446-2	200	VF	Coat Existing Manhole Type "B"	\$ 190.00	\$ 38,000.00
8.	446-2	50	VF	Coat Existing Manhole Type "C"	\$ 190.00	\$ 9,500.00
9.	446-2	50	VF	Coat Existing Manhole Type "D"	\$ 190.00	\$ 9,500.00
10.	446-2	10	VF	Coat Existing Manhole Type "F"	\$ 190.00	\$ 1,900.00
11.	446-2	10	VF	Coat Existing Manhole Type "G" 6' dia.	\$ 285.00	\$ 2,850.00
12.	446-2	10	VF	Coat Existing Manhole Type "G" 8' dia.	\$ 385.00	\$ 3,850.00
13.	446-3	500	SF	Coat Existing Wetwell	\$ 18.50	\$ 9,250.00
14.	991**	10	EA	Interior Manhole Coating / Lining Repair	\$ 350.00	\$ 3,500.00
15.	908**	10	EA	Manhole Test	\$ 250.00	\$ 2,500.00
16.	962**	25	EA	Adjust/Replace manhole frame and cover	\$ 1,500.00	\$ 37,500.00
17.	962**	10	EA	Adjust/Replace manhole frame and cover (additional foot over 12")	\$ 250.00	\$ 2,500.00
18.	961**	10	EA	Invert Replacement	\$ 500.00	\$ 5,000.00
19.	966-6.1**	1	EA	Bypass Pumping (30"-42" Pipe)	\$ 5,000.00	\$ 5,000.00
20.	966-6.1**	1	EA	Bypass Pumping (48"-54" Pipe)	\$ 6,500.00	\$ 6,500.00
21.	966.6.2**	1	EA	Bypass Pumping (Wetwell Rehab)	\$ 16,500.00	\$ 16,500.00
22.	990**	5	EA	Inside Drop System 4" - 8"	\$ 750.00	\$ 3,750.00
23.	990**	5	EA	Inside Drop System 10" - 12"	\$ 900.00	\$ 4,500.00
Total						\$ 208,950.00

*Unless noted, this column refers to paragraphs/sections found in the latest edition of JEA's Water & Sewer Standards Manual.

**Refer to Attachment "A" - Technical Specifications

Company Name: Concrete Conservation Inc.Address: 4827 Sunbeam RoadCity, State, Zip: Jacksonville, FL 32257Phone: (904) 419-4889 Fax: (904) 419-4892Contact Person: Sims RhyneContact's Email: jsrhyne@ccispectrum.comState of Florida License Number: CAC1227874

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

Invitation to Bid

Manhole/Wetwell Rehabilitation
For Nassau Amelia Utilities

Bid Number NC14-019

ATTACHMENT "A" – TECHNICAL SPECIFICATIONS AND DETAILED SCOPE OF WORK

The Specifications for the work are the JEA Standard Water and Sewer Specifications with the exception of the revisions listed.

SPECIAL CONDITION (Modifies Water & Sewer Standards Measurement and Payment – JEA Water and Sewer Standards Manual, Section 446)

Manhole / Wetwell rehabilitation by coating (Polyurethane or Modified Polymer BARRIER only)

Contractor shall provide coating of manholes. Cementitious coatings will not be allowed for this work. Coating limits shall include bench, manhole walls, and provide coating overlap of 1" to 2" where frame sets on the wall; but shall exclude trough, manhole lid, and upper portion of manhole frame. Upon completion of installation a time stamp which includes day/month/year of installation shall be placed within the top 6" of the liner so as to be clearly visible without confine space entry

Each manhole shall be observed for infiltration/inflow prior to applying any coating. Manholes observed to be actively leaking greater than one drip per five seconds will require repair prior to coating. Manhole steps will be removed flush with interior wall, and openings patched with waterproof quick setting mortar. Contractor shall completely identify the types of grout, mortar, sealant, and/or root control chemicals proposed for repair of leak defects and provide case histories of successful use or defend the choice of materials, ease of application, handling, protective measures to be used to ensure hazard minimization to personnel handling chemicals, and expected performance to the satisfaction of Nassau Amelia Utilities (NAU). Manhole grouting shall not be performed until manhole frame and grade adjustments (if applicable) are complete. Grouting of the manhole shall include frame seal, frame and grade adjustments, corbel, wall pipe seals, bench, and trough, as determined on a project by project basis in conjunction with the NAU staff.

Injection holes shall be drilled through the manhole at 120 degree angles from each other at the same plane of elevation. Rows shall be separated no more than three vertical feet, and the holes shall be staggered with the holes in the rows above and below. Provide additional injection holes near observed defects and at pipe seals. A minimum of 6 injection holes shall be provided. Grout shall be injected through holes under pressure with a suitable probe. Injection pressure shall not cause damage to the manhole structure or surrounding surface features. Grout shall be injected through the lowest holes first. Grouting from the ground surface will not be allowed. Provide additional injection holes if necessary to ensure grout travel, verified by observation of grout at adjacent defects or holes. Patch injection holes using a waterproof quick setting mortar after cleaning with a drill.

The Contractor's unit price bid per vertical foot for each manhole type shall constitute full compensation for the work involved in this section. Unit price per vertical foot shall include all surface preparation, step removal, disposal of debris, maintenance of traffic, temporary plugging of existing sanitary sewer lines or bypass pumping, manhole rehabilitation, as described above, and warranty. Measurement shall be made from manhole rim elevation to manhole sewer invert. No separate payment shall be made for bypass pumping for manhole channels, less than 30" diameter, but shall be merged with the cost of the manhole rehabilitation. Bypass pumping for 30" and larger diameter channel, shall be paid under separate pay item."

The Contractor shall be responsible for the protection of existing structures, utilities and property both public and private; placing and removing all traffic signs and barriers and maintaining traffic; excavation; backfill; furnishing and placing steel decking over excavations; all sheeting, shoring, and bracing required to maintain excavations in a safe condition; cleaning up the site; furnishing all labor, tools, and equipment; and all incidental and related work required to complete the work of the item. The Contractor shall be responsible for the removal/disposal and subsequent replacement of any damaged items.

Invitation to Bid

Manhole/Wetwell Rehabilitation
For Nassau Amelia Utilities

Bid Number NC14-019

SPECIAL CONDITION ITEM 900 SERIES (Creates a new item outside the scope of JEA Water and Sewer Standards)**908 MANHOLE TESTING**

Contractor shall test to effectively confirm the water tight integrity of the manhole following rehabilitation shall be performed. The testing required shall be performed by the Contractor based on random sampling of rehabilitated manholes designated by the NAU and documented to the satisfaction of the NAU.

Vacuum testing shall be in accordance with ASTM C1244-93. The quantity to be paid for will be at the Contract Unit Price allowed in the Bid Form for the manhole testing line item. Any re-testing due to failed first test shall be at the Contractor's expense and not eligible for compensation.

Any rehabilitated manholes that are observed to be leaking by the NAU during periods of high groundwater or during inflow conditions shall be subject to additional repairs prior to final acceptance. The Contractor shall be responsible for all additional repairs required on unsatisfactory manholes during the guarantee period. **No separate payment shall be made for required repairs.**

961 MANHOLE INVERT REPLACEMENT

Measurement and Payment for manhole invert replacement shall be full compensation at the Contract Unit Price Allowance for removal/disposal and subsequent replacement of each manhole invert. The unit price shall include all required excavation; backfill; furnishing and placing steel decking over excavations; all sheeting, shoring, and bracing required to maintain excavations in a safe condition; protecting existing structures, utilities and property both public and private; placing and removing all traffic signs and barriers and maintaining traffic; cleaning up the site; furnishing all labor, tools, and equipment; and all incidental and related work required to complete the work of the item. **No separate payment shall be made for bypass pumping, vacuum truck pumping, damming upstream, etc.**

962 MANHOLE FRAME AND COVER ADJUSTMENT

Measurement for payment of Remove and Construct Manhole Frame will include the first vertical foot of replacement. For depths beyond one vertical foot, payment will be for each additional foot replaced. Payment will be compensation in full for removal of the existing manhole and disposal of the debris. Payment shall include furnishing a new frame and 32" cover. Contractor is to obtain the frame and cover. All required removal of grassing; excavation; de-watering; native soil backfill; all sheeting, shoring and bracing; protecting existing structures, utilities and property; placing and removing all traffic signs and barriers and maintaining traffic; cleaning up the site; furnishing all labor, materials, tools and equipment for the construction of the new frame for the depth, and all work appurtenant thereto, shall be included in the unit price.

966 BYPASS PUMPING**966.1 SCOPE**

966.1.1 Work performed under this section includes by-pass pumping required for the performance of rehabilitation and/or repair of sanitary sewer facilities. The work includes wet-up of equipment and piping, maintenance of equipment and piping during pumping operations, maintenance of traffic, clean up and restoration of site. The Contractor shall furnish all labor, equipment and materials necessary for property execution. Bypass pumping shall only be exercised upon prior approval given by NAU for each individual project.

966.1.2 **QUALITY ASSURANCE:** By-pass operations shall be conducted by experienced personnel. Contractor shall have four (4) years experience with operation and

maintenance of pumping equipment and shall have successfully completed at least five (5) projects involving by-pass pumping and within the past two (2) years.

966.1.3 SUBMITTALS: Contractor shall submit for review and approval the resumes of on-site personnel responsible for the Bypass Pumping, detailing the information as required by Section 966.1.2, and the Shop Drawings for proposed pumping equipment.

966.2 PRODUCTS

966.2.1 General: The equipment selected for by-pass pumping shall be specifically designed for the purpose intended.

966.2.2 Equipment: The size, capacity and number of pumps shall be determined by the Contractor and shall be sufficient to accommodate the maximum required flow. The lines shall be of sufficient diameter to carry the maximum required flow. The line shall be constructed of a material that will sustain the internal pressure. The lines shall be securely anchored or restrained at points of deflection so that the joints will not separate while the lines are in operation. By-pass lines may be placed above ground and, where practical, shall be placed through culverts where they cross roads. The by-pass lines shall not interfere with traffic. Where this cannot be accomplished appropriate maintenance of traffic (MOT) shall be provided by the Contractor. Requirements for all work items performed shall be in accordance with the latest editions of the Florida Department of Transportation (FDOT) Design Standards Section 600 and the Manual on Uniform Traffic Control Devices (MUTCD).

966.3 EXECUTION

966.3.1 General: By-pass pumping shall be performed as required to facilitate rehabilitation and/or repair of sanitary sewers facilities.

966.3.2 Preparation: Sewer line plugs shall be installed to divert the flow as required to complete the work. The plugs shall be equipped with an air hose to permit deflation from above ground. A strong rope shall be attached to enable the plug to be quickly pulled out of the manhole. Care shall be taken to prevent a plug from being pushed into the outgoing pipe when the backed-up sewage is released.

966.3.3 When pumping and diverting flow is required, conduits, and other equipment shall be used to divert the flow of sewage around the manholes section in which work is to be performed as specified herein.

966.4 PROCEDURE

966.4.1 Pumps for by-passing wastewater flow shall be located at the manholes where the wastewater is to be removed. At each manhole there shall be a sufficient number of pumps with sufficient capacity to provide standby pumping capacity should any one pump fail. When by-pass pumping of the wastewater starts, it shall be continuous until the work for which the pumping is required is complete. The pumps shall be maintained by the Contractor or the Contractor's representative, 24 hours a day, during the by-passing operation.

966.4.2 The maximum elevation to which the wastewater will be permitted to rise in the manhole is 5 feet above manhole invert. Contractor shall provide a means of

Invitation to Bid

Manhole/Wetwell Rehabilitation
For Nassau Amelia Utilities

Bid Number NC14-019

reading the depth of wastewater, above manhole invert, in each manhole where pumps are located.

966.5 RESTORATION

The Contactor shall be responsible for all damage to public and private property as a result of all by-passing operations. The cost of restoring any damaged area to conditions prior to by-passing shall be borne by the Contractor.

966.6 MEASUREMENT AND PAYMENT

966.6.1 Measurement of bypass pumping (associated with any type of manhole rehabilitation or replacement) for payment shall be the actual number of structures rehabilitated requiring bypass pumping based on the rehabilitated manhole downstream gravity pipe diameter. Payment for this service applies to gravity sewers greater than 27" inside diameter. For 8" – 27" diameter sewers the cost of bypass pumping, vacuum truck pumping, damming upstream, flow thru plugs, etc. is incidental to the item of work. If rehabilitation of manholes occurs with contiguous gravity sewer segments, a maximum of one manhole will be paid for every two manholes rehabilitated unless otherwise approved by NAU prior to setup of bypass pumping. Discharge Piping will not be paid for separately, for either rigid piping or flexible hose, but shall be merged with the cost of the associated bypass pumping. Any cost associated with MOT (maintenance of traffic) associated with bypass pumping shall be merged with the cost of bypass pumping.

966.6.2 Measurement of bypass pumping (associated with Wetwells rehabilitation) for payment shall be the actual cost associated with bypass pumping based on the pump station influent pipe diameter. Bypass pumping in most cases shall be furnished and installed by NAU for work associated with wetwells. Any anomalies or requirements on the contractor's part to supply bypass or pump outs for wetwells shall be compensated via SWA.

990 INSIDE DROP SYSTEM

Payment shall be made for each size drop system furnished and installed inside a manhole. The unit prices set forth in the Contract shall constitute full compensation for maintenance of traffic; furnishing and installing inside drop system, complete with sewer tee with a half plug, adjustable clamping brackets and stainless steel hardware, PVC drop pipe and fitting, external pipe couplers, including all incidental work, labor, materials, tools, and equipment all in accordance with the revised JEA Detail Plate Numbers S-4 and S-5, Attachment B.

991 INTERIOR MANHOLE COATING / LINING REPAIR

During the course of normal construction, existing manholes that have been rehabilitated by the Manhole Rehabilitation Contractor, may be damaged due to pipe connections made by others, manhole frame and grade adjustments, etc. It is the intent of this section to identify a measurement and payment item to reimburse the Manhole Rehabilitation Contractor for repair of the manhole interior coating/lining system. Measurement for payment shall be for the actual physical count of manholes repaired as directed by the NAU. Payment for interior manhole coating/lining repair shall be based on the Contract Unit Price per each manhole repaired as directed by NAU. The Contract

Invitation to Bid

Manhole/Wetwell Rehabilitation
For Nassau Amelia Utilities

Bid Number NC14-019

Unit Price shall be payment in full for performing the work and for furnishing all labor, supervision, materials, equipment, and MOT.

TECHNICAL REQUIREMENTS**1. MAINTENANCE OF TRAFFIC (MOT)**

All work is required to be performed in accordance with the latest editions of the FDOT Design Standards Section 600 and the Manual on Uniform Traffic Control Devices (MUTCD). The MOT plan shall be submitted to NAU for review and approval a minimum of 5 days prior to the work beginning.

2. WARRANTIES

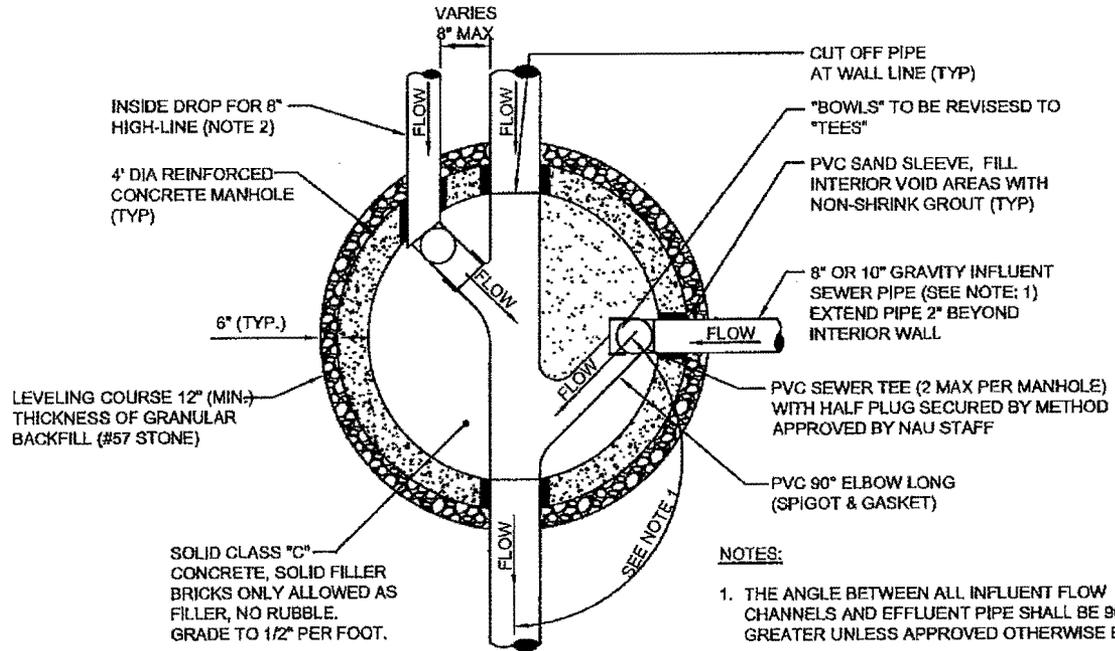
Contractor warrants to NAU that all Work furnished under the Contract will be free from defects in design, material, and workmanship; suitable for the use and purpose specified or referred to in the Contract; suitable for any other use or purpose as represented in writing by Contractor and the material manufacturer; in conformance with the Contract Documents; and new and of first-class quality.

Manufacturer shall correct any defects that appear in the Work any time prior to 10 years after Substantial Project Completion. Manufacturer shall extend the warranty period an additional 2 years for any portion of the Work that has undergone warranty repair or replacement. Any defects shall be corrected at the Manufacturer's expense and only at such times as will be designated by NAU.

3. CONSTRUCTION COMPLETION

The Contractor shall complete the barrier applications for each individual manhole rehabilitation within 10 calendar days from each Notice to Proceed.

The Contractor further agrees that the time limit for completion of Work is of essence to the Contract, and should the Contractor fail to complete the Work on or before the scheduled completion date established in the Notice to Proceed the Contractor shall be responsible for additional costs associated with subsequent delays.



NOTES:

1. THE ANGLE BETWEEN ALL INFLUENT FLOW CHANNELS AND EFFLUENT PIPE SHALL BE 90° OR GREATER UNLESS APPROVED OTHERWISE BY JEA.
2. THE 8" HIGH-LINE, WHERE UTILIZED, SHALL ENTER THE MANHOLE ON-CENTER OR OFF-CENTER AS SHOWN ABOVE.

REVISED
 PLAN VIEW (S-5)
 (FOR SECTION VIEW SEE S-4)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2014

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 Vandroff Insurance Agency Inc. 5150 Belfort Road #200 Jacksonville, FL 32256	CONTACT NAME: Nancy O'Donoghue PHONE (A/C, No, Ext): 904-296-3390 E-MAIL ADDRESS: nancy@vandroff-insurance.com	FAX (A/C, No): 904-296-6144
	INSURER(S) AFFORDING COVERAGE	
INSURED Concrete Conservation, Inc. P.O. Box 24354 Jacksonville, FL 32241	INSURER A: Valley Forge Ins. Co.	NAIC # 20508
	INSURER B: Transportation Insurance Co.	20494
	INSURER C: St. Paul Travelers	24767
	INSURER D: Travelers Insurance Company	25615
	INSURER E: Endurance American Specialty	
	INSURER F:	

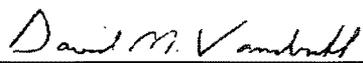
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY	X		CO-3491M982-PHX-14	06/13/2014	06/13/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
E	<input checked="" type="checkbox"/> Pollution Liab			ECC20000002600	11/01/2014	11/01/2015	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY	X		2094737789	06/13/2014	06/13/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-15P15851-14-NF	06/13/2014	06/13/2015	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$ 4,000,000
B	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	2094737808	06/06/2014	06/06/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Nassau County, a political subdivision of the State of Florida, its officers, employees and agents are additional insured with regards to the General Liability and Auto Liability per form CGD2460805 & CA20010306 attached.

RECEIVED
CONTRACT MANAGEMENT
2014 DEC - 1 PM 12:22

CERTIFICATE HOLDER NASSAU1 Nassau County Board of County Commissioners 96135 Nassau Place Suite 6 Yulee, FL 32097	CANCELLATION 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.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - Provisions A.-H. and J.-N. of this endorsement broaden coverage, and provision I. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Extension of Coverage - Damage To Premises Rented To You <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 C. Blanket Waiver of Subrogation D. Blanket Additional Insured - Managers or Lessors of Premises E. Incidental Medical Malpractice F. Extension of Coverage - Bodily Injury G. Contractual Liability - Railroads | <ul style="list-style-type: none"> H. Additional Insured - State or Political Subdivisions I. Other Insurance Condition J. Increased Supplementary Payments <ul style="list-style-type: none"> • Cost of bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day K. Knowledge and Notice of Occurrence or Offense L. Unintentional Omission M. Personal Injury - Assumed by Contract N. Blanket Additional Insured - Lessor of Leased Equipment |
|---|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. EXTENSION OF COVERAGE - DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in Section III Limits Of Insurance.

COMMERCIAL GENERAL LIABILITY

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Paragraph a. of the definition of "insured contract" (DEFINITIONS - Section V) is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

D. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible

"other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

E. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to paragraph 1. Insuring Agreement of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

"Bodily injury" arising out of the rendering of, or failure to render, the following will be deemed to be caused by an "occurrence":

- a. Medical, surgical, dental, laboratory, x-ray or nursing service, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

2. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 1. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

3. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

4. For the purposes of determining the applicable limits of insurance, any act or omission

together with all related acts or omissions in the furnishing of the services described in paragraph 1. above to any one person will be deemed one "occurrence".

5. This Provision E. does not apply if you are in the business or occupation of providing any of the services described in paragraph 1. above.

6. The insurance provided by this Provision E. shall be excess over any valid and collectible "other insurance" available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

F. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

G. CONTRACTUAL LIABILITY – RAILROADS

1. Paragraph c. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" (DEFINITIONS – Section V) is deleted.

H. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision, subject to the following provisions:

1. This insurance applies only when required to be provided by you by an ordinance, law or building code and only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or political subdivision; or

COMMERCIAL GENERAL LIABILITY

- b. "Bodily injury" or "property damage" included in the "products-completed operations hazard".

I. OTHER INSURANCE CONDITION

A. COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional

insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

B. The following definition is added to DEFINITIONS (Section V):

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

COMMERCIAL GENERAL LIABILITY

- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

J. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I - Coverages) are amended as follows:

1. In paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

2. Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.
3. This Provision K. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

L. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. However, this Provision L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

M. PERSONAL INJURY - ASSUMED BY CONTRACT

1. The following is added to Exclusion e. (1) of Paragraph 2., Exclusions of Coverage B. Personal Injury, Advertising Injury, and Web Site Injury Liability of the Web XTEND Liability endorsement:

Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been as-

COMMERCIAL GENERAL LIABILITY

sumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. Paragraph 2.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I - Coverages) is deleted and replaced by the following:
- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
3. The third sentence of Paragraph 2 of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I - Coverages) is deleted and replaced by the following:
- Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, or the provisions of Paragraph 2.e.(1) of Section I - Coverage B - Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.
4. This provision M. does not apply if coverage for "personal injury" liability is excluded by endorsement.

N. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to their liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after the equipment lease expires.
3. The insurance afforded to the additional insured is excess over any valid and collectible "other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 01 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date:	
Countersignature Of Authorized Representative	
Name:	
Title:	
Signature:	
Date:	

SCHEDULE

Insurance Company: VALLEY FORGE INSURANCE COMPANY	
Policy Number: C 2094737789	Effective Date:
Expiration Date:	
Named Insured: CONCRETE CONSERVATION, INC.	
Address: PO BOX 24354	
JACKSONVILLE, FL 32241-4354	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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