

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 12th day of June 2017, by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as "County", and England-Thims & Miller, Inc., a Florida Profit Corporation, whose principle office address is located at 14775 Old St. Augustine Road, Jacksonville, FL 32258, hereinafter referred to as "Consultant":

WHEREAS, the County desires Construction Engineering Inspection (CEI) services under a continuing contract; and

WHEREAS, the Consultant desires to render certain Construction Engineering Inspection Services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

- 2.1 Consultant shall provide Construction Engineering Inspection (CEI) services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference.
- 2.2 The services shall be performed on an "as needed" basis per project and by Work Authorization to this contract. Each Work Authorization shall be approved by the Board of County Commissioners or their authorized designee.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates the Director of Engineering Services to act on the County's behalf with respect to the Scope of Services. The Director of Engineering Services, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be for a three (3) year period beginning on the date first written. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this

provision shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Consultant in accordance with the provisions contained in the Fee Schedule, which is attached hereto as Attachment "B", and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the Director of Public Works, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

5.4 Final Invoice per Project: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County, this indicates that all services have been performed and all charges

and costs have been invoiced to the County and that there is no further work to be performed on the specific project.

5.5 Each project shall have its own specific value on a "stand alone" basis.

5.6 Labor Unit rates shall be established at the beginning of this Agreement and may be adjusted annually upon written agreement of the parties beginning with the next assigned project issued after the anniversary date of the Agreement. The labor unit rates are set forth in Exhibit B.

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

7.1 This Agreement;

7.2 The Scope of Services attached hereto as Attachment "A";

7.3 Fee Schedule attached hereto as Attachment "B";

7.4 Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the contract.

ARTICLE 11 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - GENERAL INFORMATION AND INSURANCE REQUIREMENTS

14.1 COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

14.1.2 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited

Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

14.1.3 AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

14.1.4 EXCESS/UMBRELLA LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

14.1.5 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Project Specific - Each Occurrence/Annual Aggregate	\$1,000,000
Or	
Non-Project Specific – Each Occurrence/Annual Aggregate	\$3,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract
Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide' (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain.

Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

ARTICLE 15 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice

of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances

and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20.3 Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC**

RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

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

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6040
Fax: 904-321-5917

With a copy to the County Attorney at the same address.

CONSULTANT:

Buckley Williams, C.C.C.A.
Executive Vice President
463688 State Road 200, Unit 7
Yulee, Florida 32097
Tel: 904-642-8990
Fax: 904-646-9485

Email: WilliamsB@etminc.com

25.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,
Board of County Commissioners**



DANIEL B. LEEPER

Its: Chairman

Date: June 12, 2017

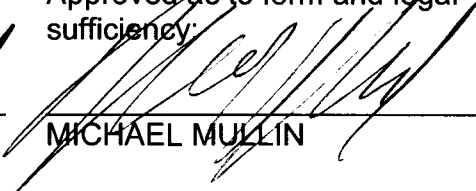
ATTEST TO CHAIR
SIGNATURE



JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency:



MICHAEL MULLIN

MES
06-13-17

ATTACHMENT "A"
Consultant Scope of Services for
Construction Engineering Inspection (CEI) Services
Board of County Commissioners, Nassau County, Florida

1. SAMPLING AND TESTING

- 1.1 The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents for roadway reconstruction utilizing Full Depth Reclamation (FDR) procedures. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide and the Contract Documents shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.
- 1.2 The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials, soil cement and/or soil with emulsion mix designs and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
- 1.3 Nassau County will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.
- 1.4 Sampling, testing and laboratory methods shall be as required by the FDOT Standard Specifications, Supplemental Specifications or as modified by the Supplementary Conditions & General Requirements of the Construction Contract.
- 1.5 Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.
- 1.6 The Consultant shall be responsible for transporting samples to be tested.
- 1.7 The Consultant will compare verification testing test results and with the contractors Quality Control testing information and notify Nassau County of any failing samples.
- 1.8 **Testing Laboratory** must be FDOT approved.

2.0 QUALITY ASSURANCE CERTIFICATION

- 2.1 Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes.
- 2.2 An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, Department procedures, and according to the contract documents.

3.0 PERSONAL QUALIFICATION/REQUIREMENTS

3.1 SENIOR INSPECTOR/ High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned. Must have the following:

3.1.1 Qualifications:

CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
FDOT Intermediate MOT
CTQP Final Estimates Level I

3.1.2 Responsible for performing CEI services for the project which will consist of roadway construction utilizing conventional paving, roadway widening, Full Depth Reclamation (FDR) method of sub-grade and base preparation, intersection modifications (including signalization), bridge/culvert repair and construction inspection, signing and marking and support of the County's Pavement Management Program, as requested. Including field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Nassau County.

3.2 INSPECTOR/- High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

3.2.1 Qualifications:

CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Final Estimates Level I
IMSA Traffic Signal Technician Level 1 (Note: No later than one year from execution of the contract, consultant must provide an IMSA Traffic Signal Inspector for any assigned Work Authorizations which include signalization elements in the project)

3.2.2 Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.



NC16-029

www.etminc.com
 tel 904-642-8990 • fax 904-646-9485
 14775 Old St. Augustine Road • Jacksonville, Florida 32258

March 16, 2017

David J. Pensante, Procurement Manager
 Nassau County Contract Management
 96135 Nassau Place, Suite 2
 Yulee, Florida 32097

RE: Continuing Contract for Construction, Engineering & Inspection (CEI) Services
 RFQ Bid No. NC16-029
Requested Information for Continuing Contract for CEI Services

Dear Mr. Pensante:

England-Thims & Miller, Inc. is in receipt of your request for information related to loaded billing rate/fee schedule and other supporting documents. Per your request, we have included the requested information as follows:

Multiplier

Salary	Requested OH (Audited Rates)	Requested Profit	Multiplier
1.0	151.63% (Office) 12.14% (Expense)	15%	2.79

Loaded Billing Rates

Consultant Position	Current 2017 Rate (Avg. where indicated*)	Multiplier	Loaded Billing Rate
Senior Project Engineer	\$72.84	2.79	\$203.22
Project Administrator	\$50.59	2.79	\$141.15
Assist. Project Administrator	\$43.39 (average)	2.79	\$121.06
Senior Inspector	\$32.15 (average)	2.79	\$89.70
Inspector	\$24.62 (average)	2.79	\$68.69

Mr. David J. Pensante

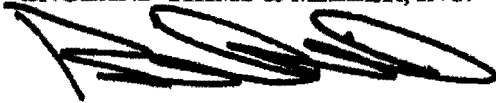
Nassau County CEI Continuing Services Contract NC16-029

March 16, 2017

We look forward to completing the negotiation on this contract and should you have any questions or require additional information please contact our office.

Sincerely,

ENGLAND-THIMS & MILLER, INC.



Buckley K. Williams, C.C.C.A.
Executive Vice President

cc: File

Cal-Tech Testing, Inc.

CERTIFIED PAYROLL RATES

Submittal Date: 3/21/2017

FDOT FIN: _____

Submitted to: England-Thims & Miller, Inc.

Contract No: NC16-029

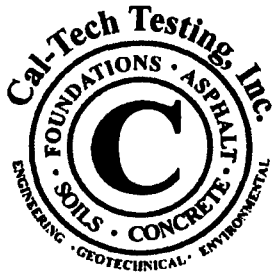
I hereby certify the rates listed below are true and correct as of March 21, 2017. Wage rates are subject to annual merit increases based on annual performance reviews. During the past three years, increases have averaged 3% per year corporate wide.

We would appreciate any communication regarding this **CONFIDENTIAL** payroll information be directed to Gary McCollum or Abby Stalvey. E-mail communications regarding payroll should only be sent to gmccollum@caltechtesting.com or astalvey@caltechtesting.com.

3/21/17
Date


Gary W. McCollum

Personnel Classification	Name	Current Pay Rate	Classification Average	Field Office Overhead	Operating Margin	FCCM	Expense	2017 Billable Rates
Sr. Engineer								
			#DIV/0!	81.22%	25.00%		50.67%	#DIV/0!
						1.438%		
Project Manager	Gary McCollum	50.78						
	Mike Stalvey	44.78						
			47.78	81.22%	25.00%		50.67%	123.43
						1.438%		
Project Engineer								
	Ivan Marcano	40.87						
			40.87	81.22%	25.00%		50.67%	106.68
						1.438%		
CADD / Drafting								
	Ivan Marcano	40.87						
			40.87	81.22%	25.00%		50.67%	106.68
						1.438%		
Engineering Technician								
	Chad Day	23.00						
	Joey Murphy	18.00						
			20.50	81.22%	25.00%		50.67%	62.98
						1.438%		
Senior Engineering Technician								
	Steven Pillars	26.88						
			26.88	81.22%	25.00%		50.67%	68.44
						1.438%		
Secretary / Clerical								
	Susan McCollum	21.63						
			21.63	81.22%	25.00%		50.67%	56.88
						1.438%		

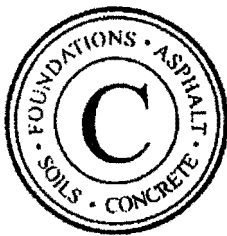


Cal-Tech Testing, Inc.

- **Engineering** P.O. Box 1625 • Lake City, FL 32057
 - **Geotechnical** Tel. (386) 755-3633 • Fax (386) 752-5456
 - **Environmental** 450 SR 13N, Suite 106-308, Jacksonville, FL 32259
- LABORATORIES** Tel. (904) 381-8901 • Fax (904) 381-8902

Construction Material Testing Fee Schedule

SOILS (AASHTO Accredited Lab)	
Moisture Density Relationship Test (Proctor) (AASHTO T99 & T180)	\$95.00
LBR Tests (FM 5-515)	\$300.00
GEOTECHNICAL LABORATORY (AASHTO Accredited Lab)	
Moisture Content (ASTM D2216)	\$20.00
Fines Content (-200) (AASHTO T11)	\$50.00
Atterberg Limits (AASHTO T89 & T90)	\$150.00
Gradation Tests (AASHTO T27)	\$50.00
Organic Content (AASHTO T267)	\$35.00
Permeability Tests (Clay ASTM D5084)	\$275.00
Permiability Test (Sand ASTM D2434)	\$225.00
Carbonate	\$70.00
Corrosion Series	\$185.00
Soil Classification	\$50.00
Other Tests Available Upon Request	
CONCRETE (CMEC Accredited Lab)	
Concrete Test Cylinders Made by CAL-TECH TESTING (ASTM C31, 143, 1064 and 39) (includes Slump, Temperature, Air Content (4 cylinders per Set)	\$100.00 SET
Air Entrainment Test (ASTM C-173 & 231)	\$15.00
Concrete Test Cylinders Made by Client	\$95.00 SET
Grout Test Specimens 3"X3"X7" [ASTM C 1019]	\$100.00 SET
Mortar Test Specimens 2X2 [ASTM C 109]	\$100.00 SET
Coring In-Place Concrete, Per Hour	\$65.00 HR
Compressive Strength of Concrete Cores	\$25.00 EA



Cal-Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

PO Box 1625 Lake City, Florida 32056
450 SR13N, 106-308 Jacksonville, Florida 32259

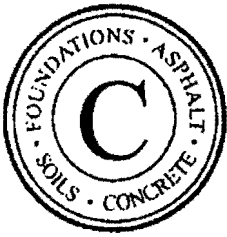
Tel (386) 755-3633 • Fax (386) 752-5456
Tel (904) 381-8901 • Fax (904) 381-8902

Prepared for : England, Thimes and Miller

Construction Materials Testing

4-7-17

Concrete Test Cylinders Made by CAL-TECH TESTING (ASTM C31, 143, 1084 and 39) (Includes Slump, Temperature, Air Content (4 cylinders per Set))	\$ 100.00
Air Entrainment Test (ASTM C-173 & 231)	\$ 15.00
Grout Test Specimens 3"X3"X7" [ASTM C 1019]	\$ 100.00
Mortar Test Specimens 2X2 [ASTM C 109]	\$ 100.00
Concrete Test Cylinders Made By Client	\$ 45.00
Coring In-Place Concrete, Per Hour	\$ 65.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	\$ 70.00
107-Aggregate Total Moisture Content by Drying AASHTO T255	\$ 15.00
200-Asphalt Bulk Specific Gravity FM 1-T166	\$ 90.00
201-Asphalt Content FM 5-563	\$ 100.00
203-Asphalt Gradation & Content FM 1-T030 & FM 5-563	\$ 200.00
204-Asphalt Gradation FM 1-T030	\$ 100.00
205-Asphalt Gyrotory Compaction 3 Specimens AASHTO T312	\$ 65.00
208-Asphalt Max Specific Gravity FM 1-T209	\$ 70.00
209-Asphalt Pavement Coring - 4" dia with Base Depth Check	\$ 30.00
300-Concrete Beam Flexural Testing ASTM C78	\$ 25.00
301-Concrete Compressive Strength of Grout/Mortar ASTM C109	\$ 25.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	\$ 30.00
401-Geo Auger Borings-H& Truck/Mud Bug	\$ 10.00
415-Geo Double Ring Infiltration ASTM D3385	\$ 450.00
419-Geo Drilling Crew 2-Person	\$ 120.00
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	\$ 25.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	\$ 30.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	\$ 35.00
431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	\$ 45.00
432-Geo Field Permeability 0-10 Ft Open-End Borehole Method	\$ 250.00
433-Geo Field Permeability 10-25 Ft Open-End Borehole Method	\$ 275.00
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	\$ 3.75
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	\$ 4.50
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	\$ 5.00
450-Geo Piezometer 2" 0-50 Ft	\$ 15.00
478-Geo SPT Truck/Mud Bug 0-50 Ft	\$ 12.00
479-Geo SPT Truck/Mud Bug 50-100 Ft	\$ 15.00
480-Geo SPT Truck/Mud Bug 100-150 Ft	\$ 18.00
612-Mobilization Drill Rig Truck Mount	\$ 400.00
614-Mobilization Mudbug/All Terrain Vehicle	\$ 500.00
800-Soils Chloride Soil or Water FM 5-552	\$ 75.00



Cal-Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

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450 SR13N, 106-308 Jacksonville, Florida 32259

Tel (386) 755-3633 - Fax (386) 752-5456
Tel (904) 381-8901 - Fax (904) 381-8902

805-Soils Corrosion Series FM 5-550 through 5-553	\$ 150.00
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	\$ 275.00
811-Soils Liquid Limit AASHTO T89	\$ 50.00
812-Soils Materials Finer than 200 Sieve FM 1-T011	\$ 35.00
817-Soils Moisture Content Laboratory AASHTO T265	\$ 15.00
819-Soils Organic Content Ignition FM 1 T-267	\$ 35.00
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	\$ 70.00
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	\$ 70.00
823-Soils Permeability Constant Head AASHTO T215	\$ 275.00
824-Soils Permeability Falling Head FM 5-513	\$ 275.00
825-Soils pH Soil or Water FM 5-550	\$ 25.00
826-Soils Plastic Limit & Plasticity Index AASHTO T90	\$ 50.00
827-Soils Proctor Modified FM 1-T180	\$ 100.00
828-Soils Proctor Standard AASHTO T99	\$ 100.00
829-Soils Resistivity Soil or Water FM 5-551	\$ 45.00
831-Soils Specific Gravity AASHTO T100	\$ 50.00
833-Soils Sulfate Soil or Water FM 5-553	\$ 45.00



March 27, 2017

Buckley Williams
England, Thims & Miller
14775 Old St. Augustine Road
Jacksonville, FL 32258

RE: Nassau County ETM Sub-consultant Scope of Services

Dear Buckley,

In response to the request by Nassau County to contract CEI services, I have compiled the scope of services and fee schedule for Evers Infrastructure Group LLC. We are proposing using previously provided rates on this continuing services contract with our standard Senior Inspection fee. We will be capable of providing the Senior Inspector and I will be serving as Construction Supervisor/Senior Project Engineer.

During the Pre-Project Phases, I will personally perform the site visit, bid reference check, preliminary review of the submittals, and CIR or FDR Mix Design Review. Evers Infrastructure Group will provide design support to improve constructability and insure the Cold In-Place Recycling or Full Depth Reclamation technology is being utilized effectively. Recommendations for changes will be made prior to each submittal deadline and Evers Infrastructure Group will be available to answer any questions or troubleshoot potential issues as needed.

We will also provide representation at the pre-construction meeting. We will review the submittals for accuracy. Prior to construction, Evers IG will review the contractors QC Plan and CIR or FDR mix design to insure proper adherence to all specifications.

During construction we will provide as needed project supervision and can provide a Senior Inspector or assist your Senior Inspector. All listed fees are inclusive of expenses necessary to perform our services.

Senior Inspector per hour **Rate - \$110.00**

Construction Supervisor/Senior Project Engineer per hour **Rate - \$157.06**

Evers Infrastructure Group appreciates the opportunity to work with ETM Inc. and we look forward to starting the project. I would be happy to sit down to further discuss the scope of services or any other aspect of the project. I look forward to working with you and stand ready to assist any way I can.

Sincerely,

A handwritten signature in cursive script, appearing to read "Chris Evers".

Chris Evers
Evers Infrastructure Group LLC
chris@eversig.com

Working together to move people...

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 2087980833	Effective Date: 01/01/2017
Expiration Date:	01/01/2018	
Named Insured:	ENGLAND, THIMS & MILLER, INC.	
Address:	14775 OLD SAINT AUGUSTINE RD JACKSONVILLE, FL 32258-2463	
Additional Insured (Lessor):	Blanket as required by written contract	
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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A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
 2. If you cancel the policy, we will mail notice to the lessor.
 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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Page 1 of 2

The Continental Insurance Co.

Insured Name: ENGLAND, THIMS & MILLER, INC.

Policy No: 5095133518

Endorsement No: 5

Effective Date: 01/01/2017

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**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED - EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization whom the Named Insured has agreed in writing in a contract or agreement to waive such rights of recovery, but only if such contract or agreement:

1. Is in effect or becomes effective during the term of this Coverage Part; and
2. Was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

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

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Page 1 of 1

The Continental Insurance Co.

Insured Name: ENGLAND, THIMS & MILLER, INC.

Policy No: 5095133518

Endorsement No: 8

Effective Date: 01/01/2017



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

INSURED

20020022459430001204499231274



Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 5 96111288

Policy Effective Date: 01/01/2017

Policy Page: 43 of 66