

CONTRACT FOR PAGES DAIRY ROAD WIDENING

THIS AGREEMENT is dated this 28th day of October, by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "County" and **PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.**, hereinafter referred to as the "Contractor".

The County and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project consists of the resurfacing the existing lanes and widening approximately 1' on both sides of Pages Dairy Road in Nassau County, Florida, as well as constructing new 5' paved shoulders and regarding ditches. This project will also consist of intersection improvements at Pages Dairy Road and Felmor Road to include turn lanes and replacing existing driveways and constructing new asphalt driveways. The Work to be performed is generally described as resurfacing and includes:

- Resurfacing of existing asphalt pavement.
- Constructing roadside swales.
- Constructing cross drain extensions and side drains.
- Constructing box culvert extensions.
- Asphalt and Concrete Driveway Construction.
- Clearing and Grubbing.
- Placing performance turf and sod.
- Traffic maintenance and protection.
- Installing pavement markings and signage.

All Work shall be in accordance with the construction drawings, specifications, and Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

PAGES DAIRY ROAD WIDENING
Bid Number: NC20-012
Nassau County, Florida

Initials 

ARTICLE 3 – ENGINEER

3.01 The managing authority for this project shall be the Nassau County Engineer, Robert Companion, P.E. or his authorized designee, England-Thims & Miller, Inc. (ETM).

ARTICLE 4 – ENGINEER OF RECORD

4.01 The Project has been designed by Connelly & Wicker, Inc., who is to act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer of Record as referenced in the General Conditions and other Contract Documents.

ARTICLE 5 – CONTRACT TIMES

5.01 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and Completion and readiness for Final Payment as stated in the Contract Documents are of the essence of the Contract.
- B. The Contractor hereby agrees to commence work under this Contract on a date to be specified in written "Notice to Proceed" of the County and to fully complete the Project as specified in Section 5.02 of this Contract.

5.02 Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within 405 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions within 45 calendar days from the date of Substantial Completion. Total Contract Time shall be 405 calendar days; for everyday the Work goes beyond Substantial Completion, a day will be removed from Final Completion so the total days equal 450 calendar days.

5.03 Liquidated Damages

- A. The Contractor and the County recognize that time is of the essence of this Contract and that the County will suffer financial loss if the Work is not completed within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed on time.

Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$1,000.00 for each day that expires after the time specified in Paragraph 5.02 for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, the Contractor shall pay the County \$500.00 for each day that expires after the time specified in Paragraph 5.02 for Completion and readiness for Final Payment until the Work is completed and ready for Final Payment.

ARTICLE 6 - CONTRACT PRICE

6.01 The County shall pay the Contractor for completion of the Work in accordance with the General Conditions and Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 25 "Payments to Contractor" of the General Conditions and Paragraphs 6.01A and 6.01B below:

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in Contractor's Bid for a Total of All Unit Prices of:

**Three Million Five Hundred Forty-Seven Thousand Nine Hundred Ninety-Three
Dollars and Thirty Cents**

\$3,547,993.30

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record as provided in Paragraph 9.07 of the General Conditions. The Final Payment for all Unit Price Work shall be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual completed and accepted quantity of each item. Unit Prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 7 - PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

- A. The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the County as provided in the General Conditions.

7.02 Progress Payments; Retainage

- A. The County shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraphs 7.02.A.1 and 7.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or the County may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 90% of the Work completed (with the balance being retainage)
 - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. At 50% completion, no additional amounts will be retained unless the Engineer of Record and the County certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained, but in no event will total retainage be more than 10% of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
2. Upon Substantial Completion, the County shall pay an amount sufficient to increase total payments to the Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as the Engineer of Record shall determine or the County may withhold, for incomplete Work and for other items in accordance with Paragraph 14.02 of the General Conditions.

7.03 Final Payment

- A. Upon Final Completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the County shall pay the remainder of the Contract Price as recommended by the Engineer of Record as provided in said Paragraph 14.07.

ARTICLE 8 - INTEREST

- 8.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 9 - CONTRACTOR'S REPRESENTATIONS

- 9.01 In order to induce the County to enter into this Contract, the Contractor makes the following representations:
 - A. The Contractor is or has been prequalified by FDOT for the Work required by this Contract.
 - B. The Contractor has examined and carefully studied the Contract Documents including the General Conditions and the other related data identified in the Bidding Documents.
 - C. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - D. The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - E. The Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

- F. The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- G. The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- H. The Contractor is aware of the general nature of Work to be performed by the County and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. The Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- J. The Contractor has given the Engineer and the Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer and the Engineer of Record is acceptable to the Contractor.
- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Contract
 - 2. Addenda, if any (Attached hereto as Exhibit "A")

3. General Conditions (Attached hereto as Exhibit "B")
4. Supplementary Conditions (Attached hereto as Exhibit "C")
5. Technical Specifications (Attached hereto as Exhibit "D")
6. Construction Drawings (Attached hereto as Exhibit "E")
7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Attached hereto as Exhibit "F")
 - b. General Information and Minimum Insurance Requirements (Attached hereto as Exhibit "G")

8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Performance and Payment Bonds
 - b. Notice to Proceed
 - c. Work Change Directives
 - d. Change Orders
 - e. Certificate of Substantial Completion
 - f. Certificate of Final Inspection
 - g. Certificate of Engineer
 - h. Certificate of Final Completion
 - i. CONTRACTOR'S release
 - j. Drawings and plans
 - k. Supplemental Agreements/Contracts
 - l. The Contractor's Waiver of Lien (Partial)
 - m. The Contractor's Waiver of Lien (Final and Complete)
 - n. Subcontractor/Vendor's Waiver of Lien (Final and Complete)
 - o. Consent of Surety to Final Payment
 - p. Instructions to Bidders
 - q. The Contractor's Insurance Requirements, as set forth in the Bid Documents

- B. The documents listed in Paragraph 10.01.A are attached to this Contract (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 10.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 - MISCELLANEOUS

11.01 Terms

- A. Terms used in this Contract will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

- A. The County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Other Provisions

- A. The County entered into a County Incentive Grant Program Agreement with the State of Florida, Department of Transportation (Department), dated June 8, 2018, Financial Project No. 436465-1-54-01, pursuant to Section 339.2817, Florida Statutes, to

provide funds for this project. The Contractor agrees to be bound by the requirements of the FDOT-CIGP agreement incorporated by reference as if set forth herein. The Contractor acknowledges by signing this Contract, that he/she has been provided a copy of the FDOT-CIGP agreement.

B. Pursuant to the requirements of the FDOT-CIGP agreement, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform Work pursuant to the Contract with the Department.

C. Florida Statute 255.099 (Preference to State residents)

1. The Contractor agrees to give PREFERENCE to the employment of STATE residents in the performance of the Work on the project if STATE residents have substantially equal qualifications to those of nonresidents.

a) As used in this section, the term "substantially equal qualifications" means the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

b) A Contractor required to employ STATE residents must contact the Agency for Workforce Innovation to post the Contractor's employment needs in the STATE's job bank system.

D. Public Records Requirement:

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 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.

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IN WITNESS WHEREOF, the County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, the Contractor, the Engineer and the Engineer of Record. All portions of the Contract Documents have been signed or identified by the County and the Contractor or identified by the Engineer and the Engineer of Record on their behalf.

This Contract will be effective on the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver (which is the Effective Date of the Contract).

OWNER

Nassau County Board of County Commissioners

Signed: [Signature]

Title: Chairman Vice Chairman

Date: October 28, 2020

[CORPORATE SEAL]

Attest: [Signature]

Title: Ex-Officio Clerk ^{10/28/20}

Address for giving notices:

County Manager

96135 Nassau Place Suite 6

Yulee, Florida 32097

Phone: (904) 530-6010 FAX: (904) 321-5784

CONTRACTOR

Petticaat Schmidt Civil Contractors, INC.

Signed: [Signature]

Title: Vice President

Date: November 4, 2020

[CORPORATE SEAL]

Attest: [Signature]

Title: Project Coordinator

Address for giving notices:

Phone: _____ FAX: _____

License _____

(Where applicable)

Approved as to form by County Attorney Agent for service of process:

[Signature]
Signature

(If the Owner is a corporation, attach evidence of authority to sign. If the Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Contract.)

(If the Contractor is a corporation or a partnership, attach evidence of authority to sign.)



PETTCIV-01

SBRUNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2020

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 have ADDITIONAL INSURED provisions or 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 Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Susan Brunson, CIC, CLCS, ACSR
	PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722
	E-MAIL ADDRESS: SBRunson@cwpowellins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Travelers Indemnity Co of Am 25666
	INSURER B : The Phoenix Insurance Co 25623
	INSURER C : Travelers Prop Cas Co of Am 25674
	INSURER D : Bridgefield Casualty Ins Co 10335
	INSURER E : Travelers Insurance Company
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	DT-CO-1R245713-TIA-20	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	810-1R246297-20-26-G	11/12/2020	11/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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			CUP-5R075434-20-26	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0196-38457	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Pollution/Profession			ZCD16N73175	1/12/2020	1/12/2021	Per Claim \$ 1,000,000
E	<input checked="" type="checkbox"/> Pollution/Profession			ZCD16N73175	1/12/2020	1/12/2021	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Pages Dairy Road Widening

Nassau County Board of Commissioners are an Additional Insured with respects to General Liability for On-Going & Completed Operations and Auto Liability on a Primary and Non-Contributory when Required by Written Contract or Agreement per the Attached Endorsements. A Waiver of Subrogation is attached to General Liability, Auto and Workers Compensation when Required by Written Contract or Agreement per the Attached Endorsements.

30 Day Notice of Cancellation Applies, Except 10 Days Notice for Non Payment

CERTIFICATE HOLDER Nassau County Board of Commissioners 96135 Nassau Pl 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.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
 - b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

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

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B;** and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and 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 or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b.** The insurance provided to such additional insured does not apply to:
- (1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a)** 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
 - (b)** Supervisory, inspection, architectural or engineering activities.
 - (2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c.** The additional insured must comply with the following duties:
- (1)** 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:
 - (a)** How, when and where the "occurrence" or offense took place;
 - (b)** The names and addresses of any injured persons and witnesses; and
 - (c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (2)** If a claim is made or "suit" is brought against the additional insured:
 - (a)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3)** 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.
 - (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED**
- B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO**
- D. EMPLOYEES AS INSURED**
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
- G. WAIVER OF DEDUCTIBLE – GLASS**
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- J. PERSONAL EFFECTS**
- K. AIRBAGS**
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
- M. BLANKET WAIVER OF SUBROGATION**
- N. UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED
The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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.

B. BLANKET ADDITIONAL INSURED
The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO
1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:
An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

COMMERCIAL AUTO

name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2), of SECTION II – LIABILITY COVERAGE:**

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4), of SECTION II – LIABILITY COVERAGE:**

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:**

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

COMMERCIAL AUTO

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: 810-8L919892-20-26-G

COMMERCIAL AUTO
CA 20 01 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

Schedule Extension

Additional Insured (Lessor):

ANY LESSOR UNDER A LEASING CONTRACT OR AGREEMENT OF SIX MONTHS OR MORE THAT
REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE –
CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

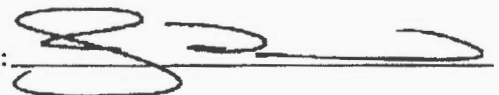
Date Prepared: December 10, 2019

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: February 1, 2020

Policy Number: 196-38457

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

Insured: Petticoat-Schmitt Civil Contractors, Inc.

WC 00 03 13 (Ed. 4-84)

AIA Document A312™ – 2010

Performance Bond

Bond No. GSM36075

CONTRACTOR:

(Name, legal status and address)
Petticoat-Schmitt Civil Contractors, Inc.
6380 Philips Hwy
Jacksonville, FL 32216
(904) 751-0888

OWNER:

(Name, legal status and address)
Board of County Commissioners Nassau County, FL
96135 Nassau Place, Suite 1
Yulee, FL 32097
(904) 530-6010

SURETY:

(Name, legal status and principal place of business)
The Gray Insurance Company
P.O. Box 6202
Metairie, LA 70009
(504) 888-7790
Louisiana Corporation

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: October 28, 2020

Amount: Three Million Five Hundred Forty-seven Thousand Nine Hundred Ninety-three and 30/100 (\$3,547,993.30)

Description:

(Name and location)
Contract No.: CM2923, Pages Dairy Road Widening, Bid Number NC20-012, Intersection Improvements at Pages Dairy Road and Felmor Road, Nassau County, Florida

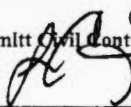
BOND

Date: November 17, 2020
(Not earlier than Construction Contract Date)

Amount: Three Million Five Hundred Forty-seven Thousand Nine Hundred Ninety-three And 30/100 (\$3,547,993.30)

Modifications to this Bond: None See Section 16

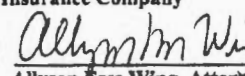
CONTRACTOR AS PRINCIPAL

Company:  *(Corporate Seal)*
Petticoat-Schmitt Civil Contractors, Inc.

Signature: _____
Name _____
and Title: _____
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company:  *(Corporate Seal)*
The Gray Insurance Company

Signature: 
Name Allyson Foss Wing, Attorney-in-Fact &
and Title: Licensed Resident Agent State of Florida

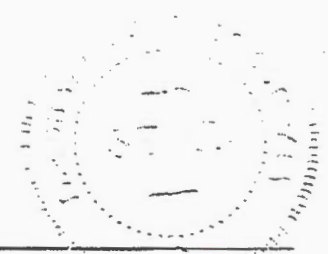
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Guignard Company
1904 Boothe Circle
Longwood, FL 32750
(407) 834-0022

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Connelly & Wicker Inc.
10060 Skinner Lake Drive, Suite 500
Jacksonville, FL 32246



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Guignard Company
11/17/2020 13:28 659808070174

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSM36075 **Principal:** Petticoat-Schmitt Civil Contractors, Inc.

Project: Contract No.: CM2923, Pages Dairy Road Widening, Bid Number NC20-012, Intersection Improvements at Pages Dairy Road and Felmor Road, Nassau County, Florida,

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Bryce R. Guignard, Paul J. Ciambriello, April L. Lively, Margie L. Morris, Jennifer L. Hindley, Allyson Foss Wing, Kelly Phelan, and Christine Morton of Longwood, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson
On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this 17th day of November, 2020.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

AIA Document A312™ – 2010

Payment Bond

Bond No. GSM36075

CONTRACTOR:

(Name, legal status and address)
Petticoat-Schmitt Civil Contractors, Inc.
6380 Phillips Hwy
Jacksonville, FL 32216
(904) 751-0888

OWNER:

(Name, legal status and address)
Board of County Commissioners Nassau County, FL
96135 Nassau Place, Suite 1
Yulee, FL 32097
(904) 530-6010

CONSTRUCTION CONTRACT

Date: October 28, 2020

Amount: Three Million Five Hundred Forty-seven Thousand Nine Hundred Ninety-three and 30/100 (\$3,547,993.30)

Description:

(Name and location)
Contract No.: CM2923, Pages Dairy Road Widening, Bid Number NC20-012, Intersection Improvements at Pages Dairy Road and Felmor Road, Nassau County, Florida,

SURETY:

(Name, legal status and principal place of business)
The Gray Insurance Company
P.O. Box 6202
Metairie, LA 70009
(504) 888-7790
Louisiana Corporation

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: November 17, 2020
(Not earlier than Construction Contract Date)

Amount: Three Million Five Hundred Forty-seven Thousand Nine Hundred Ninety-three And 30/100 (\$3,547,993.30)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Petticoat-Schmitt Civil Contractors, Inc.

Signature:

Name and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
The Gray Insurance Company

Signature:

Name: Allyson Foss Wing, Attorney-in-Fact &
and Title: Licensed Resident Agent State of Florida

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Guignard Company
1904 Boothe Circle
Longwood, FL 32750
(407) 834-0022

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Connelly & Wicker Inc.
10060 Skinner Lake Drive, Suite 500
Jacksonville, FL 32246



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

Guignard Company
11/17/2020 13:28 659808070174

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSM36075 **Principal:** Petticoat-Schmitt Civil Contractors, Inc.

Project: Contract No.: CM2923, Pages Dairy Road Widening, Bid Number NC20-012, Intersection Improvements at Pages Dairy Road and Felmor Road, Nassau County, Florida,

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Bryce R. Guignard, Paul J. Ciambriello, April L. Lively, Margie L. Morris, Jennifer L. Hindley, Allyson Foss Wing, Kelly Phelan, and Christine Morton of Longwood, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this 17th day of November, 2020.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

SECTION 00 51 00

NOTICE OF AWARD

TO: Petticoat Schmitt Civil Contractors, Inc.CONTRACTOR
6380 Philips HighwayADDRESS
Jacksonville, FL 32216CITY STATE ZIPPROJECT: Resurfacing & Widening Pages Dairy Road from Felmor to Chester

NAME

The Nassau County Board of County Commissioners has considered the recommendation to accept the Bid submitted by Petticoat Schmitt Civil Contractors for the above described work in response to its Invitation to Bid (ITB) No. NC20-012, opened on August 6th, 20 20.

You are hereby notified that the Bid has been accepted and the Nassau County Board of County Commissioners has executed the enclosed agreement subject to: Receipt of the applicable bonds and Certificates of Insurance, within ten (10) calendar days from the date of this Notice of Award and receipt of the fully executed agreement. The bonds are required to be recorded at cost to the contractor. The bonds must be recorded within the same ten (10) day period referenced herein. The Clerk of Courts does not accept company or personal checks unless the signee is present and can provide identification.

If you fail to furnish the bonds and the Certificates of Insurance within ten (10) calendar days from the date of this Notice, the County will be entitled to consider any rights arising out of the County's acceptance of your Bid as abandoned and void.

You are required to return an acknowledged copy of this Notice of Award, Bonds, and Insurance Certificates to The Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 465, Yulee, Florida 32097. A copy must be sent to Nassau County, Procurement Manager, at 96135 Nassau Place, Suite 6, Yulee, Florida 32097.

Dated this 28th day October, 20 20

Nassau County Board of County Commissioners

BY: TITLE: Vice Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Kimberly S. Bryan
this 13 day of November, 2020.

BY: Kimberly S. Bryan
TITLE: Vice President

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER

and PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR & SURETY (if applicable)
(FLORIDA STATUTES 713.06, 713.23 and 255.05)

Date: 02/25/2021

70160340000030565376
NASSAU COUNTY BOCC
SUITE 6
96135 NASSAU PLACE
YULEE, FL 32097

The undersigned is furnishing, or has furnished the following described materials, labor and/or services:
PAVING SERVICES

for the improvement of real property described as:

PAGES DAIRY ROAD A/K/A PAGES DAIRY ROAD WIDENING

NCBOCC - BOND #GSM36075 JEA - BOND #GSM36076

NASSAU COUNTY, FLORIDA.

PAGES DAIRY ROAD WIDENING

Under an order given by **PETTICOAT-SCHMITT CIVIL** 8980
NORTH COAST CONSTRUCTION CO.

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 and 255.05 Florida Statutes.

The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy.

If there is a PAYMENT BOND, then this notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within ten (10) days of receipt of this notice, you are required by Florida Statutes Section 713.23 and 255.05 to furnish notice of the existence of such payment bond and a copy of said bond.

PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD.

This notice is a standard business procedure of the undersigned firm, and does not adversely reflect upon the credit-worthiness or other reputation of any person name herein. Request for Sworn Statement of Account must be addressed to: **KUDZUE 3 TRUCKING INC.**

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay sub contractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF

RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

LEARN more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

By: J. Jones

Agent For: **KUDZUE 3 TRUCKING INC.**

POST OFFICE BOX 1799

YULEE, FL 32041

70160340000030565383 (C/M) JEA,(PARTIAL OWNER),21 WEST CHURCH STREET,JACKSONVILLE, FL 32216

70160340000030565390 (C/M) GRAY INSURANCE,PO BOX 6202,METAIRIE, LA 70009

CECIL W. POWELL & CO.219 N NEWNAN STREET,JACKSONVILLE, FL 32202

G/C,PETTICOAT-SCHMITT CIVIL,CONSTRUCTORS INC,6380 PHILIPS HWY,JACKSONVILLE,FL,32216

**NOTICE TO OWNER UNDER FLA STAT. 713.06
AND/OR
NOTICE INTENTION TO LOOK TO CONTRACTOR'S
BOND UNDER FLA STAT. 713.23 OR 255.05**

WARNING TO OWNER: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

THE OWNER 1 who is:

Nassau County Board of County Commissioners
96135 Nassau Place # 6
Yulee, Fl 32097
Return Receipt # 7017 2620 0000 1299 3698

THE OWNER 2 who is:

JEA
21 W Church St
Jacksonville, Fl. 32202
Return Receipt # 7017 2620 0000 1299 3704

THE GENERAL CONTRACTOR who is:

Petticoat – Schmitt Civil Contractors
6380 Philips Hwy.
Jacksonville, FL 32216
Return Receipt # 7017 2620 0000 1299 3711

THE SURETY who is:

Gray Insurance
P O Box 6202
Metairie, LA 70009-6202
Return Receipt # 7017 2620 0000 1299 3728

J. B. COXWELL CONTRACTING, INC. hereby informs you that it has furnished or is furnishing materials, supplies and/or services as follows:

Field dirt and unsuitable dumped

for the improvement of real property or public work identified as:

Pages Dairy Road Yulee, Fl Nassau County

under an order given by: Petticoat- Schmitt Civil Contractors

Florida law prescribes the serving of this notice and restricts your right to make payments under the direct contract in accordance with Florida Statutes Section 713.06. If the General Contractor has furnished a Payment Bond, the undersigned will look to the Contractor's Bond for protection on the work. If applicable, the undersigned hereby requests a copy of any such payment bond, from the Owner, General Contractor and Surety.

IMPORTANT INFORMATION FOR YOUR PROTECTION

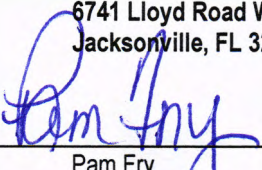
- Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.
- If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF:

- RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.
- LEARN more about the construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

J. B. COXWELL CONTRACTING, INC. dba Whitehouse Recycling
6741 Lloyd Road West
Jacksonville, FL 32254

DATE: 2/22/2021



Pam Fry
904-786-1120

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER/NOTICE TO CONTRACTOR

and PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR & SURETY (if applicable) (FLORIDA STATUTES 713.06, 713.23, 255.05)

To: (Owner)
Nassau County Board of County Commissioners
County Manager
96135 Nassau Place, Suite 6
Yulee, FL 32097

Date: February 28, 2021
Certified #: 70191640000127015501

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:
ROAD WIDENING BOTH SIDE OF PAGES DAIRY ROAD, INCLUDING DRAINAGE, WATER MAIN IMPROVEMENTS, BOX CULVERT EXTENSION, ASPHALT PAVING, STRIPING & SIGNAGE.

For the improvement of the real property identified as:

**Pages Dairy Road Widening
Yulee, FL (Nassau County)**

Under an order given by: **Nassau County Board of County Commissioners - (Contract No. CM2923)**

Florida law prescribes the serving of this Notice and restricts your right to make payments under your contract in accordance with Section 713.06, and 255.05 Florida Statutes. The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy. If there is a PAYMENT BOND, then this notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within (10) ten days of receipt of this notice, you are required by Florida Statutes Section 713.23 and 255.05 to furnish notice of the existence of such payment bond and a copy of said bond.

PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD. This notice is a standard business procedure of the undersigned firm and does not adversely reflect upon the credit worthiness or other reputation of any person named herein.

Request for Sworn Statement of Account must be addressed to: Petticoat-Schmitt Civil Contractors, Inc.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF

RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

BY: *Jodi Marson*
Petticoat-Schmitt Civil Contractors, Inc.
6380 Philips Highway
Jacksonville, FL 32216
(904) 751-0888

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER

and PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR & SURETY (if applicable)
(FLORIDA STATUTES 713.06, 713.23 and 255.05)

Date: 03/03/2021

70160340000030565840
NASSAU COUNTY BOCC
SUITE 6
96135 NASSAU PLACE
YULEE, FL 32097

The undersigned is furnishing, or has furnished the following described materials, labor and/or services:
PAVING SERVICES

for the improvement of real property described as:

PAGES DAIRY ROAD A/K/A PAGES DAIRY ROAD WIDENING

NCBOCC - BOND #GSM36075 JEA - BOND #GSM36076

NASSAU COUNTY, FLORIDA.

PAGES DAIRY ROAD WIDENING

AMENDED TO REFLECT "CORRECT ORDER GIVEN BY"

Under an order given by PETTICOAT-SCHMITT CIVIL
CONTRACTORS INC

8980

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 and 255.05 Florida Statutes.

The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy.

If there is a PAYMENT BOND, then this notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within ten (10) days or receipt of this notice, you are required by Florida Statutes Section 713.23 and 255.05 to furnish notice of the existence of such payment bond and a copy of said bond.

PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD.

This notice is a standard business procedure of the undersigned firm, and does not adversely reflect upon the credit-worthiness or other reputation of any

person name herein. Request for Sworn Statement of Account must be addressed to: **KUDZUE 3 TRUCKING INC.**

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay sub contractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF

RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

LEARN more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

By: J. Jones

Agent For: **KUDZUE 3 TRUCKING INC.**

POST OFFICE BOX 1799

YULEE, FL 32041

70160340000030565857 (C/M) JEA, (PARTIAL OWNER), 21 WEST CHURCH STREET, JACKSONVILLE, FL 32216

70160340000030565864 (C/M) GRAY INSURANCE, PO BOX 6202, METAIRIE, LA 70009

CECIL W. POWELL & CO, 219 N NEWNAN STREET, JACKSONVILLE, FL 32202

G/C, PETTICOAT-SCHMITT CIVIL, CONTRACTORS INC, 6380 PHILIPS HWY, JACKSONVILLE, FL, 32216



Astatula • 25750 CR561 • Astatula, FL 34705
tel (352) 343-8488

WARNING TO OWNER: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOU PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER

<p>TO: Nassau County Board of Commissioners 96135 Nassau Place, Suite 6 Yulee, FL 32097</p> <p>JEA 21 W Church Street Jacksonville, FL 32202</p>	<p>February 23, 2021</p>
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The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:
REINFORCED CONCRETE PIPE AND RELATED MATERIALS for the improvement of the real property identified as:

Pages Dairy Road Widening (#20156). - Job Located at: Pages Dairy Road, Nassau County, Florida.

Under order given by:

Petticoat-Schmitt Civil Contractors, Inc.
6380 Philips Highway
Jacksonville, FL 32216

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF:

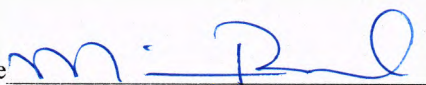
--RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to owner have been paid.

--LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional regulation.

COPY FURNISHED TO:

Gray Insurance
PO Box 6202
Metairie, LA 70009-6202
NCBOCC-Bond# GSM36075
JEA Bond#GSM36076

Petticoat-Schmitt Civil Contractors, Inc.

Lienor's Signature 
Lienor's Name: COUNTY MATERIALS CORPORATION
Lienor's Address: P.O. Box 435, Astatula, FL 34705-0435

Florida Notice to Owner / Notice to Contractor

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.

TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

TO:

Board of County Commissioners, Nassau Co
96135 Nassau Pl
Ste 1
Yulee, FL 32097-8635

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

Concrete/Masonry for the improvement of the real property identified as:

General Description of Improvements:

Pages Dairy Road Widening, Bid Number NC20-012; Intersection Improvements

Description of Property:

At Pages Dairy Road and Felmor Road, Nassau County, Florida; Bond No. GSM36075;
Contract No. CM2923

Street Address:

Pages Dairy Road and Felmor Road Yulee, FL 32097

under an order given by Petticoat-Schmitt Civil Contractors, Inc.

Florida law prescribes the service of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvement is bonded, pursuant to Section 255.05, 713.23, 713.245 or 337.18 Florida Statutes, Title 40 USC Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment.

The undersigned requests a copy of the payment bond and a copy of any direct contract pertaining to the improvements for this project.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF

- RECOGNIZE



that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

- LEARN

more about Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.



Chris Huff / Authorized Agent For:

Argos USA LLC
3015 Windward Plaza, Suite 300
Alpharetta, GA 30005-8713

Copies to:

Contractor :

Petticoat-Schmitt Civil Contractors, Inc
6380 Philips Hwy
Jacksonville, FL 32216-6050
Tracking # 9314710011701066104004

Owner :

Board of County Commissioners,
Nassau Co
96135 Nassau Pl
Ste 1
Yulee, FL 32097-8635
Tracking # 9314710011701066103991

General Contractor :

Petticoat-Schmitt Civil Contractors, Inc
6380 Philips Hwy
Jacksonville, FL 32216-6050
Tracking # 9314710011701066104004

Surety :

The Gray Insurance Company
PO Box 6202
Metairie, LA 70009-6202
Tracking # 9314710011701066104011

Designee :

Allyson Foss Wing/ Guignard
Company
1904 Boothe Cir
Longwood, FL 32750-6774
Tracking # 9314710011701066104127

Questions regarding this statutory notice may be directed to:

Argos USA LLC
Sonya Alderman
salderman@argos-us.com
407-253-3070



CM2923

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

NOTICE TO OWNER

and PRELIMINARY NOTICE TO OWNER, CONTRACTOR, SUBCONTRACTOR & SURETY (if applicable)
(FLORIDA STATUTES 713.06, 713.23 and 255.05)

Date: 09/22/2021

70201810000025446387
NASSAU COUNTY BOCC
96135 NASSAU PLACE SUITE 6
YULEE, FL 32097

The undersigned is furnishing, or has furnished the following described materials, labor and/or services:
LABOR/EQUIPMENT/FUEL/MATERIAL

for the improvement of real property described as:

PAGES DAIRY ROAD A/K/A PAGES DAIRY ROAD WIDENING

NCBOCC - BOND #GSM36075 JEA - BOND #GSM36076

NASSAU COUNTY, FLORIDA.

PAGES DAIRY ROAD WIDENING

Under an order given by PETTICOAT-SCHMITT CIVIL CONTRACTORS INC

Florida law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06 and 255.05 Florida Statutes.

The undersigned requests a copy of the direct contract(s) and any payment bond for this project and agrees to pay reasonable copy costs for such copy.

If there is a PAYMENT BOND, then this notice will advise you that we intend to look to the applicable payment bond for payment of the foregoing items. Within ten (10) days of receipt of this notice, you are required by Florida Statutes Section 713.23 and 255.05 to furnish notice of the existence of such payment bond and a copy of said bond.

PLEASE NOTE: THIS NOTICE IS NOT A LIEN, CLOUD, NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT A MATTER OF PUBLIC RECORD.

This notice is a standard business procedure of the undersigned firm, and does not adversely reflect upon the credit-worthiness or other reputation of any person name herein. Request for Sworn Statement of Account must be addressed to: **MALOY GRADING CORPORATION**

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

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LEARN more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

By: J. Jones

Agent For: **MALOY GRADING CORPORATION**
6421 SOMERSET COURT
JACKSONVILLE, FL 32234

70201810000025446394 (C/M) JEA,(PARTIAL OWNER),21 WEST CHURCH STREET,JACKSONVILLE, FL 32216

70201810000025446400 (C/M) GRAY INSURANCE,PO BOX 6202,METAIRIE, LA 70009

CECIL W. POWELL & CO,219 N NEWNAN STREET,JACKSONVILLE, FL 32202

G/C,PETTICOAT-SCHMITT CIVIL,CONSTRACTORS INC,6380 PHILIPS HWY,JACKSONVILLE,FL,32216