

CM2996

**CONTRACT FOR ASPHALT CONCRETE (SI, SIII AND MILLINGS)**

THIS CONTRACT entered into this 12th day of July, 2021, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **DUVAL ASPHALT PRODUCTS, INC.** located at 7544 Phillips Highway, Jacksonville, Florida 32256, hereinafter referred to as the "Vendor".

**WHEREAS**, the County received sealed bids for Asphalt Concrete (SI, SIII and Millings), Bid No. NC21-004, on April 7, 2021 at 10:00 a.m.; and

**WHEREAS**, the Road Department determined that the Vendor was the lowest, most responsive and responsible bidder for the bid items set forth in the *Bid Price Sheet*, a copy of which is attached hereto as Attachment "B" and made a part hereof; and


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

**SECTION 1. Description of Services to be Provided**

The County does hereby retain the Vendor to provide Asphalt Concrete (SI, SII and Millings) as directed by the County and as further described in the *Technical Specifications/Scope of Work* and all applicable issued addenda attached hereto as Attachment "A" and made a part hereof. All materials shall conform to the current FDOT Standard Specifications for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards Index. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

**SECTION 2. Receiving/Payment/Invoicing**

**No payment will be made for materials without proper County authorization and approval.** The County shall pay the Vendor within forty-five (45) calendar days of receipt of invoice by the Road Department with a copy provided to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com), pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission of an invoice, with the Contract number referenced thereon. Payment in advance of receipt of materials by the County cannot be made.

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

**SECTION 3. Acceptance of Materials**

Receipt of materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

**SECTION 4. Firm Prices**

Prices for materials covered in the specifications of this Contract shall remain firm for the period of this Contract; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

**SECTION 5. Fund Availability**

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

**SECTION 6. Permits/Licenses/Fees**

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

**SECTION 7. Taxes**

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

**SECTION 8. Laws Governing this Contract**

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

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shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**SECTION 9. Changes**

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

**SECTION 10. Modifications**

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

**SECTION 11. Assignment & Subcontracting**

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

**SECTION 12. Severability**

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

**SECTION 13. Termination for Default**

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

**SECTION 14. Termination for Convenience**

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be

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responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

**SECTION 15. Force Majeure**

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

**SECTION 16. Access and Audits**

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

**SECTION 17. Vendor Responsibilities**

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

**SECTION 18. Public Emergencies**

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

**SECTION 19. Period of Contract/Option to Extend or Renew**

This Contract shall begin on the date of execution and terminate September 30, 2023. The performance period of this Contract may be extended upon mutual written agreement between the Vendor and the County with no change in terms or conditions for two (2) additional one (1) year periods. Any extensions shall be signed and approved by both parties sixty (60) days prior to

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expiration. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

**SECTION 20. Probationary Period**

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

**SECTION 21. Supervision**

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

**SECTION 22. Indemnification and Insurance**

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of this Contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Sub-vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Sub-vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Sub-vendor under Workers’ Compensation acts, disability benefit acts, or other employee benefits act.

The Vendor shall, and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage’s, limits, including endorsements, as described in the *Certificate of Liability Insurance*, a copy of which is attached hereto as Exhibit ”1” and made a part hereof. The requirements contained herein, as well as the County’s review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

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**SECTION 23. Dispute Resolution**

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

**SECTION 24. E-Verify System**

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by Contractor to perform employment duties within Florida during the term of the Agreement; and
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the Agreement with Owner. Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with Owner; and
3. Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also execute an affidavit attesting that Contractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement; and
4. Contractor shall also require all subcontractors to execute an affidavit attesting that

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the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement.

5. If Owner has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the Agreement shall be terminated.

6. If Owner has a good faith belief that a subcontractor knowingly violated §448.095(2), but Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor.

7. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

8. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.

9. If the contract is terminated for a violation of the Statute by Contractor, Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 24. Public Records**

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. 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.

c. 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 Vendor does not transfer the

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records to the public agency.

d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor 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.

**SECTION 25. Request for Records; Noncompliance**

A request to inspect or copy public records relating to a public agency's contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.


**SECTION 26. Civil Action**

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the public

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agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

**SECTION 27. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions**

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 28. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

[SIGNATURES CONTAINED ON NEXT PAGE]

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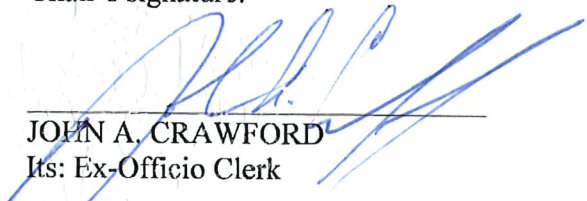
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**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

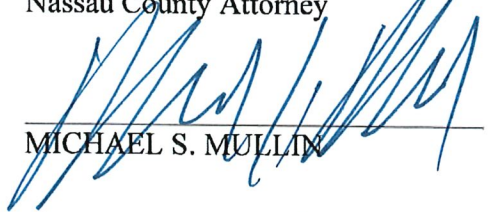


THOMAS R. FORD  
Its: Chairman

Attest as to authenticity of the  
Chair's signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

**DUVAL ASPHALT PRODUCTS, INC.**



By: Chris Wright  
Its: Assistant Secretary

State of: Florida  
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 22<sup>nd</sup> day of July, 20 21.

Personally known  or Produced Identification \_\_\_\_\_.

Melinda Spradling  
Notary Public



8-20-22  
My commission expires

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**ATTACHMENT "A"**  
**TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

1. The period of the resulting contract will be from contract execution through September 30, 2023 with two (2) optional one-year extensions.
2. Payment terms for a local governmental entity for the purchase of goods or services other than construction services is forty-five (45) days per Florida Statute 218.74.
3. Price quotes are to be F.O.B. Destination.
4. All charges must be indicated on the Bid Sheet. If not, the County will reject those charges if invoiced.
5. Complete description and specifications of product must accompany each and every bid.
6. All materials shall conform to the current FOOT Standard Specifications for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards Index.

## ATTACHMENT "B"

## BID PRICE SHEET

Item	Description	Price New	Price Recycled
<b>1.0 ASPHALTIC CONCRETE SI- bid price shall indicate price per ton delivery made to Nassau County Vehicle</b>			
1.1	Job Quantities 0-100 tons	\$100.00	\$ 75.00
1.2	Job Quantities 101-800 tons	\$100.00	\$ 75.00
1.3	Job Quantities 801-2400 tons	\$100.00	\$ 75.00
1.4	Job Quantities 2401 and over tons	\$100.00	\$ 75.00
<b>2.0 ASPHALTIC CONCRETE SI- bid shall indicate price per ton F.O.B. to job sites in truck delivery to listed area locations in Nassau County, Florida</b>			
2.1	Hilliard Area- Job Quantities 0-100 tons	\$135.00	\$ 115.00
2.2	Hilliard Area- Job Quantities 101-800 tons	\$135.00	\$ 115.00
2.3	Hilliard Area- Job Quantities 801-2400 tons	\$135.00	\$ 115.00
2.4	Hilliard Area- Job Quantities 2401 & over tons	\$ 135.00	\$ 115.00
2.5	Callahan Area- Job Quantities 0-100 tons	\$135.00	\$ 115.00
2.6	Callahan Area- Job Quantities 101-800 tons	\$135.00	\$ 115.00
2.7	Callahan Area- Job Quantities 801-2400 tons	\$135.00	\$ 115.00
2.8	Callahan Area- Job Quantities 2401 & over tons	\$135.00	\$ 115.00
2.9	Yulee Area- Job Quantities 0-100 tons	\$135.00	\$ 115.00
2.10	Yulee Area- Job Quantities 101-800 tons	\$135.00	\$ 115.00
2.11	Yulee Area- Job Quantities 801-2400 tons	\$135.00	\$ 115.00
2.12	Yulee Area- Job Quantities 2401 & over tons	\$135.00	\$ 115.00
2.13	Fernandina Beach Area- Job Quantities 0-100 tons	\$135.00	\$ 115.00
2.14	Fernandina Beach Area- Job Quantities 101-800 tons	\$135.00	\$ 115.00
2.15	Fernandina Beach Area- Job Quantities 801-2400 tons	\$135.00	\$ 115.00
2.16	Fernandina Beach Area- Job Quantities 2401 & over tons	\$135.00	\$ 115.00
<b>3.0 ASPHALTIC CONCRETE- SIII- bid shall indicate price per ton delivery to Nassau County Vehicle</b>			
3.1	Job Quantities 0-100 tons	\$100.00	\$ 75.00
3.2	Job Quantities 101-800 tons	\$100.00	\$ 75.00
3.3	Job Quantities 801-2400 tons	\$100.00	\$ 75.00
3.4	Job Quantities 2401 and over tons	\$100.00	\$ 75.00
<b>4.0 ASPHALTIC CONCRETE- SIII- bid shall indicate price per ton F.O.B. to job sites in truck delivery to listed area locations in Nassau County, Florida</b>			
4.1	Hilliard Area- Job Quantities 0-100 tons	\$135.00	\$ 115.00
4.2	Hilliard Area- Job Quantities 101-800 tons	\$135.00	\$ 115.00
4.3	Hilliard Area- Job Quantities 801-2400 tons	\$ 135.00	\$ 115.00
4.4	Hilliard Area- Job Quantities 2401 & over tons	\$135.00	\$ 115.00
4.5	Callahan Area- Job Quantities 0-100 tons	\$135.00	\$ 115.00
4.6	Callahan Area- Job Quantities 101-800 tons	\$135.00	\$ 115.00
4.7	Callahan Area- Job Quantities 801-2400 tons	\$135.00	\$ 115.00
4.8	Callahan Area- Job Quantities 2401 & over tons	\$135.00	\$ 115.00
4.9	Yulee Area- Job Quantities 0-100 tons	\$ 135.00	\$ 115.00
4.10	Yulee Area- Job Quantities 101-800 tons	\$135.00	\$ 115.00

NASSAU COUNTY INVITATION TO BID  
NC21-004 – ASPHALT CONCRETE (SI, SIII, AND MILLINGS)

4.11	Yulee Area- Job Quantities	801-2400 tons	\$135.00	\$115.00
4.12	Yulee Area- Job Quantities	2401 & over tons	\$135.00	\$115.00
4.13	Fernandina Beach Area- Job Quantities	0-100 tons	\$135.00	\$115.00
4.14	Fernandina Beach Area- Job Quantities	101-800 tons	\$135.00	\$115.00
4.15	Fernandina Beach Area- Job Quantities	801-2400 tons	\$135.00	\$115.00
4.16	Fernandina Beach Area- Job Quantities	2401 & over tons	\$135.00	\$115.00
<b>5.0 MILLING- bid shall indicate price per ton delivery to Nassau County Vehicle</b>				
5.1	Job Quantities	0-100 tons	\$No Bid	\$20.00
5.2	Job Quantities	101-800 tons	\$No Bid	\$20.00
5.3	Job Quantities	801-2400 tons	\$No Bid	\$20.00
5.4	Job Quantities	2401 and over tons	\$No Bid	\$20.00
<b>6.0 MILLING- bid shall indicate price per ton F.O.B. to job sites in truck delivery to listed area locations in Nassau County, Florida</b>				
6.1	Hilliard Area- Job Quantities	0-100 tons	\$No Bid	\$45.00
6.2	Hilliard Area- Job Quantities	101-800 tons	\$No Bid	\$45.00
6.3	Hilliard Area- Job Quantities	801-2400 tons	\$No Bid	\$45.00
6.4	Hilliard Area- Job Quantities	2401 & over tons	\$No Bid	\$45.00
6.5	Callahan Area- Job Quantities	0-100 tons	\$No Bid	\$45.00
6.6	Callahan Area- Job Quantities	101-800 tons	\$No Bid	\$45.00
6.7	Callahan Area- Job Quantities	801-2400 tons	\$No Bid	\$45.00
6.8	Callahan Area- Job Quantities	2401 & over tons	\$No Bid	\$45.00
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6.10	Yulee Area- Job Quantities	101-800 tons	\$No Bid	\$45.00
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6.12	Yulee Area- Job Quantities	2401 & over tons	\$No Bid	\$45.00
6.13	Fernandina Beach Area- Job Quantities	0-100 tons	\$No Bid	\$45.00
6.14	Fernandina Beach Area- Job Quantities	101-800 tons	\$No Bid	\$45.00
6.15	Fernandina Beach Area- Job Quantities	801-2400 tons	\$No Bid	\$45.00
6.16	Fernandina Beach Area- Job Quantities	2401 & over tons	\$No Bid	\$45.00

**Company Name:** Duval Asphalt Products, Inc.

**Address:** 7544 Phillips Hwy

**City, State, Zip:** Jacksonville, FL 32256

**Contact Person:** Chris Wright

**Contact's Email Address:** cwright@duvalasphalt.com

**Phone:** 904-296-2020

**Fax:** 904-296-6574



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED Duval Asphalt Products, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

#### CURRENT BLANKET POLICY FORMS:

##### GENERAL LIABILITY

- 1) CG2010 1219 - ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION (ADDITIONAL INSURED - ONGOING OPERATIONS, ADDITIONAL INSURED- MANAGER OR LESSOR PREMISES)
- 2) CG2037 1219 - ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS – COMPLETED OPERATIONS (ADDITIONAL INSURED - COMPLETED OPERATIONS)
- 3) CG2404 - WAIVER OF SUBROGATION - (WAIVER OF SUBROGATION)
- 4) CG2001 - PRIMARY AND NON-CONTRIBUTORY- OTHER INSURANCE CONDITION - (PRIMARY AND NON-CONTRIBUTORY)
- 5) CG0224 1093 - EARLIER NOTICE OF CANCELLATION PROVIDED BY US (60 DAY NOC)

##### AUTO LIABILITY

- 1) CA2048 1013 - DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE (ADDITIONAL INSURED)
- 2) CA2001 1013 - ADDITIONAL INSURED & LOSS PAYEE ENDORSEMENT (LOSS PAYEE)
- 3) PCA024 1013 - WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)

##### WORKERS COMPENSATION

- 1) WC000313 - WAIVER OF SUBROGATION (WAIVER OF SUBROGATION)

##### UMBRELLA LIABILITY

- 1) GAI6002 0697 - PROTECTOR UMBRELLA COVERAGE FORM (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)

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