

BOCC CONTRACT APPROVAL FORM

CS-21-060

(Contract Management Use only)
CONTRACT TRACKING NO.
CM3020

GENERAL INFORMATION

Requesting Department: ROAD DEPARTMENT

Contact Person: Cameron L Hansen

Telephone: (904) 530-6175 Fax: (904) 845-3613 Email: chansen@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: TRP Construction Group, LLC

Address: 2411 Minnis Drive, Haltomcity, TX 76117
City State Zip

Contractor's Administrator Name: Robert C. Tolle Title: Vice President

Telephone: (321) 332-1335 Fax: () N/A Email: bucka@trpconstructiongroup.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Robert C. Tolle

Authorized Signatory Email: bucka@trpconstructiongroup.com

CONTRACT INFORMATION

Contract Name: Pavement Striping and Marking

Description: Painted striping and or thermoplastic striping of newly constructed roads, overlaid roads, roadway improvements, roadway repairs and county complexes within the County.

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Terms: Payment Period: September 30, 2023, with (2) optional 1-year extensions. Amount per Period: Varies per project

Total Amount of Contract: \$150,000.00 approximately
APPROXIMATE IF NECESSARY

Source of Funds: 03404541-534008 Termination/Cancellation: _____

Authorized Signatory: Thomas R. Ford, Chairman

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Date of execution to: September 30, 2023 with (2) optional 1- year extensions

Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount of Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amendment Amount: _____

Continued on next page

CHECKLIST		
<i>Complete and attach before sending contract for final signature</i>		
Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. *Sony Podisk* 9/3/2021
 Department Head Signature Date Submitting Department
2. *[Signature]* 9/3/2021 03404541-534008
 Procurement Date Funding Source/Acct #
3. *Megan Diehl* 9/3/2021
 Office of Management & Budget Date
4. *Michael S. Mullin* 9/7/2021
 County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. *Taco E. Poppy AICP* 9/7/2021
 County Manager Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance

CONTRACT FOR ROADWAY STRIPING AND PAVEMENT MARKINGS

THIS CONTRACT entered into this 11th day of October, 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 **TRP CONSTRUCTION GROUP, LLC** located at 2411 Minnis Drive, Haltom City, Texas 76117, hereinafter referred to as the "Vendor".

WHEREAS, the County received sealed bids for Roadway Striping and Pavement Markings, Bid No. NC21-002, on March 10, 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 and/or Materials to be Provided

The County does hereby retain the Vendor to provide Roadway Striping and Pavement Markings 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 services and/or 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 services and/or 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, 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 services and/or 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 services and/or 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 Services and/or Materials

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or 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 services and/or 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 services and/or 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 services and/or 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 services and/or 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

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shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach 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 services and/or 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 services and/or 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 services and/or 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 services and/or materials to the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services and/or 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 25. 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, 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 26. 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 27. 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 28. 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 29. 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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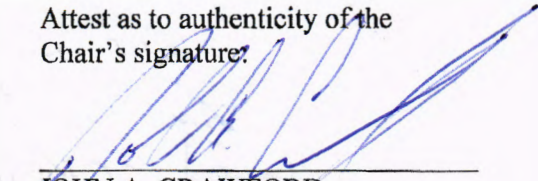
CM3020

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



~~THOMAS R. FORD~~ Aaron Bell
Its: ~~Chairman~~ Vice Chair

Attest as to authenticity of the
Chair's signature:



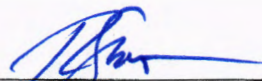
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



MICHAEL S. MULLIN

TRP Construction Group, LLC

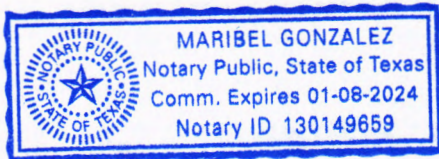


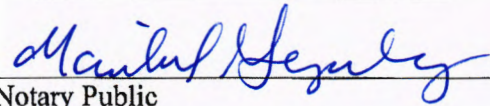
By: ROB EVERETT
Its: AUTHORIZED PERSON

State of: Texas
County of: Tarrant

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2nd day of November, 2021.

Personally known or Produced Identification _____.





Notary Public
01-08-2024

My commission expires

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Attachment "A"
Technical Specifications/Scope of Work

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

1. Duration of Contract: From execution through September 30, 2023 with two (2) optional one-year extensions.
2. The contract for Roadway Striping and Pavement Markings will be for various road construction, overlays, and rehabilitative projects. The work will include, but not be limited to, painted striping of newly constructed roads, overlaid roads, roadway improvements, roadway repairs and county complexes, thermoplastic striping of newly constructed roads, overlaid roads, roadway improvements, roadway repairs and county complexes, refurbishment of existing thermoplastic traffic markings and striping, replacement of painted and thermoplastic traffic markings and striping, and placement or replacement of retro-reflective pavement markers. All work shall be in accordance with Nassau County code and FDOT specifications.
3. Contractors must demonstrate expertise in the following areas:
 - a. Ensure striping/pavement markings are installed in accordance with Nassau County Standards and Codes, FDOT standards, plans and specifications.
 - b. Timely and accurate reporting of invoicing,
4. Contractors must be able to coordinate with Nassau County's designee to provide striping in conjunction with newly constructed or overlaid roads. Contractor must also have the ability to mobilize within a timely manner upon receipt of work request from Nassau County. Contractor shall begin work within fifteen (15) business days upon receipt of a Work Authorization or Purchase Order and complete the work within a mutually agreeable number of days.
5. Before any services can be performed, the Vendor must receive written notification in accordance with the practices of the User Division. Vendor shall provide a complete description and specifications of product for each order placed, to ensure products are on the approved product list.
6. Work under this contract shall not be performed on county, state and/or national holidays or during the Fernandina Beach Shrimp Festival, FCAT testing, except in time of emergency, and then only under written permission from the County who shall be the sole judge as to the urgency of that situation. Working hours will be from 7:30 AM to 4:00 PM, Monday through Friday unless written permission from the County for alternate days and hours is issued.

Attachment "B"
Bid Price Sheet

BID PRICE SHEET

Painted Pavement Markings: Bid Item No. 1 through 35; Thermoplastic Pavement Markings: Bid Item No. 36 through 70; Other Miscellaneous Items: Bid Item No. 71 through 75

Item No.	Item Description	Unit	Unit Price
Painted Pavement Markings			
1	Pavement Marking, Solid, 4" White	LF	\$.09
2	Pavement Marking, Solid, 6" White	LF	\$.18
3	Pavement Marking, Solid, 12" White	LF	\$ 1.00
4	Pavement Marking, Solid, 18" White	LF	\$ 1.50
5	Pavement Marking, Solid, 24" White	LF	\$ 2.00
6	Pavement Marking, Solid, 4" Yellow	LF	\$.05
7	Pavement Marking, Solid, 6" Yellow	LF	\$.15
8	Pavement Marking, Solid, 12" Yellow	LF	\$.65
9	Pavement Marking, Solid, 18" Yellow	LF	\$ 1.75
10	Pavement Marking, Solid, 24" Yellow	LF	\$.60
11	Pavement Marking, Skip, 4" White	LF	\$.06
12	Pavement Marking, Skip, 6" White	LF	\$.12
13	Pavement Marking, Skip, 4" Yellow	LF	\$.06
14	Pavement Marking, Double, 4" Yellow	LF	\$.09
15	Pavement Marking, Double, 6" Yellow	LF	\$.22
16	Pavement Marking, Skip, 4" White/Black	GM	\$ 400.00
17	Pavement Marking, Skip, 6" White/Black	GM	\$ 700.00
18	Pavement Marking, Skip, 4" Yellow	GM	\$ 175.00
19	Pavement Marking, Skip, 6" Yellow	GM	\$ 400.00
20	Pavement Marking, Solid, 4" White	NM	\$ 250.00
21	Pavement Marking, Solid, 4" Yellow	NM	\$ 275.00
22	Pavement Marking, Solid, 6" White	NM	\$ 800.00
23	Pavement Marking, Solid, 6" Yellow	NM	\$ 800.00
24	Message "STOP"	EA	\$ 70.00
25	Message "R/R"	EA	\$ 125.00
26	Message "ONLY"	EA	\$ 70.00
27	Message "MERGE"	EA	\$ 70.00
28	Message "SCHOOL"	EA	\$ 100.00
29	Message "YIELD"	EA	\$ 70.00
30	Message "DO NOT BLOCK"	EA	\$ 150.00
31	Arrow BIDIRECTIONAL	EA	\$ 80.00
32	Arrow DIRECTIONAL Left/Right	EA	\$ 45.00
33	Arrow DIRECTIONAL Straight	EA	\$ 45.00
34	Complete Handicap Parking Area	EA	\$ 150.00
35	Removal of Existing Markings	SQ FT	\$.50

BID PRICE SHEET

Painted Pavement Markings: Bid Item No. 1 through 35; Thermoplastic Pavement Markings: Bid Item No. 36 through 70; Other Miscellaneous Items: Bid Item No. 71 through 75

Item No.	Item Description	Unit	Unit Price
Thermoplastic Pavement Markings			
36	Pavement Marking, Solid, 4" White	LF	\$.40
37	Pavement Marking, Solid, 6" White	LF	\$.55
38	Pavement Marking, Solid, 12" White	LF	\$ 2.00
39	Pavement Marking, Solid, 18" White	LF	\$ 4.00
40	Pavement Marking, Solid, 24" White	LF	\$ 6.00
41	Pavement Marking, Solid, 4" Yellow	LF	\$.40
42	Pavement Marking, Solid, 6" Yellow	LF	\$.55
43	Pavement Marking, Solid, 12" Yellow	LF	\$ 1.60
44	Pavement Marking, Solid, 18" Yellow	LF	\$ 4.50
45	Pavement Marking, Solid, 24" Yellow	LF	\$ 7.50
46	Pavement Marking, Skip, 4" White	LF	\$.26
47	Pavement Marking, Skip, 6" White	LF	\$.40
48	Pavement Marking, Skip, 4" Yellow	LF	\$.40
49	Pavement Marking, Double, 4" Yellow	LF	\$.55
50	Pavement Marking, Double, 6" Yellow	LF	\$ 1.25
51	Pavement Marking, Skip, 4" White/Black	GM	\$ 1549.40
52	Pavement Marking, Skip, 6" White/Black	GM	\$ 3500.00
53	Pavement Marking, Skip, 4" Yellow	GM	\$ 530.00
54	Pavement Marking, Skip, 6" Yellow	GM	\$ 950.00
55	Pavement Marking, Solid, 4" White	NM	\$ 1800.00
56	Pavement Marking, Solid, 4" Yellow	NM	\$ 1800.00
57	Pavement Marking, Solid, 6" White	NM	\$ 3200.00
58	Pavement Marking, Solid, 6" Yellow	NM	\$ 3200.00
59	Message "STOP"	EA	\$ 100.00
60	Message "R/R"	EA	\$ 250.00
61	Message "ONLY"	EA	\$ 100.00
62	Message "MERGE"	EA	\$ 150.00
63	Message "SCHOOL"	EA	\$ 200.00
64	Message "YIELD"	EA	\$ 150.00
65	Message "DO NOT BLOCK"	EA	\$ 250.00
66	Arrow BIDIRECTIONAL	EA	\$ 140.00
67	Arrow DIRECTIONAL Left/Right	EA	\$ 100.00
68	Arrow DIRECTIONAL Straight	EA	\$ 90.00
69	Complete Handicap Parking Area	EA	\$ 225.00
70	Removal of Existing Markings	SQ FT	\$.75
Other Miscellaneous Items			
71	RPM Bi-Directional	EA	\$ 6.00
72	RPM Mono-Directional	EA	\$ 6.00

BID PRICE SHEET

Painted Pavement Markings: Bid Item No. 1 through 35; Thermoplastic Pavement Markings: Bid Item No. 36 through 70; Other Miscellaneous Items: Bid Item No. 71 through 75

Item No.	Item Description	Unit	Unit Price
73	Island Nose (Reflective Paint) White	SQ FT	\$ 5.00
74	Island Nose (Reflective Paint) Yellow	SQ FT	\$ 5.00
75	Reflective Pavement Marker Removal	EA	\$ 1.00

**Reminder: This form must be submitted along with the bid. Failure to do so, may be cause for disqualification*

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Specifications and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth below.

Company: TRP Construction Group, LLC

Address: 2411 Minnis Drive

City, State, Zip: Haltom City, TX 76117

Phone: 321-332-1335 Fax: 321-363-4395

Email: bucka@trpconstructiongroup.com

Signature: 

Printed Name and Position: Robert C. Tolk

Exhibit "1"
Certificate of Liability Insurance



TRPCONS-01

LWOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2021

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 Mullis Newby Hurst – Texas 6057 Keller Springs Road Suite 400 Addison, TX 75001	CONTACT NAME: Leah Wood PHONE (A/C, No, Ext): (972) 201-0131 FAX (A/C, No): E-MAIL ADDRESS: lwood@mnhins.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td></td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee & Liability Insurance Company</td> <td></td> <td>26247</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Zurich American Insurance Company		16535	INSURER B : American Guarantee & Liability Insurance Company		26247	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED TRP Construction Group LLC TRP Infrastructure Services, LLC 2213 Moneda Drive Fort Worth, TX 76117																					

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 LWOOD	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"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO-7121965	2/12/2021	2/12/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea.occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP-7121968	2/12/2021	2/12/2022	COMBINED SINGLE LIMIT (Ea. accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC 7161939	2/12/2021	2/12/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC-7121967	2/12/2021	2/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Nassau County - NC21-002 Pavement Striping and Marking

Certificate Holder includes: Nassau County Board of County Commissioners

CERTIFICATE HOLDER Nassau County Board of County Commissioners 98135 Nassau Place Suite 2 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
--	--

AGENCY CUSTOMER ID: TRPCONS-01

LWOOD

LOC #: 0



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Mullis Newby Hurst – Texas		NAMED INSURED TRP Construction Group LLC TRP Infrastructure Services, LLC 2213 Moneda Drive Fort Worth, TX 76117 Tarrant	
POLICY NUMBER SEE PAGE 1		NAIC CODE SEE P 1	
CARRIER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Certs

Applies only if applicable coverage is evidenced on Acord 25 – **CERTIFICATE OF LIABILITY INSURANCE**

The General Liability, Auto, and Umbrella/Excess policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder for ongoing and completed operations only when there is written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto, and Umbrella/Excess policies contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

The General Liability, Auto, Umbrella/Excess, and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires this.

The Automobile policy includes a Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

The Contractors Equipment policy includes a blanket Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO-7121965	2/12/2021	2/12/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TRP Construction Group, LLC

Address (including ZIP Code):

2213 Moneda St
Haltom City, TX 76117-5311

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, 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, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



Contractors Liability Supplemental Coverages And Conditions

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO-7121965	2/12/2021	2/12/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: _____ feet (If no amount is shown above, 51 feet applies.)
--

A. Non-owned Watercraft Liability Extended Coverage

Paragraph (2) of Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and
 - (b) Not being used to carry persons or property for a charge;

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

3. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph a. of the "insured contract" definition under the Definitions Section is replaced by the following:

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
5. Paragraph (ii) under Paragraph 4.b.(1) of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions** is replaced by the following:
- (ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;
6. The following definitions are added to the **Definitions** Section:
- "Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".
- "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph D. shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – Permits Or Authorizations

1. Section II – **Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:

- (a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and
- (b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

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

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph d. and the second to last paragraph under Paragraph 2. of **Supplementary Payments – Coverages A and B** are replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph f. and f.(1) through f.(3) of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies a person or organization for "personal and advertising injury":
 - (a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or
 - (b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or
- (5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

H. Medical Payments – Increased Reporting Period

Paragraph a. of Section I – **Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph 1.b. under **Supplementary Payments – Coverages A And B** is replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph 6. **Representations** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- (1) Fail to disclose all hazards existing at the inception of this policy; or
- (2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

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

M. Your Work Redefined

Paragraph a.(1) of the "your work" definition under the **Definitions** Section is replaced by the following:

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

All other terms and conditions of this policy remain unchanged.


ZURICH
Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol	Exp. Date of Pol	Eff. Date of End	Producer	Add'l Prem	Return Prem.
GLO-7121965	2/12/2021	2/12/2022			\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO-7121965	2/12/2021	2/12/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 - 1.** To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2.** At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Blanket	30

All other terms and conditions of this policy remain unchanged.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-7121968	2/12/2021	2/12/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the 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.
- (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.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage**1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

 - (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-7121968	2/12/2021	2/12/2022				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Blanket	30

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

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

ALL PERSONS AND/OR ORGANIZATIONS
THAT ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT WITH THE INSURED, EXECUTED PRIOR
TO THE ACCIDENT OR LOSS, THAT WAIVER OF
SUBROGATION BE PROVIDED UNDER THIS POLICY
FOR WORK PERFORMED BY YOU FOR THAT PERSON
AND/OR ORGANIZATION.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement

Effective Policy No. WC-7121967

Endorsement No.

Insured: TRP Construction Group, LLC

Premium \$

Insurance Company Zurich American Insurance Company

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 35

NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Blanket	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. WC-7121967

Endorsement No.
Premium \$

Insurance Company: Zurich American Insurance Company