

WORK AUTHORIZATION # CM2686-WA02 NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Consultant:	Grading & Bush Hog Services, Inc.	
Contract Number:	CM2686	
Contact Name:	Scott Griffin	
Contact Number:	904-276-3314	
Email:	gbhsinc@bellsouth.net	

	CURRENT	WORK AUTHORIZATION	
Project Short Title: S. 1	4th St & Mystic Gu	ardrail Modifications	
CONTRACT OVERVI			
Date Submitted	12/7/21	Total of Previous Authorizations	\$131,953,75
Amount	\$14,005.00	This Work Authorization	\$14,005.00
Scheduled Completion	12/30/21	Current Contract Total	\$145,958.75

This Work Authorization is to the AGREEMENT between Nassau County and Grading & Bush Hog Services, Inc. ("Vendor") for Guardrail Removal/Replacement/Installation Services, dated June 19, 2019. Prior work for this contract was performed through purchase orders with the exception of Work Authorization 01 (CM2686-WA01). The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Services Described as:

Vendor shall provide guardrail modifications to guardrail located at S. 14th St and Mystic Lane in Fernandina Beach in accordance with the proposal dated 10/7/21, a copy of which is attached hereto as Exhibit "A".

ARTICLE 2. Time Schedule

Vendor anticipates their earliest starting date to be 10 days from receipt of execution of this Work Authorization, and estimates the work to be completed by December 30, 2021.

ARTICLE 3. Budget

Vendor will perform the services outlined herein for the lump sum amount of \$14,005.00. Vendor's fee amounts are detailed further in Exhibit "A". Vendor will be using rates previously established under Contract CM2686.

ARTICLE 4. Other Provisions

The Services covered by this Work Authorization will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. Additional terms or contract provisions whether submitted purposely or inadvertently, shall have no force or effect. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

In presenting this Work Authorization, Vendor agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Vendor. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed scope of services are attached.

AGREED TO BY:

BY: Scott Griffin

Print Name: Scott Griffin

Title: President
Date: 12/21/2021

ACCOUNT NO.: 03405541-546000 BRDGR

RECOMMENDED AND APPROVED BY NASSAU COUNTY:

County Engineer:	Robert Companion
, ,	Robert T. Companion, County Engineer
Procurement:	Marshall Eyerman
	Marshall Eyerman, Asst. County Manager
Office of Management & Budget:	Marshall Eyerman
County Manager:	
	Taco E. Pope, AICP
Ex-Officio Clerk:	N/A
	John A. Crawford, Clerk of Court
County Attorney:	Denise l. May, lsq., BlS
	Denise C. May, Asst. County Attorney
APPROVED by the BOARD OF 0	COUNTY COMMISSIONERS, this day of
	BOARD OF COUNTY COMMISSIONERS
	NASSAU COUNTY, FLORIDA
	DI/A
	N/A Thomas R. Ford
	Chairman

ACCOUNT NO.: 03405541-546000 BRDGR

Grading Bush Hog Services, Inc. P.O. Box 844 Middleburg, FL. 32050 Office 904-276-3314 Fax 904-276-0216

10/7/2021

Exhibit A

Nassau County Road Dept. 904-503-6175 Office 904-753-4005 Cell 904-845-3613 Fax

Attn: Robert Companion

RE: Guardrail Modifications; S. 14th St. @ Mystic Ln.; Nassau County

Dear Robert,

CM2686-WADI

Please accept this as a quote to install guardrail at the above referenced location. If you have any questions, I can be reached at 904-219-6326.

Item No.	Qty		<u>Unit</u>	Description	Unit Price	Ext, Price
102-1		2	EA	Maintenance of Traffic	\$1,200.00	\$2,400.00
536-85-24		3	EA	Guardrail End Anchorage Assem. (Parallel)	\$3,000.00	\$9,000.00
536-1-1		81.25	LF	Guardrail (Roadway)	\$24.00	\$1,950.00
536-8-6		2	EA	Guardrall End Anchorage Assem. Remove	\$150.00	\$300.00
E536322515		3	EA	End Anchor Assembly (Replace Amber Reflect Sheet)	\$35.00	\$105.00
536-73		50	LF	Guardrail Removal	\$5.00	\$250.00

*Duration 2 Days \$14,005.00 Totai

Sincerely,

Scott Griffin President

Completed 11/24/2001

VENDOR NAME/ADDRESS

Phone: 904-276-3314

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Grading & Bush Hog Services, Inc. 96135 Nassau Place Suite 1
P.O. Box 844 Yulee, FL 32097

Middleburg, FL 32050

PAGE

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DEPARTMENT

Engineering

Shelley Caldwell

Robert T. Companion, PE

					REQUESTED BY:
DNOOR NUMBER	PURCHASE ORDERING	MODER	PURCHASEON	DER DATE FUR	CHASS ORDER TOTAL DISCOUNT TER
- A		To the second	(ibm eq co		
BALKO.	Encumber funds for 14th & Mystic Guardrail Modificiations	1	The state of the s	\$ 14,005.00	03405541-546000 BRDGR
	CM2686-WA02				
	CM2686-WA02 provided with this PO request				
					3000
W WW.					
		-			

ORIGINAL - FINANCE COPY COPY- DEPARTMENT COPY Subtotal

Total

\$ 14,005.00

Department Head

I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Robert Companion

12/20/2021

Office of Management and Budget

I certify that, to the best of my knowledge, funds are available for payment and this purchase consistent with the Nassau County Purchasing Policy.

Marshall Eyerman

County Manager

I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval. 12/20/2021

TZ

CONTRACT FOR GUARDRAIL REMOVAL/REPLACEMENT/INSTALLATION SERVICES

THIS CONTRACT entered into this 19th day of June , 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and GRADING & BUSH HOG SERVICES, INC., A FLORIDA CORPORATION, whose address is P.O. Box 844, Middleburg, Florida 32050, hereinafter referred to as "Vendor".

WHEREAS, the County received sealed bids for Guardrail Removal/Replacement/Installation Services, Bid No. NC19-009 on or before March 19, 2019 at 4:00 p.m.; and

WHEREAS, the Road and Bridge Department determined that Vendor was the lowest, most responsive and responsible bidder for the bid items as set forth in Attachment "B"; and

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

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish materials, good and/or services as further described in the *Technical Specifications/Scope of Work* attached hereto as Attachment "A" and made a part hereof. Required goods, materials and services shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for materials ordered without proper purchase order authorization. The County shall pay the Vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Fla. Stat. §218.70). Payment shall not be made until materials, goods and/or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the purchase order number referenced thereon and mailed to the address set forth in the purchase order. Payment in advance of receipt of materials, goods and/or services by the County cannot be made.

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

SECTION 3. Acceptance of Materials, Goods and/or Services

Receipt of materials, goods and/or services shall <u>not</u> constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the materials, goods and/or services meet bid specifications and conditions. Should the materials, goods and/or services 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 may authorize the recipient to refuse final acceptance of the materials, goods and/or services. Should a representative of the County agree to accept the materials, goods and/or services on condition that the Vendor will correct his/her performance within a stipulated time period, then payment will be withheld until the materials, goods and/or services are received or performed as specified.

SECTION 4. Inspection/Acceptance Title

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of the County, unless loss or damage results from negligence by the County or it's using department.

SECTION 5. Firm Prices

Prices for materials, goods and/or services covered in the specifications shall be firm; net delivered to the ordering agency, F.O.B. DESTINATION, Vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

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

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees associated with the materials, goods and/or services will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

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

SECTION 9. Laws Governing this Contract

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

SECTION 10. Changes

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

SECTION 11. Modifications

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

SECTION 12. Assignment and Subcontracting

The Vendor will not be permitted to assign its Contract with the County, or to subcontract any of the materials, goods and/or services to be received or performed without obtaining prior written approval by the County.

SECTION 13. Severability

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

SECTION 14. Termination for Default

This 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 comply with one or more of the provisions of the Contract.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written termination from the County, the Vendor shall only provide those materials, goods and/or services specifically approved or directed by the County at the time of receipt of written termination. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any approved materials, goods and/or services, provided that the Vendor is not in breach or default of the Contract.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to deliver and/or 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 deliver and/or perform must be totally beyond the control, and without any fault or negligence, of either party.

SECTION 17. Access and Audits

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

SECTION 18. Vendor Responsibilities

The Vendor will provide the materials, goods and/or services agreed upon in a timely and professional manner in accordance with the specifications outlined in Attachment "A".

SECTION 19. Public Emergencies

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

materials, goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Performance Period of Contract/Option to Extend or Renew

This Contract shall begin on the date of execution and terminate three (3) years from the date of execution. The performance period of this Contract may be extended upon mutual agreement between the Vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. The total length of the Contract, including any extensions, shall be at the sole discretion of the County. Any amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. 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, which may include delivery of materials and goods and satisfactory progress of completion of services, and a new award be granted without another formal bid.

SECTION 22. Escalation Clause

Ninety (90) days prior to the end of the Contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any, and all, proposed increases are subject to approval by the County.

SECTION 23. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees delivering materials or goods or 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 24. 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 any of the materials, goods and/or services made part 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 any subcontractor approved by the County, 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 County approved subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any County approved subcontractor 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 *General Information and Minimum Insurance Requirements Form*, attached hereto as Attachment "C". 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.

SECTION 25. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head of the using department or Vendor, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee) of the using department and a representative of the Vendor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee) of the using department, the County Attorney and the County Manager shall meet with the Vendor's representative(s)

within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Unless either party initiates a Court proceeding, and the Court appoints a mediator, the County shall select a mediator. Regardless of whether a mediator is selected by the County or appointed by the Court, all costs associated with said mediation shall be the responsibility of the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution unless directed to do so by the County. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Venue for any mediation shall be in Nassau County, Florida. Venue for any litigation shall be in state court in Nassau County, Florida.

SECTION 26. Public Records

The County is a public agency subject to Fla. Stat. §119. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF FLA. STAT. §119, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Vendor is providing services to the County, and pursuant to Fla. Stat. §119.0701, 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 contractor does not transfer the 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 27. Request for Records; Noncompliance

A request to inspect or copy public records relating to a public agency's contract for services 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 Fla. Stat. §119.10.

SECTION 28. Civil Action

If a civil action is filed against a Vendor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney's 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, to 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 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 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, each of which shall be deemed an original on this day and year first above written.

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

JUSTIN M. TAYLOR

Its: Chairman

Attest as to authenticity of the

Chair's signature:

OHN A. CRAWFORD

Approved as to form and legality by the Nassau County Attorney,

MICHAEL S. MULLE

Grading & Bush Hog Services, Inc.

By: Scott Griffin

STATE OF Florida
COUNTY OF Clay

Before me personally appeared, Scott October, who is personally known or produced as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 29 day of May, 2019.

Notary Signature

Notary-Public-State of Florida at large My Commission expires:

SHIRLEY ANN CARMICHAEL Notary Public, State of Florida My Comm. Expires 3/3/22 Commission No. GG 170426

ATTACHMENT "A" - TECHNICAL SPECIFICATIONS/SCOPE OF WORK

TECHNICAL SPECIFICATIONS GUARDRAIL REMOVAL/REPLACEMENT/INSTALLATION BID NUMBER NC19-009

- 1. The payment due date for a local government entity for the purchase of goods or services other than construction services is 45 days per Fla. Stat. §218.74.
- 2. Materials must meet current Florida Department of Transportation specifications for Guardrail Removal/Replacement/Installation Section 536 & 538.
- 3. Guardrail Removal/Replacement/Installation be performed by two weeks of receipt of the purchase order.
- 4. The County shall be billed only for amount ordered by the department; excess charges will be refused.
- 5. All charges must be on the Bid Sheet. If not, Nassau County will have the authority to reject those charges.
- 6. Complete description and specifications of services must accompany each and every bid.
- 7. Guardrail Removal/Replacement/Installation shall conform to the applicable section of the current specifications of Florida Department of Transportation Standard Specifications for Guardrail Removal/Replacement/Installation.
- 8. Bidders are required to fill out the following bid sheet:

ATTACHMENT "B"- BID PRICE SHEET

GUARDRAIL REMOVAL/REPLACEMENT/INSTALLATION SERVICES BID PRICE SHEET BID NO. NC19-009

BID ITEM NO.	FDOT PAY	GUARDRAIL ITEMS - DESCRIPTION	UNIT (PER)	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	102-1	Maintenance of Traffic	DAY	1	1200.00	1,200.0
2	104-10-3	Sediment Barrier	LF	1	.25	.2
3	104-11	Floating Turbidity Barrier	LF	1	1.00	1.0
4	104-12	Staked Turbidity Barrier	LF	1	1.00	1.0
5	104-18	Inlet Protection System	EA	1	1.00	1.0
6	110-3	Removal of Existing Structure	LF	1	1.00	1.0
7	339-1	Miscellaneous Asphalt Pavement	TN	1	500.00	500.00
8	400-143	Cleaning & Coating Concrete Surface	SF	1	25.00	25.0
9	400-145	Cleaning Concrete Surface	SF	1	5.00	5.0
10	415-1-6	Reinforcing Steel (Miscellaneous)	LB	1	1.00	1.0
11	460-70-1	Aluminum Bullet Railing - Single Rail	LF	1	30.00	30.0
12	460-70-2	Aluminum Bullet Railing - Double Rail	LF	1	40.00	40.0
13	460-70-3	Aluminum Bullet Railing - Triple Rail	LF	1	60.00	60.0
14	615-1-2	Aluminum Pipe Handrail	LF	1	60.00	60.0
15	515-2-3	Pedestrian/Bicycle Railing	LF	1		
16	520-2-9	Concrete Curb - Bridge Transition Block	LF	1	60.00	60.0
17	536-1-1	Guardrail (Roadway)	LF	1	750.00	750.0
18	536-1-1	Guardrail (Roadway)	LF		24.00	24.0
19				1	24.00	24.0
20	536-1-3	Guardrail (Roadway, Double Face)	LF	1	5.00	5.0
	536-1-5	Guardrail (Roadway, Thrie Beam)	LF	1	30.00	30.0
21	536-1-9	Guardrail (Roadway, Thrie Beam Double Face)	LF	1	5,00	5.0
22	536-1-11	Guardrail (Roadway, Modified Thrie Beam)	LF	1	40.00	40.0
23	536-1-12	Guardrail (Roadway, Modified Thrie Beam Double Face)	LF	1	8.00	8.0
24	536-2	Guardrail - Shop Bent Panels	LF	1	24.00	24.0
25	536-5-1	Rub Rall for Guardrail Single Sided	LF	1	6.00	6.0
26	536-5-2	Rub Rail for Guardrail Double Sided	LF	1	6.00	6.0
27	536-7	Special Gaurdrail Post	EA	1	250,00	250.00
28	536-8	Guardrail Bridge Anchorage Assembly (F&I)	EA	1	2500.00	2,500.0
29	536-8-3	Guardrail Bridge Anchorage Assembly (Relocate)	EA	1	150.00	150.0
30	536-8-6	Guardrail Bridge Anchorage Assembly (Remove)	EA	1	150.00	150,0
31	536- 73	Guardrail Removal	LF	1	5.00	5.0
32	536-76	Guardrail Post - Special Length	EA	1	60.00	60.0
33	536-82	Guardrail Achorage - Concrete Barrier Wall	EA	1	150.00	150.0
34	536-83-1	Guardrail Post Replacement (Regular)	EA	1	70.00	70.0
35	536-83-3	Guardrail Post Replacement (Steel in Concrete)	EA	1	1.00	1.0
36	536-83-4	Guardrail Post Replacement (Steel in Asphalt)	EA	1	60.00	60.0
37	536 -83-5	Guardrail Post Replacement (Steel in Soil)	EA	1	60.00	60.0
38	536-83-6	Guardrail Post Replacement (Wooden in Asphalt)	EA	1	60.00	60.0
39	536-83-7	Guardrali Post Replacement (Wooden in Soil)	EA	1	60.00	60.0
40	536-85-22	Guardrail End Anchorage Assembly (Flared)	EA	1	2850.00	2.850.0
41	536-85-24	Guardrail End Anchorage Assembly (Parallel)	EA	1	3000.00	3,000.0
42	538-85-25		EA	1	900.00	900.0
43	536-85-26		EA	1	750 00	750 0
44	536-85-27	Guardrail End Anchorage Assembly (Double Face Terminal)	EA	1	150.00	150.0
45	538-1	Guardrall Reset	LF	1	10.00	10.0
46	570-1-2	Performance Turp, Sod	SY	1	5.00	10.0
47		Guardrail Repairs (Replace, Wood Block)	EA		15.00	5.0
48	E53612603	Guardrail Repairs (Replace, Plastic Block)	EA	1	15.00	15.0
49		End Anchor Assembly Flared (Replace Amber Reflect Sheet)	EA	1	35.00	15.0 35.0
50	BUA		CIB			
50	N/A	Minor Maintenance Repair Service Charge	HR	1	60.00	60.0

ATTACHMENT "B" - BID PRICE SHEET CONTINUED

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

Company: Grading & Bush Hog Services INC

Address: P.o. Box 844

City, State, Zip; Middleburg, Fa. 32050

By: (Signature)

Scott Griffin

(Above name printed or typed)

Phone: 904.276-3314 Fax: 904.276-0246

Email: 9665106 & Bells or th. net

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

ATTACHMENT "C"

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

Part One - Workers' Compensation Insurance - Unlimited

Statutory Benefits as provided in the Florida Statutes and

Part Two - Employer's Liability Insurance

Bodily Injury By Accident

\$500,000 Each Accident

Bodily Injury By Disease

\$500,000 Policy Limit

Bodily Injury By Disease

\$500,000 Each Employee

AUTOMOBILE LIABILITY INSURANCE

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

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

Combined Single Limit - Each Accident

\$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Supplier/Vendor, insured Sub-Sub-Supplier/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Supplier/Vendor or Sub-Sub-Supplier/Vendor.

UMBRELLA LIABILITY INSURANCE

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

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

Each Occurrence Limit

\$1,000,000

Aggregate Limit

\$1,000,000

Supplier/Vendor shall require each of his Sub-Supplier/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Umbrella Liability insurance coverage meeting the same limit and requirements as the Supplier/Vendors insurance.

^{*}If leased employees are used, policy must include an Alternate Employer's Endorsement

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

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

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

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

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

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

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

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145) CGL policy shall include broad form contractual liability coverage for the Supplier/Vendors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

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

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

All of the above referenced insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for

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Contract No.: CM2686 Bid No.: NC19-009

payment, Supplier/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

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

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

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

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2019

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).

CONTACT PRODUCER Libertate Insurance Services, LLC 707 East Washington Street Certificate Department PHONE (AIC, No. Est): E-MAIL, ADDRESS. FAX (AIC, No): 281-277-3006 Orlando, FL 32801 coi.request@sespeo.com INSURER(S) AFFORDING COVERAGE NAIC # www.libertateins.com HISURERA: Imperium Insurance Company 35408 Employer HR Synergies, LLC 4800 Sugar Grove Blvd. Suite 625 INSURER 8: INSURER C . INSURERO: Stafford TX 77477 MSURER E INSURER F COVERAGES **CERTIFICATE NUMBER: 47325392** 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. ADDL SURR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO HENTED PREMISES (Ea occure CLAIMS MADE OCCUR MED EXP (Any one person) S PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-POLICY PRODUCTS - COMP/OP AGG S OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY -ANY AUTO BODILY INJURY (Per person) S OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per a \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLALIAB ŝ OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE \$ RETENTIONS DED WORKERS COMPENSATION IAUS0000977801 3/1/2020 3/1/2019 STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE DEFICER/MEMBER EXCLUDED? EL EACH ACCIDENT \$1,000,000 [Mandatory in NH]
If yes, describe under
DESCRIPTION OF OPERATIONS below EL DISEASE . EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space to required) Coverage provided in all states, except in monopolistic states, for all leased employees but not subcontractors of: Grading & Bush Hog Services, Inc. Client ID: Effective

CERTIFICATE HOLDER

CANCELLATION

Nassau County Board of Commissioners 96 161 Nassau Place Yulee FL 32097 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

SOM

Paul R. Hughes
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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

4 1 4

5/31/2019

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).

Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548		CONTACT Paul Locascio PHONE (AC, No. Evil; 850-581-4925 (A)C, No.; 85	50-581-4930
INSURED GRAD-01 Grading & Bush Hog Services, Inc. P.O. Box 844 Middleburg FL 32050-0844		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Southern-Owners Ins. Co.	10190
		INSURER B : Owners Insurance Company	32700
	IG.	INSURER C	-
		INSURER D :	1
		INGURER E:	Brander Br
		INSURER F :	
COVERAGES	CERTIFICATE NUMBER: 87226271	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. POUCY EFF POUCY EXP ADDL SUBR TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY 78016425 11/14/2019 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (E4 occupre 11/14/2018 \$ 1,000.000 CLAMS-MADE X OCCUR \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADVINUARY \$ 1,000,000 GENTL AGGREGATE LIMIT APPLIES PER: \$ 2,000,000 GENERAL AGGREGATE POLICY X PRO-PRODUCTS - COMPIOP AGG \$ 2,000,000 LOC OTHER COMMINED SINGLE LIMIT AUTOMOBILE LIABILITY \$1,000,000 4901842500 11/14/2018 11/14/2019 ANY AUTO BODILY INJURY (Per person) X OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) PROPERTY DAMAGE AUTOS ONLY X UMBRELLA LIAB 4901642501 11/14/2019 11/14/2018 OCCUR FACH OCCURRENCE \$3,000,000 EXCESS LIAB CLAIMS-MADE AGGREGATE \$ 3,000 000 DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLIDED? (Mandatory in NHT) E.L. EACH ACCIDENT C.L. DISEASE - EA EMPLOYEE & If yes, dractifu under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be atteched if more space is required)

RE: Contract No: CM2886 Bid No: NC19-009
Nassau County Board of Commissioners is listed as Additional Insured on a Primary & Non-Contributory basis, when required by written contract, as pertains to General Liability. Auto Liability and Lumbrolla policies. Waiver of Subrogation applies when required by written contract in favor of the Certificate Holder as respects to General Liability and Auto Liability.

Cancellation Provision: 30 Days Notice of Cancellation except 10 days for non-payment of premium as respects to General Liability, Auto Liability and Umbrella noticies.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Board of County Commissioners 96161 Nassau Place Yulee FL 32097 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

are La

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Agency Code 22-0882-00

Policy Number 114622-78016425

COMMERCIAL GENERAL LIABILITY 55373 (1-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under SECTION II - WHO IS AN INSURED, the following is added:

A person or organization is an Additional Insured. only with respect to liability arising out of "your work" for that Additional Insured by or for you:

- 1. If required in a written contract or agreement; or
- 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. Under SECTION III LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- C. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:
 - 1. The following provision is added to 4. Other Insurance:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

Agency Code 22-0882-00

Policy Number 49-016-425-00

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVER-AGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an insured under SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. 5. Our Right to Recover Payments is deleted and replaced by the following condition.

5. Our Right to Recover Payments
If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for bodily injury or property damage:

- a. Covered by the policy; and
- b. Arising out of the operation of autos covered by the policy, in accordance with the terms and conditions of a written contract between you and such person or entity

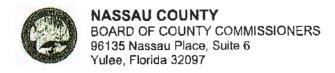
only if such rights have been waived by the written contract prior to the accident or loss which caused the bodily injury or property damage.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1



John Martin Aaron C. Bell Jeff Gray Thomas R. Ford Klynt Farmer Dist. No. 1 Fernandina Beach Dist. No. 2 Amella Island Dist. No. 3 Yulee Dist. No. 4 Bryceville/Hilliard Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

TACO E. POPE, AICP County Manager

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Nassau County Board of County Commissioners
Bid No./Contract No.: CM2686

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

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:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The 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 contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the 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. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) 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.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Grading Bushlundoes not employ, contract with, or substitution of the substitution o	Services Tec (Contractor Company Name) contract with an unauthorized alien, and is 48.095, Florida Statutes.
All employees hired on or after January 1, verified through the E-Verify system.	2021 have had their work authorization status
A true and correct copy of Grading Bus proof of registration in the E-Verify system	is attached to this Affidavit.
Print Name: Scott Griffin	
Date: 6 · //· 2021	
STATE OF FLORIDA	
COUNTY OF Clay	
The foregoing instrument was acknowledge or polline notarization, this // (Date of Officer or Agent, Title of Officer or Agent of Contractor Company Acknowledging)	t) of <u>Grading & Bush Hua Svc Tirc (Na</u> rne b, a <u>FLori da</u> (State or Place of the Corporation. He/She is personally known to
Notary Public	
John G Schneider Printed Name	GEORGE JOHN SCHNEIDER Notary Public, State of Florida My Comm. Expires 26/36/2024 Commission No. HH3/203
My Commission Expires: 8/30/2024	55mm65mm (40, 11137203

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.
All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.
A true and correct copy of <u>grading Bush hog Svc Trc</u> (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.
Print Name: Scott Griffin
Date: 6.11.202
STATE OF FLORIDA
COUNTY OF Clay
The foregoing instrument was acknowledged before me by means of ephysical presence or conline notarization, this // (Date) by Scott Griffin (Name of Officer or Agent, Title of Officer or Agent) of Grant age Bush the Svc. Tnc (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Personally known as identification.
Notary Public
John G Schneider GEORGE JOHN SCHNEIDER
Printed Name Notary Public, State of Florida My Comm. Expires 08/30/2024
My Commission Expires: 8/30/2024 Commission No. HH37203
my Commission Expired, profile of

Amber Carter

From:

Marshall Eyerman

Sent:

Monday, December 6, 2021 3:32 PM

To:

Shelley Caldwell

Cc:

Robert Companion; Abigail Shapiro; Evelyn J. Burton

Subject:

RE: Grading Bush Hog Services, Inc. Invoice and Procedure Violation

Can you route the WA today, so the cost can be tied to the contract. With the new process, this can be completed this week and the invoice can then also be routed this week. Please let me know if you have any questions.

-Marshall

Marshall Eyerman | Assistant County Manager

Nassau County, FL | Board of County Commissioners 96135 Nassau Płace | Yulee, FL 32097 P: (904) 530-6010 E: meyerman@nassaucountyfl.com

From: Shelley Caldwell <scaldwell@nassaucountyfl.com>

Sent: Monday, December 6, 2021 2:56 PM

To: Marshall Eyerman < meyerman@nassaucountyfl.com >

Cc: Robert Companion <rcompanion@nassaucountyfl.com>; Abigail Shapiro <ashapiro@nassaucountyfl.com>; Evelyn J.

Burton <eburton@nassaucountyfl.com>

Subject: Grading Bush Hog Services, Inc. Invoice and Procedure Violation

Marshall,

Please review the attached memo and invoice, and let us know how you want us to proceed. We are available for any questions you may have.

Shelley Caldwell Nassau County Engineering Services 96161 Nassau Place Yulee, FL 32097

Phone: 904 530-6225

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.



Nassau County Engineering Services 96161 Nassau Place Yulee, FL 32097 Robert T. Companion, PE County Engineer

MEMORANDUM

TO:

Marshall Eyerman

Assistant County Manager

FROM:

Robert T. Companion, PE

County Engineer

DATE:

December 6, 2021

RE:

Procedure Violation

Engineering Services has received an invoice from Grading Bush Hog Services, Inc. for guardrail installation at South 14th Street and Mystic Lane in Fernandina Beach. Grading Bush Hog Services has a contract with the County (CM2686), however, we have determined that the guardrail modifications were authorized without processing a Work Authorization or a Purchase Order.

We understand the correct procedure, and in the future, will make every effort to obtain approval of services prior to authorizing any construction.

Grading Bush Hog Services, Inc. has completed the guardrail modifications as invoiced (see attached), and we request the invoice is paid in a timely manner. If a funding source is needed, Engineering Services has money in account 03405541-546000 BRDGR.

If you need additional information concerning the payment of this invoice, please contact me.

Grading Bush Hog Services, Inc. P.O. Box 844 Middleburg, FL. 32050 Office 904-276-3314 Fax 904-276-0216

10/7/2021

Nassau County Road Dept. 904-503-6175 Office 904-753-4005 Cell 904-845-3613 Fax Attn: Robert Companion

RE: Guardrail Modifications; S. 14th St. @ Mystic Ln.; Nassau County

Dear Robert,

CM2686-WADI

Please accept this as a quote to install guardrail at the above referenced location. If you have any questions, I can be reached at 904-219-6326.

item No.	Qty	<u>Unit</u>	Description	Unit Price	Ext. Price
102-1	2	L EA	Maintenance of Traffic	\$1,200.00	\$2,400.00
536-85-24	3	EA	Guardrail End Anchorage Assem. (Parallel)	\$3,000.00	\$9,000.00
536-1-1	81.25	LF	Guardrail (Roadway)	\$24.00	\$1,950.00
536-8-6	2	EA	Guardrail End Anchorage Assem. Remove	\$150.00	\$300.00
E536322515	3	EA	End Anchor Assembly (Replace Amber Reflect Sheet)	\$35.00	\$105.00
536-73	50	LF	Guardrail Removal	\$5.00	\$250.00

*Duration 2 Days Total \$14,005.00

Sincerely,

Scott Griffin President

Completed 11/24/2021



RLS TRACKING #: 2021-215 (Entered by County Manager's Office)

REQUEST FOR LEGAL SERVICES-GENERAL(RLS-G)

DATE OF REQUEST: December 6, 2021	DEPT/DIV: Engineering Services
REQUESTER(S): Robert Companion	EXTENSION/EMAIL: rcompanion@nassaucountyfl.com
PRIORITY CLASSIFICATION: High	
REQUESTED RESPONSE: Approve WA CM2686-WAG	02 Grading & Bush Hog Services, Inc.
TITLE OF ITEM OR DOCUMENT: Work Authorization	CM2686-WA02
CRITICAL EVENT/DATE:	
Legal Opinion _x_Legal ReviewApprove as to ATTACHMENTS:	lution DraftingResolution ReviewStaff Report Review FormLegal AdCritical Dates CalendarOther E-verify, COI, Requisition to Encumber Funds, CM2686
DESCRIBE REASON/DEADLINES IF RUSH REQUES	TED:
SERVICES REQUESTED Work Authorization approv	val
The work has already been	Completed - See memo attached.
For County Au	Anne Office Use Onto
DATE: LOGGED BY:	ASSIGNED TO:
CA MATTER NAME:	
ATTORNEY RESPONSE/COMMENTS:	
Insurance Approved Contract Approved	_See AttachedSee Comments
By: Date: By: My Date: 19/12/	By: Date: By: Date:
Comments [See Attached Material]:	