

CS-22-247
Contract No.: CM 3359

CONTRACT FOR ASPHALT AND STRIPING SERVICES

THIS CONTRACT entered into on June 26, 2023, 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 **Hubbard Construction Company**, located at 1936 Lee Road, Suite 300, Winter Park, FL 32789, hereinafter referred to as the "Vendor".

WHEREAS, the County received sealed bids for asphalt and striping services, on January 11, 2023 at 10:00AM EST; and

WHEREAS, the Director of Public Works has determined that the Vendor was the lowest, most responsive and responsible bidder. A copy of the Vendor's Response Price Sheet is attached hereto as Attachment "A" and made a part hereof.

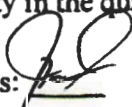
NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services and/or Materials to be Provided

The County does hereby retain the Vendor to provide the services and/or materials further described in the *Technical Specifications*, a copy of which is attached hereto and incorporated herein as Attachment "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

SECTION 2. Receiving/Payment/Invoicing

County shall pay Vendor in an amount not to exceed \$30,000,000.00 for services and/or materials received under this Contract. 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 and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to invoices@nassaucountyfl.com. 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

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invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials 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 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

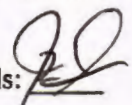
Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

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. Expenses

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

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SECTION 7. Taxes and Liens

The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Vendor will refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the County Manager.

The Vendor acknowledges that property being improved that is titled to the County, is not subject to lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

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 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

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Vendor must ensure, and provide assurances to the County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor must provide the County with the names of any subcontractor considered for work

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under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendors agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, will defend the County against such claims.

The Vendor agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with F.S. 287.0585, unless otherwise stated in the contract between the Vendor and subcontractor. The Vendor's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Vendor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

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, Fraud or Willful Misconduct

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. Upon receipt of the written notice of termination, the Vendor shall immediately render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

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

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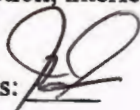
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services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

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.

In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay the Vendor believes is excusable under this paragraph, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or

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delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (with out recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and 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

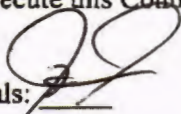
The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Technical Specifications*.

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 materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services and 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

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate on 3 years after date of execution. The performance period

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of this Contract may be extended in one (1) year increments, unless otherwise agreed to by the parties, for up to two (2) additional years maximum upon mutual written agreement between the Vendor and the County. It is the Vendor's responsibility to request any pricing adjustments under this provision. For any adjustment to commence on the first day of any exercised option period, the Vendor's request for adjustment should be submitted 90 calendar days prior to expiration of the then current contract term. The Vendor's adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Vendor, the County will assume that the Vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 20. Probationary Period

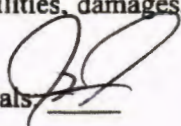
The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 21. Independent Vendor Status

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 22. Indemnification and Insurance

Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to

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the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "1" and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

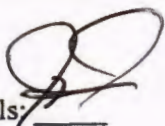
SECTION 23. Dispute Resolution

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

The Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the Work (under this Contract), the Vendor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

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The Vendor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to F.S. 448.095(2)(c), the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

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) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, 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.

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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 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.

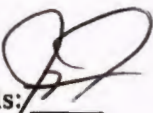
If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

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

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(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 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.

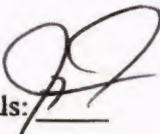
SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

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.

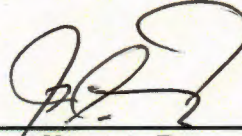
IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

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

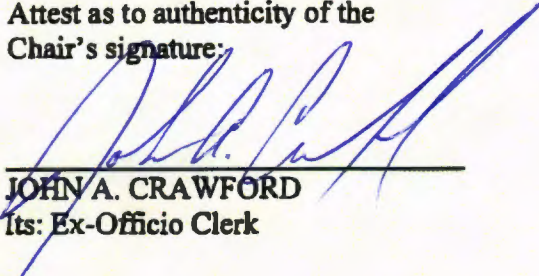


By: Klynt A. Farmer

Its: Chairman

Date: June 26, 2023

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

Denise C. May
DENISE C. MAY

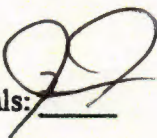
**HUBBARD CONSTRUCTION
COMPANY**

P. Frederick O'Dea, Jr.

By: P. Frederick O'Dea, Jr.

Its: Vice President

Date: 4/27/2023

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Attachment 'A'



INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation Title: Asphalt and Stripping Services	Issue Date: December 7, 2022
Solicitation Number: NC23-006-ITB	Project/Contract Duration: Three (3) years Initial Term
Requesting Department: Road & Bridge Department	Procurement Contact: Thomas O'Brien, Procurement Specialist tobrien@nassaucountyfl.com
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Bid Due Date and Opening Date/Time: January 11, 2023 at 10:00 AM EST	
Pre-Bid Date/Time: N/A	Deadline for Questions: , December 21, 2022 @ 4:00 PM EST
Location of Bid Opening: Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this Bid. Failure to do so may result in the forfeiting of bid security, removal from the County's Vendor list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Respondent: Hubbard Construction Company		
Business Address: 1936 Lee Road, Suite 300 Winter Park, Florida 32789		
Phone Number: 407-6455500	Email: asphalt@hubbard.com	FL License Number: CGC059695
Authorized Signature: <i>P. Frederick O'Dea</i>		Date: 01/10/2023
Printed Name of Signer: P. Frederick O'Dea, Jr.		Title: VP/SEC/TRES

General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

**ATTACHMENT "A"
 PRICE SHEET**

ITEM	DESCRIPTION	UNIT	PRICE PER UNIT			
Mobilization (All Volumes)		EA	Asphalt Installation		Milling	
1.1	Mobilization	EA	\$ 12,100.00		\$ 1,260.00	
Hilliard Area		Ton	0-100	101-800	801-2400	2401+
2.1	Superpave 9.5 Recycled	Ton	\$ 384.00	\$ 182.00	\$ 172.00	\$ 172.00
2.2	Superpave 12.5 Recycled	Ton	\$ 380.00	\$ 178.00	\$ 167.00	\$ 167.00
2.3	Friction Course 9.5 Recycled	Ton	\$ 393.00	\$ 191.00	\$ 180.00	\$ 180.00
2.4	Friction Course 12.5 Recycled	Ton	\$ 388.00	\$ 186.00	\$ 175.00	\$ 175.00
2.5	SI Recycled	Ton	\$ 382.00	\$ 180.00	\$ 169.00	\$ 169.00
2.6	SIII Recycled	Ton	\$ 384.00	\$ 182.00	\$ 172.00	\$ 172.00
Callahan Area		Ton				
3.1	Superpave 9.5 Recycled	Ton	0-100	101-800	801-2400	2401+
3.2	Superpave 12.5 Recycled	Ton	\$ 375.00	\$ 173.00	\$ 163.00	\$ 163.00
3.3	Friction Course 9.5 Recycled	Ton	\$ 388.00	\$ 186.00	\$ 176.00	\$ 176.00
3.4	Friction Course 12.5 Recycled	Ton	\$ 383.00	\$ 181.00	\$ 170.00	\$ 170.00
3.5	SI Recycled	Ton	\$ 376.00	\$ 175.00	\$ 164.00	\$ 164.00
3.6	SIII Recycled	Ton	\$ 379.00	\$ 177.00	\$ 167.00	\$ 167.00
Yulee Area		Ton	0-100	101-800	801-2400	2401+
4.1	Superpave 9.5 Recycled	Ton	\$ 382.00	\$ 180.00	\$ 169.00	\$ 169.00
4.2	Superpave 12.5 Recycled	Ton	\$ 378.00	\$ 176.00	\$ 165.00	\$ 165.00
4.3	Friction Course 9.5 Recycled	Ton	\$ 391.00	\$ 189.00	\$ 178.00	\$ 178.00
4.4	Friction Course 12.5 Recycled	Ton	\$ 386.00	\$ 184.00	\$ 173.00	\$ 173.00
4.5	SI Recycled	Ton	\$ 379.00	\$ 178.00	\$ 167.00	\$ 167.00
4.6	SIII Recycled	Ton	\$ 382.00	\$ 180.00	\$ 169.00	\$ 169.00
Fernandina Area		Ton	0-100	101-800	801-2400	2401+
5.1	Superpave 9.5 Recycled	Ton	\$ 396.00	\$ 194.00	\$ 184.00	\$ 184.00
5.2	Superpave 12.5 Recycled	Ton	\$ 392.00	\$ 190.00	\$ 180.00	\$ 180.00
5.3	Friction Course 9.5 Recycled	Ton	\$ 406.00	\$ 203.00	\$ 193.00	\$ 193.00
5.4	Friction Course 12.5 Recycled	Ton	\$ 400.00	\$ 198.00	\$ 188.00	\$ 188.00
5.5	SI Recycled	Ton	\$ 394.00	\$ 191.00	\$ 181.00	\$ 181.00
5.6	SIII Recycled	Ton	\$ 396.00	\$ 194.00	\$ 184.00	\$ 184.00
Binder (In addition to ordered asphalt item)		Ton	All Volumes			
6.1	PG-76-27	Ton	\$ 7.90			
Milling (All Areas)		SY	All Volumes			
7.1	Milling	SY	\$ 5.15			

Item No.	Item Description	Unit	Unit Price
	Painted Pavement Markings		
1	Pavement Marking, Solid, 4" White	LF	\$0.45

2	Pavement Marking, Solid, 6" White	LF		\$0.50
3	Pavement Marking, Solid, 12" White	LF		\$1.50
4	Pavement Marking, Solid, 18" White	LF		\$2.25
5	Pavement Marking, Solid, 24" White	LF		\$3.00
6	Pavement Marking, Solid, 4" Yellow	LF		\$0.45
7	Pavement Marking, Solid, 6" Yellow	LF		\$0.50
8	Pavement Marking, Solid, 12" Yellow	LF		\$1.50
9	Pavement Marking, Solid, 18" Yellow	LF		\$2.25
10	Pavement Marking, Solid, 24" Yellow	LF		\$3.00
11	Pavement Marking, Skip, 4" White	LF		\$0.65
12	Pavement Marking, Skip, 6" White	LF		\$0.75
13	Pavement Marking, Skip, 4" Yellow	LF		\$0.65
14	Pavement Marking, Double, 4" Yellow	LF		\$0.90
15	Pavement Marking, Double, 6" Yellow	LF		\$1.05
14	Pavement Marking, Double, 4" Yellow	GM		\$4,730.00
15	Pavement Marking, Double, 6" Yellow	GM		\$5,500.00
18	Pavement Marking, Skip, 4" Yellow	GM		\$890.00
19	Pavement Marking, Skip, 6" Yellow	GM		\$1,040.00
20	Pavement Marking, Solid, 4" White	GM		\$2,360.00
21	Pavement Marking, Solid, 4" Yellow	GM		\$2,360.00
22	Pavement Marking, Solid, 6" White	GM		\$2,760.00
23	Pavement Marking, Solid, 6" Yellow	GM		\$2,760.00
24	Message	"STOP"	EA	\$149.00
25	Message	"R/R"	EA	\$179.00
26	Message	"ONLY"	EA	\$149.00
27	Message	"MERGE"	EA	\$179.00
28	Message	"SCHOOL"	EA	\$179.00
29	Message	"YIELD"	EA	\$179.00
30	Message	"DO NOT BLOCK"	EA	\$373.00
31	Arrow	BIDIRECTIONAL	EA	\$97.00
32	Arrow	DIRECTIONAL	Left/Right EA	\$52.00
33	Arrow	DIRECTIONAL	Straight EA	\$52.00
Thermoplastic Pavement Markings				
36	Pavement Marking, Solid, 4" White	LF		\$1.10
37	Pavement Marking, Solid, 6" White	LF		\$1.40
38	Pavement Marking, Solid, 12" White	LF		\$5.50
39	Pavement Marking, Solid, 18" White	LF		\$7.75
40	Pavement Marking, Solid, 24" White	LF		\$9.95
41	Pavement Marking, Solid, 4" Yellow	LF		\$1.10
42	Pavement Marking, Solid, 6" Yellow	LF		\$1.40
43	Pavement Marking, Solid, 12" Yellow	LF		\$5.50
44	Pavement Marking, Solid, 18" Yellow	LF		\$11.05
45	Pavement Marking, Solid, 24" Yellow	LF		\$15.00
46	Pavement Marking, Skip, 4" White	LF		\$1.40
47	Pavement Marking, Skip, 6" White	LF		\$1.65
48	Pavement Marking, Skip, 4" Yellow	LF		\$1.40
49	Pavement Marking, Double, 4" Yellow	LF		\$2.20
50	Pavement Marking, Double, 6" Yellow	LF		\$2.75
51	Pavement Marking, Skip, 4" White/Black	GM		\$5,500.00
52	Pavement Marking, Skip, 6" White/Black	GM		\$6,600.00
53	Pavement Marking, Skip, 4" Yellow	GM		\$2,210.00
54	Pavement Marking, Skip, 6" Yellow	GM		\$2,430.00
55	Pavement Marking, Solid, 4" White	GM		\$5,700.00
56	Pavement Marking, Solid, 4" Yellow	GM		\$5,700.00

57	Pavement Marking, Solid, 6" White	GM		\$6,600.00
58	Pavement Marking, Solid, 6" Yellow	GM		\$6,600.00
59	Message	"STOP"	EA	\$204.00
60	Message	"R/R"	EA	\$249.00
61	Message	"ONLY"	EA	\$204.00
62	Message	"MERGE"	EA	\$232.00
63	Message	"SCHOOL"	EA	\$232.00
64	Message	"YIELD"	EA	\$232.00
65	Message	"DO NOT BLOCK"	EA	\$359.00
66	Arrow	BIDIRECTIONAL	EA	\$193.00
67	Arrow	DIRECTIONAL	Left/Right	EA \$110.00
68	Arrow	DIRECTIONAL	Straight	EA \$122.00
69	Complete Handicap Parking Area	EA		\$497.00
70	Removal of Existing Markings	SQ FT		\$3.30
Other Miscellaneous Items				
71	RPM Bi-Directional	EA		\$8.95
72	RPM Mono-Directional	EA		\$8.95
73	Island Nose (Reflective Paint)	White	SQ FT	\$7.45
74	Island Nose (Reflective Paint)	Yellow	SQ FT	\$7.45
76	Bike Lane Symbol	EA		\$331.00

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 above.

By: *P. Frederick O'Dea, Jr.*
 (Signature)
P. Frederick O'Dea, Jr.-VP/SEC/TRES
 (Above name printed or typed)

Company: Hubbard Construction Company
 Address: 1936 Lee Road, Suite 300
 City, State, Zip: Winter Park, Florida 32789
 Phone #: 407-645-5500
 E-mail: asphalt@hubbard.com

**ATTACHMENT B
TECHNICAL SPECIFICATIONS**

NC23-006-ITB
CORRECTED
ATTACHMENT B

SECTION F. SCOPE OF WORK - GENERAL

F1. Scope of Work - General

1. Bid prices are to be F.O.B. to destination.
2. All fees for Maintenance of Traffic (MOT) shall be included in the unit prices for milling and asphalt services. No additional payment will be given for site specific conditions that may require more MOT. All MOT shall be in compliance with FDOT 600 series.
3. It's the contractor's responsibility to remedy any and all "drop off" conditions (greater than 3") created as a result of paving.
4. Work shall commence within 30 days and be completed within 120 days after the Work Authorizations and Purchase Orders are received.
5. Mobilizations fees are not intended to be paid on a per road basis. Nassau County will make every attempt possible to organize and group roads to maximize efficiency. Mobilizations will be paid when it is determined, by Nassau County, that it is not practical to "road" the paving equipment to the next jobsite and requires a heavy equipment transport to move said equipment.
6. All millings obtained from roads that require a milling operation are to be delivered to the Nassau County Road Department at one of the two locations: 37356 Pea Farm Road, Hilliard, FL 32046 or 86200 Gene Lasserre Blvd, Yulee, FL 32097.
7. Nassau County will allow the Contractor to submit for price increases based on the FDOT Bituminous Index. Nassau County will verify what that increase equates to in a cost per ton format and apply it at time of the Pay Application.
8. Pay applications may be submitted per Work Authorization. Nassau County will allow multiple pay application submittals at no sooner than 30-day intervals.

SECTION G. SPECIFICATIONS

1. Apply Asphaltic Concrete (SI, SIII), Superpave (9.5, 12.5), or Friction Course (9.5, 12.5) as designated by the County Engineering Department. Mixes shall use fine or course materials as designated by the County. Use recycled asphalt pavement (RAP) as established in FDOT standards.
2. All charges must be on the Bid Sheet. If not, Nassau County will have the authority to reject those charges.
3. Complete description and specifications of product must accompany each bid.
4. All materials shall conform to the current FDOT Standard Specifications for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards Index (latest edition).

5. All performance and work shall be in accordance with Florida Department of Transportation and Nassau County construction procedures and methods.
6. Temporary striping to the standards of the FDOT shall be included in the unit prices for Painted Pavement Markings as an optional bid item (ATTACHMENT "A"). Pay items for LF of centerline or edge line striping will be paid on roads that are less than 1 mile in length. All roads that are 1 mile or greater in length will be paid on a gross mile Pay Item for centerline and edge line striping.
7. Permanent (Thermoplastic) Striping to the standards of the FDOT shall be included in the unit prices for Thermoplastic Pavement Markings as an optional bid item (ATTACHMENT "A") and shall be installed no later than 30 calendar days from asphalt installation. Pay items for LF of centerline or edge line striping will be paid on roads that are less than 1 mile in length. All roads that are 1 mile or greater in length will be paid on a gross mile Pay Item for centerline and edge line striping.
8. Nassau County will allow different per ton pricing based on the area and quantities needed for the Work Authorization. For Work Authorizations issued as part of the Pavement Management Plan, the per ton price totals will include ALL roads in that area grouped together, not individual totals per road.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2023

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C, No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
INSURED Hubbard Construction Company 1936 Lee Rd #300 Winter Park, FL 32789	INSURER A: Zurich American Insurance Company	NAIC #: 16535
	INSURER B: XL Specialty Insurance Company	NAIC #: 37885
	INSURER C: American Zurich Insurance Company	NAIC #: 40142
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W28044663 **REVISION NUMBER:**

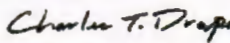
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	GLO0184998-07	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	BAP0184997-07	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 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 \$ 10,000	Y	US00064220LI22A	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	WC0184999-07	10/01/2022	10/01/2023	<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: Contract for BID-NC23-006-ITB

Umbrella Extends over the General Liability, Auto Liability and Workers' Compensation Employers' Liability.

Nassau County Board of County Commissioners is included as an Additional Insured as respects to General Liability and Auto Liability where required by contract.

CERTIFICATE HOLDER Nassau County Board of County Commissioners 96135 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: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Hubbard Construction Company 1936 Lee Rd #300 Winter Park, FL 32789	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Umbrella is follow-form Primary policies, including Additional Insured.



ZURICH[®]

**Additional Insured – Owners, Lessees Or Contractors –
Scheduled Person Or Organization**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0184998-07

Effective Date: 10/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but 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 for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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



ZURICH

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO0184998-07

Effective Date: 10/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

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


ZURICH

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0184997-07	10/01/2022	10/01/2023		74044-000	Included	N/A

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":

- 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.
- 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.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- 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:

- 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.
- 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.

Contract No.: CM3359-A1

ADDENDUM NO. 1 TO THE ASPHALT AND STRIPING SERVICES CONTRACT

THIS ADDENDUM is made 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 **Hubbard Construction Company**, located at 1936 Lee Road, Suite 300, Winter Park, Florida 32789, hereinafter referred to as the "Vendor".

WHEREAS, the County received sealed bids for asphalt and striping services on January 11, 2023, at 10:00AM EST; and

WHEREAS, the Director of Public Works has determined that the Vendor was the lowest, most responsive and responsible bidder and the parties have agreed upon certain terms and conditions contained in Exhibit "A" of Contract No.: CM3359; and

WHEREAS, the parties desire to amend Exhibit "A" of Contract No.: CM3359 to include the price per unit for manhole risers and valve box adjustments ~~as referenced in Exhibit A attached hereto~~ ^{PFOJ} and Exhibit "B" of Contract No.: CM3359 to increase the scope of services to be ^{PFOJ} provided. ^{6/22/2023}

NOW, THEREFORE, the parties agree as follows:

- 1. Exhibit "A" of Contract No.: CM3359 is hereby amended by adding the following immediately after the section entitled "Milling (All Areas), 7.1, Milling":

8.1	Manhole Risers	EA	\$1,943.00
9.1	Valve Box Adjustments	EA	\$1,303.00

- 2. Exhibit "B", Scope of Work, of Contract No.: CM3359 is hereby amended to include the following services:

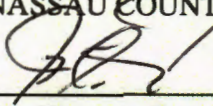
Manhole risers and valve box adjustments must be raised prior to overlay. Contractor will provide appropriate size (diameter and thickness) risers to accommodate the thickness of the asphalt overlay. Pricing is to include all costs for labor and materials to install said risers.

- 3. In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$30,000,000.00.
- 4. All other terms and conditions of the Contract shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the day last written below.

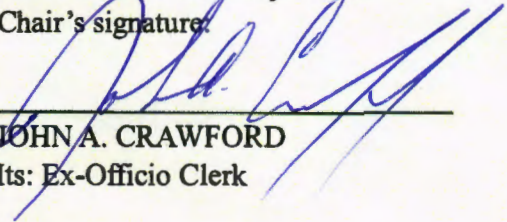
Contract No.: CM3359-A1

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



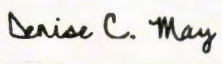
By: Klynt A. Farmer
Its: Chairman
Date: 6-26-23

Attest as to authenticity of the
Chair's signature:



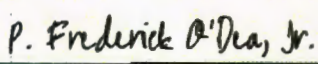
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by
the Nassau County Attorney



DENISE C. MAY

HUBBARD CONSTRUCTION
COMPANY



By: P. Frederick O'Dea, Jr.
Its: Vice President
Date: 6/20/2023