

CM3903

**CONTRACT FOR GUARDRAIL INSTALLATION, MAINTENANCE, AND REPAIR  
SERVICES**

**THIS CONTRACT** is entered into 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 **SOUTHEAST HIGHWAY GUARDRAILS & ATTENUATORS, LLC**, located at 1818 S. Australian Ave, Suite 110, West Palm Beach, FL, 33409 hereinafter referred to as the “Vendor”.

**WHEREAS**, the County received bids for Guardrail Installation, Maintenance, and Repair Services, on or about January 8, 2025. Said services are more fully described in the County’s Invitation to Bid (“ITB”), attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

**WHEREAS**, all terms and conditions of the County’s ITB, numbered NC24-031-ITB, and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

**WHEREAS**, a copy of the Vendor’s Response and Price Sheet is attached hereto as Exhibit “B” and made a part hereof.

**WHEREAS**, the Vendor desires to render certain services as described in Exhibit “A” and “B”, and has the qualifications, experience, staff and resources to perform those services; and

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

**SECTION 1. Recitals.**

**1.1** The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Contract Exhibits.**

**2.1** The Exhibits listed below are incorporated into and made part of this Contract:

CM3903

**Exhibit “A”** COUNTY’S INVITATION TO BID NC24-031-ITB, (“ITB”), AS  
MODIFIED BY ADDENDA; AND

**Exhibit “B”** VENDOR’S RESPONSE AND PRICE SHEET.

**SECTION 3. Description of Goods and/or Services to be Provided.**

**3.1** The Vendor shall provide the goods and/or services further described in the *County’s ITB*, a copy of which is attached hereto and incorporated herein as Exhibit “A”. 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 goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County’s ITB* in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

**4.1** For the initial term of the Contract, the County shall pay the Vendor in an amount not to exceed Forty-Nine Thousand Six Hundred Ninety-Three Dollars and 35/100 (\$49,693.35) for the goods and/or services referenced in Exhibit(s) “A” and “B”. For each renewal thereafter, the County shall pay the Vendor in an amount not to exceed of Sixteen Thousand Five Hundred and Sixty-Four Dollars and 45/100 (\$16,564.45). No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to the Douglas Podiak or designee and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County

CM3903

cannot be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Public Works Director, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**SECTION 5. Acceptance of Goods and/or Services.**

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County 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 refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate three (3) years after contract execution. The term of this Contract may be extended in one (1) year increments, for up to two (2) additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

CM3903

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this 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 7. Firm Prices.**

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

**SECTION 8. Funding.**

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 9. Expenses.**

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 10. Taxes, Liens, Licenses and Permits.**

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this



CM3903

exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**10.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**10.3** The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a 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 11. Governing Law, Venue and Compliance with Laws.**

**11.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**11.2** The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 12. Change Orders.**

**12. 1** 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.

CM3903

**SECTION 13. Modifications.**

13.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 14. Assignment and Subcontracting.**

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, 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 shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall 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, shall defend the County against such claims.

14.3 The Vendor shall 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 Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors 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

CM3903

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 15. Severability.**

15.1 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 16. Termination for Default.**

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 17. Termination for Convenience.**

17.1 The County reserves the right to terminate this 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 goods and/or services 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

CM3903

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, and records.

**SECTION 18. Force Majeure.**

**18.1** 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 restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**18.2** 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 section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, 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 created 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 section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall 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

CM3903

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 delayed, in whole or in part, due to any of the causes described in this section, 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 goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/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 19. Access and Audits of Records.**

**19.1** The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court 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 upon five (5) days' written notice to the Vendor.

**SECTION 20. Public Emergencies.**

**20.1** The Vendor agrees that 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 goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 21. Probationary Period.**

CM3903

**21.1** The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

**SECTION 22. Independent Vendor Status.**

**22.1** The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

**22.2** The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

**SECTION 23. Indemnification.**

**23.1** The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor’s performance under this Contract.

**SECTION 24. Insurance.**



CM3903

**24.1** The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

**24.2** The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 25. Dispute Resolution Process.**

**25.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

CM3903

**25.4** If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute 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 the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

**26.1** The Vendor shall comply with Section 448.095, Florida Statutes, 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 shall 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](http://www.uscis.gov/e-verify).

**26.2** The Vendor shall 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 shall 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.

CM3903

**26.3** 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 Section 448.095(2)(c), Florida Statutes, 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 27. Public Records.**

**27.1** 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](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

a. Keep and maintain public records required by the County to provide goods and/or services.

b. Upon request from the County's custodian of public records, provide the County 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

CM3903

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 County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County 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 shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

**27.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**27.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

**27.5** 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:

CM3903

(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 County and to the Vendor.

**27.6** A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

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

**27.8** In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**27.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

CM3903

**27.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

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

**28.1** During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to 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. Public Entity Crimes.**

**29.1** In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 30. Anti-Discrimination.**

**30.1** The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations,



CM3903

race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 31. Advertising.**

**31.1** The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 32. Notices.**

**32.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County  
Attn: Director of Public Works  
45195 Musslewhite Road  
Callahan, Florida 32011

Vendor: Southeast Highway Guardrail & Attenuators, LLC  
Attn: Illiana Angel  
1818 S. Australia Ave, Suite 110  
West Palm Beach, FL, 33409

CM3903

**SECTION 33. Attorney's Fees.**

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 34. Authority to Bind.**

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

**SECTION 36. Construction of Contract.**

CM3903

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 37. Headings.**

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 38. Entire Agreement and Execution.**

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 39. Change of Laws.**

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

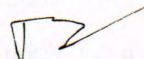
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**SECTION 40. Human Trafficking Affidavit.**

**40.1** In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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

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



By: Taco E. Pope, AICP

Its: County Manager

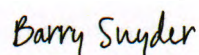
Date: 4/21/2025

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May, Esq., BCS

DENISE C. MAY

**SOUTHEAST HIGHWAY GUARDRAIL  
& ATTENUATORS, LLC**



By: Barry Snyder

Its: CEO

Date: 4/16/2025

## Exhibit A - County ITB and Addendum



### INVITATION TO BID

#### NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

<b>Solicitation Title:</b> Guardrail Installation, Maintenance and Repair Services	<b>Issue Date:</b> December 9, 2024
<b>Solicitation Number:</b> NC24-031-ITB	<b>Project/Contract Duration:</b> Three (3) years after Contract Execution with option to renew for two (2) additional years
<b>Requesting Department:</b> Road Department	<b>Procurement Contact:</b> Thomas O'Brien
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Pre-Bid Date/Time:</b> N/A	<b>Deadline for Questions:</b> December 20, 2024 @ 4:00 PM ET
<b>Bid Due Date and Opening Date/Time:</b> January 2, 2025 @ 10:00 AM ET	
<b>Location of Bid Opening:</b> 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.

<b>Legal Name of Respondent:</b>		
<b>Business Address:</b>		
<b>Phone Number:</b>	<b>Email:</b>	<b>FL License Number:</b>
<b>Authorized Signature:</b>		<b>Date:</b>
<b>Printed Name of Signer:</b>		<b>Title:</b>

#### 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)**

## TABLE OF CONTENTS

SECTION A	INTRODUCTION AND GENERAL INFORMATION
SECTION B	INSTRUCTIONS TO BIDDERS
SECTION C	GENERAL PROVISIONS
SECTION D	SPECIAL PROVISIONS
SECTION E	AWARD OR REJECTION OF BIDS
SECTION F	SCOPE OF SERVICES AND SPECIFICATIONS
APPENDIX "A"	SCOPE OF SERVICES AND SPECIFICATIONS
APPENDIX "B"	PRICE SHEET
APPENDIX "C"	INSURANCE REQUIREMENTS
APPENDIX "D"	DRAFT CONTRACT
FORM A	PUBLIC ENTITY CRIMES
FORM B	BIDDER QUESTIONNAIRE
FORM C	DRUG FREE WORKPLACE CERTIFICATION
FORM D	E-VERIFY AFFIDAVIT
FORM E	COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT



## SECTION A. INTRODUCTION AND GENERAL INFORMATION

**A1. Summary:**

The Nassau County Board of County Commissioners (BOCC) is seeking bids from qualified vendors to provide guardrail installation, maintenance, and repair services. The services shall be performed on property owned by or under the jurisdiction of Nassau County in accordance with the solicitation specifications. Vendor shall furnish all labor, materials, and equipment necessary to perform the work described herein in strict accordance with these specifications.

**A2. Term of Contract:**

The initial term of the Contract resulting from this solicitation shall prevail for a period of three (3) years from the date of execution by both the County and the awarded vendor.

Option to Renew for two (2) additional years on a year-by-year basis:

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional two (2) year period, on a year-to-year basis. Continuation of the contract beyond the initial period, and any option subsequently exercised, is subject to contract performance and an annual appropriation by the Board of County Commissioners.

For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted ninety (90) calendar days prior to the expiration of the then current contract term. The vendors(s) adjustment request should not be in excess of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. County Average for All Items 1982-84=100, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics. If no adjustment request is received from the vendor(s), the County will assume that the vendor(s) 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.

The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

## SECTION B. INSTRUCTIONS TO BIDDERS

**B1.** Bidders shall carefully examine these solicitation forms, specifications, attached drawings (if applicable), and all instructions. Failure to do so will be at the Bidder's risk. Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.

**B2.** All bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

- B3.** The term “County” means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents, and employees.
- B4.** Each Bidder shall furnish the information required on the Bid Price Sheet and each accompanying sheet thereof, if applicable, on which he/she makes an entry. Offers submitted on any other format may be disqualified.
- B5.** All bids must be submitted electronically via the County’s electronic bidding platform ([PlanetBids](https://pbsystem.planetbids.com/portal/49083/bo/bo-search)), which is accessible via the County’s website or using the following link: <https://pbsystem.planetbids.com/portal/49083/bo/bo-search>.

It is the Bidder’s responsibility to ensure that bids are received in the County’s electronic bidding platform before the Bid due date and time. **The platform will not allow Bids after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR BID WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly. No mailed, facsimile, or emailed Bids will be considered.

- B6.** Bids will be opened on the date and time specified on the cover page of this solicitation at the Office of the Clerk located at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida 32097. The public is invited to attend.
- B7.** The County reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.
- B8.** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the County provides a notice of intended decision or thirty (30) days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the “competitive negotiation” process at which a vendor makes an oral presentation or answers questions as part of the “competitive solicitation” process are exempt from public meeting requirements until the County provides notice of an intended decision or until thirty (30) days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides

notice of an intended decision or 30 days after opening the bids, proposals, or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

- B9.** Bids may not be withdrawn for a period of one hundred and twenty days (120) after the Bid opening date. Bids may be withdrawn or modified at any time before the Bid due date during which the Bidder may withdraw their Bid or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County's electronic bidding platform ([PlanetBids](#)).
- B10.** Please check your pricing before submitting your Bid, as no changes in pricing will be allowed after the Bid opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended price and/or calculation errors.
- B11.** Be sure to sign your Bid. Failure to include proper signatures on the required documents may result in a disqualification of that Bid. Only an authorized person that can legally bind the company to this engagement shall sign.
- B12.** Bidders are advised that the County will not accept limitations on liability from any vendor. The successful Bidder(s) will be fully liable for all damages and events caused by them, without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable Bidders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any Bid received that limits liability will be considered unresponsive and will not be accepted by the County.
- B13.** Bidder shall include in their Bid package a copy of their current, valid insurance coverage certification that meets or exceeds the requirements of included with this solicitation.
- B14. Participation in E-Verify Required by Law:** Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with, and participate in, the federal government's E-Verify program ([www.e-verify.gov](http://www.e-verify.gov)). Bidders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S. 448.095.

By submitting a Bid to this solicitation, the Bidder acknowledges and agrees that:

- (a) If the 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 the County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Prime Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
- (c) A contract terminated under the above subparagraphs 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, and
- (e) If a contract is terminated for a violation of F.S. 448 by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**B15.** Bidders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. **ANY QUESTIONS FROM VENDORS MUST BE RECEIVED VIA THE COUNTY'S ELECTRONIC BIDDING PLATFORM ([PlanetBids](#))**. Failure to comply with this requirement may result in disqualification of your bid and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by the Procurement department and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not authorized outside of a Pre-Bid Conference setting (if applicable), and **the County will not entertain any verbal communications regarding this or any other solicitation.** All questions regarding this solicitation must be received by the date and time specified on the first page of this solicitation. Questions received after this date will not be reviewed.

Inquiries or requests for clarification must specify the relevant section(s), subsection(s), paragraph(s), and page number(s) of the competitive solicitation being questioned by the Bidder.

The County will consider the Bidder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Bidder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or amendments thereto.

**B16.** It will be the responsibility of the Bidder to visit the County's electronic bidding platform ([PlanetBids](#)), prior to submitting a bid, to ascertain if any addenda have been issued and to review those addenda, if applicable. Bidders must complete



and return the enclosed Addenda Acknowledgement Form with their bid. Failure to comply may result in disqualification of the bid.

**B17. NON-MANDATORY PRE-BID**

A non- mandatory pre-bid will not be held.

**SECTION C. GENERAL PROVISIONS**

**C1. Terms & Conditions:** Bidder proposes and agrees, if their bid is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. The successful Bidder(s) shall execute and return to the County, within ten (10) days after receipt, all contractual documents, performance, and payment bonds (if applicable), insurance certificates, E-Verify documentation, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.

**C2. Receiving/Payment/Invoicing:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received/rendered, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon, emailed to the County Department receiving the goods or services from the Vendor. Payment in advance of receipt of goods/services by the County will not be made.

Invoice submitted shall be in sufficient detail as to item, service, quantity, and price in order for the County to verify compliance with the contract.

**C3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet the solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes all necessary corrective action(s).

**C4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any Bid, invoice, or statement.

**C5. Independent Pricing:** By submitting a bid, the Bidder certifies that in connection with this solicitation:

(a) The prices in the bid have been arrived at independently, without consultation, communication, collusion, or agreement with any other offeror or competitor for the purpose of restricting competition, and

(b) No attempt has been made or will be made by the Bidder to influence any other person or firm to submit or not submit a bid for the purpose of restricting competition.

**C6. Conflict of Interest – Business Association:** All Bidders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County or related to an officer or employee of the County. Further, all bidders must disclose the name of any Nassau County officer or employee who has, either directly or indirectly, any interest of the Bidder's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the bid and/or cancellation of work without the County being in breach of contract. The County will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar and any vendor who fails to disclose.

**C7. Conflict of Interest – Advisory Boards:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the County, which is the sole responsibility of the Bidder and must be filed prior to or at the time of submission of the bid. A copy of the filed disclosure form shall be included as part of the Bidder's response.

The advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the County, disclosing their interest and the nature of the intended business.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the bid.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way participated in the determination of the solicitation's specifications or the determination of the responsible and responsive Bidder.

**C8. Additional Terms and Conditions:** No additional terms and conditions included with the bid shall be evaluated or considered. Any such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation



and the bid submitted. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the Bidder's authorized signature affixed to the response attests to this.

- C9. Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 1, YULEE, FLORIDA 32097.**

To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) shall:

- (a) Keep and maintain public records required by the public agency to perform the service,
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law,
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency, and
- (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. If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

**C10. Public Entity Crimes:** A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub- vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The enclosed sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the Bid.

**C11. Debarred Vendors:** The County reserves the right to withhold award, rescind an award, or forego award to any Bidder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a Bidder who has been barred from doing business with a public entity.

**C12. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, gender, disability, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

**C13. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Vendor is hereby notified that pursuant to Section 287.05701, Florida Statutes, the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

**C14.** The contract that the County intends to use for award is attached as Appendix "D". The awarded Vendor will be required to enter into an agreement which will include the requirements of this ITB as well as the terms and conditions of the draft contract, Appendix "D". The County reserves the right to reject any bid(s) containing exceptions or modifications to the standard terms and conditions. The County may revise the stated standard terms and conditions prior to execution.

#### SECTION D. SPECIAL PROVISIONS

- D1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a bid.
- D2. Experience of Bidder:** Bidder must be qualified to perform the services outlined in the scope of work and meet all applicable code requirements.
- D3. Appendices/Attachments/Forms:** All appendices, attachments, and forms are made an essential part of this solicitation.

#### SECTION E. AWARD OR REJECTION OF BIDS

- E1. Method of Award:** Award shall be made to the lowest, responsive, and responsible bidder, and meets all requirements of the bid specifications. The County reserves the right to make multiple awards.
- E2.** The County reserves the right to reject any or all bids, with or without cause, without recourse, or to waive technicalities or to accept bids which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the Bidder and shall not be passed on to or borne by the County. The County also reserves the right to reject the response of a Bidder who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the County's sole discretion, in a position to perform the contract.
- E3.** Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a Bidder and the rejection of its submittal:
  - (a) Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names,
  - (b) Evidence of collusion among Bidders, or previous participation in collusive bidding or proposing on work for the County,
  - (c) Any material misrepresentation,
  - (d) Uncompleted work for which the Bidder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to Bidder,
  - (e) Violations of the Cone of Silence as provided for herein,

- (f) Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
- (g) Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.

- E4.** The County will provide a contract for the successful Bidder's execution.
- E5.** The award of a contract does not constitute an order nor a Notice to Proceed. Before any services can be performed, the successful Bidder must receive written authorization from the County.
- E6.** Award will be made without further negotiation based upon competitive bids; therefore only "best and final pricing" should be submitted in response to this solicitation.

#### **SECTION F. SCOPE OF SERVICES AND SPECIFICATIONS**

**SCOPE OF SERVICES AND SPECIFICATIONS:** Vendor shall provide all Services described in Appendix "A" Scope of Services and Specifications.

(The remainder of this page is intentionally left blank.)



## APPENDIX "A"

### SCOPE OF SERVICES AND SPECIFICATIONS

The Vendor shall inspect, repair, and replace damaged or obsolete guardrails and shall install new guardrail on an on-call basis. Most of the work performed under the resulting contract will be of a non-emergency nature allowing for advanced planning. Emergency work may also be required to repair or install guardrail in the event of a crash or other unforeseen problem that causes a hazard that requires guardrail protection. It may be necessary for the Vendor to have multiple crews working simultaneously in order to meet the time requirements of each project.

#### A. General:

- A1. Vendor shall furnish all labor, materials, tools, equipment, transportation, and incidentals to provide a fully functional guardrail system. The scope of services includes the inspection, installation, realignment, and general maintenance of guardrails and handrails, the removal and repair of damaged sections, crash cushions, panels, posts, offset blocks, anchors, hardware, asphalt concrete, and modifications needed to bring existing structures into compliance with current standards.
- A2. All work and traffic safety devices must be completed in accordance with the Florida Department of Transportation's ("FDOT") most recent edition of "Design Specifications for Road and Bridge Construction" (hereinafter called "Standard Specifications") and "Standard Plans for Road Construction (hereinafter called "Standard Plans"). All products used in the construction, installation, repair, or realignment must be from the FDOT's approved product list ("APL"). Information for FDOT Publications can be found at the following links:  
  

<https://www.fdot.gov/programmanagement/specs.shtm>  
<https://www.fdot.gov/design/standardplans/current/>  
<https://www.fdot.gov/materials/quality/programs/materialsacceptance/documentation/manufacturedproducts.shtm>
- A3. All supports and fasteners (including steel trailing end-anchorage rods) will be galvanized per ASTM A153.
- A4. **Schedules.** The Vendor shall submit a Schedule of Work to be performed prior to the start of any project. If the project requires more than one week to complete, the Vendor shall submit an updated schedule every week until each project is completed.
- A5. **Performance/Payment Bond:** The resulting contract from this solicitation shall be for services needed on an as needed basis. Work Authorizations or

purchase order will be issued for each individual project. A Performance Bond shall be issued in accordance with this section for each individual project totaling One Hundred Thousand Dollars and 00/100 (\$100,000.00) or more. The Awarded Bidder(s), within ten (10) calendar days of the Work Authorization execution, must provide an acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100.0%) of the Work Authorization, and issued by a corporate surety licensed to do business in the State of Florida and Nassau County.

**Certified Copy of Recorded Performance and Payment Bonds are to be sent to the following address: Office of Ex-Officio Clerk, 76347 Veterans Way Suite 456, Yulee, Florida 32097, with attention to the bid number of this solicitation and the work authorization number.**

**B. Guardrail Inspection Services:**

- B1. Inspect and document the condition of the existing guardrails annually. As part of the inspection, Vendor shall tighten hardware, straighten spacer blocks, and identify deficiencies in the guardrail system. Vendor shall submit a detailed report for each location, documenting the condition of the structures and include the assessment of any damage present with pictures.
- B2. Inspect and document the condition of each in-place guardrail end treatment annually. As part of the inspection, the Vendor shall secure and/or tighten any loose hardware and identify deficiencies in the end treatment. Vendor shall submit a detailed report for each location, documenting the condition of the structures and include the assessment of any damage present with pictures.

**C. New Guardrail Installation:**

- C1. **Guardrail Type.** Guardrails are to be installed in accordance with Standard Plans and Standard Specifications unless otherwise specified on the County's construction drawings.
- C2. **Permissible Post and Off-Set Combinations.** Permissible post and offset block combinations are as provided in the latest edition of the Standard Plans.
- C3. **Guardrail Reflectors.** Guardrails shall have acrylic plastic reflectors mounted on the rail post. The reflector color shall conform to the color of the near lane edge line. The mounting of the reflector shall be in accordance with the latest edition of the Standard Plans or as called for on the County's construction drawings.

**C4. Posts:**

- C4.1. **General.** The County's construction drawings shall designate the type of post to be used. The posts shall be timber or steel (at the County's discretion) and shall be of the type, sizes and dimensions shown on the County construction drawings in most cases, steel posts will be required for new installations and complete replacements. The particular type selected shall conform to the latest editions of the Standard Plans and Standard Specifications.
- C4.2. **Special Steel Posts.** Used in areas of construction where guardrail systems in the presence of culverts, pier footings or other structures preclude normal post installation and shall be applied in accordance with the latest edition of the Standard Plans.
- C4.3. **Setting Posts.** The posts shall be set vertically to the depth required and shall be accurately lined and relined in accordance with the latest edition of the Standard Plans, as necessary. Where the posts are not set in concrete structures, the postholes shall be backfilled with suitable material, which shall be thoroughly tamped. As an alternate method, the Vendor may use a post-driving machine meeting the approval of the County and capable of driving the posts without damage.
- C4.4. **Anchor Blocks.** Anchor blocks shall be of Class I concrete and shall be constructed and placed in accordance with the requirements shown on the County construction drawings as directed by the County.
- C4.5. **Offset Blocks.** Guardrail offset blocks shall be in accordance with the latest editions of the Standard Plans and Standard Specifications of the sizes and type called for on the construction drawings. Offset blocks shall be Recycled Plastic conforming to the latest edition of the Standard Plans.
- C4.6. **End Anchorage Assemblies.** Guardrail end anchorage assemblies shall be the type called for in the County construction drawings or as directed by the County and be in accordance with the latest edition of the Standard Plans.
- C4.7. **Bridge Anchorage Assemblies.** Guardrail bridge anchorage assemblies shall be in accordance with the latest edition of the Standard Plans or otherwise called for by the County construction drawings.



C4.8. **Miscellaneous Paving.** Guardrail paving will be in accordance with the latest FDOT Standard Specifications and latest FDOT Standard Plans. The County requires all guardrail paving to be minimum three (3) feet wide and a minimum two (2) inches thick. This item includes the removal of vegetation and proof rolling.

C4.9. **Silt Fence.** Furnish, install, maintain, and remove temporary silt fences, in accordance with the manufacturer's directions, the details as shown on the construction drawings and latest edition of the Standard Plans. It must be in place prior to the start of any construction.

**D. Repairs:**

The Vendor will be required to perform the repair of damaged guardrail components. For each repair, the County will designate the site and the Vendor will visit the site to assess the damage and/or condition and submit a quote/proposal listing materials, costs, and timeframes to complete the work. The quote/proposal will separate repair items into ones that can be reset and ones that must be replaced. The County will review, verify, and approve the Vendor's quote/ proposal prior to the commencement of the repair. Any repair work performed by Vendor without a Work Authorization or Purchase Order may result in non-payment. The County will not be obligated to pay for any unauthorized services performed by the Vendor.

D1. Salvageable guardrail material remains the property of the County, and the Vendor is required to reuse that material whenever possible.

D2. Hourly rate shall commence upon arrival at site and terminate upon departure. The County shall not pay Vendor for travel time.

D3. **Description.** The work specified in Section D consists of the removal and disposal of existing damaged guardrail material and/or the resetting of salvaged guardrail along with necessary new materials. Unless otherwise authorized by the County, the replacement of parts or materials shall be replaced with like materials. The guardrail shall be repaired or reset at their existing locations in accordance with the latest edition of the Standard Plans for guardrail construction or as directed by the County.

D4. **Materials.** The Vendor shall use caution in removing the guardrail so as to prevent damage to materials to be reused.

D4.1 The Vendor shall furnish new materials as required to complete the guardrail repair.

- D4.2 All offset blocks, and hardware on repaired sections of guardrail shall be new.
- D4.3 Steel post with no damage may be set with prior approval from the County; timber posts in damaged sections will be replaced.
- D4.4 Only the use of new reflectors where replacement or resetting is required and authorized.

**D5. Construction Methods:**

- D5.1 Set posts in accordance with requirements of Section 536-3 of the Standard Specifications.
- D5.2 Erect guardrail panels, anchors, and hardware in accordance with the Standard Plans for guardrail construction or as modified by the County's construction drawings if provided.
- D5.3 Replace any salvageable materials damaged by operations at no expense to the County.
- D5.4 Use a consistent type of post and rail throughout a run of guardrail.
- D5.5 Handrail is to be constructed in accordance with the latest edition of the Standard Plans.

**E. Temporary Traffic Control (Maintenance of Traffic):**

- E1. The Vendor is responsible for Temporary Traffic Control ("TTC") in accordance with the most current FDOT Standard Plans. These requirements are to be considered as minimum and the Vendor's compliance will in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and the Vendor's employees throughout the work area.
- E2. The Vendor must demonstrate the ability to provide roadside and/or utility right-of-way traffic control for onsite supervision or provide a subcontractor meeting minimum qualifications. For work requiring TTC, the Vendor shall have at least one person on site responsible for TTC. This person must possess (at a minimum) a FDOT Temporary Traffic Control Intermediate Level training certificate and have such certificate available for inspection on the job site.
- E3. No County roadway will be closed at any time without written notification to the Public Works representative or designee and approval therefrom prior to the closure and must adhere to the County's Road Closure Policy

which is available on the County's website  
<https://www.nassaucountyfl.com/120/Construction-Forms>.

- E4. Vendor shall furnish, erect, and maintain all necessary traffic control and safety devices.
- E5. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices ("MUTCD"), latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
- E6. All persons flagging traffic shall have in their possession: current, valid certification of FDOT Basic Maintenance of Traffic training as a minimum requirement.
- E7. County may at any time request that the Vendor's flaggers produce proof of current, valid certification of FDOT Maintenance of Traffic training.
- E8. County reserves the right to stop the Vendor's work if flaggers are unable to produce proof of current, valid training upon request.
- E9. All costs associated with maintenance of traffic are the responsibility of the Vendor.
- E10. Temporary Traffic Control compensation will be included in the contract unit prices. No separate payment will be made for Temporary Traffic Control.
- F. **Utilities.** The Vendor is required to contact the Sunshine State One Call (800-432-4770) to flag any underground utilities. The Vendor is also responsible for contacting the owners of any overhead utilities that could pose unsafe working conditions. In addition, the Vendor is responsible for coordinating the relocation of any utility conflicts.
- G. **Clearing/Grubbing.** The Vendor is responsible for the guardrail site preparation. However, the County will remove any trees with diameters greater than three (3) inches, as necessary.
- H. **Site Restoration.** The Vendor is responsible for the general restoration of all disturbed areas to include placed embankment by sodding and/or seeding.
- I. **Cleanup:**
  - I1. It is the Vendor's responsibility to remove all debris, including original guardrail materials, from the right-of-way at the end of each workday.
  - I2. The Vendor shall haul off and dispose of all unsalvageable material.

- I3. All costs for removing, transporting, unloading, and disposing of material shall be included in the unit price of line item 8 "Removal of Existing Structure" and line item 34 "Removal of Guardrail Assembly".
- I4. All costs for site clean-up shall be included in the unit price of work performed and shall not be charged separately.
- I5. Stockpiling of Vendor-generated debris for later disposal shall not exceed the completion of the assignment or within forty-eight (48) hours of the assignment without written authorization by the County.

**J. Equipment:**

- J1. The Vendor must have adequate equipment to complete the requested services as detailed in above. The equipment used must always be in good, safe operating condition. The County may inspect the equipment before awarding the bid, and anytime during the resulting contract. All safety devices shall be properly installed and maintained when the equipment is in use.
- J2. Vendor shall be responsible for the security of all equipment, tools, and materials left at the work site.

**K. Business Hours and Holidays:** These services shall be conducted during the hours of Monday through Friday between 8:00am and 5:00pm ET, unless prior arrangements are agreed upon by both parties. Scheduling will be vital when work is performed in driving and parking areas.

These services shall follow the County's Holiday schedule. To view the County's current Holiday Schedule, including the days of observance, please visit the County's website (<https://www.nassaucountyfl.com/31/For-Residents>).

The following is a list of holidays on which contract services will not be performed unless advanced, written approval is provided to the Vendor from the County:

- New Year's Day
- Martin Luther King, Jr. Birthday
- Presidents' Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving

- Christmas Eve
- Christmas Day

**L. Compensation.**

- a. The unit price for each item shall be fully inclusive, covering all labor, materials, equipment, and any incidentals required to complete the work as specified. Any miscellaneous hardware and accessories, including fasteners and brackets, shall be deemed incidental to the primary items and must be incorporated into the unit price. These components shall not be billed separately.
- b. Emergency mobilization is permitted exclusively for repairs designated by the County as emergencies and shall be billed as a separate line item, calculated as a percentage of the total amount for the specified job.
- c. Non-emergency mobilization, along with traffic control, site preparation, cleanup, and proper debris disposal, shall be considered incidental to the applicable work and must be included in the unit price. These items shall not be billed separately.

**M. Limitation of Operations:**

- M1. With prior written approval from the County and at the Vendor's risk, it may be possible for the Vendor to leave equipment overnight on County property other than road rights-of-way or medians.
- M2. Vendor shall preserve from damaging any property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.
- M3. Vendor shall immediately provide written notification to the County of damages when they occur.
- M4. Any damages occurring to such properties shall be immediately repaired at the expense of the Vendor to a condition equal to or better than that existing before such damage occurred.
- M5. All items damaged as a result of the Vendor's operations (such as mailboxes, drainage structures, items of landscaping, fences, etc.) shall be either repaired or replaced by the Vendor, at the Vendor's expense, in a manner prescribed by the County's Representative, prior to any payment for that site.



**N. Specifications:**

- N1. Prior to commencing work, the vendor shall document all pre-existing damages in the area of work to be performed and submit documentation to the Public Works Representative or designee.
- N2. All precautions must be taken to ensure no damage to surrounding landscape, structures or amenities will occur.
- N3. Work shall be scheduled with minimal disruption to the surrounding landscape, structures, or amenities, as determined by the County.
- N4. All debris removed shall be removed in accordance with *Section J, Clean Up* or as directed by the Public Works Representative or designee.

**O. County's Responsibilities:**

- O1. County will provide contact person(s) name, phone number, and email address for the Vendor to report all problems noted.
- O2. County will provide the Vendor with an executed Work Authorization or Purchase Order of work requested to be performed under the resulting contract.
- O3. All work shall be done subject to the supervision and direction of the Public Works Representative or designee who shall have access to all the work.
- O4. Public Works Representative or designee will have the authority to suspend the work either wholly, or in part, due to failure to carry out provisions of the contract; for failure to carry out orders; for such periods as he/she deems necessary due to unsuitable weather conditions; or for conditions or reasons deemed to be in the public interest.
- O5. Public Works Representative or designee will have the authority to require the immediate removal of any person employed by the Vendor who appears to be incompetent or to act in a disorderly or improper manner.

**P. Vendor's Responsibilities:**

- P1. Vendor must have adequate personnel and equipment to complete the services as detailed above.
- P2. Vendor shall always provide supervision of all work crews while performing work under the resulting contract.

- P3. Vendor shall be responsible and liable for all injuries or damages to persons or property that occur as a result of their fault or negligence in connection with the work assigned. Vendor's personnel shall immediately report any such injuries, damage, abnormalities to the Public Works Representative or designee as soon as possible.
- P4. Vendor's personnel shall be readily identifiable by wearing uniforms that clearly designate their company's name. Similarly, service vehicles shall clearly designate the company's name.
- P5. Vendor shall designate a supervisor as a contact person and provide the County with this person's phone number and email address. This supervisor shall be available to tour work areas within twenty-four (24) hours of completion.
- P6. Vendor shall provide a contact phone number and email for invoicing issues. Calls shall be returned within twenty-four (24) hours, Monday through Friday between 8:00am and 5:00pm ET, unless prior arrangements are agreed upon by both parties.
- P7. Vendor shall notify the appropriate Public Works Representative or designee when the work is completed, enabling the County to inspect the work for acceptance within twenty-four (24) hours of completion.
- P8. In case of an emergency which threatens injury or loss of property and/or injury to life or persons, the Vendor shall promptly take such action, without previous instructions from the Public Works Representative or designee as the situation may reasonably warrant. Vendor shall notify the Public Works Representative or designee immediately thereafter and any additional compensation claimed by the Vendor therefore, together with evidence of the expense incurred in acting in such emergency, shall be submitted to the County and the amount of compensation due, if any, shall be determined by mutual agreement.
- P9. Vendor must comply with all Nassau County, OSHA, and Department of Environmental Protection safety, environmental, permitting, and other regulations.
- P10. Vendor must abide by any local, state, or federal laws and regulations.
- P11. Vendor shall obtain all necessary permits and pay any associated fees at their own expense.

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APPENDIX "B" - Price Sheet

Guardrail Installation, Maintenance, and Repair Services (NC24-031-ITB)

Do not submit pricing in manual form. Bidders shall input pricing directly into the "Line Item Tab" section of PlanetBids.

Item Num	Item Description	Unit of Measure	Quantity
1	Guardrail Annual Inspection	LF	50000
2	Guardrail End Treatment Annual Inspection	EA	2000
3	Maintenance of Traffic	DAY	1
4	Sediment Barrier	LF	1
5	Floating Turbidity Barrier	LF	1
6	Staked Turbidity Barrier	LF	1
7	Inlet Protection System	EA	1
8	Removal of Existing Structure	LF	1
9	Silt Fence	LF	1
10	Miscellaneous Asphalt Pavement	TN	1
11	Cleaning Concrete Surface	SF	1
12	Cleaning and Coating Concrete Surface	SF	1
13	Reinforcing Steel	LB	1
14	Aluminum Bullet Railing - Single Rail	LF	1
15	Aluminum Bullet Railing - Triple Rail	LF	1
16	Aluminum Bullet Railing - Double Rail	LF	1
17	Aluminum Pipe Handrail	LF	1
18	Pedestrian/Bicycle Railing	LF	1
19	Concrete Curb - Bridge Transition Block	LF	1
20	Guardrail (Roadway)	LF	1
21	Guardrail (Bridge)	LF	1
22	Guardrail (Roadway, Double Face)	LF	1
23	Guardrail (Roadway, Thrie Beam)	LF	1
24	Guardrail (Roadway, Thrie Beam Double Face)	LF	1
25	Guardrail (Roadway, Modified Thrie Beam Double Face)	LF	1
26	Guardrail (Roadway, Modified Thrie Beam)	LF	1
27	Guardrail - Shop Bent Panels	LF	1
28	Rub Rail for Guardrail Single Sided	LF	1
29	Rub Rail for Guardrail Double Sided	LF	1
30	Special Guardrail Post	EA	1
31	Guardrail Bridge Anchorage Assembly (F&I)	EA	1
32	Guardrail Bridge Anchorage Assembly (Relocate)	EA	1
33	Guardrail Bridge Anchorage Assembly (Remove)	EA	1
34	Removal of Existing Guardrail	LF	1
35	Guardrail Post - Special Length	EA	1
36	Guardrail Anchorage - Concrete Barrier Wall	EA	1
37	Guardrail Post Replacement (Regular)	EA	1
38	Guardrail Post Replacement (Steel in Concrete)	EA	1
39	Guardrail Post Replacement (Steel in Asphalt)	EA	1
40	Guardrail Post Replacement (Steel in Soil)	EA	1

41 Guardrail Post Replacement (Wooden in Asphalt)	EA	1
42 Guardrail Post Replacement (Wooden in Soil)	EA	1
43 Guardrail End Anchorage Assembly (Flared)	EA	1
44 Guardrail End Anchorage Assembly (Parallel)	EA	1
45 Guardrail End Anchorage Assembly (Type I I)	EA	1
46 Guardrail End Anchorage Assembly (Type CRT)	EA	1
47 Guardrail End Anchorage Assembly (Double Face Terminal)	EA	1
48 Guardrail - Reset	LF	1
49 Performance Turf, Sod	SY	1
50 Guardrail Repairs (Replace, Wood Block)	EA	1
51 Guardrail Repairs (Replace, Plastic Block)	EA	1
52 End Anchor Assembly Flared (Replace Amber Reflect Sheet)	EA	1
53 Minor Maintenance Repair Service	HR	1
Emergency Mobilization (Percentage used to calculate the		
54 mobilization amount for each work authorization)	Percentage	1

**APPENDIX C**  
**INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor'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
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 Vendor/Contractor shall purchase and maintain at the Vendor/Contractor'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:

<b>Part One – Workers' Compensation Insurance – Unlimited</b>	
Statutory Benefits as provided in the Florida Statutes and	
<b>Part Two – Employer's Liability Insurance</b>	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

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

**AUTOMOBILE LIABILITY INSURANCE**

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor'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
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, 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 Vendor/Contractor.

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

**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **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.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
  - **CGL policy for construction related contracts –**
    - **Additional Insured Endorsement must include Ongoing and Completed**
    - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
    - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **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.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

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

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

If the Vendor/Contractor 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 Vendor/Contractor, in which event, Vendor/Contractor 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 Vendor/Contractor 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 Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors 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 Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor 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 Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor 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 Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



**APPENDIX "D"**

**CONTRACT FOR \*\*\*\*\* SERVICES**

THIS CONTRACT is entered into 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 \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as the "Vendor" on the day and year last written below (hereinafter "Effective Date").

WHEREAS, the County received \_\_\_\_\_ for \_\_\_\_\_ goods and/or services, on \_\_\_\_\_ at \_\_\_\_\_; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County's request for quote/bid/proposal and the Vendor's response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor's Response Price Sheet is attached hereto as Exhibit "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. Recitals.**

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Contract Exhibits.**

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

**Exhibit A** VENDOR'S RESPONSE PRICE SHEET

**Exhibit B** TECHNICAL SPECIFICATIONS/SCOPE OF WORK

**Exhibit C INSURANCE REQUIREMENTS**

**SECTION 3. Description of Goods and/or Services to be Provided.**

3.1 The Vendor shall provide the goods and/or services further described in the *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Exhibit "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 goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *Technical Specifications/Scope of Work* in a timely and professional manner in accordance with specifications referenced herein.

**SECTION 4. Payment and Invoicing.**

4.1 The County shall pay the Vendor in an amount not to exceed XXXX for the goods and/or services referenced in Exhibit(s) A and B. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Public Works Director or designee and to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. 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 found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**SECTION 5. Acceptance of Goods and/or Services.**

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County 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 refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate on \_\_\_\_\_. The term of this Contract may be extended in \_\_\_\_ ( ) year increments, for up to \_\_\_\_ ( ) additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this 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 7. Firm Prices.**

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

**SECTION 8. Funding.**

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 9. Expenses.**

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

**SECTION 10. Taxes, Liens, Licenses and Permits.**

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall 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 shall be addressed to the County Manager.

**10.2** The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**10.3** The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a 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 11. Governing Law, Venue and Compliance with Laws.**

**11.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**11.2** The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 12. Change Orders.**

**12. 1** 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 13. Modifications.**



13.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 14. Assignment and Subcontracting.**

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, 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 shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall 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, shall defend the County against such claims.

14.3 The Vendor shall 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 Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors 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 15. Severability.**

15.1 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 16. Termination for Default.**

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 17. Termination for Convenience.**

17.1 The County reserves the right to terminate this 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 goods and/or services 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, and records.

**SECTION 18. Force Majeure.**

**18.1** 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 restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**18.2** 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 section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, 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 created 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 section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall 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 delayed, in whole or in part, due to any of the causes described in this section, 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 goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/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 19. Access and Audits of Records.**

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court 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 upon five (5) days' written notice to the Vendor.

**SECTION 20. Public Emergencies.**

20.1 The Vendor agrees that 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 goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 21. Probationary Period.**



**21.1** The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

**SECTION 22. Independent Vendor Status.**

**22.1** The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

**22.2** The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

**SECTION 23. Indemnification.**

**23.1** The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor’s performance under this Contract.

**SECTION 24. Insurance.**

**24.1** The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

**24.2** The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 25. Dispute Resolution Process.**

**25.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**25.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**25.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.



**25.4** If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute 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 the dispute resolution or mediation process as set forth in this section.

**SECTION 26. E-Verify.**

**26.1** The Vendor shall comply with Section 448.095, Florida Statutes, 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 shall 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](http://www.uscis.gov/e-verify).

**26.2** The Vendor shall 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 shall 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.

**26.3** 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 Section 448.095(2)(c), Florida Statutes, 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 27. Public Records.**

**27.1** 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](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public



records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County 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 shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

**27.3** If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**27.4** If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

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



(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

**27.6** A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

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

**27.8** In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

**27.9** In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

**27.10** The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

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

**28.1** During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to 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. Scrutinized Companies and Public Entity Crimes.**

**29.1** The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

**SECTION 30. Anti-Discrimination.**



**30.1** The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 31. Advertising.**

**31.1** The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 32. Notices.**

**32.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County  
Attn:  
96135 Nassau Place  
Yulee, Florida 32097

Vendor: [Vendor Address]

Attn: [Vendor Contact Person]

[Vendor Address]

**SECTION 33. Attorney's Fees.**

**33.1** Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 34. Authority to Bind.**

**34.1** The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

**35.1** In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

**35.2** All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

**35.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**35.4** The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon

specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

**SECTION 36. Construction of Contract.**

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 37. Headings.**

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 38. Entire Agreement and Execution.**

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 39. Change of Laws.**

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate



this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

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

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**FORM A**  
**SWORN STATEMENT**  
**UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_  
(entity submitting sworn statement), whose business address is \_\_\_\_\_  
\_\_\_\_\_ and its Federal Employee Identification  
Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social  
Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ (please print name of individual signing),  
and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is \_\_\_\_\_ personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

## FORM B BIDDER QUESTIONNAIRE

The following questionnaire shall be answered by the Bidder for use in the evaluation process.

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: Email: \_\_\_\_\_  
Website Address: \_\_\_\_\_

2. **COMPANY STRUCTURE:**  
☐Sole Proprietor   ☐Partnership   ☐Corporation   ☐Other \_\_\_\_\_

3. Are you registered with the FL Secretary of State to conduct business?   ☐Yes   ☐No

4. Are you properly licensed/certified by the Federal or State to perform the specified services?  
☐Yes   ☐No

5. **EXPERIENCE:**  
Years in business: \_\_\_\_\_  
Years in business under this name: \_\_\_\_\_  
Years performing this type of work: \_\_\_\_\_  
Value of work now under contract: \_\_\_\_\_  
Value of work in place last year: \_\_\_\_\_  
Percentage (%) of work usually self-performed: \_\_\_\_\_  
Name of sub-vendors you may use: \_\_\_\_\_  
Has your company: Failed to complete or defaulted on a contract:   ☐Yes   ☐No  
Been involved in bankruptcy or reorganization:   ☐Yes   ☐No  
Pending judgment claims or suits against firm:   ☐Yes   ☐No

6. **PERSONNEL**  
How many employees does your company employ: \_\_\_\_\_  
(may use additional sheets if needed).

Position/Category (List all)	Full-time	Part-time
Management		

**7. REFERENCES:**

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone: Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract \$ Amount: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

Reference #2:

Company/Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone: Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract \$ Amount: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

Reference #3:

Company/Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Person: \_\_\_\_\_  
Phone: Email: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contract \$ Amount: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

**8. NOTICE OF PARTIES AND BINDING AUTHORITY**

The following information is required if Respondent is selected for award of a contract with the County.

**Notice to Parties**

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

**Binding Authority**

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_



**FORM C**  
**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_ (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is \_\_\_\_\_ personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**FORM D  
E-VERIFY AFFIDAVIT**

**NASSAU COUNTY E-VERIFY FORM UNDER  
SECTION 448.095, FLORIDA STATUTES**

Project Name: \_\_\_\_\_  
Bid No./Contract No.: \_\_\_\_\_

**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
- 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 (Attachment "A") attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "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 Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County 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.

**FORM D - 1**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ (Contractor 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 \_\_\_\_\_ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Contractor Company Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_



**FORM D - 2**  
**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 \_\_\_\_\_ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Contractor Company Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

**FORM E**

**COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT**

**Section 787.06, Florida Statutes**

**Contract, contract renewals and contract extensions**

Before me the undersigned authority, personally appeared \_\_\_\_\_, whom after being duly sworn, deposes and states:  
Affiant

1. My name is \_\_\_\_\_ and I am over the age of 18 years of age and I have personal knowledge of the matters set forth herein.
2. I am a corporate officer or other authorized person with \_\_\_\_\_, a non-governmental entity. I assert and acknowledge that I have legal authorization to contractually bind the non-governmental entity.
3. The non-governmental entity does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Laws Affidavit and that the facts stated in it are true.

Further Affiant Sayeth Naught.

Signature: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledgment**

The foregoing Affidavit was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

Signature: \_\_\_\_\_



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
Procurement Department  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
Ph: 904-530-6040

TO: All Prospective Bidders

FROM: Thomas O'Brien, Procurement Specialist

SUBJECT: Addendum No. 1  
Invitation to Bid Number NC24-031  
Guardrail Installation, Maintenance, and Repair Services

DATE: December 26, 2024

---

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

**Question and Answer:**

Is there a BID BOND Required? If so, do you have a special form to be used?

***Answer:** No Bid Bond is required, however, as specified in Appendix "A", Scope of Services and Specifications, Section A5, the resulting contract from this solicitation shall be for services needed on an as needed basis. Work Authorizations or purchase orders will be issued for each individual project. A Performance Bond shall be issued in accordance with this section for each individual project totaling One Hundred Thousand Dollars and 00/100 (\$100,000.00) or more. The Awarded Bidder(s), within ten (10) calendar days of the Work Authorization execution, must provide an acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100.0%) of the Work Authorization or Purchase Order, and issued by a corporate surety licensed to do business in the State of Florida and Nassau County.*

*Certified Copy of Recorded Performance and Payment Bonds are to be sent to the following address: Office of Ex-Officio Clerk, 76347 Veterans Way Suite 456, Yulee, Florida 32097, with attention to the bid number of this solicitation and the work authorization number or purchase order number.*

**The solicitation due date and opening has been changed to: January 8, 2025 at 10:00 AM EST.**

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**VENDOR HEREBY ACKNOWLEDGES THIS ADDENDUM ELECTRONICALLY THROUGH PLANETBIDS BY ITS BID SUBMISSION.**



## Exhibit B - Vendor Response



### INVITATION TO BID

#### NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

<b>Solicitation Title:</b> Guardrail Installation, Maintenance and Repair Services	<b>Issue Date:</b> December 9, 2024
<b>Solicitation Number:</b> NC24-031-ITB	<b>Project/Contract Duration:</b> Three (3) years after Contract Execution with option to renew for two (2) additional years
<b>Requesting Department:</b> Road Department	<b>Procurement Contact:</b> Thomas O'Brien
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Pre-Bid Date/Time:</b> N/A	<b>Deadline for Questions:</b> December 20, 2024 @ 4:00 PM ET
<b>Bid Due Date and Opening Date/Time:</b> January 2, 2025 @ 10:00 AM ET	
<b>Location of Bid Opening:</b> 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.

<b>Legal Name of Respondent:</b> Southeast Highway Guardrail & Attenuators, LLC		
<b>Business Address:</b> 1818 S Australian Ave, Suite 110, West Palm Beach, FL 33409		
<b>Phone Number:</b>	<b>Email:</b> iliana.angel@sehighway.com	<b>FL License Number:</b>
<b>Authorized Signature:</b> 	<b>Date:</b> 12/23/24	
<b>Printed Name of Signer:</b> Barry Snyder	<b>Title:</b> CEO	

#### 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)**



## Bid Results

### Bidder Details

**Vendor Name** Southeast Highway Guardrail & Attenuators, LLC  
**Address** 1818 S Australian Ave Suite 110  
West Palm Beach, Florida 33409  
United States  
**Respondee** Iliana Angel  
**Respondee Title** Estimating and Contracts Administrator  
**Phone** 561-223-4024  
**Email** iliana.angel@sehighway.com  
**Vendor Type**  
**License #**

### Bid Detail

**Bid Format** Electronic  
**Submitted** 01/06/2025 4:24 PM (EST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 408310

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
BID COVER PAGE.pdf	BID COVER PAGE.pdf	Bid Cover Page
FORM A - PUBLIC ENTITY CRIMES.pdf	FORM A - PUBLIC ENTITY CRIMES.pdf	Form A - Public Entity Crimes
FORM B - BIDDER QUESTIONNAIRE.pdf	FORM B - BIDDER QUESTIONNAIRE.pdf	Form B - Bidder Questionnaire
Form C - Drug Free Workplace Certification.pdf	Form C - Drug Free Workplace Certification.pdf	Form C - Drug Free Workplace Certification
FORM D - E-VERIFY AFFIDAVIT.pdf	FORM D - E-VERIFY AFFIDAVIT.pdf	Form D - E-Verify Affidavit
FORM E - COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT.pdf	FORM E - COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT.pdf	Form E - Compliance with Anti-Human Trafficking Laws Affidavit
Everify MOU- SOUTHEAST HIGHWAY.pdf- 2022.pdf	Everify MOU- SOUTHEAST HIGHWAY.pdf- 2022.pdf	Proof of E-Verify Registration or MOU
COI AND ENDORSEMENTS.pdf	COI AND ENDORSEMENTS.pdf	Proof of Insurance
Palm Beach County LBTR 093024-093025pdf.pdf	Palm Beach County LBTR 093024-093025pdf.pdf	Applicable Licenses

## Line Items

**Discount Terms** No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Imported Items</b>							<b>\$16,564,4500</b>		
1	1		Guardrail Annual Inspection	LF	50000	\$0.0001	\$5.0000	Yes	
2	2		Guardrail End Treatment Annual Inspection	EA	2000	\$0.0001	\$0.2000	Yes	
3	3		Maintenance of Traffic	DAY	1	\$3,500.0000	\$3,500.0000	Yes	
4	4		Sediment Barrier	LF	1	\$0.2500	\$0.2500	Yes	
5	5		Floating Turbidity Barrier	LF	1	\$1.0000	\$1.0000	Yes	
6	6		Staked Turbidity Barrier	LF	1	\$1.0000	\$1.0000	Yes	
7	7		Inlet Protection System	EA	1	\$1.0000	\$1.0000	Yes	
8	8		Removal of Existing Structure	LF	1	\$1.0000	\$1.0000	Yes	
9	9		Silt Fence	LF	1	\$15.0000	\$15.0000	Yes	
10	10		Miscellaneous Asphalt Pavement	TN	1	\$300.0000	\$300.0000	Yes	
11	11		Cleaning Concrete Surface	SF	1	\$5.0000	\$5.0000	Yes	
12	12		Cleaning and Coating Concrete Surface	SF	1	\$25.0000	\$25.0000	Yes	
13	13		Reinforcing Steel	LB	1	\$1.0000	\$1.0000	Yes	
14	14		Aluminum Bullet Railing - Single Rail	LF	1	\$30.0000	\$30.0000	Yes	
15	15		Aluminum Bullet Railing - Triple Rail	LF	1	\$60.0000	\$60.0000	Yes	
16	16		Aluminum Bullet Railing - Double Rail	LF	1	\$40.0000	\$40.0000	Yes	
17	17		Aluminum Pipe Handrail	LF	1	\$60.0000	\$60.0000	Yes	
18	18		Pedestrian/Bicycle Railing	LF	1	\$90.0000	\$90.0000	Yes	
19	19		Concrete Curb - Bridge Transition Block	LF	1	\$750.0000	\$750.0000	Yes	
20	20		Guardrail (Roadway)	LF	1	\$22.0000	\$22.0000	Yes	
21	21		Guardrail (Bridge)	LF	1	\$24.0000	\$24.0000	Yes	
22	22		Guardrail (Roadway, Double Face)	LF	1	\$5.0000	\$5.0000	Yes	
23	23		Guardrail (Roadway, Thrie Beam)	LF	1	\$30.0000	\$30.0000	Yes	
24	24		Guardrail (Roadway, Thrie Beam Double Face)	LF	1	\$5.0000	\$5.0000	Yes	
25	25		Guardrail (Roadway, Modified Thrie Beam Double Face)	LF	1	\$8.0000	\$8.0000	Yes	
26	26		Guardrail (Roadway, Modified Thrie Beam)	LF	1	\$40.0000	\$40.0000	Yes	
27	27		Guardrail - Shop Bent Panels	LF	1	\$24.0000	\$24.0000	Yes	
28	28		Rub Rail for Guardrail Single Sided	LF	1	\$10.0000	\$10.0000	Yes	
29	29		Rub Rail for Guardrail Double Sided	LF	1	\$20.0000	\$20.0000	Yes	
30	30		Special Guardrail Post	EA	1	\$250.0000	\$250.0000	Yes	
31	31		Guardrail Bridge Anchorage Assembly (F&I)	EA	1	\$1,500.0000	\$1,500.0000	Yes	
32	32		Guardrail Bridge Anchorage Assembly (Relocate)	EA	1	\$150.0000	\$150.0000	Yes	
33	33		Guardrail Bridge Anchorage Assembly (Remove)	EA	1	\$150.0000	\$150.0000	Yes	
34	34		Removal of Existing Guardrail	LF	1	\$15.0000	\$15.0000	Yes	
35	35		Guardrail Post - Special Length	EA	1	\$50.0000	\$50.0000	Yes	
36	36		Guardrail Anchorage - Concrete Barrier Wall	EA	1	\$150.0000	\$150.0000	Yes	
37	37		Guardrail Post Replacement (Regular)	EA	1	\$80.0000	\$80.0000	Yes	
38	38		Guardrail Post Replacement (Steel In Concrete)	EA	1	\$1.0000	\$1.0000	Yes	
39	39		Guardrail Post Replacement (Steel In Asphalt)	EA	1	\$75.0000	\$75.0000	Yes	
40	40		Guardrail Post Replacement (Steel In Soil)	EA	1	\$60.0000	\$60.0000	Yes	
41	41		Guardrail Post Replacement (Wooden In Asphalt)	EA	1	\$60.0000	\$60.0000	Yes	
42	42		Guardrail Post Replacement (Wooden In Soil)	EA	1	\$60.0000	\$60.0000	Yes	
43	43		Guardrail End Anchorage Assembly (Flared)	EA	1	\$2,900.0000	\$2,900.0000	Yes	
44	44		Guardrail End Anchorage Assembly (Parallel)	EA	1	\$3,800.0000	\$3,800.0000	Yes	
45	45		Guardrail End Anchorage Assembly (Type I I)	EA	1	\$900.0000	\$900.0000	Yes	
46	46		Guardrail End Anchorage Assembly (Type CRT)	EA	1	\$1,800.0000	\$1,800.0000	Yes	
47	47		Guardrail End Anchorage Assembly (Double Face Terminal)	EA	1	\$150.0000	\$150.0000	Yes	
48	48		Guardrail - Reset	LF	1	\$20.0000	\$20.0000	Yes	
49	49		Performance Turf, Sod	SY	1	\$5.0000	\$5.0000	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	50		Guardrail Repairs (Replace, Wood Block)	EA	1	\$15.0000	\$15.0000	Yes	
51	51		Guardrail Repairs (Replace, Plastic Block)	EA	1	\$15.0000	\$15.0000	Yes	
52	52		End Anchor Assembly Flared (Replace Amber Reflect Sheet)	EA	1	\$35.0000	\$35.0000	Yes	
53	53		Minor Maintenance Repair Service	HR	1	\$50.0000	\$50.0000	Yes	
Section 2							\$0.0001		
54	54		Emergency Mobilization (Percentage used to calculate the mobilization amount for each work authorization)	Percentage	1	\$0.0001	\$0.0001	Yes	



Line Item Subtotals

	Section Title	Line Total
Imported Items		\$16,564.4500
Section 2		\$0.0001
	Grand Total	\$16,564.4501

**FORM A**  
**SWORN STATEMENT**  
**UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for  
Southeast Highway Guardrail & Attenuators, LLC.
2. This sworn statement is submitted by Southeast Highway Guardrail & Attenuators, LLC  
(entity submitting sworn statement), whose business address is  
1818 S Australian Ave, Suite 110, West Palm Beach, FL 33409  
and its Federal Employee Identification  
Number (FEIN) is 81-2488503. (If the entity has no FEIN, include the Social  
Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is Barry Snyder (please print name of individual signing),  
and my relationship to the entity named above is CEO.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,  
means a violation of any state or federal law by a person with respect to and directly related to the  
transaction of business with any public entity or with an agency or political subdivision of any other  
state or with the United States, including, but not limited to, any bid or contract for goods or services,  
any leases for real property, or any contract for the construction or repair of a public building or  
public work, to be provided to any public entity or an agency or political subdivision of any other  
state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,  
conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida  
Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an  
adjudication of guilt, in any federal or state trial court of record relating to charges brought by  
indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a  
plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the  
entity and who has been convicted of a public entity crime. The term "affiliate" includes  
those officers, directors, executives, partners, shareholders, employees, members, and  
agents who are active in the management of an affiliate. The ownership by one person of  
shares constituting a controlling interest in another person, or a pooling of equipment or  
income among persons when not to fair market value under an arm's length agreement,  
shall be prima facie case that one person controls another person. A person who knowingly  
enters into a joint venture with a person who has been convicted of a public entity crime in  
Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any  
natural person or entity organized under the laws of any state or of the United States with the legal  
power to enter into binding contract and which bids or applies to bid on contracts let by a public  
entity, or which otherwise transacts or applies to transact business with a public entity. The term  
"person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. *(Please indicate which statement applies.)*

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

*Barry Snyder*  
Signature  
12/23/24  
Date

State of: FL  
County of: Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23 day of December, 2024 by Barry Snyder who is ☒ personally known to me or ☐ produced as identification.

*Rebecca Mobley*  
Notary Public  
My commission expires: 10/27/25







**7. REFERENCES:**

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:

Company/Agency Name: Florida's Turnpike Enterprise - FDOT

Address: Florida's Turnpike Enterprise Headquarters, Milepost 263, Bldg. 5315, Ocoee, FL

Contract Person: Eliecer Bustamante

Phone: Email: 954 934 1238 - Eliecer.Bustamante@dot.state.fl.us

Project Description: Guardrail Maintenance - E8S39

Contract \$ Amount: \$743,907.00

Date Completed: 2022

Reference #2:

Company/Agency Name: Orange County

Address: 400 E South Street, Orlando, FL 328001

Contract Person: Michael Baker

Phone: Email: 407 836 7853 - Michael.Baker@ocfl.net

Project Description: Y21-1079 Guardrail and Handrail Installation Repair

Contract \$ Amount: \$1,341,287.50

Date Completed: 11/28/2024

Reference #3:

Company/Agency Name: Palm Beach County

Address: 2300 N Jog Rd, 3rd Floor, West Palm Beach, FL 33416

Contract Person: Mark Davis

Phone: Email: 561 307 0328 - mdavis1@pbcgov.org

Project Description: 2020052 - Annual Guardrail Contract

Contract \$ Amount: \$2,120,000.00

Date Completed: 11/10/2023

**8. NOTICE OF PARTIES AND BINDING AUTHORITY**

The following information is required if Respondent is selected for award of a contract with the County.

**Notice to Parties**

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: Southeast Highway Guardrail & Attenuators, LLC

Attn: Barry Snyder

Mailing Address: 1818 S Australian Ave, Suite 110, West Palm Beach, FL 33409

**Binding Authority**

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): Barry Snyder

Title: CEO

Email Address: iliana.angel@sehighway.com

Phone Number: 561 792 0040

FULL TIME EMPLOYEES		
LAST NAME	FIRST NAME	POSITION
Aceró	Marvin	Guardrail Installer
Aguilar	Kevin	Guardrail Installer
Aguilera	Roberto	Guardrail Installer
Alcolea	Vicente	Guardrail Installer
Alvarenga	Adan	Guardrail Installer
Brown	Denise	Guardrail Installer
Cespedes	Lazaro	Guardrail Installer
Cordero	Valeris	Guardrail Installer
Cordoves	Celso	Guardrail Installer
Cortes	Leandro	Guardrail Installer
Cuadot	Demetrio	Guardrail Installer
Cubas	Jorge	Guardrail Installer
Cubas	Luis	Guardrail Installer
Dor	Herold	Guardrail Installer
Estevez	Luis	Guardrail Installer
Garcia	Dayan	Guardrail Installer
Gomez	Jose	Guardrail Installer
Gomez Reyes	Francis	Guardrail Installer
Granados	Jose	Guardrail Installer
Green	Eirick	Guardrail Installer
Guevara	Juan	Guardrail Erector
Guevara	Ruben	Guardrail Erector
Henry	Andrien	Guardrail Installer
Henry	AJ	Guardrail Installer
Hernandez	Pablo	Guardrail Installer
Herrera	Julio	Guardrail Installer
Hidalgo Garcia	Luis	Guardrail Installer
Joseph	Hudson	Guardrail Installer
Lopez	Alex	Guardrail Installer
Marquez Cubas	Yan	Guardrail Installer
Masot	Yosmany	Guardrail Erector
Moreira	Ocleidis	Guardrail Erector
Morel	Randy	Guardrail Installer
Noel	Peterson	Guardrail Installer
Ojeda	Luis Carlos	Guardrail Installer
Otano	Jhonatan	Guardrail Installer
Perez	Julio	Guardrail Installer
Ramirez	Frank	Guardrail Erector
Ramos	Luis	Guardrail Installer
Reyes	Yeris "Alex"	Guardrail Installer
Reyes	Julio	Guardrail Installer
Rodriguez	Raidel	Guardrail Installer
Rojas	Noel	Guardrail Installer
Sanchez	Rigoberto	Guardrail Installer
Torres	Joseph	Guardrail Installer
Torres	Ramon	Guardrail Installer
Vasquez	Jose E	Guardrail Erector
Vasquez	Miguel	Guardrail Installer
Velasquez	Marco	Guardrail Installer
Villatoro	Jose	Guardrail Erector
Villatoro	Neri	Guardrail Installer
Villatoro	Ruperto	Guardrail Installer
Management		
Angel	Williana	Estimating

Battelene	Todd	Management
Hodgson	Maria Laura	HR
Lougheed	Laurence	Controller
Mobley	Rebecca	Exec Assistant
Munoz	Karen	Assistant PM/ Trainee
Restrepo	Julian	Admin
Sinkus	Connie	AR
Snyder	Barry	CEO
Sutherland	Jean	AP
Cuadot	Ernesto	Project Manager
Rodriguez	Fabian	Assistant PM
Joy	Jason	Project Manager
Sanchez	Andres	Assistant PM

**FORM C**  
**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that  
Southeast Highway Guardrail & Attenuators, LLC (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

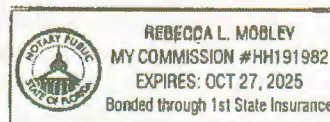
"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

[Signature]  
Authorized Signature  
12/23/24  
Date Signed

State of: FL  
County of: Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or online notarization, this 23 day of December, 2024 by Barry Snyder who is ✓ personally known to me or produced as identification.

Rebecca Mobley  
Notary Public  
My commission expires: 10/27/25





**FORM D  
E-VERIFY AFFIDAVIT**

**NASSAU COUNTY E-VERIFY FORM UNDER  
SECTION 448.095, FLORIDA STATUTES**

Project Name: Guardrail Installation, Maintenance, and Repair Services

Bid No./Contract No.: NC24-031-ITB

**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
- 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 (Attachment "A") attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "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 Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b. If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County 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.

**FORM D - 1**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Southeast Highway Guardrail & Attenuators, LLC (Contractor 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 Southeast Highway Guardrail & Attenuators, LLC (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

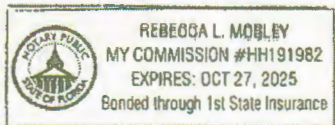
Barry Snyder  
Print Name: Barry Snyder  
Date: 12/23/24

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 12/23/24 (Date) by Barry Snyder  
(Name of Officer or Agent, Title of Officer or Agent) of CEO  
(Name of Contractor Company Acknowledging), a DE (State or Place of  
LLC Incorporation) Corporation, on behalf of the Corporation (He/She is personally known to me or has produced as identification.

Rebecca Mobley  
Notary Public  
Rebecca Mobley  
Printed Name

My Commission Expires: 10/27/25



**FORM D - 2**  
**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 \_\_\_\_\_ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Contractor Company Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_



FORM E

**COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT**

**Section 787.06, Florida Statutes**  
**Contract, contract renewals and contract extensions**

Before me the undersigned authority, personally appeared Southeast Highway Guardrail & Attenuators, LLC, whom after being duly sworn, deposes and states:  
Affiant

1. My name is Barry Snyder and I am over the age of 18 years of age and I have personal knowledge of the matters set forth herein.
2. I am a corporate officer or other authorized person with Southeast Highway Guardrail & Attenuators, LLC, a non-governmental entity. I assert and acknowledge that I have legal authorization to contractually bind the non-governmental entity.
3. The non-governmental entity does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Laws Affidavit and that the facts stated in it are true.

Further Affiant Sayeth Naught.

Signature: 

Firm Name: Southeast Highway Guardrail & Attenuators, LLC

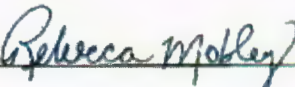
Title: CEO

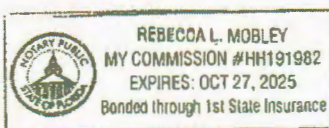
Date: 12/23/24

**Acknowledgment**

The foregoing Affidavit was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23 day of December, 2024 by Barry Snyder who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

Signature: 



Docusign Envelope ID: 156D4971-E408-4387-872E-E3AFF70008D9



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County  
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
7760 HOOPER RD  
ROYAL PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ADMINISTRATIVE OFFICE	SOUTHEAST HIGHWAY HOLDINGS LLC		B24 642602 08/02/2024	\$132.00	B40147899

This document is valid only when receipted by the Tax Collector's Office.



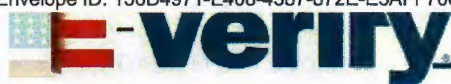
7-1370

SOUTHEAST HIGHWAY HOLDINGS LLC  
SOUTHEAST HIGHWAY GUARDRAILS AND ATTENUATORS  
7760 HOOPER RD  
WEST PALM BEACH FL 33411-3831



STATE OF FLORIDA  
PALM BEACH COUNTY  
2024 / 2025 LOCAL BUSINESS TAX RECEIPT  
LBTR Number: 2016093002  
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Company ID Number: 1113707

Approved by:

<b>Employer</b> Southeast Highway Guardrail & Attenuators	
<b>Name (Please Type or Print)</b> Megan Reynolds	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/27/2016
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/27/2016



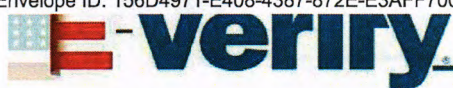


Company ID Number: 1113707

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	Southeast Highway Guardrail & Attenuators
Company Facility Address	7760 Hooper Rd. West Palm Beach, FL 33411
Company Alternate Address	
County or Parish	PALM BEACH
Employer Identification Number	812488503
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	3 site(s)



DocuSign Envelope ID: 156D4971-E408-4387-872E-E3AFF70008D9



Company ID Number: 1113707

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FL

3



SOUTATT-01

MMORSE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/23/2024

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).

<b>PRODUCER</b> World Insurance Associates, LLC 29 S Main Street, 3rd Floor West Hartford, CT 06107	<b>CONTACT NAME:</b> Melissa Morse <b>PHONE (A/C, No, Ext):</b> (860) 502-3773 238 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> melissamorse@worldinsurance.com														
<b>INSURED</b> Southeast Highway Guardrail and Attenuators, LLC. 1818 South Australian Avenue Suite 110 West Palm Beach, FL 33409	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : American Casualty Company of Reading, Pennsylvania</td><td>20427</td></tr><tr><td>INSURER B : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C : Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D : SiriusPoint Specialty Insurance Corp</td><td>16820</td></tr><tr><td>INSURER E : Continental General Insurance Company</td><td>71404</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Casualty Company of Reading, Pennsylvania	20427	INSURER B : Continental Casualty Company	20443	INSURER C : Continental Insurance Company	35289	INSURER D : SiriusPoint Specialty Insurance Corp	16820	INSURER E : Continental General Insurance Company	71404	INSURER F :	
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INSURER E : Continental General Insurance Company	71404														
INSURER F :															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7015245865	11/2/2024	11/2/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SITE POLLUTION \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY PIP \$10,000			7015245851	11/2/2024	11/2/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7015245879	11/2/2024	11/2/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
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 N	N/A	7034498116	11/2/2024	11/2/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			TSX001171-24	11/2/2024	11/2/2025	Excess Liability \$ 1,000,000
E	Installation			7015410586	11/2/2024	11/2/2025	\$5,000 deductible \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
NC24-031-ITB Guardrail Installation, Maintenance and Repair Services. CERTIFICATE HOLDER NAMED ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA  
96135 Nassau Place, Suite 2  
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



**Business Auto Policy  
Policy Endorsement**

**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) **Bodily injury or property damage** caused by an accident that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an insured under any other liability "policy" providing auto coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 12; Page: 1 of 4

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7015245851

Policy Effective Date: 11/02/2024

Policy Page: 84 of 167





**Business Auto Policy  
Policy Endorsement**

**C. Fellow Employee**

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to Section III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to Section III. Paragraph A.:

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:
  - (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per accident.

**E. Airbag Coverage**

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 12; Page: 2 of 4

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7015245851

Policy Effective Date: 11/02/2024

Policy Page: 85 of 167





**Business Auto Policy  
Policy Endorsement**

**F. Electronic Equipment**

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the auto's actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to Sections II and III:

- 1. Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An auto owned by that "executive officer" or a member of that person's household; or
  - b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to Section IV, Paragraph A.2.a.:

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 12; Page: 3 of 4

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7015245851

Policy Effective Date: 11/02/2024

Policy Page: 86 of 167



**Business Auto Policy  
Policy Endorsement**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. paragraph C.** is deleted and replaced by the following:

**Bodily Injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 12; Page: 4 of 4

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7015245851

Policy Effective Date: 11/02/2024

Policy Page: 87 of 167





**CNA Paramount Excess and Umbrella Liability  
Policy Declarations**

**POLICY DECLARATIONS**

**Named Insured and Mailing Address**

**Named Insured:**

SOUTHEAST HIGHWAY GUARDRAIL &  
ATTENUATORS, LLC

**Mailing Address:**

1818 S AUSTRALIAN AVE STE 110  
WEST PALM BEACH, FL 33409-6427

**Policy Information**

**Policy Number:** 7015245879

**Renewal of:** 7015245879

**Insurer's Name and Address:**

The Continental Insurance Company  
151 N Franklin St  
Chicago, IL 60606

**Producer Information**

**Producer:**

WORLD INS ASSOC LLC  
29 S MAIN ST STE 308  
WEST HARTFORD, CT 06107-2422

**Producer Code:** 580-095271

**Policy Period**

11/02/2024 to 11/02/2025 at 12:01 a.m. Standard Time at your mailing address.

**Limits of Insurance**

Each Incident Limit	\$3,000,000
Aggregate Limit	\$3,000,000
Aggregate Products-Completed Operations Hazard Limit	\$3,000,000
Policy Aggregate Limit	N/A
Crisis Management Expenses Aggregate Limit	\$300,000
Key Employee Replacement Expenses Aggregate Limit	\$100,000

**Self-Insured Retention**

Self-Insured Retention \$0



**CNA Paramount Excess and Umbrella Liability  
Policy Declarations**

Schedule of Underlying Insurance			
Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
American Casualty Company of Reading, Pennsylvania  7015245865  11/02/2024 to 11/02/2025	General Liability	Each Occurrence Limit  General Aggregate Limit Per Location : no Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000  \$2,000,000  \$2,000,000 \$1,000,000
Continental Casualty Company  7015245851  11/02/2024 to 11/02/2025	Auto Liability	Combined Single Limit	\$1,000,000

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 2 of 3

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7015245879

Policy Effective Date: 11/02/2024

Policy Page: 16 of 65





**CNA Paramount Excess and Umbrella Liability  
Policy Declarations**

Schedule of Underlying Insurance			
Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Continental Insurance Company  7034498116  11/02/2024 to 11/02/2025	Employers Liability	Bodily Injury by Accident- Each Accident Limit	\$1,000,000
		Bodily Injury by Disease - Policy Limit	\$1,000,000
		Bodily Injury by Disease - Each Employee Limit	\$1,000,000
IN ANY JURISDICTION, STATE, OR PROVINCE WHERE THE AMOUNT OF EMPLOYERS LIABILITY INSURANCE PROVIDED BY THE UNDERLYING INSURER(S) IS BY LAW "UNLIMITED", THE UNDERLYING EMPLOYERS LIABILITY LIMIT(S) SHOWN IN THE ABOVE SCHEDULE DO NOT APPLY AND NO COVERAGE SHALL BE PROVIDED FOR EMPLOYERS LIABILITY UNDER THIS POLICY.			

Forms and Endorsements Attached to this Policy
See SCHEDULE OF FORMS AND ENDORSEMENTS

Premium	
Minimum Earned Premium	0% of the Total Premium
Total Premium	\$305,158.37
Premium includes the following amount for Certified Acts of Terrorism Coverage	\$2,908
Florida Insurance Guaranty Emergency Assessment Surcharge	\$3,021.37

Notices	
Notice to insurer	
Address:	CNA Claims Reporting P.O. Box 8317 Chicago, IL 60680-8317
Fax #:	800-446-8632
Email Address:	HPReports@CNA.com

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 3 of 3

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7015245879

Policy Effective Date: 11/02/2024

Policy Page: 17 of 65



**CNA Paramount Excess and Umbrella Liability  
Policy Schedule**

**PAYMENT PLAN SCHEDULE**

**PAYMENT PLAN SCHEDULE**

**THE BILLING FOR THIS POLICY WILL BE FORWARDED TO YOU DIRECTLY FROM CNA.**

**THIS PREMIUM WILL BE INVOICED BY CNA ON A SEPARATE STATEMENT ACCORDING TO THE PAYMENT  
OPTION YOU SELECT.**

The premium amount for this transaction is:

**\$305,158.37**

Form No: CNA84401XX (12-2015)

Policy Schedule Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7015245879

Policy Effective Date: 11/02/2024

Policy Page: 18 of 65





**CNA Paramount Excess and Umbrella Liability  
Policy Schedule**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

Endorsement Number	Form Name	Form Number	Form Edition Date
	POLICYHOLDER NOTICE - FRAUD NOTIFICATION	CNA104750XX	06-2023
	POLICYHOLDER NOTICE - OFFER OF TERRORISM COVERAGE DISCLOSURE OF PREMIUM	CNA75532XX	01-2021
	POLICYHOLDER NOTICE OFAC REQUIREMENTS	CNA76614XX	03-2015
	POLICYHOLDER NOTICE CONTACT INFORMATION FLORIDA	CNA76616FL	03-2015
	POLICYHOLDER NOTICE - FLORIDA	CNA77863FL	02-2014
	POLICY DECLARATIONS	CNA75501XX	03-2015
	PAYMENT PLAN SCHEDULE	CNA84401XX	12-2015
	PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY	CNA75504XX	03-2015
1	CANCELLATION AND NON-RENEWAL ENDORSEMENT - FLORIDA	CNA62814FL	09-2012
2	UNDERLYING INSURANCE COVERAGE LIMITATION ENDORSEMENT	CNA76492XX	03-2015
3	POLLUTANT ENDORSEMENT - INDIANA	CNA76575XX	03-2015
4	STATE AMENDATORY ENDORSEMENT FLORIDA	CNA76580FL	03-2015
5	UNINSURED/UNDERINSURED MOTORIST COVERAGE ENDORSEMENT - FLORIDA	CNA76587FL	03-2015
6	EXCESS AND UMBRELLA POLICY - STATE AMENDATORY ENDORSEMENT - FLORIDA	CNA76647FL	10-2015
7	AMENDMENT TO NAMED INSURED	CNA88301XX	08-2017
8	DESIGNATED EXPOSURES EXCLUSION ENDORSEMENT	CNA103365XX	03-2022

Form No: CNA62640XX (09-2012)

Policy Schedule Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7015245879

Policy Effective Date: 11/02/2024

Policy Page: 19 of 65





## CNA Paramount Excess and Umbrella Liability Policy

### PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

#### I. COVERAGES

##### A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
  - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
  - b. the **claim** is first made during the **policy period**.

##### B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;

Form No: CNA75504XX (03-2015)

Policy Page: 1 of 32

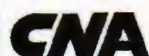
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7015245879

Policy Effective Date: 11/02/2024

Policy Page: 20 of 65





**CNA PARAMOUNT**

**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

**TABLE OF CONTENTS**

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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CNA74705XX (1-15)

Page 1 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

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Policy No: 7015245865

Endorsement No: 1

Effective Date: 11/02/2024





CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

**1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**D. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

CNA74705XX (1-15)

Page 2 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

Policy No: 7015245865

Endorsement No: 1

Effective Date: 11/02/2024





CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**E. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

CNA74705XX (1-15)

Page 3 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

Policy No: 7015245865

Endorsement No: 1

Effective Date: 11/02/2024

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CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY - EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

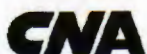
**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or





**CNA PARAMOUNT**

**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

- A. Under **COVERAGES**, Coverage A – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

**l. Damage to Your Work**

**Property damage to your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

CNA74705XX (1-15)

Page 5 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

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Endorsement No: 1

Effective Date: 11/02/2024

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CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

**7. CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **Insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **Insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**8. ELECTRONIC DATA LIABILITY**

CNA74705XX (1-15)

Page 6 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

Policy No: 7015245865

Endorsement No: 1

Effective Date: 11/02/2024

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CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

**Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

**9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

CNA74705XX (1-15)

Page 7 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

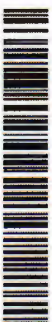
Policy No: 7015245865

Endorsement No: 1

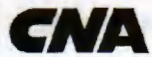
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CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

**claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**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.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.





CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

CNA74705XX (1-15)

Page 9 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

Policy No: 7015245865

Endorsement No: 1

Effective Date: 11/02/2024

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CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:

**I.** add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

**a.** **professional health care services** on behalf of the **Named Insured** or

**b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

**a.** Physician;

**b.** Nurse;

**c.** Nurse practitioner;

**d.** Emergency medical technician;

**e.** Paramedic;

**f.** Dentist;

**g.** Physical therapist;

**h.** Psychologist;

**i.** Speech therapist;

**j.** Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

**II.** delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

**III.** amend the definition of **Insured** to:

**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and





CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

CNA74705XX (1-15)

Page 11 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

Policy No: 7015245865

Endorsement No: 1

Effective Date: 11/02/2024

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**CNA PARAMOUNT**

**Contractors' General Liability Extension Endorsement**

**J. Damage to Property**

**Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

CNA74705XX (1-15)

Page 12 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

Policy No: 7015245865

Endorsement No: 1

Effective Date: 11/02/2024





CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., **Damage To Premises Rented To You Limit**, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the **Damage To Premises Rented To You Limit** is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The **Damage To Premises Rented To You Limit** is the greater of:

- a. \$500,000; or
- b. The **Damage To Premises Rented To You Limit** shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

**16. LIQUOR LIABILITY**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**17. MEDICAL PAYMENTS**

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

CNA74705XX (1-15)

Page 13 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

Policy No: 7015245865

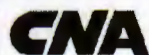
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**CNA PARAMOUNT**

**Contractors' General Liability Extension Endorsement**

**B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:**

**(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and**

**18. NON-OWNED AIRCRAFT**

**Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:**

**The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:**

**This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:**

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;**
- 2. the aircraft is rented with a trained, paid crew to the Named Insured; and**
- 3. the aircraft is not being used to carry persons or property for a charge.**

**19. NON-OWNED WATERCRAFT**

**Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following.**

**This exclusion does not apply to:**

**(2) a watercraft that is not owned by any Named Insured, provided the watercraft is:**

- (a) less than 75 feet long; and**
- (b) not being used to carry persons or property for a charge.**

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

**A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:**

**Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.**

**B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:**

- 1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:**

**This insurance does not apply to:**

**Knowing Violation of Rights of Another**

**Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:**

- (a) the Named Insured; or**
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.**

- 2. add the following exclusions:**

**CNA74705XX (1-15)**

**Page 14 of 17**

**AMERICAN CASUALTY CO OF READING, PA**

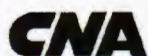
**Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC**

**Policy No: 7015245865**

**Endorsement No: 1**

**Effective Date: 11/02/2024**





CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

CNA74705XX (1-15)

Page 15 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

Policy No: 7015245865

Endorsement No: 1

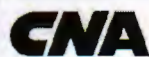
Effective Date: 11/02/2024

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CNA PARAMOUNT

**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property Insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

CNA74705XX (1-15)

Page 16 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

Policy No: 7015245865

Endorsement No: 1

Effective Date: 11/02/2024





**CNA PARAMOUNT**

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

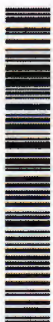
However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA74705XX (1-15)

Page 17 of 17

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

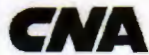
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Policy No: 7015245865

Endorsement No: 1

Effective Date: 11/02/2024





CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. In the performance of your ongoing operations subject to such **written contract**; or
  - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. The **written contract** requires you to provide the additional insured such coverage; and
    - 2. This **Coverage Part** provides such coverage; and
  - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - 1. Coverage broader than what you are required to provide by the **written contract**; or
    - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
  - 1. The **written contract** requires you to provide the additional insured such coverage; and
  - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

CNA75079XX (3-22)

Page 1 of 3

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

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Policy No: 7015245865  
Endorsement No: 5  
Effective Date: 11/02/2024

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**CNA PARAMOUNT**

**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  2. Supervisory, inspection, architectural or engineering activities; or
- B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**CNA PARAMOUNT**

**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

**A.** Was executed prior to:

1. The **bodily injury or property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

**B.** Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury offense**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75079XX (3-22)

Page 3 of 3

AMERICAN CASUALTY CO OF READING, PA

Insured Name: SOUTHEAST HIGHWAY GUARDRAIL & ATTENUATORS, LLC

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Policy No: 7015245865  
Endorsement No: 5  
Effective Date: 11/02/2024





**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

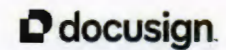
Endorsement No: 2; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 34498116

Policy Effective Date: 11/02/2023

Policy Page: 42 of 65



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Doug Podiak

dpodiak@nassaucountyfl.com

Facilities Director

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Tracy Poore

tpoore@nassaucountyfl.com

OMB Admin

Nassau County BOCC

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chris lacambra

clacambra@nassaucountyfl.com

OMB Director

Nassau County BOCC

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Samira Beckham sbeckham@nassaucountyfl.com Administrative Specialist I Nassau County Board of County Commissioners Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 4/28/2025 9:25:25 AM
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

**To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.

REV. 10-17-2023 Previous  
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