



**ALACHUA COUNTY
ROAD AND BRIDGE CONSTRUCTION AGREEMENT FOR INVITATION TO BID
NO. 22-994**

LAP PROJECT NO. 443252-1-38-01

PROJECT NO. 9197909

AGREEMENT NO. 12104

**INTERSECTION IMPROVEMENTS AT CR 235 AND NEWBERRY LANE
WITH
CHRIS TORRENCE ELECTRIC & UTILITY, INC.**

CONSTRUCTION AGREEMENT NO. 12104 BETWEEN ALACHUA COUNTY AND CHRIS TORRENCE ELECTRIC & UTILITY, INC. FOR INVITATION TO BID NO. 22-994 – PROJECT NO. 9197909 – FOR INTERSECTION IMPROVEMENTS AT CR 235 AND NEWBERRY LANE

THIS AGREEMENT made and entered into upon execution, by and between, Chris Torrence Electric & Utility, Inc., a Florida for profit corporation, whose principal business address is 954 NW 244th Drive, Newberry, FL 32669, (hereinafter referred to as “Contractor”), and Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as “County”) (collectively, the County and Contractor are hereinafter referred to as the “Parties”).

WITNESSETH:

WHEREAS, the County issued Invitation to Bid No. 22-994 seeking the bids from road construction contractors to furnish all labor, materials, equipment and apparatus for the construction of: construct an Intersection Conflict Warning System at the intersection of CR 235 and Newberry Lane, *in Alachua County, Florida*; and

WHEREAS, after evaluating and considering all timely responses to Invitation to Bid No. 22-994, the County identified the Contractor as the lowest price, responsive, responsible bidder; and

WHEREAS, the County desires to contract with the Contractor to provide the work described in Invitation to Bid No. 22-994 and the Contractor desires to perform such work for the County in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

- 1 **THE WORK.** That the Contractor shall furnish all labor, material, equipment, apparatus and services covered by **Exhibit 1: Non-Technical Specifications** attached hereto and incorporated by reference, **Exhibit 2: Technical Specifications** attached hereto and incorporated by reference, and **Exhibit 12: Alachua County Public Works Financial Project ID 443252-1-38-01, Alachua County CR 235 at Newberry Lane Signalization Plans**, Final Plans dated April 16, 2020, for *Invitation to Bid No. 22-994, Project No: 9197909, “Intersection Improvements at CR 235 and Newberry Lane”* attached hereto and incorporated by reference, hereinafter collectively referred to as “Contract Documents and Specifications”, which shall include all incidental and necessary work thereto (the “Work”). All Work shall be performed and completed in accordance with the Contract Documents and Specifications. The Contract Documents and Specifications are made part of this Agreement as set forth herein. The Contractor acknowledges that it has received the Contract Documents and Specifications.
- 2 **CONTRACT PRICE.** The Work includes both Lump Sum items and Unit Price items. For performing the Work, the Contractor shall be paid a sum that SHALL NOT EXCEED Two Hundred Five Thousand, Nine Hundred Thirty-Seven Dollars and Seventy Cents (\$205,937.70) (the “Contract Amount”), unless a Change Order or Amendment is issued in accordance this Agreement. Invoices and payments shall be allocated as provided in the Schedule of Values, attached hereto and incorporated by reference as **Exhibit 8**. The Contractor shall invoice the County at the prices set forth in **Exhibit 8**, and the County shall pay the Contractor, only for the actual quantities of Work performed or materials furnished in accordance with this Agreement. The Parties agree that the Estimated Quantities set forth

in **Exhibit 8** may be increased or decreased as provided in this Agreement without, in any way, changing or invalidating the any of the Unit or Lump Sum prices set forth in **Exhibit 8**.

3 **GENERAL CONDITIONS**

- 3.1 That it is agreed by both Parties hereto that progress payments and final payment for Work performed will be made in accordance with the provisions as stipulated in the NTP and the Scope of Work/Technical Specification attached hereto and incorporated by reference as Exhibit 2. In case of conflict in payment terms, the terms in the NTP shall prevail.
- 3.2 It is agreed by both Parties hereto that five percent (5%) of the amount earned through each progress payment shall be withheld by the County. The retainage shall be paid to the Contractor pursuant to Section 3.3.
- 3.3 Within fifteen (15) days of obtaining Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (the "List") of items required to achieve final completion of the Work. Contractor will provide a first draft of the List within five (5) days of notice of Substantial Completion. The County will notify the Contractor of acceptance or of any changes requested within five (5) days of receipt of the draft List. The County shall deliver the final List to the Contractor no later than five (5) days after it has been developed as set forth above. The failure to include on the List any corrective work or pending items not yet completed does not alter, waive or release the Contractor of its responsibility to complete such corrective work, pending items, or any other Work pursuant to the Agreement. Upon completion of all items on the List, the Contractor may submit an application for Final Payment request for all remaining retainage withheld by the County. If a good faith dispute exists as to whether one or more items identified on the List have been completed pursuant to this Agreement, the County may continue to withhold an amount equal to 150 percent of the total cost to complete such items until the Contractor has rendered complete, satisfactory and acceptable such items. All items that require correction under the Agreement and that are identified after the preparation and delivery of the List remain the obligation of the Contractor.
- 3.4 If the County fails to develop the list in the time specified, the Contractor may request payment for all retainage held by the County, less any amounts withheld for incomplete or uncorrected Work. If the Contractor fails to cooperate with the County in developing The List, or obligations under The List, the County shall notify the Contractor in writing of its failure to cooperate in developing The List and the County shall not obligated to pay the retainage.
- 3.5 The County shall not be obligated to make payment to the Contractor for amounts that are the subject of, or release retainage related to, a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.
- 3.6 Once all items on The List have been completed, the Contractor may request the remaining retainage from the County. In cases of a dispute as to completion of an item on the List, the County may withhold and amount not to exceed 150% of the total cost to complete disputed items.
- 3.7 The FHWA-1273 Electronic version, dated May 1, 2012 is posted on FDOT'S website at the following URL address
<http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf>.
 The Contractor shall obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids. The Contractor shall comply with the provisions contained in FHWA-1273. If FDOT's website cannot be accessed, contact the FDOT's Specifications Office Web Coordinator at (850) 414-4101. The FHWA 1273 must be included verbatim in the final executed contract for all federally funded construction agreements and all subcontractor agreements. FHWA 1273 is hereby incorporated in this Agreement as **Exhibit 9**.

- 3.8 For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in Wage Rate Decision Number FL20230157, as modified up through ten days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the FDOT's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed. For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the FDOT's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted to the County Engineer or his representative. Contact the FDOT's Prevailing Wage Rate Coordinator at (850) 414-4688 if FDOT's website cannot be accessed or there are questions. FL20230157 is hereby incorporated in this Agreement as **Exhibit 10**.
- 3.9 The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing Work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
- 3.10 Title VI Non-Discrimination Assurance – DOT 1050.2A, Appendices A and E are hereby incorporated in this Agreement as **Exhibit 11**.
- 3.11 The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work contained in this Agreement. The Contractors shall be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work. Ignorance on the part of the Contractor will in no way relieve it of responsibility. The Contractor shall abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

4 **CONTRACT TIME AND DAMAGES**

- 4.1 It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin as set forth within the issuance of a Notice to Proceed to the Contractor by the County. Contract Time for Substantial Completion is 50 Working Days, as defined in Contract Documents and Specifications, from the Contractor's receipt of the Notice to Proceed. Contract Time for Final Completion is 30 working days from the date the County delivers the final List to the Contractor as provided in section 3.3, above, unless extended in accordance with §218.735(7)(c), Florida Statutes.
- 4.2 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Substantial Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Substantial Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of Eight Hundred Eighty-Two Dollars and Zero Cents (\$882.00) per day for each and every working day after the date fixed for Substantial Completion.
- 4.3 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any

degree of certainty, it is hereby agreed that if such Work has not reached Final Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Final Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of Eight Hundred Eighty-Two Dollars and Zero Cents (\$882.00) per day for each and every working day after the date fixed for Final Completion.

5 PERFORMANCE AND PAYMENT BONDS

- 5.1 Within ten (10) business days after signature of this Agreement by the Parties, Contractor shall provide Owner with Payment and Performance Bonds, in the forms prescribed as **Exhibits 3 & 4**, in the amount of 100% of the total sum of the Contract Amount, the costs of which are to be paid by the Contractor.
- 5.2 If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and County's approval.
- 5.3 In accordance with the requirements of §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the County at least five (5) days prior to performing any Work under this Agreement. The Contractor shall not perform any Work under this Agreement prior to recording said bonds. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to County's obligation to make any payments to the Contractor hereunder.

- 6 **NOTICES** - Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County:

Alachua County Public Works
5620 NW 120th Lane
Gainesville, FL 32653
Attn: Public Works Director
tstrom@alachuacounty.us

Contractor:

Chris Torrence Electric & Utility, Inc.
954 NW 244th Drive
Newberry, FL 32669
chris@ctelectricutility.com

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court

12 SE 1st Street
Gainesville, FL 32601
Attn: Finance and Accounting
dmw@alachuaclerk.org

And

Procurement Office
12 SE 1st Street, 3rd Floor
Gainesville, Florida 32601
Attn: Contracts
acpur@alachuacounty.us

7. **RELEASE OF CLAIMS.** It is agreed that when all Work contemplated by this Agreement has reached Final Completion and has been inspected and approved by the County, or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit in the form attached hereto as **Exhibit 5**, or other such release as provided for in §255.05, Florida Statutes, and agreed to by the County. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that all obligations of the Contractor to others, including but not limited to its consultants, subcontractors, and suppliers, incurred in connection with the Work, have been paid in full and Contractor shall include executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as **Exhibit 6**, from all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement, unless the Contractor provides the County with a written consent from the surety regarding the Work or the payment in question.
8. **GOVERNING ORDER OF DOCUMENTS**
- 8.1 In cases of discrepancy, the governing order of the documents is as follows:
- 8.1.1 Amendments and Change orders;
 - 8.1.2 This Agreement;
 - 8.1.3 Technical Specifications, *Special Conditions*, for Invitation to Bid No. 22-994 (**Exhibit 2**);
 - 8.1.4 Non-Technical Specifications, *General Conditions*, for Invitation to Bid No. 22-994 (**Exhibit 1**);
 - 8.1.5 *Alachua County Public Works Financial Project ID 443252-1-38-01, Alachua County CR 235 at Newberry Lane Signalization Plans*, Final Plans dated April 16, 2020, for Invitation to Bid No. 22-994 (**Exhibit 12**);
 - 8.1.6 Contractor's Bid Submittal.
9. **INDEMNIFICATION**
- 9.1. To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of the Contractor's indemnification obligation shall not exceed One Million Dollars and Zero Cents (\$1,000,000.00), the Contractor agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

- 9.2. The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 9.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.
- 9.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 9.5. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

10. **PROJECT RECORDS**

10.1. **General Provisions:**

- 10.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 10.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 10.1.3. Contractor shall 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

10.2. **Confidential Information:**

- 10.2.1. During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly

identified by the Contractor as “Confidential Information” or “CI.”

10.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor’s Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

10.2.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

10.3. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT EMAIL: publicrecordsrequest@alachuacounty.us; PHONE (352) 384-3132 Address 12 SE 1st Street, Gainesville, FL 32601

11 **INSURANCE** Throughout the term of this Agreement, the Contractor shall provide insurance of the types and in the amounts set forth in **Exhibit 7**. The Contractor shall also require any subcontractors to provide insurance as set forth in **Exhibit 7**. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 7-A**.

12 **SEVERABILITY AND AMBIGUITY** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or

disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

- 13 **AMENDMENT** This Agreement may be amended by mutual written agreement of the Parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.
- 14 **INDEPENDENT CONTRACTOR** In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.
- 15 **CHOICE OF LAW** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County, Florida.
- 16 **COMPLETE AGREEMENT** This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.
- 17 **NON-WAIVER** The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.
- 18 **SUCCESSORS AND ASSIGNS** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.
- 19 **NO THIRD-PARTY BENEFICIARIES** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.
- 20 **MODIFICATIONS** This Agreement constitutes the entire agreement and understanding between the Parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the Parties hereto.
- 21 **WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS**
The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Alachua County Public Works Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The acceptance of Final Payment shall constitute a waiver of all claims by the Contractor against the County, other than those previously made in writing and still unsettled.
- 22 **DEFAULT AND TERMINATION**
 - 22.1 The failure of the Contractor to comply with any provision of this Agreement will place

the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default or develop a plan and time line acceptable to the County to cure the default. The County Engineer is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.

- 22.2 The County may terminate the Agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The County Engineer is authorized to provide written notice of termination on behalf of the County.
- 22.3 If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to any notice of termination.
- 22.4 If the Contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the Agreement effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

23 **COUNTY'S RIGHT TO TERMINATE**

- 23.1 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the County Engineer, or he otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the Agreement and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.
- 23.2 Where the Agreement has been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.
- 23.3 Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

24 **WORKPLACE VIOLENCE**

Employees of the Contractor are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Contractor's employee.

- 24.1 Battery: intentional offensive touching or application of force or violence to another.
- 24.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

- 25 **DUTIES AND OBLIGATIONS** The rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by Agreement No. 12104 and the rights and remedies available to the County thereunder, shall be in addition to and not a limitation of any otherwise imposed or available law, by special guarantee or other provisions of the Contract Documents and Specifications.
- 26 **POLLUTION ABATEMENT** The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. He shall take necessary measures to minimize soil erosion.
- 27 **INJURY OR DAMAGE TO PEOPLE OR PROPERTY** Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 28 **HEALTH CONSIDERATIONS** The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. The Contractor shall commit no public nuisance.
- 29 **ELECTRONIC SIGNATURES** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
30. **U.S. DEPARTMENT OF HOMELAND SECURITY E-VERIFY SYSTEM**
- 30.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>.
- 30.2. The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County's agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-Verify system is located at <https://www.uscis.gov/e-verify>.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair

Board of County Commissioners

Date: _____

ATTEST

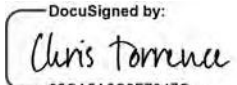
APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By:  _____
66CA5A6C3F7047C...

Print: Chris Torrence

Title: president

Date: 5/22/2023

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 1: NON-TECHNICAL SPECIFICATIONS

EXHIBIT 1

**Non-Technical Specifications
(General Terms & Conditions)**

CR 235 at Newberry Lane (443252-1-38-01)

Project No. 9197909

1.0 DEFINITIONS

These definitions apply to this exhibit and any all subsequent exhibits. Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

- 1.1 AGREEMENT: The written document between the County and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.
- 1.2 BONDS: Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.3 CHANGE ORDER: A written order to the Contractor, signed by the Board of County Commissioners or County Manager, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued after execution of the Agreement.
- 1.4 CONTINGENCY AMOUNT: The total monies established to efficiently and timely address any unknown or unanticipated conditions and pay factor adjustments. Contractor has no entitlement to any contingency amount without written notice from the County.
- 1.5 CONTRACT: The written agreement incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents covering the Work to be performed.
- 1.6 CONTRACT PRICE: The total monies payable to the Contractor plus the established contingency amount under the provisions of the Contract Documents.
- 1.7 CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to the opening of bids or execution of the Contract and Modifications.
- 1.8 CONTRACT TIME: The number of days stated in the Agreement for the completion of the Work.
- 1.9 CONTRACTOR: The person, firm or corporation with whom the County has executed a contract for the performance of the Work, or his legally authorized representative.
- 1.10 COUNTY: Alachua County, Florida, through the Board of County Commissioners, or its authorized legal representative.
- 1.11 COUNTY ENGINEER: The Alachua County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.
- 1.12 DIRECTOR: The Department Director, or his authorized representative, 5620 NW 120 Lane, Gainesville, Florida 32653, acting for the County.
- 1.13 DRAWINGS: The drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Director and are referred to in the Contract Documents.
- 1.14 FIELD CHANGE ORDER: A written order to the Contractor signed by the Public Works Director or designee for modifications to the work that do not increase the Contract Price, that do not increase Contract Time and that do not increase the size (project limits), function (project type) or intended use of the work.
- 1.15 PROJECT REPRESENTATIVE: The authorized representative of the Director who is assigned to the project or any parts thereof.
- 1.16 RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Board of County Commissioners or the Contractor during the contract period.
- 1.17 SHOP DRAWINGS: All Drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, materials or some portion of the Work.
- 1.18 SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written Agreements made or to be made, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

- 1.19 SUBCONTRACTORS: Any person, firm or corporation, other than the Contractor, supplying labor, equipment or material for work at the site of the project.
 - 1.20 WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.
- 2.0 STARTING THE WORK
- 2.1 **Schedule**
Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.
 - 2.2 **Pre-Construction Conference**
Before starting Work, a conference will be held to review the above schedules and submittal package (See 2.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.
 - 2.3 **Notice to Proceed**
Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.
 - 2.4 **Commencement of Time**
The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.
 - 2.5 **Submittals**
The Contractor's submittal package for the Pre-Construction meeting shall include: The Surveyor's License Confirmation on a form provided by the County, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan, and Stormwater Pollution Prevention Plan to be approved by the County prior to any construction activities along with any other requirements or permits as outlined in this document. All submittals must be approved by the County prior to implementation.
- 3.0 INTENT OF CONTRACT DOCUMENTS
- 3.1 It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.
 - 3.2 The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order or Contract Amendment.
- 4.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS
- 4.1 All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.
 - 4.2 The County will furnish to the Contractor three (3) copies of the Drawings as are

reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

- 4.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

5.0 WORK BY OTHERS

- 5.1 The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 5.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 5.3 The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.
- 5.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraphs 15-17.

6.0 RESPONSIBLE AGENT

- 6.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor.
- 6.2 The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 6.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this contract.

7.0 ACCIDENT PREVENTION

- 7.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 7.2 Contractor's employees shall report to their superintendent any hazardous conditions or

items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

8.0 SUBCONTRACTS

- 8.1 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.
- 8.2 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.
- 8.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 8.4 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

9.0 PHYSICAL AND SUBSURFACE CONDITIONS

- 9.1 The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.
- 9.2 The Contractor will promptly notify the County Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

10.0 COUNTY ENGINEER'S STATUS DURING CONSTRUCTION

- 10.1 The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.
- 10.2 The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance

for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.

- 10.3 The County Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **Exhibit 1, Non-Technical Specifications**, Paragraph 12. He will also have authority to require special inspection or testing of the Work as provided in **Exhibit 1, Non-Technical Specifications**, Paragraph 14.3, whether or not the Work is fabricated, installed or completed.
- 10.4 Neither the County Engineer's authority to act under this **Exhibit 1, Non-Technical Specifications**, Paragraph 10 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

11.0 COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS

- 11.1 The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraph 16.
- 11.2 The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

12.0 TESTS AND INSPECTIONS

- 12.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
- 12.2 Any Work which fails to meet the requirements of any such test, inspection or approval

and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **Exhibit 1, Non-Technical Specifications**, Paragraph 19.

- 12.3 Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

13.0 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

- 13.1 The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 13.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 13.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. Surveyor is required to sign, seal and return a form provided by the County. He will at all times maintain good discipline and order among his employees at the site.
- 13.4 The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.
- 13.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

14.0 ACCESS TO THE WORK: UNCOVERING FINISHED WORK

- 14.1 The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 14.2 If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 14.3 If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such

uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraph 16 and 17.

15.0 CHANGES IN THE CONTRACT WORK

- 15.1 Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Price, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in **Exhibit 1, Non-Technical Specifications**, Paragraphs 16 and 17.
- 15.2 The Public Works Director may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order. If the Contractor believes that any minor change or alteration authorized by the Director entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraph 16.
- 15.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Price, or an extension of the Contract Time.
- 15.4 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

16.0 CHANGE OF CONTRACT PRICE

- 16.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work plus any applicable Contingency Amount authorized in accordance with this agreement.
- 16.2 The Contract Price may only be changed by a Change Order or Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Price, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. Change orders and field change orders will be approved by the following procedure:
 - 16.2.1 The Public Works Director or his designee may approve Field Change Orders that, either cumulatively or individually, increase the Contract Price up to the total amount of the contingency, provided that such Field Change Orders do not extend contract time or does not expand the size, function or intended use of the project contained in the contract documents.
 - 16.2.2 The County Manager may approve Change Orders that, either cumulatively or

individually, increase the Contract Price up to the total amount of the contingency; or Change Orders that, either cumulatively or individually, increase the Contract Price by ten percent of the original Contract Price or \$100,000, whichever is less, provided that such Change Orders do not expand the size, function or intended use of the project contained in the contract documents.

- 16.2.3 The Board of County Commissioners has the sole authority to approve Change Orders that increase the Contract Price by more than ten percent of the original Contract Price or \$100,000, or Change Orders that expand the size function or intended use of the project contained in the contract documents.
- 16.3 The value of any Work covered by a Change Order or Field Change Order, for any claim for an increase in the Contract Price, shall be determined in the following ways:
 - 16.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - 16.3.2 Mutual acceptance of a lump sum or unit price.
 - 16.3.3 Cost and a mutually acceptable fixed amount for overhead and profit.
 - 16.3.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:
 - 16.3.4.1 for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and
 - 16.3.4.2 for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 17.4.4.1, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data
- 16.4 Pay factor adjustments shall be adjusted in accordance with details outlined in **Exhibit 2, Technical Specifications**.

17.0 CHANGE OF THE CONTRACT TIME

- 17.1 The Contract Time may be changed solely in a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. The County Manager may approve any extension in Contract Time. Contract Time shall not be extended for County designated holidays. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 17.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraph 17.1. Such delays shall only include, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion

of the County.

- 17.3 All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Exhibit 1, Non-Technical Specifications**, Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

18.0 NEGLECTED WORK

- 18.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

19.0 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 19.1 The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.
- 19.2 If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.
- 19.3 (reserved).
- 19.4 If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of **Exhibit 1, Non-Technical Specifications**, Paragraph 16.3.4 shall prevail.

20.0 APPLICATIONS FOR PROGRESS PAYMENTS

- 20.1 Not more than once a month, the Contractor shall submit to the County for review the

application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the County Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.

- 20.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 20.3 The County Engineer will, within ten (10) days after concurrence of each application for payment, indicate in writing his approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment. The Clerk of the Court will pay the Contractor the amount approved by the County Engineer in accordance with Florida's Prompt Payment Act.

21.0 APPROVAL OF PAYMENTS

- 21.1 The County Engineer's approval of any payment requested in an application for payment shall constitute a representation by him to the County, based on the County Engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of his knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the County Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that he has reviewed the means, methods and techniques, sequences and procedures of construction; or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him.
- 21.2 The County Engineer's approval of final payment shall constitute an additional representation by him to the County that the conditions precedent to the Contractor's being entitled to final payment, as set forth in **Exhibit 1, Non-Technical Specifications**, Paragraph 22.3, have been fulfilled.
- 21.3 The County Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the County. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from

loss because:

- 21.3.1 The Work is defective.
- 21.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.
- 21.3.3 The Contract Price has been reduced.
- 21.3.4 The County has been required to correct defective Work or complete the Work in accordance with **Exhibit 1, Non-Technical Specifications**, Paragraph 18, or
- 21.3.5 Unsatisfactory prosecution of the Work, including failure to clean up as required by **Exhibit 1, Non-Technical Specifications**, Paragraph 23.

22.0 FINAL PAYMENT

- 22.1 Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
- 22.2 After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Affidavit and Release of Lien and Subcontractor/Materialman Waiver and Release of Lien, utilizing forms provided by the County. Nothing in this section waives the rights of the Contractor under Section 255.05(11) F.S. The County Engineer will execute a Certificate of Completion and recommend final payment.
- 22.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will pay the Contractor the amount approved by the County Engineer in accordance with Florida's Prompt Payment Act.
- 22.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer so confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

23.0 CLEANING UP

- 23.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract

Documents.

24.0 COUNTY'S RIGHT TO STOP OR SUSPEND WORK

- 24.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Price or extension of the Contract Time.
- 24.2 The County may, at any time and without cause, suspend the Work, at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension provided he makes a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraphs 16 and 17.

EXHIBIT 2: TECHNICAL SPECIFICATIONS

EXHIBIT 2 – PART 1

Technical Specifications

CR 235 at Newberry Lane (443252-1-38-01)

Project No. 9197909

E-01 GENERAL

All described in these specifications supplement the work detailed in the construction drawings for County Project 9197909 titled "CR 235 at Newberry Lane" contained in Exhibit 12, prepared by Peters and Yaffee, Inc. In the event any work conflicts with the aforementioned construction drawings and these Technical Specifications, the provision herein shall prevail.

All work shall be performed in accordance with the design plans and the FDOT Standard Specifications for Road and Bridge Construction, July 2020 edition, except as provided for in these "Technical Specifications." Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

Whenever, in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, the following terms or their pronouns occur, they shall be defined as follows: Department of Transportation: Board of County Commissioners of Alachua County, Florida, or its duly authorized representative.

State Highway Engineer, State Transportation Engineer, District Engineer, Engineer of Materials and Tests, Engineer, Inspector: The Alachua County Engineer.

E-02 STANDARD DOCUMENTS

Construction shown on the Drawings shall conform to the technical portions of the:

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 edition, the Florida Greenbook, 2016 edition and the Americans with Disabilities Act Guidelines, except when otherwise indicated hereinafter and

The drawings reference Index Sheets and Standards which are the FDOT Standard Plans for Roadway and Bridge Construction, 2020-2021 edition.

References to Article Numbers, hereinafter, apply to the FDOT Standard Specifications for Road and Bridge Construction, July 2020 edition.

All traffic control devices and procedures shall conform to the FDOT and/or Federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2009 edition

E-03 MODIFICATIONS TO THE FDOT STANDARD SPECIFICATIONS

All work on the roadway portion of this Contract shall conform to the applicable technical specifications of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2020 edition and the current edition of Supplemental Specifications thereto, except as modified and supplemented hereinafter or in the "Exhibit 2 – Part 2". The specifications outlined in "Exhibit 2 – Part 2" shall be interpreted as additions to the FDOT Standard Specification unless otherwise noted. References to Section numbers hereinafter apply to the FDOT Standard Specifications. In the event that any information contained hereinafter or in the "Technical Specifications" section conflict with the FDOT Standard Specifications, the provisions contained herein shall prevail.

E-04 LAYING OUT THE WORK

The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout, both horizontal and vertical, shall be completed by a Land Surveyor, or by someone under the responsible charge of a Land Surveyor, who is registered in the State of Florida. Layout work may be completed by a party other than a registered Land Surveyor with approval from the County Engineer. Work completed via layout not performed by a registered Land Surveyor shall be verified by an "as-built" survey completed by a Land Surveyor, or by someone under responsible charge of a Land Surveyor, who is registered in the State of Florida. "As-built" work found to be out of compliance with the construction plans or specifications shall be removed and reconstructed at the Contractor's expense. The construction plans and right-of-way maps, if available, are at the Public Works Department for review. Survey control points disturbed or destroyed by the Contractor shall be replaced by the Contractor's Surveyor at the Contractor's expense. Survey monuments, markers or other survey control points, which will be removed by construction, shall be properly referenced to the right-of-way line prior to removal. Reference monumentation for all survey control shall be provided to the County upon project completion.

E-05 DISCREPANCIES

In cases of discrepancy in the general conditions or technical specifications, the governing order of documents is as follows:

1. Bid addendums.
2. Exhibit 2 – Part 2 – Supplemental Specifications LAP Division 1 Specifications
3. Exhibit 2 – Part 1
4. Exhibit 1
5. Instruction to Bidders
6. Exhibit 2 – Part 2 – Divisions I and II
7. FDOT Standard Specifications

E-06 CONFLICT OF INTEREST

Neither the Contractor nor his subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Contractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Contractor, the Contractor, with prior approval of the County, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Contractor or the locality relating to such contract, subcontract or arrangement. The Contractor shall insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Subcontractor or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

E-07 INSPECTOR GENERAL

The Contractor and their subcontractors shall comply with Florida Statute, 20.055(5).

July 09, 2021
PREPARED BY: Kevin Shoemaker, PE

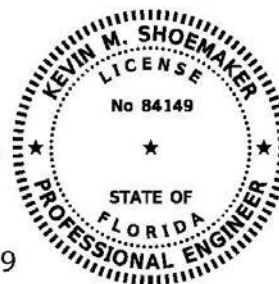
LAP SPECIFICATIONS PACKAGE
FINANCIAL PROJECT ID(S).443252-1-58-01
FEDERAL FUNDS
DISTRICT TWO
ALACHUA COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the July 2021 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

This item has been digitally signed and sealed by Kevin Shoemaker, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: April 9, 2021
State of Florida,
Professional Engineer, License No.: 84149
Firm/Agency Name: STV Incorporated
Firm/Agency Address: 5200 Belfort Road, Suite 400
City, State, Zip Code: Jacksonville, FL 32256
Page(s): 1-65



Kevin 2021.07.09
Shoemaker 16:29:50
-04'00'

-1-

FPID(S): 443252-1-58-01

LAP DIVISION 1 SPECIFICATIONS	3
FROM SECTION 1 – DEFINITIONS AND TERMS:	4
FROM SECTION 4 (ALTERATION OF WORK).....	5
FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).....	15
FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).	21
FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING).....	22
FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).	33
FROM SECTION 9 (PARTIAL PAYMENTS).	37
EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM).....	39
SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM).	50
CONCRETE FOR LAP (OFF-SYSTEM).	61
THIS COMPLETES THIS SPECIFICATIONS PACKAGE	65

-2-

FPID(S): 443252-1-58-01

LAP DIVISION 1 SPECIFICATIONS.

(REV 4-22-21) (7-21)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)

-3-

FPID(S): 443252-1-58-01

FROM SECTION 1 – DEFINITIONS AND TERMS:**Department Name FDOT District 2****Engineer Kevin Shoemaker****Contractor's Engineer of Record.**

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

- (1) Registration as a Professional Engineer in the State of Florida.
- (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

FROM SECTION 4 (ALTERATION OF WORK).

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the

-5-

FPID(S): 443252-1-58-01

Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate

-6-

FPID(S): 443252-1-58-01

Table 4-1	
Item	Rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4-1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = Monthly Rate/176
x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating
Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly
Equipment Rate + Allowable Hourly Operating Cost.
- d. Standby Rate = Allowable Hourly Equipment
Rate x 50%.

-7-

FPID(S): 443252-1-58-01

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which

-8-

FPID(S): 443252-1-58-01

a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original

Subcontract amounts(s)*

B = Original Contract Time

C = 8%

Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind

-9-

FPID(S): 443252-1-58-01

the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify

-10-

FPID(S): 443252-1-58-01

the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credit to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform

-11-

FPID(S): 443252-1-58-01

the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.
5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any

-12-

FPID(S): 443252-1-58-01

Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

-13-

FPID(S): 443252-1-58-01

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by

-14-

FPID(S): 443252-1-58-01

the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change,

-15-

FPID(S): 443252-1-58-01

with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

-16-

FPID(S): 443252-1-58-01

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - a. documented additional job site labor expenses;
 - b. documented additional cost of materials and supplies;
 - c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
 - d. any other additional direct costs or damages and the documents in support thereof;
 - e. any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance of all Contract work by the Department or denial hereunder, whichever occurs last.

-17-

FPID(S): 443252-1-58-01

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the

-18-

FPID(S): 443252-1-58-01

extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible,

-19-

FPID(S): 443252-1-58-01

either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;

-20-

FPID(S): 443252-1-58-01

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply–Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the

United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING)

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/deo112468a91904c88e94148b94569982fdff3d2.pdf?sfvrsn=6b78d1d6_2

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife

Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27ba3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of

the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL20210157	Highway

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

7-24 Disadvantaged Business Enterprise Program.

~~7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:~~ Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. ~~Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.~~

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

~~7-24.3 Plan Requirements:~~ Include the following in the DBE Affirmative Action Program Plan:

~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.~~

~~2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~

~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:~~

~~a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.~~

~~b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~

~~c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~

~~d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs;

and

6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

-25-

FPID(S): 443252-1-58-01

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of

-27-

FPID(S): 443252-1-58-01

the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination.

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.
2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.
3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.
4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.
5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

-28-

FPID(S): 443252-1-58-01

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an

-29-

FPID(S): 443252-1-58-01

approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training.
2. Provides the instruction to the trainee.
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntarily terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-26 Cargo Preference Act – Use of United States-Flag Vessels.

Pursuant to Title 46 CFR 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this

-30-

FPID(S): 443252-1-58-01

Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for subcontractors, including procurements of materials and equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety

-31-

FPID(S): 443252-1-58-01

Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
- 3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
- 4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
- 7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid

-32-

FPID(S): 443252-1-58-01

recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all

-33-

FPID(S): 443252-1-58-01

applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No

-34-

FPID(S): 443252-1-58-01

additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

-35-

FPID(S): 443252-1-58-01

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$868
Over \$50,000 but less than \$250,000.....	\$882
\$250,000 but less than \$500,000.....	\$1,197
\$500,000 but less than \$2,500,000.....	\$1,694
\$2,500,000 but less than \$5,000,000.....	\$2,592
\$5,000,000 but less than \$10,000,000.....	\$3,786
\$10,000,000 but less than \$15,000,000.....	\$4,769
\$15,000,000 but less than \$20,000,000.....	\$5,855
\$20,000,000 and over.....	\$9,214 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

FROM SECTION 9 (PARTIAL PAYMENTS).**9-5 Partial Payments.**

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;
3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

-37-

FPID(S): 443252-1-58-01

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
2. The stockpiled material must be approved as meeting applicable specifications.
3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than \$5,000 for any one month will not be processed.
2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Florida Department of Transportation.”

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

-38-

FPID(S): 443252-1-58-01

9-5.6 Certification of Payment to Subcontractors: The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor’s work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor’s receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

**EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM).
(REV 1-23-12) (FA 2-27-12)**

**SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM)**

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

-39-

FPID(S): 443252-1-58-01

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-2 Classes of Excavation.

120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

120-2.2 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.3 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-2.4 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Excavation Requirements.

120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.

120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3.4 Excavation for Structures and Pipe.

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the

-40-

FPID(S): 443252-1-58-01

stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

120-3.4.2 Earth Excavation:

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 Disposal of Surplus and Unsuitable Material.

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a

-41-

FPID(S): 443252-1-58-01

manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300 foot limitation.

120-5 Materials for Embankment.

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-5.3 Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-6 Embankment Construction.

120-6.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

120-6.2 Dry Fill Method:

120-6.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines:

Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 Hydraulic Method:

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-7 Compaction Requirements.

120-7.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-7.2 Compaction of Embankments:

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by AASHTO T-99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by AASHTO T-99 Method C for all densities required under category 3.

Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using

equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for all Structures:

120-8.1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer

-45-

FPID(S): 443252-1-58-01

may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4. Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. The Engineer may approve placing material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope if a test section demonstrates the required density can be achieved. Approval will be based on five passing density tests over the test section consisting of a lift of backfill from structure to structure. The Engineer will identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 6 inch compacted lifts whenever it is determined that satisfactory results are not being obtained.

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical

-46-

FPID(S): 443252-1-58-01

tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material

using timbers or hand tampers until the backfill reaches an elevation such that it's moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 Acceptance Program.

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

120-9.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

120-9.3 Density Testing Requirements: Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).

120-9.4 Soil Classification: The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.

120-9.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-6.3;
- 2) material placed outside the standard minimum slope as specified in 120-6.2.4;
- 3) other areas specifically excluded herein.

120-9.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of

-48-

FPID(S): 443252-1-58-01

wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

**SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM).
(REV 1-26-15) (FA 1-29-15)**

**SECTION 334
SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM)**

334-1 Description.

334-1.1 General: Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of asphalt pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification: The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 9.5 mm
Type SP-12.5, FC-12.5 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5 3/4 to 1-1/2 inches
Type SP-12.5, FC-12.5 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5.....3/8 to 2 inches

Type SP-12.5.....1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate

from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.
2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum

average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is:

<http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm>.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this

-53-

FPID(S): 443252-1-58-01

specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Table 334-3 Gyratory Compaction Requirements	
Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

-54-

FPID(S): 443252-1-58-01

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

12. The warm mix technology, if used.

334-4 Process Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature: Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor, Table 334-4

Ambient Air Temperature Requirements for Paving

Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies

-55-

FPID(S): 443252-1-58-01

with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving:

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd ²)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture:

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control: Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

-57-

FPID(S): 443252-1-58-01

334-5.9 Joints.

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the roadway cores and representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing:

334-5.10.3.1.1 Acceptance Testing: Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the

-58-

FPID(S): 443252-1-58-01

intersection will be from stop bar to stop bar for both the mainline and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture.

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P₃ and P₂₀₀) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being

-59-

FPID(S): 443252-1-58-01

produced, then a new Gmm value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assume that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target \pm 0.55
Passing No. 8 Sieve (percent)	Target \pm 6.00
Passing No. 200 Sieve (percent)	Target \pm 2.00
Roadway Density (daily average)	Minimum 90.0% of Gmm

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{80} and P_{200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assume that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack

-60-

FPID(S): 443252-1-58-01

coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section.

**CONCRETE FOR LAP (OFF-SYSTEM).
(REV 12-20-11) (FA 2-27-12)**

**SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)**

344-1 Description.

344-1 General: Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

-61-

FPID(S): 443252-1-58-01

Table 344-1		
Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	
Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.

344-3.1.3 Category 3: Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-2.

Table 344-2						
Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd ³)	Maximum Water to Cementitious Material Ratio (lb/lb)
Category 1						
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
Category 3						
I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37

VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37
----	-------	---	-------	------------	-----	------

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batchers responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a

single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

-65-

FPID(S): 443252-1-58-01

EXHIBIT 3: PAYMENT BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR INVITATION TO BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2) and §255.05(10), Florida Statutes.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the notice and time limitations of §255.05(2) and §255.05(10). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

_____ By:_____

Witnesses as to Contractor

Name:_____

Title: _____

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 _____.

Signature of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced:_____

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 4: PERFORMANCE BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR INVITATION TO BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or

2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and County, and make available as Work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

By: _____
 Witnesses as to Contractor Name: _____ Title: _____

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 _____.

 Signature of Notary Public

 Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE:

EXHIBIT 5: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT FORM

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

- (1) He or she is the (title) _____, of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."
- (2) Contractor, pursuant to that certain Contract No. 12104 ("Contract") with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for *Invitation to Bid No. 22-994; Project No. 9197909, Intersection Improvements at CR 235 and Newberry Lane, Contract No. 12104*, as more particularly set forth in said Contract.
- (3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$_____.
- (4) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Contract ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.
- (5) Contractor certifies, represents and warrants that all Work to be performed under the Contract has been fully completed, and all Claimants have been paid in full.
- (6) In accordance with the Contract Documents and in consideration of \$_____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Owner relating in any way to the performance of the Contract.
- (7) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (8) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by the Contract.

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

STATE OF _____

[Corporate Seal]

EXHIBIT 6: FINAL PAYMENT BOND WAIVER FORM

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

OWNER: Alachua County, a charter county and political subdivision of the State of Florida

CONTRACTOR:

PROJECT: Contract No. 12104 ("Contract") for labor, materials, and services for *Invitation to Bid No. 22-994; Project No. 9197909, Intersection Improvements at CR 235 and Newberry Lane, Contract No. 12104.*

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$_____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through _____ (insert date) to _____, on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON _____.

Claimant: _____

By: _____

(Name)

Title: _____

(Print Title)

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 _____.

e of Notary Public

Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____

EXHIBIT 7: INSURANCE

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this Agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this Contract. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 7-A: CERTIFICATE OF INSURANCE**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
05/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER King Insurance Partners 2321 NW 41st St. Ste B Gainesville FL 32606		CONTACT NAME: King Charlie PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																						
INSURED Chris Torrence Electric Utility Po Box 325 Newberry FL 32669-0325		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Southern Owners Insurance Co</td> <td>10190</td> </tr> <tr> <td>INSURER B:</td> <td>Auto Owners Insurance Co</td> <td>18988</td> </tr> <tr> <td>INSURER C:</td> <td>Associated Industries Ins. Co.</td> <td>23140</td> </tr> <tr> <td>INSURER D:</td> <td>Ohio Security Insurance Co.</td> <td>24082</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Southern Owners Insurance Co	10190	INSURER B:	Auto Owners Insurance Co	18988	INSURER C:	Associated Industries Ins. Co.	23140	INSURER D:	Ohio Security Insurance Co.	24082	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Southern Owners Insurance Co	10190																						
INSURER B:	Auto Owners Insurance Co	18988																						
INSURER C:	Associated Industries Ins. Co.	23140																						
INSURER D:	Ohio Security Insurance Co.	24082																						
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:** CL22121519505**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: Included	Y		78651210	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Ins Guaranty Assoc.-Reg. \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y		5265122400	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5265122401	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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 Y	N/A	AWC1187836	11/22/2022	11/22/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
D	Equipment Floater			BMO60960134	12/31/2022	12/31/2023	Limit \$583,957 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

B. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be

CERTIFICATE HOLDER**CANCELLATION**

Alachua County Board of County Commissioners 12 SE 1st St. Gainesville FL 32601	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
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 00182354

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY King Insurance Partners		NAMED INSURED Chris Torrence Electric Utility
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

non-contributory.

Additional Named Insureds

Other Named Insureds

Inc Limited Liability Company, Insured Multiple Names

ADDITIONAL COVERAGES

Ref #	Description Premises/Operations				Coverage Code PREM	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$7,512.00		
Ref #	Description Voluntary Property Damage				Coverage Code VOLPD	Form No.	Edition Date
Limit 1 5,000	Limit 2 25,000	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Addl Amt of Insurance				Coverage Code ADI	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$50.00		
Ref #	Description CAPP				Coverage Code CAPP	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$453.87		
Ref #	Description PIP-Basic				Coverage Code PIP	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Combined single limit				Coverage Code CSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 0	Deductible Type	Premium		
Ref #	Description Non-owned				Coverage Code NOWND	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$159.87		
Ref #	Description WRRPA				Coverage Code WRRPA	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$50.00		
Ref #	Description Uninsured motorist BI split limit				Coverage Code UMISP	Form No.	Edition Date
Limit 1 50,000	Limit 2 50,000	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

5. Our Right to Recover Payments

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

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

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

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

All other policy terms and conditions apply.

58583 (1-15)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

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

All other policy terms and conditions apply.

55091 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. EXTENDED WATERCRAFT LIABILITY

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.

(2) A watercraft you do not own that is:

- (a)** Less than 50 feet long; and
- (b)** Not being used to carry persons or property for a charge;

2. HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a.** You do not own;
- b.** Which is not registered in your name; or
- c.** Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.

Exclusions

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b.** Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, re-lease or escape of "pollutants":
 - (a)** That are, or are contained in any property that is:
 - 1)** Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
 - 2)** Otherwise in the course of transit by you or on your behalf; or
 - 3)** Being disposed of, stored, treated or processed into or upon the "auto";
 - (b)** Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
 - (c)** After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.

Paragraph **c.(1)(a)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to any insured; or
 - (2) Property in the care, custody or control of any insured other than "property damage" to

a residence or a private garage by a private passenger "auto" covered by this coverage.

- g. (1) "Bodily injury" to:
 - (a) An "employee" of the insured arising out of and in the course of employment by the insured; or
 - (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.
- (2) This exclusion applies:
 - (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (3) This exclusion does not apply to:
 - (a) Liability assumed by the insured under an "insured contract".
 - (b) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

- a. Each of the following is an insured with respect to this coverage.
 - (1) You.
 - (2) Your partners if you are designated in the Declarations as a partnership or a joint venture.
 - (3) Your members if you are designated in the Declarations as a limited liability company.
 - (4) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
 - (5) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- b. None of the following is an insured:
 - (1) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
 - (2) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

- (a) Such person; or
- (b) Any partner or "executive officer" of yours or a member of his or her household; or
- (c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- (4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- (5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
 - (1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - (2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

- (a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
- (b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

- a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION**, does not apply.
- b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS, 14.** "Personal and advertising injury" is deleted and replaced by the following definition.
 - 14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

- a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended.

- (1) The last paragraph is deleted and replaced by the following paragraph.
Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**
- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or

temporarily occupied by you with permission of the owner.

- (a) "Property damage" to:

- 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

- (b) "Property damage" caused by or resulting from any of the following:

- 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- 2) Cracking, settling, expansion or shrinking;
- 3) Smoke or smog;
- 4) Birds, insects, rodents or other animals;
- 5) Wear and tear;
- 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - a) You make a reasonable effort to maintain heat in the building or structure; or
 - b) You drain the equipment and shut off the water supply if the heat is not maintained.

- (c) "Property damage" caused directly or indirectly by any of the following:

- 1) Water that backs up from a drain or sewer;
- 2) Mud flow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;

- b) Basements, whether paved or not; or
- c) Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph 6. is deleted and replaced by the following Paragraph.

6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

- a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
- (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
- (2) This provision applies only with respect to liability for:
- (a) "Bodily injury";
 - (b) "Property damage"; or
 - (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- b. With respect to the insurance afforded to an additional insured, this insurance does not apply

to any "occurrence" which takes place after the equipment lease expires.

- c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

- a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- b. This provision is subject to the following additional exclusions.
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.
- c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
- The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II - WHO IS AN INSURED is amended. Paragraph 3. is deleted and replaced by the following provision.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

12-0350-00
KING INSURANCE AGENCY
2321 NW 41ST ST STE B
GAINESVILLE FL 32606

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160
517.323.1200

11-14-2022

AUTO-OWNERS INSURANCE COMPANY

You can view your policy, pay your bill, or change your paperless options at any time online at www.auto-owners.com.

ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online
www.auto-owners.com
Pay My Bill

Pay by Mail
AUTO-OWNERS INSURANCE
PO BOX 740312
CINCINNATI, OH 45274-0312

Pay by Phone
1-800-288-8740

CHRIS TORRENCE ELECTRIC AND UTILITY
INC
PO BOX 325
NEWBERRY FL 32669-0325

Your agency's phone number is (352) 377-0420.

RE: Policy 52-651-224-00

Billing Account 018055306

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

AVAILABILITY OF RISK MANAGEMENT PLAN - FLORIDA

The Florida Tort Reform and Insurance Act of 1986 requires insurance companies to make available to commercial casualty and commercial property policyholders guidelines for risk management plans.

Risk management guidelines include the following:

A. Safety measures, including, as applicable, the following areas:

1. Pollution and environmental hazards;
2. Disease hazards;
3. Accidental occurrences;
4. Fire hazards and fire prevention and detection;
5. Liability for acts from the course of business;
6. Slip and fall hazards;
7. Product injury; and
8. Hazards unique to a particular class or category of insureds.

B. Training to insureds in safety management techniques.

C. Safety management counseling services.

Risk Management Plan guidelines are available at your request. If you desire this service, please contact your agent or our Loss Control Services department by e-mail at losscontrolsupport@aoin.com or by phone (855) 586-5388.

NOTICE TO POLICYHOLDER

FLORIDA UNINSURED MOTORIST COVERAGE OPTIONS AVAILABLE

Dear Policyholder:

Florida law allows you to make certain choices regarding Uninsured Motorist Coverage provided under your policy. The Uninsured Motorist Coverage provided by your current policy is described in your policy's Declarations page. Your previous selection or rejection of Uninsured Motorist Coverage as reflected on your Declarations page will continue to apply to your auto liability insurance policy and future renewals or replacements of such policy which are issued at the same Bodily Injury Liability limits unless you request a change to your previous selection or rejection in writing. Your selection or rejection shall be conclusively presumed to be an informed, knowing acceptance of such limitations on behalf of all insureds.

This document generally describes all of the coverage options available to you. No coverage is provided by this document. Please review your policy and Declarations page for information regarding your specific coverages.

Uninsured Motorist Coverage Options

Uninsured Motorist Coverage provides coverage for insured persons who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness or disease, including death which results from any of these. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. Uninsured Motorist Coverage also extends coverage for damages caused by motor vehicle owners or operators who have Bodily Injury Liability limits lower than the amount of your damages.

You may select Uninsured Motorist Coverage in an amount equal to your limits for Bodily Injury Liability Coverage. You may also select Uninsured Motorist limits lower than your Bodily Injury Liability limits, or you may entirely reject Uninsured Motorist Coverage.

If any named insured is designated as an individual, you have the option to purchase non-stacked Uninsured Motorist Coverage at a reduced rate. If any named insured is designated as other than an individual, your policy will include non-stacked Uninsured Motorist Coverage, unless you reject Uninsured Motorist Coverage entirely. Under this coverage, if injury occurs in a motor vehicle owned or leased by you or a family member who resides with you, this policy will apply only to the extent of coverage (if any) which applies to that vehicle in this policy. If injury occurs while you are occupying a motor vehicle which is not owned by you or a family member who resides with you, or while you are a pedestrian, you are entitled to select the highest limits of Uninsured Motorist Coverage available on any one motor vehicle covered by a policy for which you are a named insured, insured family member, or insured resident of the named insured's household. If the named insured is an individual and you do not elect to purchase the non-stacked coverage, your policy limits for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Uninsured Motorist Coverage limits would automatically change during the policy term if you increase or decrease the number of motor vehicles covered under the policy.

If you have questions regarding your Uninsured Motorist Coverage that is reflected on your policy's Declarations page or wish to select a different option, you must contact your agent and complete the Florida Option to Reject or Modify Uninsured Motorist Coverage form 58021 (1-17).

NOTICE OF CHANGE IN POLICY TERMS CHANGES - SECTION IV - INDIVIDUAL NAMED INSURED

NOTICE OF REDUCTION IN COVERAGE

Dear Policyholder:

Your Commercial Auto renewal policy is enclosed. Changes - Section IV - Individual Named Insured form is included and amends coverage provided by your policy. It is clarified that coverage provided within Section IV - Individual Named Insured only applies to autos you don't own.

In addition, we have clarified that Section IV - Individual Named Insured does not provide coverage to non-owned autos:

- Used in a business of selling, servicing, repairing or parking autos.
- Used by you, a family member or domestic employee when used in any business, unless the auto is a private passenger auto.

This notice is for information purposes only. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners agency.

Thank you.

**NOTICE OF CHANGE IN POLICY TERMS
HIRED AUTOS, EMPLOYEE HIRED AUTOS,
AND NON-OWNED AUTOS**

Dear Policyholder:

Effective with this renewal, Uninsured Motorist Coverage is now applied to Hired Autos Liability, Employee Hired Autos, and/or Non-Owned Autos Liability coverages on your policy with an associated premium charge to align with provisions set forth in Florida Statute § 627.727.

The Uninsured Motorist Coverage applied to Hired Autos Liability, Employee Hired Autos, and/or Non-Owned Autos Liability coverages will be the same limits you previously selected for your policy.

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

Please review your policy and Declarations carefully. If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

POLICYHOLDER NOTICE USE OF MEDICAL FEE SCHEDULE FOR PERSONAL INJURY PROTECTION CLAIMS

We will limit reimbursement of medical expenses under Personal Injury Protection coverage to 80 percent of the following schedule of maximum charges specified in the Florida Motor Vehicle No-Fault Law, section 627.736, Florida Statutes:

- a. For emergency transport and treatment by providers licensed under chapter 401, Florida Statutes, 200 percent of Medicare.
- b. For emergency services and care provided by a hospital licensed under chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
- c. For emergency services and care as defined by s. 395.002, Florida Statutes, provided in a facility licensed under chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
- d. For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
- e. For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
- f. For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 1. The participating physicians fee schedule of Medicare Part B, except as provided in 2. and 3. below.
 2. Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
 3. The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in f. above, we will limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13, Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by us.

For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the service year in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies, or care rendered during that service year notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it will not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B. The term "service year" means the period from March 1 through the end of February of the following year.

If you have elected Extended Personal Injury Protection, as shown in the Declarations, we will limit reimbursement for medical benefits to 100 percent of the schedule of maximum charges set forth by the above described fee schedule for the named insured and resident family members and 80 percent of the schedule of maximum charges set forth by the above described fee schedule for persons other than the named insured or resident family members.

We shall use the Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers, to determine the appropriate amount of reimbursement for medical services, supplies or care.

Your policy contains the terms and conditions of this coverage. Should you have any questions about this or other issues related to your policy, please contact your agent for assistance.

OPTION TO MODIFY PERSONAL INJURY PROTECTION BENEFITS

For Personal Injury Protection insurance, the named insured may elect a deductible and to exclude coverage for loss of gross income and loss of earning capacity ("lost wages"). These elections apply to the named insured alone, or to the named insured and all dependent resident family members. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident family members are employed, since lost wages will not be payable in the event of an accident.

If this is an existing or renewal policy, the option you previously selected for Personal Injury Protection will continue to apply, unless you make a different selection below.

Please review carefully and indicate your selection(s) under one of the following options, if desired:

Option 1:

Standard Personal Injury Protection Benefits

Total Aggregate Limit for all Personal

Injury Protection Benefits, except Death Benefits

Medical Expenses

Wage Loss

Replacement Services Expenses

Death Benefits

Limit Per Person

\$10,000 (medical expenses limited to \$2,500 non-emergency)

80% of medical expenses subject to the Florida Motor Vehicle No-Fault Statute's fee schedule and subject to the total aggregate limit for Personal Injury Protection Benefits

60% of wage loss subject to the total aggregate limit subject to the total aggregate limit

\$5,000

☐ Select deductible of ☐ No deductible ☐ \$250 ☐ \$500 ☐ \$1,000 to apply to Personal Injury Protection Benefits for:

☐ Named Insured Only

☐ Named Insured and All Dependent Resident Family Members

☐ Exclude loss of gross income and loss of earning capacity ("lost wages")

☐ Named Insured Only

☐ Named Insured and All Dependent Resident Family Members

Option 2:

Extended Personal Injury Protection Benefits

Total Aggregate Limit for all Personal

Injury Protection Benefits, except Death Benefits

Medical Expenses

Wage Loss

Replacement Services Expenses

Death Benefits

Limit Per Person

\$10,000 (medical expenses limited to \$2,500 non-emergency)

100% of medical expenses subject to the Florida Motor Vehicle No-Fault Statute's fee schedule and subject to the total aggregate limit for Personal Injury Protection Benefits

80% of wage loss subject to the total aggregate limit subject to the total aggregate limit

\$5,000

☐ Select Extended Personal Injury Protection Coverage. **No deductible options are available.**

☐ Exclude loss of gross income and loss of earning capacity ("loss wages"). **Excluded "loss wages" must apply to named insured and all dependent resident family members.**

Signature

Date

Policy Number: 52-651-224-00

Agency: 12-0350-00 KING INSURANCE AGENCY

Florida

POLICYHOLDER INFORMATION AND ASSISTANCE

We are here to serve you and as our policyholder your satisfaction is very important to us. Should you have any questions or a complaint regarding your policy that cannot be resolved by your agent, you may contact our Tallahassee Regional Office for information and assistance by calling 850-216-3180.

Auto-Owners Insurance Company
Owners Insurance Company
Southern-Owners Insurance Company

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055 (352) 377-0420

ITEM ONE

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY
INC

ADDRESS PO BOX 325
NEWBERRY FL 32669-0325

**COMMERCIAL AUTO POLICY DECLARATIONS
STANDARD PROGRAM**

Renewal Effective 12-31-2022

POLICY NUMBER 52-651-224-00

Company Use 78-02-FL-1912

Company
Bill

POLICY TERM

12:01 a.m. to 12:01 a.m.
12-31-2022 to 12-31-2023

Entity: Limited Liability Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERED AUTOS AND COVERAGES

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those **autos** shown as covered **autos**. **Autos** are shown as covered **autos** for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Commercial Auto Policy next to the name of the coverage.

COVERAGES		COVERED AUTOS SYMBOLS	LIMIT OF INSURANCE FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
Combined Liability		1	\$1Million each accident	\$78,453.21
Uninsured Motorist Coverage		7, 8, 9	\$50,000 each person/ \$50,000 each accident (Non-stacked Uninsured Motorist Coverage selected.)	\$3,019.21
Personal Injury Protection		7	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	\$1,192.17
Medical Payments		7	\$2,000 each person	\$133.88
Physical Damage	Comprehensive	7, 8	\$250 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$3,367.28
	Collision	7, 8	\$500 deductible applies for each covered auto unless a deductible appears in ITEM THREE.	\$7,048.04
	Road Trouble Service			No Coverage
	Additional Expense			No Coverage
Premium for Endorsements				\$653.87
ESTIMATED TOTAL PREMIUM*				\$93,867.66

* This policy may be subject to final audit.

AUTO-OWNERS INS. CO.

58974 (1-17)

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

ITEM TWO (Continued)

Endorsements That Apply To All Items: 59495 (08-11) 58000 (01-15) 58001 (01-15) 58200 (01-15) 58524 (01-15) 58550 (01-17)
58555 (01-16) 58558 (03-16) 58706 (07-20) 58800 (11-20) 59325 (12-19) 58097 (05-21) 58583 (01-15) 58504 (01-15)
58540 (12-19)

QUICK REFERENCE FOR COVERED AUTO DESIGNATION SYMBOLS

Refer to the Commercial Auto Policy 58001 Section I for a complete description of COVERED AUTOS and policy provisions that may apply.

1 = Any Auto

2 = Owned Autos Only

3 = Owned Private Passenger Autos Only

4 = Owned Autos Other Than Private Passenger Autos
Only

5 = Owned Autos Subject to No-fault

6 = Owned Autos Subject To A Compulsory Uninsured
Motorists Law

7 = Scheduled Autos Only

8 = Hired Autos Only

9 = Non-owned Autos Only

19 = Mobile Equipment Subject To Compulsory Or
Financial Responsibility Or Other Motor Vehicle
Insurance Law Only

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055 (352) 377-0420

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY
INC

ADDRESS PO BOX 325
NEWBERRY FL 32669-0325

**COMMERCIAL AUTO POLICY DECLARATIONS
STANDARD PROGRAM**

Renewal Effective 12-31-2022

POLICY NUMBER 52-651-224-00

Company Use 78-02-FL-1912

Company
Bill

POLICY TERM

12:01 a.m. to 12:01 a.m.
12-31-2022 to 12-31-2023

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

ITEM THREE - SCHEDULE OF COVERED AUTOS, ADDITIONAL COVERAGES AND ENDORSEMENTS

	TERRITORY	CLASS
Hired Autos Liability - Non-Motor Carrier Operations	050 Alachua County, FL	SPL

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$80.24
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	18.38
TOTAL		\$98.62

Additional Endorsements For This Item: 58308 (01-17)

ITEM DETAILS: Estimated cost of hire - liability \$ If Any (Subject to audit)

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150

Hired Autos Physical Damage	050 Alachua County, FL	SPL
-----------------------------	---------------------------	-----

COVERAGES	LIMITS	PREMIUM
Comprehensive	ACV not to exceed \$ 200,000 \$ 100 deductible each covered auto	\$13.92
Collision	ACV not to exceed \$ 200,000 \$ 250 deductible each covered auto	56.39
TOTAL		\$70.31

ITEM DETAILS: Estimated cost of hire - physical damage \$ If Any (Subject to audit)

Rate Effective Date 06-08-2022

150

Non-Owned Autos Liability	050 Alachua County, FL	SPL
---------------------------	---------------------------	-----

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$89.26
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	70.61
TOTAL		\$159.87

Additional Endorsements For This Item: 58308 (01-17)

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

	TERRITORY	CLASS
1. 2014 CHEV SILVERADO VIN: 1GB3KZC83EF130814	050 Alachua County, FL	

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$3,600.18
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	119.03
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	49.05
Medical Payments	\$ 2,000 each person	3.54
Comprehensive	ACV - \$ 500 deductible	139.84
Collision	ACV - \$1,000 deductible	182.64
TOTAL		\$4,094.28

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Cab Chassis Truck 10,001 - 14,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0033001

2. 2004 FORD F550 VIN: 1FDAF56P14EC20000	050 Alachua County, FL
---	---------------------------

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$2,577.15
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	113.52
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	49.17
Medical Payments	\$ 2,000 each person	2.04
Comprehensive	ACV - \$ 500 deductible	63.63
Collision	ACV - \$1,000 deductible	103.06
TOTAL		\$2,908.57

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Cab Chassis Truck 16,001 - 19,500 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0029560

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

		TERRITORY	CLASS
3. 2017 GM SILVERADO VIN: 1GB4KYCY5HF169679		050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM	
Combined Liability	\$1Million each accident	\$3,839.77	
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	119.03	
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	49.19	
Medical Payments	\$ 2,000 each person	3.82	
Comprehensive	ACV - \$ 500 deductible	184.47	
Collision	ACV - \$1,000 deductible	269.90	
TOTAL		\$4,466.18	

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Cab Chassis Truck 10,001 - 14,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0040430 A

4. 2013 GMC SIERRA VIN: 1GTN1TEX5DZ144526		050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM	
Combined Liability	\$1Million each accident	\$3,756.18	
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	147.65	
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	49.55	
Medical Payments	\$ 2,000 each person	6.57	
Comprehensive	ACV - \$ 500 deductible	95.44	
Collision	ACV - \$1,000 deductible	167.74	
TOTAL		\$4,223.13	

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Pickup Truck 6,001 - 10,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0022001

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

	TERRITORY	CLASS
5. 2006 FRHT M2 VIN: 1FUBCXDC86HW11622	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$5,324.28
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	140.84
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	77.68
Medical Payments	\$ 2,000 each person	2.99
Comprehensive	ACV - \$ 500 deductible	111.60
Collision	ACV - \$1,000 deductible	262.19
	TOTAL	\$5,919.58

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Tractor Truck 26,001 - 33,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0075035 A

6. 2010 GM SILVERADO VIN: 1GB3CVBKXAF149650	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$3,223.78
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	113.47
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	49.11
Medical Payments	\$ 2,000 each person	3.21
Comprehensive	ACV - \$ 500 deductible	80.42
Collision	ACV - \$1,000 deductible	97.69
	TOTAL	\$3,567.68

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Cab Chassis Truck 6,001 - 10,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0024250

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

		TERRITORY	CLASS
7. 2009 STLG ACTERRA VIN: 2FZDCHBS19AAH7517		050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM	
Combined Liability	\$1Million each accident	\$4,344.07	
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	119.22	
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	77.65	
Medical Payments	\$ 2,000 each person	3.22	
Comprehensive	ACV - \$ 500 deductible	108.06	
Collision	ACV - \$1,000 deductible	173.79	
TOTAL		\$4,826.01	

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Straight Truck 33,001 - 45,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0049947 A

8. 2015 CHEV SILVERADO VIN: 1GC5KZE87FZ106047		050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM	
Combined Liability	\$1Million each accident	\$4,172.22	
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	154.91	
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	49.12	
Medical Payments	\$ 2,000 each person	5.58	
Comprehensive	ACV - \$ 500 deductible	172.55	
Collision	ACV - \$1,000 deductible	291.17	
TOTAL		\$4,845.55	

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Pickup Truck 10,001 - 14,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0040001 A

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

	TERRITORY	CLASS
9. 2018 CHEV COLORADO VIN: 1GCGSBEA6J1161017	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$3,309.77
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	158.83
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	64.66
Medical Payments	\$ 2,000 each person	11.35
Comprehensive	ACV - \$ 500 deductible	140.40
Collision	ACV - \$1,000 deductible	311.85
	TOTAL	\$3,996.86

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Mid Size Truck operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0026001

10. 2016 CHEV SILVERADO VIN: 1GC2KUEGXGZ402095	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$4,147.00
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	154.91
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	53.39
Medical Payments	\$ 2,000 each person	7.08
Comprehensive	ACV - \$ 500 deductible	174.22
Collision	ACV - \$1,000 deductible	302.18
	TOTAL	\$4,838.78

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Pickup Truck 6,001 - 10,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0036001 A

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

	TERRITORY	CLASS
11. 2015 CHEV SILVERADO VIN: 1GC2KUEB5FZ527704	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$4,103.77
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	154.91
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	52.11
Medical Payments	\$ 2,000 each person	6.91
Comprehensive	ACV - \$ 500 deductible	163.42
Collision	ACV - \$1,000 deductible	273.74
	TOTAL	\$4,754.86

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Pickup Truck 6,001 - 10,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0036001 A

12. 2019 CHEV SILVERADO MEDIUM DUTY VIN: 1HTKJPVM0KH624110	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$5,032.70
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	119.03
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	49.14
Medical Payments	\$ 2,000 each person	4.00
Comprehensive	ACV - \$ 500 deductible	340.45
Collision	ACV - \$1,000 deductible	1,308.34
	TOTAL	\$6,853.66

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Cab Chassis Truck 14,001 - 15,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0156626

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

	TERRITORY	CLASS
13. 2020 CHEV SILVERADO VIN: 1GC4YREY7LF251838	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$4,471.79
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	154.91
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	49.14
Medical Payments	\$ 2,000 each person	6.30
Comprehensive	ACV - \$ 500 deductible	215.11
Collision	ACV - \$1,000 deductible	523.52
	TOTAL	\$5,420.77

Interested Parties:

Lienholder (Loss Payee): GM FINANCIAL, PO BOX 1510, COCKEYSVILLE, MD 21030-7510

Additional Endorsements For This Item: 58455 (11-20) 58903 (10-17) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Pickup Truck 10,001 - 14,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0050001 A

14. 2019 CHEV COLORADO VIN: 1GCGSBEA3K1103724	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$3,495.19
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	158.83
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	67.71
Medical Payments	\$ 2,000 each person	11.64
Comprehensive	ACV - \$ 500 deductible	149.07
Collision	ACV - \$1,000 deductible	353.65
	TOTAL	\$4,236.09

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Mid Size Truck operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0026001

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

	TERRITORY	CLASS
15. 2017 FORD TRANSIT CONNECT VIN: NM0LS7F78H1319122	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$3,256.96
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	158.83
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	64.12
Medical Payments	\$ 2,000 each person	8.50
Comprehensive	ACV - \$ 500 deductible	118.80
Collision	ACV - \$1,000 deductible	246.02
	TOTAL	\$3,853.23

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Compact Van operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0024001

16. 2018 PORS MACAN VIN: WP1AB2A5XJLB35635	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$1,538.68
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	159.18
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	76.59
Medical Payments	\$ 2,000 each person	9.38
Comprehensive	ACV - \$ 500 deductible	198.19
Collision	ACV - \$1,000 deductible	372.01
	TOTAL	\$2,354.03

Interested Parties:

Lienholder (Loss Payee): FLORIDA CREDIT UNION, PO BOX 941881, MAITLAND, FL 32794-1881

Additional Endorsements For This Item: 58455 (11-20) 58903 (10-17) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Auto driven for pleasure/commute 0-3 use by a 47 year old.

Cost Symbol: 53-3B-52-2A-60.

Commercial Auto Plus Coverage Package applies.

6% Anti-Theft Device Discount applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

	TERRITORY	CLASS
17. 2019 CHEV COLORADO VIN: 1GCGTEEN4K1199476	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$3,551.74
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	158.83
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	67.71
Medical Payments	\$ 2,000 each person	11.64
Comprehensive	ACV - \$ 500 deductible	179.86
Collision	ACV - \$1,000 deductible	426.08
	TOTAL	\$4,395.86

Interested Parties:

Lienholder (Loss Payee): FLORIDA CREDIT UNION, PO BOX 941881, MAITLAND, FL 32794-1881

Additional Endorsements For This Item: 58455 (11-20) 58903 (10-17) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Mid Size Truck operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0042500 A

18. 2020 TRLR LOAD KING VIN: 5LKT27105L1031033	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$495.20
Comprehensive	ACV - \$ 500 deductible	77.30
Collision	ACV - \$1,000 deductible	148.19
	TOTAL	\$720.69

Interested Parties: None

ITEM DETAILS: Trailer operated within a 100 mile radius.

CLASS (01119): Electricians.

This item is a Service/Utility trailer.

Vehicle Count Factor Applies.

Rate Effective Date 06-08-2022

150 0015993

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

	TERRITORY	CLASS
19. 2018 NISS TITAN VIN: 1N6AA1CK2JN541153	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$4,115.49
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	154.91
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	55.99
Medical Payments	\$ 2,000 each person	7.42
Comprehensive	ACV - \$ 500 deductible	173.61
Collision	ACV - \$1,000 deductible	354.15
	TOTAL	\$4,861.57

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Pickup Truck 6,001 - 10,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0033001

20. 2020 CHEV COLORADO VIN: 1GCGSCEA6L1150169	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$3,272.45
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	240.82
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	89.96
Medical Payments	\$ 2,000 each person	11.92
Comprehensive	ACV - \$ 500 deductible	168.48
Collision	ACV - \$1,000 deductible	436.67
	TOTAL	\$4,220.30

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Mid Size Truck <= 6,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0029700

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

	TERRITORY	CLASS
21. 2019 RAM 3500 VIN: 3C7WRTCL7KG711591	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$4,033.54
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	79.38
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	30.22
Medical Payments	\$ 2,000 each person	4.00
Comprehensive	ACV - \$ 500 deductible	230.18
Collision	ACV - \$1,000 deductible	337.05
	TOTAL	\$4,714.37

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Cab Chassis Truck 10,001 - 14,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0060000

22. 2004 CHEV SILVERADO VIN: 1GBJK34U94E366226	050 Alachua County, FL	
COVERAGES	LIMITS	PREMIUM
Combined Liability	\$1Million each accident	\$2,621.80
Uninsured Motorist	\$ 50,000 each person/\$ 50,000 each accident	49.18
Personal Injury Protection	Medical and Disability - \$10,000 each person Medical limited to \$2,500 non-emergency Death Benefits - \$5,000 each person	20.91
Medical Payments	\$ 2,000 each person	2.77
Comprehensive	ACV - \$ 500 deductible	68.26
Collision	ACV - \$1,000 deductible	50.02
	TOTAL	\$2,812.94

Interested Parties: None

Additional Endorsements For This Item: 58455 (11-20) 58428 (11-20) 58308 (01-17)

ITEM DETAILS: Cab Chassis Truck 10,001 - 14,000 GVW operated within a 100 mile radius.

CLASS (01119): Electricians.

Commercial Auto Plus Coverage Package applies.

Vehicle Count Factor Applies.

Non-stacked Uninsured Motorist Coverage selected.

Rate Effective Date 06-08-2022

150 0030210

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055

Company
Bill

POLICY NUMBER
Company Use

52-651-224-00
78-02-FL-1912

NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY

Term 12-31-2022 to 12-31-2023

TERRITORY CLASS

Endorsements That Apply To This Policy

Additional Endorsements

		PREMIUM
Waiver of Our Right to Recover Payments - Blanket	Flat Charge	\$50.00
Designated Insured - Blanket	Flat Charge	50.00
Primary and Noncontributory Coverage - Blanket	Flat Charge	100.00
	TOTAL	<u>\$200.00</u>

050

Alachua County, FL

Commercial Auto Plus Coverage Package

COVERAGES	PREMIUM
See form	\$453.87
TOTAL	<u>\$453.87</u>

Additional Endorsements For This Item: 58514 (08-20)

ITEM DETAILS: 21 qualified item(s).

Physical damage coverages apply under the Commercial Auto Plus Coverage Package to qualified items that have the applicable comprehensive and/or collision coverage(s). Liability coverages provided by this endorsement apply to covered autos insured for liability.

Rate Effective Date 06-08-2022

150

TERM

ESTIMATED TOTAL PREMIUM	\$93,867.66
PAID IN FULL DISCOUNT	<u>-8,429.98</u>
ESTIMATED TOTAL PREMIUM IF PAID IN FULL	\$85,437.68

The Paid In Full Discount does not apply to fixed fees or statutory charges.

A 12% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X): Comm Umb(X)

Comm Prop/Comm Liab(X) WC() Life() Personal() Farm().

Fleet Monitoring Discount applies.

00327

238210

Countersigned By: KING INSURANCE AGENCY

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999AGENCY KING INSURANCE AGENCY
12-0350-00 MKT TERR 055 (352) 377-0420NAMED INSURED CHRIS TORRENCE ELECTRIC AND UTILITY
INCADDRESS PO BOX 325
NEWBERRY FL 32669-0325**COMMERCIAL AUTO POLICY DECLARATIONS
STANDARD PROGRAM**

Renewal Effective 12-31-2022

POLICY NUMBER 52-651-224-00

Company Use 78-02-FL-1912

Company
Bill**POLICY TERM**12:01 a.m. to 12:01 a.m.
12-31-2022 12-31-2023

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

0675

Scheduled Drivers List

Listed below are drivers currently scheduled on this policy. Please compare the list with your current records and contact your agent with any changes that need to be made. We will update the list accordingly for the next renewal.

Name: Last	First		Age	Date of Birth MM-DD-CCYY	State
TORRENCE	CHRIS	*	47	09-06-1975	FL
HINES	MERVIN		42	11-19-1980	FL
SMITH	RYAN		40	09-15-1982	FL
PEARSON	BRIAN		30	03-03-1992	FL
NOBLES	BRANDON		29	12-29-1993	FL
PLANK	SHEILA		56	02-23-1966	FL
PLANK	DARRIN		52	06-20-1970	FL
TORRENCE	ALICIA		46	05-24-1976	FL
MITCHELL	JED		48	04-01-1974	FL
WOLFE	JOHN		26	12-31-1996	FL
TILLEY	DAWLTON		22	02-03-2000	FL
TORRENCE	ISABELLE		19	03-15-2003	FL
NEWMAN	CHRISTOPHER		45	02-06-1977	FL
GIBBS	TIMOTHY		40	09-13-1982	FL
COLLINS	AUSTIN		22	04-25-2000	FL

* DRIVER ASSIGNED TO PRIVATE PASSENGER VEHICLE FOR RATING PURPOSES.

Commercial Auto Policy

Auto-Owners Insurance Company

POLICY NON-ASSESSABLE

This policy is non-assessable. Subject to the provisions of General Condition 5. Changes and any audit provisions of any coverage provided, the premium shown in the Declarations is the only premium you will be asked to pay.

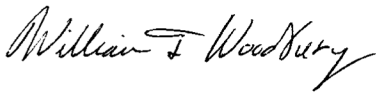
PARTICIPATING

You will be entitled to an equitable participation in Company funds in excess of the amount required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law. A distribution will be made only in accordance with the decision of our Board of Directors acting under the insurance laws and under our charter.

NOTICE OF MEMBERSHIP AND ANNUAL MEETING

Because we are a mutual company, this policy makes you a member of the Auto-Owners Insurance Company. You are entitled to vote, in person or by proxy, at all meetings. Our annual policyholder's meetings are held at our home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A.M.

In witness whereof, we, the Auto-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.



Secretary



President

QUICK REFERENCE

THE DECLARATIONS PAGE SHOWS THE: NAMED INSURED
SCHEDULE OF COVERED AUTOS AND COVERAGES
LIMIT OF INSURANCE
ENDORSEMENTS THAT APPLY TO THIS POLICY
PREMIUM

COMMERCIAL AUTO POLICY	Beginning on Page
SECTION I - COVERED AUTOS	1
A. Covered Auto Designation Symbols.....	1
B. Newly Acquired Autos.....	2
C. Trailers and Mobile Equipment.....	2
D. Temporary Substitute Autos	3
E. Hired Autos	3
SECTION II - COVERED AUTOS LIABILITY COVERAGE	3
A. Coverage.....	3
B. Exclusions	4
C. Limit of Insurance	6
SECTION III - PHYSICAL DAMAGE COVERAGE	7
A. Coverage.....	7
B. Exclusions	9
C. Limit of Insurance	10
SECTION IV - INDIVIDUAL NAMED INSURED	10
SECTION V - CONDITIONS	11
A. Loss Conditions.....	11
Duties in the Event of Accident, Claim, Suit or Loss.....	11
Legal Action Against Us.....	11
Appraisal for Physical Damage Loss.....	11
Loss Payment - Physical Damage Coverage	12
Our Right to Recover Payments	12
Motor Carriers	12
B. General Conditions	12
Policy Term and Territory.....	12
Other Insurance.....	12
Assignment	12
Bankruptcy	13
Changes.....	13
Concealment, Misrepresentation or Fraud.....	13
Duplication of Coverage.....	13
Examination of Your Books and Records	13
Inspections	13
Liberalization	13
No Benefit to Bailee - Physical Damage Coverage.....	13
Premiums.....	13
Premium Audit.....	13
Severability.....	14
SECTION VI - DEFINITIONS	14

COMMERCIAL AUTO POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy, words and phrases that appear in **bold face type** have special meaning. Refer to SECTION VI - DEFINITIONS. The descriptions in the headings of this policy and all applicable endorsements are solely for convenience and are not part of the terms and conditions of coverage.

SECTION I - COVERED AUTOS

A. COVERED AUTO DESIGNATION SYMBOLS

The following symbols describe the **autos** for which coverage may be provided. Symbols shown next to

the various coverages in the Declarations designate only those **autos** which shall be considered covered **autos** for each such coverage.

Symbol	Description Of Covered Auto Designation Symbols	
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Covered Autos Liability Coverage any trailer you do not own while connected to or accidentally disconnected from a power unit you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only private passenger autos you own (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a private passenger auto you own). This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not private passenger autos (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a power unit, other than a private passenger auto, you own). This includes those autos that are not private passenger autos you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-fault	Only those autos you own that are required by law to have no-fault benefits in the state in which they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorist Law	Only those autos you own that are required by law of the state in which they are licensed or principally garaged to have and cannot reject Uninsured Motorist Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist requirement.
7	Scheduled Autos Only	Only those autos scheduled in the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any trailer while connected to or accidentally disconnected from a power unit scheduled in the Declarations).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees , partners (if you are a partnership), members (if you are a limited liability company), executive officers (if you are a corporation), or members of their households.
9	Non-owned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business . This includes autos owned by your employees , partners (if you are a partnership), members (if you are a limited liability company), executive officers (if you are a corporation), or members of their households, but only while used in your business or your personal affairs .

Symbol	Description Of Covered Auto Designation Symbols	
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. NEWLY ACQUIRED AUTOS

If Symbol 7 is entered next to a coverage in Item Two of the Declarations, then:

1. Coverage

- a. An **auto you** acquire ownership of shall be a covered **auto** provided:
 - (1) The date **you** acquire ownership of the **auto** is during the policy term shown in the Declarations;
 - (2) No other insurance policy provides coverage for the **auto**; and
 - (3) **We** already cover all other **autos you** own, that are licensed for use on public roadways, except any that are out of service because of mechanical breakdown or damage sustained in an **accident**; and
- b. If such **auto you** acquire ownership of:
 - (1) Replaces an **auto you** previously owned, it shall be provided only those coverages which applied to the replaced **auto**.
 - (2) Is an additional **auto** (that is not a **trailer**), it shall be provided the following coverages:
 - (a) For other than physical damage coverage, it shall be provided the broadest coverages applicable to any one covered **auto** (that is not a **trailer**).
 - (b) For physical damage coverage, it shall be provided only those coverages (regardless of deductible) common to all of **your** other covered **autos**. The deductible shown in Item Two of the Declarations shall apply.
 - (3) Is an additional **auto** (that is a **trailer**), it shall be provided only those physical damage coverages (regardless of deductible) common to all of **your** other covered **autos**. The deductible shown in Item Two of the Declarations shall apply.

2. Duration of Coverage

Coverage for an **auto you** acquire ownership of shall apply for the remainder of the policy term or 30 days from the date **you** acquired

ownership of the **auto** if this policy is renewed, whichever is longer.

3. Reporting

You must report all **autos you** acquire ownership of to **us** by the expiration of the policy term during which the **auto** was acquired or 30 days from the date **you** acquired the **auto** if this policy is renewed, whichever is longer.

4. Premium

You will be charged the premium for all **autos you** acquire ownership of that are provided coverage under this extension from the date **you** acquired the **autos**.

5. Option to Purchase Physical Damage Coverage

You may at any time during the first 30 days after **you** acquire ownership of the **auto**, purchase the broadest physical damage coverages applicable to any one **auto** already scheduled in the Declarations.

C. TRAILERS AND MOBILE EQUIPMENT

The Covered Autos Liability Coverage provided by this policy for an **auto** extends to:

1. A **trailer** that is not connected to an **auto**, provided such **trailer**:
 - a. Has a load capacity of 2,000 pounds or less; and
 - b. Is owned by or is in the care, custody or control of:
 - (1) **You**;
 - (2) A **family member**, if **you** are an individual, who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage or who only owns a **trailer**; or
 - (3) Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage.

Coverage only applies for the ownership or use of the **trailer** by the individuals or organizations described in (1), (2) and (3) immediately above.

2. A **trailer** that is connected to an **auto** (that is not a **trailer**) to which Covered Autos Liability Coverage provided by this policy does not apply, provided such **trailer**:
 - a. Has a load capacity of 2,000 pounds or less; and

b. Is owned by:**(1) You;**

(2) A family member, if **you** are an individual, who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage or who only owns a **trailer**; or

(3) Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations for Covered Autos Liability Coverage.

Coverage only applies for the ownership of the **trailer** arising from the use of the **trailer** by an individual or organization other than the **trailer** owner. No coverage applies to the owner or operator of the **auto** (that is not a **trailer**) to which the **trailer** is connected.

- 3. Mobile equipment** while being carried or towed by a covered **auto**.
- 4. Non-motorized farm machinery or farm wagons** while connected to or accidentally disconnected from such covered **auto**.

D. TEMPORARY SUBSTITUTE AUTOS

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

- 1. Breakdown;**
- 2. Repair;**
- 3. Servicing;**
- 4. Loss; or**
- 5. Destruction**

shall be provided only those coverages which apply to such covered **auto** that is out of service.

E. HIRED AUTOS

Any leased, hired, rented or borrowed **auto** scheduled in the Declarations will be considered a covered **auto you** own and not a covered **auto you** lease, hire, rent or borrow.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an **insured** legally must pay as damages because of **bodily injury** or **property damage** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto** as an **auto**.

We will also pay all sums an **insured** legally must pay as a **covered pollution cost or expense** to which this insurance applies, caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto** as an **auto**. However, **we** will only pay for the **covered pollution cost or expense** if there is either **bodily injury** or **property damage** to which this insurance applies that is caused by the same **accident**.

We will investigate, settle or defend, as **we** consider appropriate, any claim or **suit** for damages or a **covered pollution cost or expense**, covered by this policy. **We** will do this at **our** expense, using attorneys of **our** choice. **Our** duty to defend or settle ends when the Limit of Insurance for Covered Autos Liability Coverage has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are **insureds**:

a. You for any covered **auto**.

b. Anyone else while using, with **your** permission, a covered **auto** (that is not a **trailer**) **you** own, lease, hire, rent or borrow except:

- (1) (a)** The owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed; or

(b) Any **employee**, agent or driver of the owner or anyone else, from whom such covered **auto** is leased, hired, rented or borrowed.

(2) Your **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), if such covered **auto** is owned by him or her or a member of his or her household.

(3) A person using such covered **auto** while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering or testing **autos**, unless that business is **yours**.

(4) A person, other than an **employee**, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation), or a lessee or borrower or any of their **employees**, while moving property to or from such covered **auto**.

c. The owner of a **trailer**, non-motorized farm machinery or farm wagon only when connected to or accidentally disconnected from a covered **auto**.

d. A partner (if **you** are a partnership), a member (if **you** are a limited liability company) or an **executive officer** (if **you** are a corporation) while someone, other than **you**, is using with **your** permission a covered **auto**

you do not own, lease, hire, rent or borrow, in connection with **your** business.

e. If **you** are an individual:

- (1) A **family member** who does not own an **auto** (that is not a **trailer**); and
- (2) A **family member** who owns an **auto** scheduled in the Declarations while using a covered **auto**; and
- (3) Anyone else while using, with the permission of a **family member**, a scheduled **auto**.

f. Anyone liable for the conduct of an **insured** described in 1.a. through 1.e. immediately above, only to the extent of that liability.

g. Any other individual or organization who owns an **auto** (that is not a **trailer**) scheduled in the Declarations while using a scheduled **auto**.

h. Those individuals or organizations described in 1.e. and 1.g. immediately above for liability associated with ownership or use of a **trailer** not scheduled in the Declarations which is owned by such individual or organization only when such **trailer**:

- (1) Has a load capacity of 2,000 pounds or less; and
- (2) Is not connected to an **auto**; or
- (3) Is connected to an **auto** (that is not a **trailer**) to which Covered Autos Liability Coverage is not provided by this policy while such **trailer** is being used by an individual or organization other than the **trailer** owner.

i. While any covered **auto** scheduled in the Declarations is rented or leased to **you** and is being used by or for **you**, its owner or anyone else from whom **you** rent or lease it is an **insured** but only for that covered **auto**.

2. Coverage Extensions

a. Supplementary Payments

In addition to **our** Limit of Insurance for Covered Autos Liability Coverage, **we** will also pay:

- (1) Premiums on appeal bonds in any **suit we** defend. **We** will not apply for or furnish such bonds.
- (2) Premiums on bonds to release attachments in any **suit** against an **insured we** defend, but only for bond amounts that do not exceed the applicable Limit of Insurance. **We** will not apply for or furnish such bonds.
- (3) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we** cover. **We** will not apply for or furnish such bonds.

(4) Interest on damages owed by an **insured** because of a judgment in a **suit we** defend and accruing:

- (a) After the judgment, and until **we** pay, offer or deposit in court, the amount for which **we** are liable under this policy; or
- (b) Before the judgment, where owed by law, but only on that part of the judgment **we** pay.

(5) Expenses an **insured** incurs for first aid to others at the time of an **accident** covered by this policy.

(6) All court costs taxed against an **insured** in any **suit** against that **insured** which **we** defend.

(7) All reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings up to \$250 per day.

b. Out-of-state Coverage Extensions

While a covered **auto** is away from the state where it is licensed, **we** will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered **auto** is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **auto** is being used.

We will not duplicate payments available under this or any other insurance for the same elements of **loss**.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. Care, Custody or Control

Property damage to or **covered pollution cost or expense** involving property owned or transported by the **insured** or in the **insured's** care, custody or control. This exclusion does not apply to:

- a. Liability assumed under a sidetrack agreement; or
- b. **Property damage** to a residence or private garage, caused by a covered **private passenger auto**, when the residence or private garage is in the care, custody or control of the **insured**.

2. Contractual

Liability for **bodily injury** or **property damage** assumed under any contract or agreement. This exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **insured contract** provided that the **bodily injury** or **property damage** occurs subsequent to the execution of such contract or agreement;
- b. That the **insured** would have in the absence of the contract or agreement; or
- c. Assumed in a **private passenger auto** lease or rental agreement, provided **you** are an individual and a party to the contract.

3. Employee Indemnification and Employer's Liability

Bodily injury to:

- a. An **employee** of the **insured** arising out of and in the course of:
 - (1) Employment by the **insured**; or
 - (2) Performing the duties related to the conduct of the **insured's** business; or
- b. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph **3.a.** above.

This exclusion applies:

- a. Whether the **insured** may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to **bodily injury** to **domestic employees** not entitled to workers compensation benefits or to liability assumed by the **insured** under an **insured contract**.

4. Fellow Employee

Bodily injury to:

- a. Any fellow **employee** of any **insured** arising out of and in the course of the fellow **employee's** employment or while performing duties related to the conduct of **your** business; or
- b. The spouse, child, parent, brother or sister of the fellow **employee** as a consequence of Paragraph **4.a.** above.

5. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **insured**.

6. Handling of Property

Bodily injury or **property damage** resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the **insured** for movement into or onto the covered **auto**;

- b. After it is moved from the covered **auto** to the place where it is finally delivered by the **insured**; or
- c. To or from any non-motorized farm machinery or farm wagon.

7. Operations

Bodily injury or **property damage** arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of **mobile equipment**.
- b. Machinery or equipment that is in, upon or attached to a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- c. Machinery or equipment that is in, upon or attached to a **trailer**, non-motorized farm machinery or farm wagon.

8. Completed Operations

Bodily injury or **property damage** arising out of **your** work after that work has been completed or abandoned.

In this exclusion, **your** work means:

- a. Work or operations performed by **you** or on **your** behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **8.a.** or **8.b.** above.

Your work will be deemed completed at the earliest of the following times:

- a. When all of the work called for in **your** contract has been completed;
- b. When all the work to be done at the site has been completed if **your** contract calls for work at more than one site; or
- c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

9. Pollution

- a. **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- (1) That are, or that are contained in any property that is:

- (a) Being transported or towed by, handled or handled for movement into, onto or from the covered **auto**;
 - (b) Otherwise in the course of transit by or on behalf of the **insured**; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- (2) Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto the covered **auto**; or
- (3) After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.
- b. Paragraph 9.a.(1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:
- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
 - (2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of **mobile equipment**.
- c. Paragraphs 9.a.(2) and 9.a.(3) above do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:
- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
 - (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

10. Public or Livery Conveyance

Bodily injury or property damage arising out of the use of any covered **auto** as a public mode of transportation of people. This exclusion does not apply to car pooling on a share the expense basis.

11. Racing

Bodily injury or property damage arising out of the use of any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.

12. War or Military Action

Bodily injury or property damage arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Workers Compensation

Any obligation for which the **insured** or the **insured's** insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

14. Autos Leased Under Hold Harmless Agreements

Bodily injury or property damage arising out of the use of any covered **auto** (that is not a **trailer**) while:

- a. Leased to **you** in writing in accordance with a written agreement in which the lessor holds **you** harmless; and
- b. Used pursuant to operating rights (permits) granted to **you** by a public authority.

C. LIMIT OF INSURANCE

We will pay damages for **bodily injury, property damage and covered pollution cost or expense** up to the Limit of Insurance shown in the Declarations for this coverage. Such damages shall be paid as follows:

- 1. When combined liability limits are shown in the Declarations, the limit shown for each **accident** is the total amount of coverage and the most **we** will pay for damages because of or arising out of **bodily injury, property damage and covered pollution cost or expense** in any one **accident**.
- 2. When separate **bodily injury** and **property damage** limits are shown in the Declarations:
 - a. For **bodily injury**:
 - (1) The limit shown for "each person" is the amount of coverage and the most **we**

will pay for all damages because of or arising out of **bodily injury** to one person in any one **accident**.

- (2) The limit shown for "each accident" is the total amount of coverage and the most **we** will pay, subject to **2.a.(1)** above, for all damages because of or arising out of **bodily injury** to two or more persons in any one **accident**.

- b. For **property damage**, the limit shown is the amount of coverage and the most **we** will pay for all **property damage** in any one **accident**.

3. The Limit of Insurance applicable to a **trailer**, non-motorized farm machinery or farm wagon which is connected to an **auto** covered by this policy shall be the limit of insurance applicable to such **auto**. The **auto** and connected **trailer**, non-motorized farm machinery or farm wagon are considered one **auto** and do not increase the Limit of Insurance.
4. The Limit of Insurance applicable to a **trailer** covered by this policy but not scheduled in the Declarations:

- a. Which is not connected to an **auto**; or
b. Which is connected to an **auto** not covered for Covered Autos Liability Coverage by this policy

shall be the Limit of Insurance applicable to any covered **auto**.

5. The Limit of Insurance for this coverage may not be added to the limits for the same or similar coverage applying to other **autos** insured by this policy to determine the amount of coverage available for any one **accident** or **covered pollution cost or expense**, regardless of the number of:

- a. Covered **autos**;
b. **Insureds**;
c. Premiums paid;
d. Claims made or **suits** brought;
e. Persons injured; or
f. Vehicles involved in the **accident**.

All **bodily injury**, **property damage** and **covered pollution cost or expense** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **accident**.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. **We** will pay for **loss** to a covered **auto** or its **equipment or custom furnishings** under:

a. **Comprehensive Coverage**

From any cause except:

- (1) The covered **auto's** collision with another object; or
(2) The covered **auto's** overturn.

However, **we** will pay for:

- (1) Glass breakage from any cause including upset or collision;
(2) Damage caused by missiles or falling objects; and
(3) Damage caused by collision with an animal or bird.

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply to the repair of safety or laminated glass contained within the windshield, rear window, a door window or any other side window of a covered **auto** that is a **private passenger auto**, provided both **you** and **we** agree to the repair. However, the deductible will still apply to:

- (1) Any light or any component of any light to such covered **auto**;
(2) Any glass contained in the roof;
(3) Removable roof panels of any type;
(4) Mirrors of any type; or

- (5) Replacement of any safety or laminated glass.

b. **Collision Coverage**

Caused by:

- (1) The covered **auto's** collision with another object; or
(2) The covered **auto's** overturn.

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply when a covered **auto** that is a **private passenger auto** is:

- (1) In a collision with another **auto**:
(a) **We** insure and which **you** do not own, rent or have in **your** care, custody or control; or
(b) Whose owner or operator has been identified; and
1) Is legally responsible for the entire amount of the damage; and
2) Is covered by a **property damage** liability policy or bond but only if the damage exceeds the deductible amount.
(2) Legally parked and is accidentally struck by another of **your private passenger autos**, provided Collision Coverage applies to both **autos**.

2. Road Trouble Service

We will pay up to the amount shown in the Declarations for this coverage each time a covered **auto** that is a **private passenger auto** is disabled:

- a. For towing to the nearest available garage; and
- b. For the cost of labor performed at the place of disablement.

3. Coverage Extensions

a. Trailers

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** will extend to certain **trailers you** do not own.

The trailer must:

- (1) Have a load capacity of 2,000 pounds or less;
- (2) Be used with **your private passenger auto**; and
- (3) Be other than a **trailer** of the home, office, store, display or passenger type.

Our limit of insurance under this coverage extension is \$500 in any one **loss**. No deductible applies.

b. Transportation Expenses Following Theft

If Comprehensive Coverage is shown in the Declarations for a **private passenger auto** scheduled in the Declarations, **we** will pay up to \$30 per day but not more than \$900 in any one **loss** for transportation expenses incurred if such **auto** is stolen. **We** will pay such expenses incurred during the period beginning 48 hours after an **insured** reports the theft to **us** and to the police and ending when such **auto** is returned to use or **we** pay for its **loss**.

c. Personal Property

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** that is a **private passenger auto** will extend to **loss** to personal property contained in or on such **auto** as follows:

- (1) Comprehensive Coverage because of:
 - (a) Fire;
 - (b) Lightning; or
 - (c) Theft or attempted theft if there are visible signs of someone breaking into such **auto** or the entire **auto** is stolen; or
- (2) Collision Coverage.

The personal property must be owned by **you**, a **family member** or **your employee**. This coverage extension does not apply to:

- (1) Property used in a business, trade or profession.
- (2) Money or jewelry.
- (3) Property specifically insured.

- (4) Anything that is otherwise excluded by this policy.

Our limit of insurance under this coverage extension is \$300 in any one **loss**. No deductible applies.

d. Air Bag Replacement

The Comprehensive Coverage provided to a **private passenger auto** scheduled in the Declarations will extend to replacement of an air bag that inflates without such **auto** having been involved in a Comprehensive or Collision **loss**. No deductible applies.

e. Loss of Use - Rental Fee Reimbursement

- (1) We shall provide the following extension of coverage when **you** become legally responsible to pay for loss of use of:

- (a) A **private passenger auto** rented or hired without a driver under a written rental contract or agreement and a covered **auto** under this policy is a **private passenger auto** with Comprehensive and Collision Coverages which extend to such rented or hired **private passenger auto**; or
- (b) An **auto** (that is not a **private passenger auto**) rented or hired without a driver under a written rental contract or agreement and such **auto** is provided **Hired Auto Physical Damage** coverage under this policy.

- (2) We shall reimburse **you** or pay on **your** behalf:

- (a) The rental fee that would have been paid if such **auto** (that is a **private passenger auto**); or
- (b) Up to \$30 per day but not more than \$900 in any one **loss**, of the rental fee that would have been paid, if such **auto** (that is not a **private passenger auto**) had not sustained **loss**.

- (3) This coverage begins the day following the **loss** and ends, regardless of the policy expiration date, at the earliest of the following:

- (a) The day repairs to the rental **auto** are completed, not to exceed a period longer than required to repair such **auto**, exercising due diligence and dispatch;
- (b) The day **we** make payment for replacement of the rental **auto**; or
- (c) Thirty (30) days after the date coverage begins.

- (4) **You** or the rental agency must submit proper receipts to **us** for all expenses claimed under this coverage extension.

f. Diminished Value

When Diminished Value Coverage is shown in the Declarations for an **auto**, we shall pay:

- (1) An additional 15% of the settlement amount if the model year of such **auto** is no older than the model year of the date of the **loss** and the two prior model years; or
- (2) An additional 10% of the settlement amount for prior model years for damage to such **auto** because of **diminished value**, only if such **auto** is repaired. This provision does not apply to damage to glass.

B. EXCLUSIONS

Comprehensive and Collision Coverages do not apply to:

1. Audio, Visual or Data Electronic Equipment

Loss to any of the following:

- a. Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals. However, such equipment is covered if:
 - (1) Standard or optional equipment for the manufacturer of a covered **auto** for that make, model and model year;
 - (2) Permanently installed in a covered **auto** and was not standard or optional equipment for the manufacturer of such covered **auto** for that make, model and model year; or
 - (3) Scheduled in the Declarations and a premium charged.

Our limit under a.(2) above shall not exceed \$1,000 in any one **loss**. No deductible applies to the coverage extension in a.(2) above.
- b. Tapes, discs or other similar media designed for use with equipment described in a. above.
- c. Any accessories used with the media or equipment described in a. or b. above.

2. Diminished Value

Loss to a covered **auto** because of or arising out of **diminished value**. This exclusion does not apply to the extent that coverage is provided when Diminished Value Coverage is shown in the Declarations.

3. Expected or Intentional Act

Loss to a covered **auto** because of or arising out of **your** intentional act or an intentional act committed at **your** direction or with **your** knowledge.

4. Conversion, Embezzlement or Secretion

Loss to a covered **auto** because of or arising out of conversion, embezzlement or secretion by any person lawfully having a covered **auto** under a sale, lease or similar agreement.

5. Illegal Activities

Loss to a covered **auto** because of confiscation or destruction by any civil or governmental authorities because of illegal activities engaged in by **you** or a **family member**.

6. Loss of Use

Loss of use of a covered **auto**, except as provided in Coverage Extensions.

7. Nuclear Hazard

Loss caused by or resulting from:

- a. The explosion of any weapon employing atomic fission or fusion; or
- b. Nuclear reaction or radiation, or radioactive contamination, however caused.

8. Racing

Loss to any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.

9. Radar Detectors

Loss to any device designed or used to:

- a. Detect speed-measuring equipment such as radar or laser detectors; or
- b. Elude or disrupt speed-measuring equipment such as a jamming apparatus.

10. Tires

Loss to tires, unless the **loss** is caused by:

- a. Fire;
 - b. Theft; or
 - c. Malicious mischief; or
- is part of other **loss** covered by this policy.

11. Truck Campers

Loss to:

- a. A truck camper; or
 - b. A pickup cover with built-in cooking and sleeping equipment
- unless scheduled in the Declarations and a premium charged.

12. War or Military Action

Loss caused by or resulting from:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental

authority in hindering or defending against any of these.

13. Wear and Tear

Loss to a covered **auto** because of and confined to:

- a. Wear and tear;
- b. Freezing; or
- c. Mechanical or electrical breakdown, other than burning of wiring.

This exclusion does not apply to such **loss** following and resulting from other **loss** covered by this policy.

C. LIMIT OF INSURANCE

1. The most **we** will pay for **loss** to any one covered **auto** is the lesser of:
 - a. The actual cash value of damaged or stolen property at the time of the **loss**;
 - b. The cost, at local prices, to repair or replace damaged or stolen property with other property of like kind and quality; or
 - c. The Limit of Insurance shown in the Declarations.
2. **We** will, at **our** option, replace an **auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:
 - a. Such **auto** is a **private passenger auto**;
 - b. **You** purchased it new;
 - c. **We** determine the **loss** cannot be repaired; and
 - d. The **loss** occurs within 90 days of the purchase date.

3. If a **loss** to an **auto** scheduled in the Declarations can be paid under either Comprehensive Coverage or Collision Coverage, payment will be made under the coverage that pays the most.

4. Coinsurance

If a scheduled **auto** has been altered, remodeled, converted or modified so that its value is substantially increased over that of a standard **auto** of the same make and model, and such modifications affect the amount of the **loss**, **we** will pay only the proportion that the value of a standard **auto** bears to the value of the scheduled **auto**. This does not apply when an additional premium is charged based on the increased value.

5. Deductible - Hired Auto Physical Damage Coverage

If other insurance is available to **you** or the owner of a covered **auto** (that is a hired **auto**) and such insurance is subject to a deductible greater than the deductible which applies to this coverage, **we** shall pay the difference between the two deductibles.

SECTION IV - INDIVIDUAL NAMED INSURED

If a Named Insured shown in the Declarations is an individual and any **auto** scheduled in the Declarations is a **private passenger auto**, the following extensions of coverage apply:

- A. The Covered Autos Liability Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**):
 1. Not owned by **you** or anyone living with **you**.
 2. Not furnished or available for regular use to **you** or anyone living with **you**. However, **we** will afford **you** Covered Autos Liability Coverage for **your** use of an **auto** (that is not a **trailer**) owned by or furnished for the regular use of a **family member**.
 3. Not used in a business **you** own or operate selling, servicing, repairing, parking or storing **autos**.
 4. Not used by **you**, a **family member** or the chauffeur or **domestic employee** of either while

working in **your** business or occupation or that of a **family member**, unless the **auto** is a **private passenger auto**.

5. Not used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) if scheduled in the Declarations.

We also extend this coverage to anyone legally responsible for the use of the **auto** (that is not a **trailer**) by the persons described in 1. and 2. immediately above.

- B. The Physical Damage Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**):
 1. Not owned by **you** or anyone living with **you**.

2. Not furnished or available for regular use to **you** or anyone living with **you**.
3. Not used in a business **you** own or operate selling, servicing, repairing, parking or storing **autos**.
4. Not used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in **your** business or occupation or that of a **family member**, unless the **auto** is a **private passenger auto**.
5. Not used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) scheduled in the Declarations.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

SECTION V - CONDITIONS

A. LOSS CONDITIONS

1. Duties in the Event of Accident, Claim, Suit or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of **accident**, claim, **suit** or **loss**, an **insured** must give **us** or **our** authorized representative prompt notice of the **accident** or **loss**, including:
 - (1) How, when and where the **accident** or **loss** occurred;
 - (2) The **insured's** name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, the **insured** and any other involved **insured** must:
 - (1) Immediately send **us** copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **suit**.
 - (2) Cooperate with **us** in the investigation or settlement of the claim or defense against the **suit**.
 - (3) Authorize **us** to obtain medical records or other pertinent information.
 - (4) Submit to examination, at **our** expense, by physicians of **our** choice, as often as **we** reasonably require.
 - (5) Assume no obligation, make no payment or incur no expense without **our** consent, except at the **insured's** own cost.
 - (6) Agree to examinations under oath at **our** request and give **us** a signed statement of such answers.
- c. If there is **loss** to a covered **auto** or its **equipment or custom furnishings**, an **insured** must also do the following:

- (1) Promptly notify the police if the covered **auto** or any of its **equipment or custom furnishings** is stolen.

- (2) Take all reasonable steps to protect the covered **auto** from further damage. Also keep a record of expenses for consideration in the settlement of the claim.

- (3) Permit **us** to inspect the covered **auto** and records proving the **loss** before its repair or disposition.

2. Legal Action Against Us

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. Further, under the Covered Autos Liability Coverage, no legal action may be brought until **we** agree a person entitled to coverage has an obligation to pay or until the amount of that obligation has been determined by judgment after trial. No one has any right under this policy to bring **us** into any action to determine the liability of any person **we** have agreed to protect.

3. Appraisal for Physical Damage Loss

If **you** and **we** disagree on the amount of **loss**, either may demand an appraisal of the **loss**. In this event, each party will select a competent and impartial appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If **we** submit to an appraisal, **we** will still retain **our** right to deny the claim.

4. Loss Payment - Physical Damage Coverage

At **our** option, **we** may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return stolen property at **our** expense. **We** will pay for any damage that results to the **auto** from the theft; or
- c. Take all or any part of damaged or stolen property at an agreed or appraised value.

If **we** pay for the **loss**, **our** payment will include, where required by law, the applicable sales tax for damaged or stolen property. **We** may adjust the **loss** for an **auto you** lease, hire, rent or borrow with either **you** or the owner of such **auto**, whomever **we** choose.

5. Our Right to Recover Payments

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

6. Motor Carriers

- a. When this policy is amended by an endorsement prescribed in compliance with any law for the regulation of:
 - (1) Common carriers;
 - (2) Contract carriers; or
 - (3) Private carriers
 of passengers or property, all amended policy terms and conditions remain in full force and are binding between **you** and **us**.
- b. If as a result of that endorsement, **we** are obligated to make a payment that **we** would not make except for that endorsement, **you** agree to reimburse **us** for any payment, including payment for defense costs, **we** must make as a result of that endorsement.

B. GENERAL CONDITIONS**1. Policy Term and Territory**

Under this policy, **we** cover **accidents** and **losses** occurring:

- a. During the policy term shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - (1) The United States of America;
 - (2) The territories and possessions of the United States of America;
 - (3) Canada; and
 - (4) Anywhere in the world if a covered **auto** that is a **private passenger auto** is leased, hired, rented or borrowed

without a driver for a period of 30 days or less, provided that the **insured's** responsibility to pay damages is determined in a **suit** on the merits in any of the coverage territories described in **b.(1)**, **b.(2)** or **b.(3)** above or in a settlement to which **we** agree.

We also cover **loss** to, or **accidents** involving, a covered **auto** while being transported between any of these places.

2. Other Insurance

- a. For any covered **auto** that is scheduled in the Declarations, this policy provides primary insurance. For any covered **auto** which is not scheduled in the Declarations, the insurance provided by this policy is excess over any other collectible insurance. However, this coverage shall be primary when any covered **auto** (that is a **trailer**) is connected to an **auto** that is scheduled in the Declarations and this coverage shall be excess when any covered **auto** (that is a **trailer**) is connected to an **auto** that is not scheduled in the Declarations.
- b. Regardless of the provisions of Paragraph **a.** above, the Covered Autos Liability Coverage of this policy is primary for any liability assumed under an **insured contract**.
- c. When this policy and any other coverage form or policy covers on the same basis, either excess or primary, **we** will pay only **our** share. **Our** share is the proportion that the Limit of Insurance of **our** policy bears to the total of the limits of all the coverage forms and policies covering on the same basis.

3. Assignment

No interest in this policy may be assigned without **our** written consent. However, if **you** are an individual and **you** die within the policy term, the policy will cover as though named in the Declarations:

- a. **Your** spouse;
- b. **Your** legal representative, but only with respect to his or her legal responsibility for the maintenance or use of a covered **auto**; and
- c. Any person having proper temporary custody of a covered **auto** until a legal representative is appointed

provided **we** are given written notice of **your** death within 60 days of the date of **your** death or by the expiration of the policy term in which **you** die, whichever is greater. This requirement does not apply with regard to **your** spouse.

4. Bankruptcy

Bankruptcy or insolvency of an **insured** or an **insured's** estate will not relieve **us** of any obligation under the terms of this policy.

5. Changes

- a. This policy contains all the agreements between **you** and **us** or any of **our** agents, concerning the insurance afforded. The terms of this policy can be amended or waived only by endorsement issued by **us** and made part of this policy.
- b. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with **our** consent. **We** may adjust **your** policy premium because of changes made to the policy.
- c. **We** may adjust **your** premium during the policy term because of changes in the factors that were used to determine such premium. These factors include but are not limited to:
 - (1) The principal place of garaging a covered **auto**;
 - (2) Coverages, limits of insurance and deductibles;
 - (3) The type, make and model of a covered **auto** and its use; and
 - (4) The operators of a covered **auto**. Premium adjustments will be made at the time of such changes or when **we** become aware of the changes, if later. **We** will use the governing rules and rates in effect on the inception date of the policy term.

6. Concealment, Misrepresentation or Fraud

This policy is void in any case of fraud by **you** at any time as it relates to this policy. It is also void if **you** or any other **insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This policy;
- b. The covered **auto**;
- c. **Your** interest in the covered **auto**; or
- d. A claim under this policy.

7. Duplication of Coverage

- a. If this policy and any other policy or coverage form provided by **us** or a company affiliated with **us**, provides coverage for the same **accident** or **loss**, **our** maximum limit of insurance under all the policies or coverage forms shall not exceed the highest limit of insurance under any single policy or coverage form applicable to the **accident** or **loss**.
- b. This condition does not apply to any policy or coverage form issued by **us** or a

company affiliated with **us** to specifically provide excess insurance over this policy.

8. Examination of Your Books and Records

We may examine and audit **your** books and records as they relate to this policy at any time during the policy term and up to one year afterward.

9. Inspections

- a. **We** have the right to:
 - (1) Make inspections at any time;
 - (2) Give **you** reports on the conditions **we** find; and
 - (3) Recommend changes.
- b. **We** are not obligated to make any inspections, reports or recommendations and any such actions **we** do undertake relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. **We** do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs **9.a.** and **9.b.** of this condition apply not only to **us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, reports or recommendations.

10. Liberalization

If **we** revise this policy to provide more coverage without additional premium charge, **your** policy will automatically provide the additional coverage as of the day the revision is effective in **your** state.

11. No Benefit to Bailee - Physical Damage Coverage

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.

12. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums **we** pay.

13. Premium Audit

The estimated premium for this policy is based on the exposures **you** told **us** **you** would have when this policy began. **We** will compute the final premium due when **we** determine **your**

actual exposures. The estimated total premium will be credited against the final premium due, and the first Named Insured will be billed for the balance, if any. The due date for the final premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, a return premium will be paid. Failure to pay any premium, including the

final premium, by the due date shown on the bill will be considered to be non payment of premium.

14. Severability

Except as to the Limit of Insurance, the coverage provided by this policy applies separately to each person against whom claim is made or **suit** is brought.

SECTION VI - DEFINITIONS

A. Accident includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.

B. Auto means:

1. A land motor vehicle, designed for travel on public roads;
2. A **trailer**; or
3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

C. Bodily injury means physical injury, sickness or disease sustained by a person, including resulting death of that person.

D. 1. Covered pollution cost or expense means any cost or expense arising out of:

- a. Any request, demand, order or statutory or regulatory requirement that an **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
- b. Any claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

2. Covered pollution cost or expense does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered **auto**;
 - (2) Otherwise in the course of transit by or on behalf of an **insured**; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- b. Before the **pollutants** or any property in which the **pollutants** are contained are

moved from the place where they are accepted by an **insured** for movement into or onto the covered **auto**; or

c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by an **insured**.

Paragraph **2.a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The **bodily injury, property damage or covered pollution cost or expense** does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of **mobile equipment**.

Paragraphs **2.b.** and **2.c.** above do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

E. Diminished value means the actual or perceived reduction in market value or resale value of a covered **auto** as the result of a covered **loss**.

F. Domestic employee means a person engaged in household or domestic work performed principally in connection with a residence premises.

G. Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

H. Equipment or custom furnishings means:

1. An apparatus or device (that is not a **trailer**):
 - a. Permanently attached to or installed in or upon a covered **auto**; or
 - b. Designed for use with, but detached from, a covered **auto**.
2. Keys and key fobs designed for a covered **auto**.
3. Custom paint, decals, wraps or other interior or exterior modifications to a covered **auto**.

Equipment or custom furnishings does not include:

1. Anything attached to real estate; or
2. Removable child seats.

I. Executive officer means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.**J. Family member** means a person who resides with **you** and who is related to **you** by blood, marriage or adoption. **Family member** includes a ward or foster child who resides with **you**.**K. Insured** means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage.**L. Insured contract** means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with:
 - a. Construction; or
 - b. Demolition operations on or within 50 feet of a railroad;
4. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the tort liability of another to pay damages because of **bodily injury** or **property damage** to a third person or organization. Tort liability means liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of **your** business, pertaining to the rental or lease, by **you** or any of **your employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates **you** or any of **your employees** to pay for **property damage** to any **auto** rented or leased by **you** or any of **your employees**.

An **insured contract** does not include that part of any contract or agreement that:

1. Indemnifies a railroad for **bodily injury** or **property damage** arising out of:
 - a. Construction; or
 - b. Demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
2. Pertains to the loan, lease or rental of an **auto** to **you** or any of **your employees**, if the **auto** is loaned, leased or rented with a driver; or
3. Holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for **your** use of a covered **auto** over a route or territory that person or organization is authorized to serve by public authority.

M. Leased worker means a person leased to **you** by a labor leasing firm under an agreement between **you** and the labor leasing firm to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.**N. Loss** means direct and accidental loss or damage.**O. Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises **you** own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - a. Equipment designed primarily for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

P. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Q. Private passenger auto means:

- 1. A passenger or station wagon type **auto** with four or more wheels;
- 2. A pickup or van type **auto** with a gross weight of 15,000 pounds or less which is not used in the business of carrying passengers for hire; or
- 3. A motorhome.

R. Property damage means damage to or destruction of tangible property including resulting loss of use of that property.

S. Suit means a civil proceeding in which:

- 1. Damages because of **bodily injury** or **property damage**; or

2. A **covered pollution cost or expense** to which this insurance applies, are alleged.

Suit includes:

- 1. An arbitration proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the **insured** must submit or does submit with **our** consent; or
- 2. Any other alternative dispute resolution proceeding in which such damages or **covered pollution costs or expenses** are claimed and to which the **insured** submits with **our** consent.

T. Temporary worker means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

U. Trailer means a vehicle which is designed:

- 1. For travel on public roads; and
- 2. To be connected to and towed by a power unit.

Trailer does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment** or **custom furnishings**.

V. Volunteer worker means a person who is not **your employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by **you**, and is not paid a fee, salary or other compensation by **you** or anyone else for their work performed for **you**.

W. We, us or our means the Company providing this insurance.

X. You or your means the Named Insured shown in the Declarations and if an individual, **your** spouse who resides in the same household.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

- 1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
- 2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.

If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice 030	
Name Of Designated Person(s) Or Organization(s) COMMERCIAL INDUSTRY CORP	Mailing Address 186 NW 68TH AVE OCALA, FL 34482-8228

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or

2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.

If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice 030	
Name Of Designated Person(s) Or Organization(s) SCHERER CONSTRUCTION OF NORTH FLORIDA LLC	Mailing Address 2504 NW 71ST PL GAINESVILLE, FL 32653-1626

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or

2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.

If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice 030	
Name Of Designated Person(s) Or Organization(s) HOAR CONSTRUCTION	Mailing Address 111 N ORANGE AVE STE 1150 ORLANDO, FL 32801-2338

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

59495 (8-11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
 2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.
- If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice <u>030</u>	
Name Of Designated Person(s) Or Organization(s) CHARLES PERRY PARTNERS INC	Mailing Address 8200 NW 15TH PL GAINESVILLE, FL 32606-5203

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

5. Our Right to Recover Payments

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

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

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

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

All other policy terms and conditions apply.

58583 (1-15)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

1. The insurance does not apply:
 - a. Under Covered Autos Liability Coverage, to **bodily injury** or **property damage**:
 - (1) With respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) The **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - b. Under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
 - c. Under Covered Autos Liability Coverage, to **bodily injury** or **property damage** resulting from **hazardous properties of nuclear material**, if:
 - (1) The **nuclear material**:
 - (a) Is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured**; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **insured**; or
 - (3) The **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.
2. As used in this endorsement:

Hazardous properties includes radioactive, toxic or explosive properties.

Nuclear material means **source material**, **special nuclear material** or **by-product material**.

Source material, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Waste means any waste material:

- (a) Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- (b) Resulting from the operation by any person or organization of any **nuclear facility** included under paragraphs (a) and (b) of the definition of **nuclear facility**.

Nuclear facility means:

- (a) Any nuclear reactor;
- (b) Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing **spent fuel**; or
 - (3) Handling, processing or packaging **waste**;
- (c) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the

premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property damage includes all forms of radioactive contamination of property.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA UNINSURED MOTORIST COVERAGE - NON-STACKED

For a covered **auto** licensed or principally garaged in Florida, this endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. COVERAGE

1. We will pay all sums the **insured** is legally entitled to recover as compensatory damages from the owner or driver of an **uninsured motor vehicle**. The damages must result from **bodily injury** sustained by the **insured** caused by an **accident**. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the **uninsured motor vehicle**. This includes loss of consortium any person is legally entitled to recover because of:
 - a. **Bodily injury** sustained by the **insured**; and
 - b. Caused by an **accident**.
2. With respect to damages resulting from an **accident** with a vehicle described in Paragraph a.(2) of the definition of uninsured motor vehicle, we will pay under this coverage only if Paragraph a. or b. below applies:
 - a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or
 - b. A tentative settlement has been made between an **insured** and the insurer of the underinsured motor vehicle and **we**:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a **suit** brought without **our** written consent is not binding on **us**.

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are **insureds**:
 - a. The Named Insured and any **family members**.
 - b. Anyone else **occupying**:
 - (1) A covered **auto**; or
 - (2) A temporary substitute for a covered **auto**. The covered **auto** must be out of service because of its breakdown, repair, servicing, **loss** or destruction.
 - c. Anyone for damages he or she is entitled to recover because of **bodily injury** sustained by another **insured**.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are **insureds**:
 - a. Anyone **occupying**:
 - (1) A covered **auto** is an **insured**; or
 - (2) A temporary substitute for a covered **auto** is an **insured**. The covered **auto** must be out of service because of its breakdown, repair, servicing, **loss** or destruction.
 - b. Anyone for damages he or she is entitled to recover because of **bodily injury** sustained by another **insured**.

C. EXCLUSIONS

This insurance does not apply to:

1. Any claim settled or judgment reached without **our** consent, unless **our** right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of an **uninsured motor vehicle**.

2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. **Bodily injury** sustained by:
 - a. An individual Named Insured while **occupying** or when struck by a vehicle owned by that individual Named Insured that is not a covered **auto** for Uninsured Motorist Coverage under this policy;
 - b. Any **family member** while **occupying** or when struck by any vehicle owned by that **family member** that is not a covered **auto** for Uninsured Motorist Coverage under this policy;
 - c. Any **family member** while **occupying** or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorist Coverage on a primary basis under any other coverage form or policy; or
 - d. Any **insured** with respect to damages for pain, suffering, mental anguish or inconvenience unless the **bodily injury** consists in whole or in part of:
 - (1) Significant and permanent loss of an important bodily function;
 - (2) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
 - (3) Significant and permanent scarring or disfigurement; or
 - (4) Death.
5. Punitive or exemplary damages.
6. **Bodily injury** arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** for Uninsured Motorist Coverage - Non-stacked while such **auto** is:
 - a. Enrolled in an electronic or written **auto** sharing program agreement; and
 - b. Being used in connection with such **auto** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.

8. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** for Uninsured Motorist Coverage - Non-stacked while such **auto** is being used as a public mode of transportation of people. This exclusion does not apply to car pooling on a share the expense basis.

D. LIMIT OF INSURANCE

1. Regardless of the number of covered **autos**, **insureds**, premiums paid, claims made or **suits** brought, persons injured or vehicles involved in the **accident**, the limit of insurance is as follows:
 - a. The most **we** will pay for all damages resulting from **bodily injury** to any one person caused by any one **accident**, including all damages claimed by any person or organization for care, loss of services or death resulting from the **bodily injury**, is the limit of Uninsured Motorist - Non-stacked shown in the Declarations for each person.
 - b. Subject to the limit for each person, the most **we** will pay for all damages resulting from **bodily injury** caused by any one **accident** is the limit of Uninsured Motorist - Non-stacked shown in the Declarations for each **accident**.
2. No one will be entitled to receive duplicate payments for the same elements of **loss** under this coverage and any Liability Coverage form, No-fault Coverage endorsement, Medical Payments Coverage endorsement, or Uninsured Motorist Coverage endorsement attached to this policy.
3. **We** will not make a duplicate payment under this coverage for any element of **loss** for which payment has been made by or for anyone who is legally responsible.
4. **We** will not pay for any element of **loss** if a person is entitled to receive payment for the same element of **loss** under any workers compensation, disability benefits or similar law.

E. CHANGES IN CONDITIONS

SECTION V - CONDITIONS is amended for the purposes of this endorsement only.

1. The **Other Insurance** Provision in the policy is deleted and replaced by the following:

Other Insurance

- a. If there is other applicable insurance available under one or more coverage forms, policies or provisions of coverage, any recovery for damages sustained by an individual Named Insured or any **family member**:
 - (1) While **occupying** a vehicle owned by that Named Insured or any **family member** may equal, but not exceed, the

limit of insurance for Uninsured Motorist Coverage applicable to that vehicle.

- (2) While **occupying** a vehicle not owned by that Named Insured or any **family member** may equal, but not exceed, the sum of:

(a) The limit of insurance for Uninsured Motorist Coverage applicable to the vehicle such Named Insured or any **family member** was **occupying** at the time of the **accident**; and

(b) The highest limit of insurance for Uninsured Motorist Coverage applicable to any one vehicle under any one policy affording coverage to such Named Insured or any **family member**.

- (3) While not **occupying** any vehicle may equal, but not exceed, the highest limit of insurance for Uninsured Motorist Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Insured or any **family member**.

b. Any insurance **we** provide with respect to a vehicle the Named Insured does not own will be excess over any collectible uninsured motorist insurance providing coverage on a primary basis.

c. If the coverage under this policy is provided:

(1) On a primary basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. The **Duties in the Event of Accident, Claim, Suit or Loss** provision is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send **us** copies of the legal papers if a **suit** is brought.
- c. A person seeking Uninsured Motorist Coverage must also promptly notify **us** in writing by certified or registered mail of a tentative settlement between the **insured** and the insurer of the vehicle described in Paragraph

b. of the definition of an **uninsured motor vehicle** and allow **us** 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve **our** rights against the insurer, owner or operator of such vehicle described in Paragraph b. of the definition of an **uninsured motor vehicle**.

3. The **Our Right to Recover Payments** provision is changed by adding the following:

If **we** make any payment and the **insured** recovers from another party, the **insured** will hold the proceeds in trust for **us** and pay **us** back the amount **we** have paid.

Our rights do not apply under this provision with respect to Uninsured Motorist Coverage if **we**:

- a. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of a vehicle described in Paragraph b. of the definition of an **uninsured motor vehicle**; and
- b. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

If **we** advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Uninsured Motorist Coverage; and
- b. **We** also have a right to recover the advanced payment.

4. The following condition is added:

a. **Arbitration**

(1) If **we** and an **insured** do not agree:

- (a) Whether that person is legally entitled to recover damages under this endorsement; or
- (b) As to the amount of damages that are recoverable by that person then the matter may be mediated, in accordance with the Mediation provision, if the damages resulting from **bodily injury** are for \$10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- (2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- (3) Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.
- b. Florida Arbitration Act**
If **we** and an **insured** agree to arbitration, the **Florida Arbitration Act** will not apply.
- c. Mediation**
 - (1) In any claim filed by an **insured** with **us** for:
 - (a) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
 - (b) **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**; or
 - (c) **Loss** to a covered **auto** or its equipment, in any amount
 either party may make a written demand for mediation of the claim prior to the institution of litigation.
 - (2) A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
 - (3) The request must state:
 - (a) Why mediation is being requested.
 - (b) The issues in dispute, which are to be mediated.
 - (4) The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

- (5) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation will not be entitled to demand or request mediation after a **suit** is filed relating to the same facts already mediated.
- (6) The mediation will be conducted as an informal process and formal rules of evidence and procedures need not be observed.

F. ADDITIONAL DEFINITIONS

SECTION VI - DEFINITIONS is amended. As used in this endorsement only:

- 1. **Occupying** means in, upon, getting in, on, out or off.
- 2. **a. Uninsured motor vehicle** means a land motor vehicle or **trailer**:
 - (1) For which no liability bond or policy applies at the time of an **accident**;
 - (2) That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or **trailer** for which a **bodily injury** liability bond or policy applies at the time of an **accident** but the amount paid under that bond or policy to an **insured** is not enough to pay the full amount the **insured** is legally entitled to recover as damages caused by the **accident**;
 - (3) For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - (4) For which neither the driver nor owner can be identified. The land motor vehicle or **trailer** must:
 - (a) Hit an individual Named Insured or any **family member**, a covered **auto** or a vehicle such Named Insured or any **family member** is **occupying**; or
 - (b) Cause an **accident** resulting in **bodily injury** to an individual Named Insured or any **family member** without hitting that Named Insured, any **family member**, a covered **auto** or a vehicle such Named Insured or any **family member** is **occupying**.

If there is no physical contact with the land motor vehicle or **trailer**, the facts of the **accident** must be proved. **We** will only accept competent evidence other than the testimony of a person making

claims under this or any similar coverage.

- b. However, **uninsured motor vehicle** does not include any vehicle:

- (1) Owned by a governmental unit or agency;
- (2) Designed for use mainly off public roads while not on public roads; or
- (3) Owned by or furnished or available for the regular use of the Named Insured, or if the Named Insured is an individual,

any **family member** unless it is a covered **auto** to which the coverage form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the Named Insured, or if the Named Insured is a individual, any **family member**; or

- (4) Located for use as a residence or premises.

All other policy terms and conditions apply.

58428 (11-20)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

A. COVERAGE

1. **We** will pay Auto Medical Payments Coverage to or for any **insured** who accidentally sustains **bodily injury** caused by an **accident**.
 2. Auto Medical Payments Coverage shall consist of:
 - a. (1) Medical Benefits, meaning the following schedule of maximum charges specified in the Florida Motor Vehicle No-Fault Law, section 627.736, Florida Statutes, for **medically necessary** medical, surgical, X-ray, dental and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital and nursing services, if the injured person receives initial services and care within 14 days after the **accident** involving a covered **auto**.
 - (a) For emergency transport and treatment by providers licensed under chapter 401, Florida Statutes, 200 percent of Medicare.
 - (b) For emergency services and care provided by a hospital licensed under chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
 - (c) For emergency services and care as defined by s. 395.002, Florida Statutes, provided in a facility licensed under chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the usual and customary charges in the community.
 - (d) For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
 - (e) For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
 - (f) For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 - 1) The participating physicians fee schedule of Medicare Part B, except as provided in 2) and 3) below.
 - 2) Medicare Part B, in the case of services, supplies, and care provided by ambulatory surgical centers and clinical laboratories.
 - 3) The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in (f) above, **we** will limit reimbursement to the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13, Florida Statutes, and rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers' compensation will not be reimbursed by **us**.
- (2) For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the **service year** in which the services, supplies, or care is rendered and

for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies or care rendered during that **service year**, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it will not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

We shall use the Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers, to determine the appropriate amount of reimbursement for medical services, supplies or care.

However, the Medical Benefits shall provide reimbursement only for such:

- (a) Initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, a chiropractic physician licensed under chapter 460, Florida Statutes, or an advanced practice registered nurse registered under chapter 464, Florida Statutes or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under part III of chapter 401, Florida Statutes, which provides emergency transportation and treatment; and
- (b) Followup services and care referred by the health care provider of the initial services and care, consistent with the underlying medical diagnosis rendered in the initial services and care that are lawfully provided, supervised, ordered or prescribed by a physician licensed under chapter 458 or chapter 459, Florida Statutes, a chiropractic physician licensed under chapter 460, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, or an advanced practice registered nurse registered under chapter 464 Florida Statutes, or, to the extent permitted

by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or chapter 459, Florida Statutes, or an advanced practice registered nurse licensed under chapter 464, Florida Statutes. Followup services and care may also be provided by the following persons or entities:

- 1) A hospital or ambulatory surgical center licensed under chapter 395, Florida Statutes.
- 2) An **entity wholly owned** by one or more physicians licensed under chapter 458 or chapter 459, Florida Statutes, chiropractic physicians licensed under chapter 460, Florida Statutes, advanced practice registered nurses registered under chapter 464, Florida Statutes, or dentists licensed under chapter 466, Florida Statutes, or by such practitioners and the spouse, parent, child, or sibling of such practitioners.
- 3) An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.
- 4) A physical therapist licensed under chapter 486, Florida Statutes, based upon a referral by a provider described in (b) immediately above.
- 5) A health care clinic licensed under part X of chapter 400, Florida Statutes, which is accredited by an accrediting organization whose standards incorporate comparable regulations required by this state, or:
 - a) Has a medical director licensed under chapter 458, Florida Statutes, chapter 459, Florida Statutes, or chapter 460, Florida Statutes;
 - b) Has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the

United States Securities and Exchange Commission as a national securities exchange; and

- c) Provides at least four of the following medical specialties:
- i General medicine.
 - ii Radiography.
 - iii Orthopedic medicine.
 - iv Physical medicine.
 - v Physical therapy.
 - vi Physical rehabilitation.
 - vii Prescribing or dispensing outpatient prescription medication.
 - viii Laboratory services.

Medical Benefits do not include massage as defined in s. 480.033, Florida Statutes, or acupuncture as defined in s. 457.102, Florida Statutes, regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for Medical Benefits under this provision.

- b. Reasonable funeral service expenses equal to the lesser of \$5,000 or the remainder of the unused Auto Medical Payments Coverage per person. Reasonable funeral service expenses must be incurred within three years of the **accident** resulting in death and reported to **us** within one year of the funeral. **We** may pay reasonable funeral service expenses to the executor or administrator of the deceased, to any of the deceased's relatives by blood, legal adoption, or marriage, or to any person appearing to **us** to be equitably entitled to such benefits.

B. WHO IS AN INSURED

1. Anyone **occupying** a covered **auto**; and
2. If **you** are an individual and a covered **auto** is a **private passenger auto** to which Auto Medical Payments applies:
 - a. **You**; and
 - b. Any **family member**, who does not own an **auto** (that is not a **trailer**) unless shown in the Declarations when struck by or while **occupying** an **auto** not owned by, furnished or available for regular use by **you** or anyone living with **you**.

C. EXCLUSIONS

Auto Medical Payments Coverage does not apply to:

1. **Bodily injury** expected or intended from the standpoint of the **insured**.
2. **Bodily injury** to an **insured** while working in a business of selling, leasing, servicing, repairing, parking, storing, delivering or testing **autos**, unless that business is **yours**.
3. **Bodily injury** arising out of the use of any covered **auto** as a public mode of transportation of people. This exclusion does not apply to car pooling on a share the expense basis.
4. **Bodily injury** arising out of the use of any covered **auto** while participating in any prearranged racing, prearranged high speed driving, prearranged competitive driving or prearranged demolition event. This exclusion also applies while any covered **auto** is preparing for or practicing for any of the previously mentioned events.
5. **Bodily injury** to any person **occupying** a covered **auto** without a reasonable belief of **your** permission to do so.
6. **Bodily injury** arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. Any obligation for which the **insured** or the **insured's** insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.
8. **Bodily injury** to an **insured occupying** or struck by a covered **auto** located for use as a residence or premises.
9. **Bodily injury** to any person injured while committing a felony.
10. **Bodily injury** sustained by any **insured** while **occupying** or when struck by any vehicle that is a covered **auto** while such **auto** is:
 - a. Enrolled in an electronic or written **auto** sharing program agreement; and
 - b. Being used in connection with such **auto** sharing program.
 If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.

D. LIMIT OF INSURANCE

1. The Limit of Insurance shown in the Declarations for each person is the most **we** will pay to

or for any person in one **accident** for medical benefits and reasonable funeral service expenses.

2. Subject to **D.1.** above, the most **we** will pay for reasonable funeral service expenses is \$5,000 per person.
3. The Limit of Insurance is not increased because of the number of:
 - a. **Covered autos;**
 - b. **Insureds;**
 - c. Premiums paid;
 - d. Claims made or **suits** brought;
 - e. Persons injured; or
 - f. Vehicles involved in the **accident**.
4. **We** will not pay any amount for medical or funeral services that duplicate amounts paid or payable by other insurance of any type.
5. If **you**, or a **family member** who does not own an **auto** unless shown in the Declarations, sustain **bodily injury** while not **occupying** an **auto**, the maximum amount of coverage available for such **bodily injury** is the highest single limit of insurance for this coverage applying to any **auto** with respect to which the injured person is an **insured**.

E. OTHER INSURANCE

The coverage afforded by this endorsement shall be excess over benefits paid or payable under the Florida Motor Vehicle No-Fault Law. However, when the injured person is eligible for Personal Injury Protection Benefits, coverage shall only apply to the extent coverage is afforded under the Personal Injury Protection Benefits of this policy and is not payable under the Personal Injury Protection Benefits of this policy due to:

1. The 80% limitation; or
2. The maximum aggregate limitation.

F. FRAUD

Benefits are not due or payable to or on the behalf of an insured person if that person has committed, by a material act or omission, insurance fraud relating to Auto Medical Payments Coverage under this policy, if the fraud is admitted to in a sworn statement by the **insured** or established in a court of competent jurisdiction. Any insurance fraud voids all coverage arising from the claim related to such fraud under the Auto Medical Payments Coverage of the insured person who committed the fraud, irrespective of whether a portion of the insured person's claim may be legitimate, and any benefits paid before the discovery of the fraud is recoverable by **us** in its entirety from the person who committed insurance fraud. The prevailing party is entitled to its

costs and attorney fees in any action in which it prevails in **our** action to enforce **our** right of recovery under this paragraph.

If **we** have a reasonable belief that a fraudulent insurance act, for the purposes of coverage under this coverage form, has been committed, **we** shall notify the claimant, in writing, within 30 days after submission of the claim that the claim is being investigated for suspected fraud. Beginning at the end of the initial 30-day period, **we** have an additional 60 days to conduct fraud investigation. No later than 90 days after the submission of the claim, **we** must deny the claim or pay the claim with simple interest. Interest shall be assessed from the date the claim was submitted until the day the claim is paid. All claims denied for suspected fraudulent insurance acts shall be reported to the Division of Investigative and Forensic Services.

- G. The following provisions apply in addition to those contained in **SECTION V – CONDITIONS, A. LOSS CONDITIONS, 1. Duties in the Event of Accident, Claim, Suit or Loss** of the policy.

MEDICAL REPORTS; PROOF OF CLAIM; REHABILITATION NOTICE

As soon as practicable, the injured person or someone on his or her behalf shall send **us** written proof of claim, under oath if required. This must include full details of the **bodily injury**, treatment, and rehabilitation received and considered. It must also include such other information as may help **us** determine the amount **we** must pay. At **our** request the injured person or someone acting on the behalf of the injured person must authorize **us** to obtain medical and other records which pertain to the **bodily injury**. The injured person must, at **our** expense, submit to mental or physical examinations by doctors **we** select as often as **we** may reasonably require. An injured person's refusal to submit to or failure to appear at two examinations raises a rebuttable presumption that the refusal or failure was unreasonable. If an injured person unreasonably refuses to submit to or fails to appear at an examination, **we** are no longer liable for subsequent Medical Benefits.

EXAMINATION UNDER OATH

An injured person seeking benefits under Auto Medical Payments Coverage must comply with the terms of this policy, which include, but are not limited to, submitting to an examination under oath. The scope of questioning during the examination is limited to relevant information or information that could reasonably be expected to lead to relevant information. Compliance with the examination under oath requirement is a condition precedent to receiving benefits.

H. SECTION VI – DEFINITIONS is amended.

The following definitions are added for the purposes of this endorsement only.

- 1. Entity wholly owned** means a proprietorship, group practice, partnership, or corporation that provides health care services rendered by licensed health care practitioners and in which licensed health care practitioners are the business owners of all aspects of the business entity, including, but not limited to, being reflected as the business owners on the title or lease of the physical facility, filing taxes as the business owners, being account holders on the entity's bank account, being listed as the principals on all incorporation documents required by this state, and having ultimate authority over all personnel and compensation decisions relating to the entity. However, this definition does not apply to an entity that is wholly owned, directly or indirectly, by a hospital licensed under chapter 395, Florida Statutes.
- 2. Medically necessary** means a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
 - a.** In accordance with generally accepted standards of medical practice;
 - b.** Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c.** Not primarily for the convenience of the patient, physician or other health care provider.
- 3. Occupying** means being in or on an **auto** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **auto**.
- 4. Service year** means the period from March 1 through the end of February of the following year.

All other policy terms and conditions apply.

58455 (11-20)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - PERSONAL INJURY PROTECTION

For a covered **auto** licensed or principally garaged in Florida, this endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

We agree with the **named insured**, subject to all the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows that:

A. COVERAGE

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-fault Law to or for an **insured** who sustains **bodily injury** in an **accident** arising out of the ownership, maintenance or use of a **motor vehicle**. Personal Injury Protection benefits consist of the following:

1. Medical Benefits

- a. Medical Benefits, meaning 80% of the following schedule of maximum charges specified in the Florida Motor Vehicle No-Fault Law, section 627.736, Florida Statutes, for **medically necessary** medical, surgical, X-ray, dental and rehabilitative services, including prosthetic devices and **medically necessary** ambulance, hospital and nursing services, if the injured person receives initial services and care within 14 days after the **motor vehicle** accident:
 - (1) For emergency transport and treatment by providers licensed under chapter 401, Florida Statutes, 200 percent of Medicare.
 - (2) For emergency services and care provided by a hospital licensed under chapter 395, Florida Statutes, 75 percent of the hospital's usual and customary charges.
 - (3) For emergency services and care as defined by s. 395.002, Florida Statutes, provided in a facility licensed under chapter 395, Florida Statutes, rendered by a physician or dentist, and related hospital inpatient services rendered by a physician or dentist, the

usual and customary charges in the community.

- (4) For hospital inpatient services, other than emergency services and care, 200 percent of the Medicare Part A prospective payment applicable to the specific hospital providing the inpatient services.
- (5) For hospital outpatient services, other than emergency services and care, 200 percent of the Medicare Part A Ambulatory Payment Classification for the specific hospital providing the outpatient services.
- (6) For all other medical services, supplies, and care, 200 percent of the allowable amount under:
 - (a) The participating physicians fee schedule of Medicare Part B except as provided in (b) and (c) below.
 - (b) Medicare Part B, in the case of services, supplies and care provided by ambulatory surgical centers and clinical laboratories.
 - (c) The Durable Medical Equipment Prosthetics/Orthotics and Supplies fee schedule of Medicare Part B, in the case of durable medical equipment.

However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in (6) above, **we** will limit reimbursement to 80% of the maximum reimbursable allowance under workers compensation, as determined under s. 440.13, Florida Statutes, and

rules adopted thereunder which are in effect at the time such services, supplies, or care is provided. Services, supplies, or care that is not reimbursable under Medicare or workers compensation will not be reimbursed by **us**.

- b.** For purposes of the above, the applicable fee schedule or payment limitation under Medicare is the fee schedule or payment limitation in effect on March 1 of the **service year** in which the services, supplies, or care is rendered and for the area in which such services, supplies, or care is rendered, and the applicable fee schedule or payment limitation applies to services, supplies or care rendered during that **service year**, notwithstanding any subsequent change made to the fee schedule or payment limitation, except that it will not be less than the allowable amount under the applicable schedule of Medicare Part B for 2007 for medical services, supplies, and care subject to Medicare Part B.

We shall use the Medicare coding policies and payment methodologies of the federal Centers for Medicare and Medicaid Services, including applicable modifiers, to determine the appropriate amount of reimbursement for medical services, supplies or care.

However, the Medical Benefits shall provide reimbursement only for such:

- (1)** Initial services and care that are lawfully provided, supervised, ordered, or prescribed by a physician licensed under chapter 458 or chapter 459, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, a chiropractic physician licensed under chapter 460, Florida Statutes, or an advanced practice registered nurse registered under chapter 464, Florida Statutes or that are provided in a hospital or in a facility that owns, or is wholly owned by, a hospital. Initial services and care may also be provided by a person or entity licensed under part III of chapter 401, Florida Statutes, which provides emergency transportation and treatment; and
- (2)** Followup services and care referred by the health care provider of the initial services and care, consistent with the underlying medical diagnosis rendered in the initial services and care that are lawfully provided, supervised, ordered or

prescribed by a physician licensed under chapter 458 or chapter 459, Florida Statutes, a chiropractic physician licensed under chapter 460, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, or an advanced practice registered nurse registered under chapter 464, Florida Statutes, or, to the extent permitted by applicable law and under the supervision of such physician, osteopathic physician, chiropractic physician, or dentist, by a physician assistant licensed under chapter 458 or chapter 459, Florida Statutes, or an advanced practice registered nurse licensed under chapter 464, Florida Statutes. Followup services and care may also be provided by the following persons or entities:

- (a)** A hospital or ambulatory surgical center licensed under chapter 395, Florida Statutes.
- (b)** An **entity wholly owned** by one or more physicians licensed under chapter 458 or chapter 459, Florida Statutes, chiropractic physicians licensed under chapter 460, Florida Statutes, advanced practice registered nurses registered under chapter 464, Florida Statutes, or dentists licensed under chapter 466, Florida Statutes or by such practitioners and the spouse, parent, child, or sibling of such practitioners.
- (c)** An entity that owns or is wholly owned, directly or indirectly, by a hospital or hospitals.
- (d)** A physical therapist licensed under chapter 486, Florida Statutes, based upon a referral by a provider described in **(2)** immediately above.
- (e)** A health care clinic licensed under part X of chapter 400, Florida Statutes, which is accredited by an accrediting organization whose standards incorporate comparable regulations required by this state, or:
 - 1)** Has a medical director licensed under chapter 458, Florida Statutes, chapter 459, Florida Statutes, or chapter 460, Florida Statutes;
 - 2)** Has been continuously licensed for more than 3 years or is a publicly traded corporation that issues securities traded on an exchange registered with the United States

Securities and Exchange Commission as a national securities exchange; and

- 3) Provides at least four of the following medical specialties:
 - a) General medicine.
 - b) Radiography.
 - c) Orthopedic medicine.
 - d) Physical medicine.
 - e) Physical therapy.
 - f) Physical rehabilitation.
 - g) Prescribing or dispensing outpatient prescription medication.
 - h) Laboratory services.

Medical Benefits, do not include massage as defined in s. 480.033, Florida Statutes, or acupuncture as defined in s. 457.102, Florida Statutes, regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for Medical Benefits under this provision.

2. Disability Benefits

a. Replacement Services Expenses

With respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his or her household, subject to the total aggregate limit;

b. Wage Loss

With respect to the period of disability of the injured person, 60% of any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person, subject to the total aggregate limit; and

3. Death Benefits

Death Benefits are in addition to the Medical Benefits, Replacement Services Expenses and Wage Loss provided under this policy. **We** may pay Death Benefits to the executor or administrator of the deceased, to any of the deceased's relatives by blood, legal adoption, or marriage, or to any person appearing to **us** to be equitably entitled to such benefits.

B. WHO IS AN INSURED

1. The **named insured**.
2. If the **named insured** is an individual, any **family member**.

3. Any other person while **occupying** a covered **motor vehicle** with the **named insured's** consent.
4. A **pedestrian** if the **pedestrian** is struck by a covered **motor vehicle**.

C. EXCLUSIONS

We will not pay Personal Injury Protection benefits for **bodily injury**:

1. Sustained by the **named insured** or any **family member** while **occupying** any **motor vehicle** owned by the **named insured** that is not a covered **motor vehicle**;
2. Sustained by any person while operating the covered **motor vehicle** without the **named insured's** expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her **bodily injury** under any of the following circumstances:
 - a. Causing **bodily injury** to himself or herself intentionally; or
 - b. While committing a felony;
4. To any **pedestrian**, other than the **named insured** or any **family member**, not a legal resident of the state of Florida;
5. To any person, other than the **named insured**, if that person is the **owner** of a **motor vehicle** for which security is required under the Florida Motor Vehicle No-fault Law;
6. To any person, other than the **named insured**, or any **family member**, who is entitled to Personal Injury Protection benefits from the owner of a **motor vehicle** that is not a covered **motor vehicle** under this insurance or from the **owner's** insurer; or
7. To any person who sustains **bodily injury** while **occupying** a **motor vehicle** located for use as a residence or premises.

D. LIMIT OF INSURANCE

1. Regardless of the number of persons insured, policies or bonds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of Personal Injury Protection benefits, available under the Florida Motor Vehicle No-fault Law from all sources combined, including this policy, for or on behalf of any one person who sustains **bodily injury** as the result of any one **accident**, shall be \$10,000 when it has been determined, by a physician licensed under chapter 458 or chapter 459, Florida Statutes, a dentist licensed under chapter 466, Florida Statutes, a physician assistant licensed under chapter 458 or chapter 459, Florida Statutes, or

an advanced practice registered nurse licensed under chapter 464, Florida Statutes, that the injured person had an **emergency medical condition**. However, Medical Benefits shall be limited to \$2,500 when:

- a. A health care provider, as described in **A. COVERAGE, 1.b.(1)** which provided the initial services and care; or
- b. A health care provider, as described in **A. COVERAGE, 1.b.(2)** which provided the followup services and care

did not determine that the injured person had an **emergency medical condition**.

2. **We** will pay no more than \$5,000 per individual for Death Benefits. Death Benefits are in addition to the Medical and Disability Benefits provided under this policy.
3. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of **loss** under any workers compensation law.
4. If Personal Injury Protection benefits, under the Florida Motor Vehicle No-fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this policy, **we** will not make duplicate payments to or for the benefit of the injured person. The insurer paying the benefits shall be entitled to recover from **us** its pro rata share of the benefits paid and expenses incurred in handling the claim.
5. The deductible amount shown in the Declarations will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1.**, **A.2.** and **A.3.** of this endorsement before the application of any percentage limitation for each **insured** to whom the deductible applies. Such deductible will apply:
 - a. Only to the **named insured**, if designated PIP Deductible (X); or
 - b. Only to the **named insured** and each dependent **family member**, if designated PIP Deductible (Y)
 as shown in the Declarations under Personal Injury Protection.
 The deductible does not apply to the Death Benefit.
6. Any amount paid under this coverage for Medical Benefits shall be limited by the medical fee schedule as provided by this policy.

E. CHANGES IN CONDITIONS

SECTION V - CONDITIONS is amended for the purposes of this endorsement only.

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is deleted and replaced by the following:
 Compliance with the following duties is a condition precedent to receiving benefits: In the event of an **accident**, the **named insured** must give **us** or **our** authorized representative prompt written notice of the **accident**. If any injured person or his or her legal representative institutes a legal action to recover damages for **bodily injury** against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to **us** as soon as possible by the injured person or his or her legal representative.
 A person seeking personal injury protection benefits must, as soon as possible, give **us** written proof of claim, under oath if required, containing full particulars concerning the injuries and treatment received and/or contemplated, and send **us** any other information that will assist **us** in determining the amount due and payable.
 A person seeking personal injury protection benefits must submit to an examination under oath. The scope of questioning during the examination under oath is limited to relevant information or information that could reasonably be expected to lead to relevant information.
2. **Legal Action Against Us** is deleted and replaced by the following:
Legal Action Against Us
 - a. No legal action may be brought against **us** until there has been full compliance with all terms of this policy. In addition, no legal action may be brought against **us**:
 - (1) Until the claim for benefits is overdue in accordance with Paragraph **F.2.** of this endorsement; and
 - (2) Until **we** are provided with a demand letter in accordance with the Florida Motor Vehicle No-fault Law sent to **us** via U.S. certified or registered mail; and
 - (3) With respect to the overdue claim specified in the demand letter, if, within 30 days of receipt of the demand letter, **we**:
 - (a) Pay the overdue claim; or
 - (b) Agree to pay for future treatment not yet rendered in accordance with the requirements of the Florida Motor Vehicle No-fault Law.
 - b. If legal action is brought against **us**, all claims related to the same health care provider or facility shall be brought in a single

action, unless good cause can be shown why such claims should be brought separately.

3. **Our Right to Recover Payments** is deleted and replaced by the following:

Our Right to Recover Payments

Unless prohibited by the Florida Motor Vehicle No-fault Law, in the event of payment to or for the benefit of any injured person under this coverage:

- a. **We** will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the **bodily injury** from which the payment arises. **We** will also have a lien on those proceeds.
- b. If any person to or for whom **we** pay benefits has rights to recover benefits from another, those rights are transferred to **us**. That person must do everything necessary to secure **our** rights and must do nothing after loss to impair them.
- c. The insurer providing Personal Injury Protection benefits on a private passenger **motor vehicle**, as defined in the Florida Motor Vehicle No-fault Law, shall be entitled to reimbursement to the extent of the payment of Personal Injury Protection benefits from the **owner** or the insurer of the **owner** of a commercial **motor vehicle**, as defined in the Florida Motor Vehicle No-fault Law, if such injured person sustained the injury while **occupying**, or while a **pedestrian** through being struck by, such commercial **motor vehicle**. However, such insurer's right of reimbursement under this Paragraph **c**. does not apply to an **owner** or registrant of a **motor vehicle** used as a taxicab.

4. **Concealment, Misrepresentation or Fraud** is deleted and replaced by the following:
Concealment, Misrepresentation or Fraud
We do not provide coverage under this endorsement for an **insured** if that **insured** has committed, by a material act or omission, insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the **insured** or if the fraud is established in a court of competent jurisdiction. Any insurance fraud voids all personal injury protection coverage arising from the claim with respect to the **insured** who committed the fraud.

Any benefits paid prior to the discovery of the fraud are recoverable from that **insured**.

5. **Policy Term and Territory** is deleted and replaced by the following:

Policy Term and Territory

The insurance under this section applies only to **accidents** which occur during the policy term:

- a. In the state of Florida;
- b. As respects the **named insured** or any **family member**, while **occupying** the covered **motor vehicle** outside the state of Florida but within the United States of America, its territories or possessions or Canada; and
- c. As respects the **named insured**, while **occupying** a **motor vehicle** of which a **family member** is the **owner** and for which security is maintained under the Florida Motor Vehicle No-Fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

F. ADDITIONAL CONDITIONS

SECTION V - CONDITIONS is amended for the purposes of this endorsement only. The following conditions are added:

1. Mediation

- a. In any claim filed by an **insured** with **us** for:
 - (1) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
 - (2) **Property damage** in any amount, arising out of the ownership, operation, maintenance or use of a covered **auto**;
 - or
 - (3) **Loss** to a covered **auto** or its equipment, in any amount
 either party may make a written demand for mediation of the claim prior to the institution of litigation.
- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
 - (1) Why mediation is being requested.
 - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the

parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible.

Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. **Payment of Benefits**

Personal Injury Protection benefits payable under this policy, whether the full or partial amount, may be overdue if not paid within 30 days after **we** are furnished with written notice of the covered loss and the amount of the covered loss in accordance with the Florida Motor Vehicle No-fault Law.

However, if **we** have a reasonable belief that a fraudulent insurance act has been committed relating to Personal Injury Protection coverage under this policy, **we** will notify the **insured** in writing, within 30 days after the submission of the claim, that the claim is being investigated for suspected fraud. No later than 90 days after the submission of the claim, **we** will either deny or pay the claim, in accordance with the Florida Motor Vehicle No-fault Law.

If **we** pay only a portion of a claim or reject a claim because of an alleged error in the claim, **we**, at the time of the partial payment or rejection, will provide an itemized specification or explanation of benefits because of the specified error. Upon receiving the specification or explanation, the person making the claim, at the person's option and without waiving any other legal remedy for payment, has 15 days to submit a revised claim, which will be considered a timely submission of written notice of a claim.

3. **Modification of Policy Coverages**

Any Auto Medical Payments Coverage and any Uninsured Motorist Coverage afforded by the policy shall be excess over any Personal Injury Protection benefits paid or payable.

Regardless of whether the full amount of Personal Injury Protection benefits has been exhausted, any Medical Payments Coverage afforded by the policy shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable because of the limitation of 80% of medical expense benefits but shall not be payable for the amount of the deductible selected.

4. **Medical Reports and Examinations; Payment of Claim Withheld**

As soon as practicable, the person making the claim shall submit to mental and physical examinations at **our** expense when and as often as **we** may reasonably require and a copy of the medical report shall be forwarded to such person if requested.

At **our** request, the person making the claim or someone acting on behalf of such person must authorize **us** to obtain medical and other records which pertain to the **bodily injury**.

If the person unreasonably refuses to submit to, or fails to appear at, an examination, **we** will not be liable for subsequent Personal Injury Protection benefits. Such person's refusal to submit to, or failure to appear at, two examinations, raises a rebuttable presumption that such person's refusal or failure was unreasonable.

Whenever a person making a claim as a result of an injury sustained while committing a felony is charged with committing that felony, **we** shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

5. **Provisional Premium**

In the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-fault Law providing for the exemption of persons from tort liability, the premium shown in the Declarations for any Liability, Medical Payments and Uninsured Motorist insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the **named insured** pursuant to the Florida Motor Vehicle No-fault Law with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium shown in the Declarations, the **named insured** shall pay to **us** the excess as well as the amount of any return premium previously credited or refunded.

6. **Special Provisions For Rented Or Leased Vehicles**

Notwithstanding any provision of this coverage to the contrary, if a person is injured while **occupying**, or through being struck by, a **motor vehicle** rented or leased under a rental or lease agreement which does not specify otherwise in language required by FLA. STAT. SECTION 627.7263(2) in at least 10-point type on the face of the agreement, the Personal Injury Protection benefits available under the Florida Motor Vehicle No-fault Law and afforded under the lessor's policy shall be primary.

7. **Insured's Right To Personal Injury Protection Information**

- a. In a dispute between **us** and an **insured**, or between **us** and an assignee of the **insured's** Personal Injury Protection benefits, **we** will, upon request, notify such **insured** or assignee that the limits for Personal Injury Protection have been reached. **We** will provide such information within 15 days after the limits for Personal Injury Protection have been reached.
- b. If legal action is commenced, **we** will, upon request, provide an **insured** with a copy of a log of Personal Injury Protection benefits paid by **us** on behalf of the **insured**. **We** will provide such information within 30 days of receipt of the request for the log from the **insured**.

G. **ADDITIONAL DEFINITIONS**

SECTION VI - DEFINITIONS is amended. As used in this endorsement only:

1. **Emergency medical condition** means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
 - a. Serious jeopardy to **insured's** health;
 - b. Serious impairment to bodily functions; or
 - c. Serious dysfunction of any bodily organ part.
2. **Entity wholly owned** means a proprietorship, group practice, partnership, or corporation that provides health care services rendered by licensed health care practitioners and in which licensed health care practitioners are the business owners of all aspects of the business entity, including, but not limited to, being reflected

as the business owners on the title or lease of the physical facility, filing taxes as the business owners, being account holders on the entity's bank account, being listed as the principals on all incorporation documents required by this state, and having ultimate authority over all personnel and compensation decisions relating to the entity. However, this definition does not apply to an entity that is wholly owned, directly or indirectly, by a hospital licensed under chapter 395, Florida Statutes.

3. **Medically necessary** refers to a medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease or symptom in a manner that is:
 - a. In accordance with generally accepted standards of medical practice;
 - b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
 - c. Not primarily for the convenience of the patient, physician or other health care provider.
4. **Motor vehicle** means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semi-trailer designed for use with such vehicle. However, **motor vehicle** does not include:
 - a. A mobile home;
 - b. Any **motor vehicle** which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority or a political subdivision of the state.
5. **Named insured** means the person or organization named in the Declarations of the policy and, if an individual, shall include the spouse if a resident of the same household.
6. **Occupying** means in or upon or entering into or alighting from.
7. **Owner** means a person or organization who holds the legal title to a **motor vehicle** and also includes:
 - a. A debtor having the right to possession, in the event a **motor vehicle** is the subject of a security agreement;
 - b. A lessee having the right to possession, in the event a **motor vehicle** is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
 - c. A lessee having the right to possession, in the event a **motor vehicle** is the subject of

a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

- 8. Pedestrian** means a person while not an occupant of any self-propelled vehicle.

- 9. Service year** means the period from March 1 through the end of February of the following year.

All other policy terms and conditional apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO PLUS COVERAGE PACKAGE - STANDARD

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

1. **Supplementary Payments**

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 2. Coverage Extensions is amended.

Paragraphs (3) and (7) of **a. Supplementary Payments** are deleted and replaced by the following:

- (3) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we** cover. **We** will not apply for or furnish such bonds.
- (7) All reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings up to \$500 per day.

2. **Waiver of Collision Deductible for Collision with Another Auto-Owners Insured**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

Under paragraph 1., **b. Collision Coverage** is deleted and replaced by the following.

We will pay for **loss** to a covered **auto** or its **equipment or custom furnishings** under:

b. Collision Coverage

Caused by:

- (1) The covered **auto's** collision with another object; or
- (2) The covered **auto's** overturn.

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply when a covered **auto** is in a collision with another **auto**:

- (a) **We** insure and which **you** do not own, rent or have in **your** care, custody or control; or
- (b) Whose owner or operator has been identified; and
 - 1) Is legally responsible for the entire amount of the damage; and
 - 2) Is covered by a **property damage** liability policy or bond

but only if the damage exceeds the deductible amount.

3. **Deductible**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

- a. Paragraph **1.a. Comprehensive Coverage** is amended. The following provision is added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply. If the deductibles differ, **we** shall only apply the highest deductible.
- b. Paragraph **1.b. Collision Coverage** is amended. The following provisions are added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply. If the deductibles differ, **we** shall only apply the highest deductible. When provision **2. Waiver of Collision Deductible For Collision With Another Auto-Owners Insured** of this endorsement also applies to the same **loss**, the deductible shall be further reduced to no deductible.

For purposes of this provision only, an **auto** and attached **trailer** shall be considered two covered **autos**.

4. **Non-Owned Trailer Physical Damage**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

Under **3. Coverage Extensions**, paragraph **a. Trailers** is deleted and replaced by the following.

a. Trailers

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** extend to certain **trailers you** do not own. The **trailer** must:

- (1) Be designed for use with the covered **auto**;
- (2) Be used with the covered **auto**; and
- (3) Be other than a **trailer** of the home, office, store, display, or passenger type.

Our limit of insurance shall not exceed \$1,000 in any one **loss**. No deductible applies to this coverage extension.

5. Personal Property

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

Under 3. Coverage Extensions, paragraph c. Personal Property is deleted and replaced by the following.

c. Personal Property

The Comprehensive Coverage and the Collision Coverage provided to a covered **auto** will extend to **loss** to personal property contained in or on such **auto** as follows:

(1) Comprehensive Coverage because of:

- (a) Fire;
- (b) Lightning; or
- (c) Theft or attempted theft if there are visible signs of someone breaking into such **auto** or the entire **auto** is stolen; or

(2) Collision Coverage.

The personal property must be owned by **you**, a **family member** or **your employee**.

This coverage extension does not apply to:

- (a) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.
- (b) Tapes, discs, or other similar media designed for use with equipment described in (a) immediately above.
- (c) Any accessories used with the media or equipment described in (a) or (b) immediately above.
- (d) Money or jewelry.
- (e) Any device designed or used to:
 - 1) Detect speed-measuring equipment such as radar or laser detectors; or
 - 2) Elude or disrupt speed-measuring equipment such as a jamming apparatus.
- (f) Property specifically insured.
- (g) Any property covered under any other coverage extension within this endorsement.

Our limit of insurance under this coverage extension is \$600 in any one **loss**. No deductible applies to this coverage extension.

6. Audio, Visual or Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

The following coverage extension is added.

- a. **We** will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to:

- (1) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals that is permanently installed in a covered **auto** and was not standard or optional equipment for the manufacturer of such covered **auto** for that make, model and model year.

- (2) Tapes, discs or other similar media designed for use with electronic equipment described in a.(1) above.

- (3) Any accessories used with the media or equipment described in a.(1) or a.(2) above.

- b. **Our** limit under a.(1) above will not exceed \$2,500 in any one **loss** and supercedes any other limit for such coverage provided elsewhere within this policy. **Our** limit under a.(2) and a.(3) above combined will not exceed \$200 in any one **loss**. No deductible applies to this coverage extension.

- c. This coverage extension does not apply to any property covered under any other coverage extension within this endorsement.

- d. **B. EXCLUSIONS** is amended. Exclusion 1. is deleted only as it applies to the coverage provided by this extension.

7. Business Personal Property

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

The following coverage extension is added.

We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to business personal property contained in or on such **auto**. This coverage extension is subject to the following:

- a. The business personal property must be owned by **you**, a **family member** or **your employee**.

- b. Comprehensive Coverage is extended only for **loss** because of:

- (1) Fire;
- (2) Lightning; or
- (3) Theft or attempted theft.

Unless the entire **auto** is stolen, there must be visible signs of someone breaking into the **auto** for b.(3) above to apply.

- c. This coverage extension does not apply to:

- (1) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.

- (2) Tapes, discs, or other similar media designed for use with equipment described in (1) immediately above.

- (3) Any accessories used with the media or equipment described in (1) or (2) immediately above.

- (4) Money or jewelry.

- (5) Any device designed or used to:

- (a) Detect speed-measuring equipment such as radar or laser detectors; or
- (b) Elude or disrupt speed-measuring equipment such as a jamming apparatus.

(6) Property specifically insured.

(7) Any property covered under any other coverage extension within this endorsement.

- d. **Our** limit of insurance for any one **loss** under this coverage extension shall not exceed \$500. A \$50 deductible applies to this coverage extension. **We** will reduce **our** payment by such deductible amount.

8. **Hired Autos Physical Damage**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

The following coverage extension is added.

- a. If Hired Autos Liability coverage is provided to **you** by this policy, or any other policy or coverage form provided by **us** or a company affiliated with **us**, then **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 1. a. Comprehensive Coverage** and **b. Collision Coverage** extend to an **auto** (that is not a **trailer**) **you** lease, hire, rent or borrow.
- b. The most **we** will pay for **loss** to any one covered **auto** is the lesser of:
- (1) The actual cash value of stolen or damaged property at the time of **loss**;
 - (2) The cost, at local prices, to repair or replace damaged or stolen property with other property of like kind and quality; or
 - (3) \$50,000.

A \$100 Comprehensive Coverage deductible and a \$250 Collision Coverage deductible apply separately to each **auto** covered by this coverage extension.

9. **Transportation Costs**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

The following coverage extension is added.

We will reimburse **you** for expenses **you** incur for transporting **you** from where a covered **auto** was disabled, to **your** home, place of business or intended destination. **Our** maximum payment shall not exceed \$100. No deductible applies to this coverage extension.

10. **Transportation Expenses Following Theft**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE 3. Coverage Extensions is amended. **b. Transportation Expenses Following Theft** is deleted and replaced by:

- b. **Transportation Expenses Following Theft**
If Comprehensive Coverage is shown for an **auto** scheduled in the Declarations, **we** will pay

up to \$50 per day but not more than \$1,500 in any one **loss** for transportation expenses incurred if such **auto** is stolen. **We** will pay such expenses incurred beginning 48 hours after **you** report the theft to **us** and to the police and ending when such **auto** is returned to use or **we** pay for its **loss**. No deductible applies to this coverage extension. This coverage extension is excess of any other insurance.

11. **Motor Cargo**

SECTION III - PHYSICAL DAMAGE COVERAGE A. COVERAGE is amended.

The following coverage extension is added.

- a. **We** will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to:
- (1) **Your** property owned, sold or serviced by **you** and in the course of delivery;
 - (2) Property of others for which **you** are legally liable as a truckman under a:
 - (a) Tariff;
 - (b) Bill of lading; or
 - (c) Shipping receipt.
- b. This coverage extension is subject to the following:
- (1) This coverage extension does not apply to:
 - (a) Accounts, bills, currency, deeds, evidences of debt, notes, money, securities, jewelry, or other similar valuables.
 - (b) Damage to live animals, except for death or death made immediately necessary because of injury caused by:
 - 1) Fire;
 - 2) Lightning;
 - 3) Flood;
 - 4) Explosion;
 - 5) Collision;
 - 6) Derailment;
 - 7) Overturn; or
 - 8) Stranding, burning or sinking of a ferry or lighter.
 - (c) Painting, statuary or other works of art, or articles that are antique or curious in nature unless such **loss** is an absolute total **loss** caused by a peril **we** insure against.
 - (d) **Loss** by pilferage.
 - (e) Insects, rodents, vermin, birds, animals or inherent vice.
 - (f) Loss from profit, loss of use or loss of market.
 - (g) Leakage, evaporation, shrinkage, breakage, heat or cold, or by being scented, molded, rusted, rotted, soured

or changed in flavor or by bending, denting, chipping, marring or scratching unless caused by any of the following:

- 1) Fire;
- 2) Lightning;
- 3) Wind;
- 4) Flood;
- 5) Explosion;
- 6) Collision;
- 7) Derailment;
- 8) Overturn; or
- 9) Stranding, burning or sinking of a ferry or lighter.

(h) Riots and civil commotion.

(i) Strikers, lock-out workers, or persons taking part in labor disturbances.

(j) Any property covered under any other coverage extension within this endorsement.

(2) All shipments shall be valued at the actual invoice cost, including:

(a) Prepaid freight; and

(b) Cost and charges which have accrued and become legally due on such shipments.

(3) If there is no invoice, the valuation of the property coverage shall be the cash market value of the article(s) covered on the date and at the place of shipment.

(4) With respect to **loss** to any part of covered property made up of several parts, when complete for sale or use, **we** shall only pay for the part lost or damaged. With respect to damage to labels, capsules or wrappers, **we** shall only pay the cost of:

(a) New labels, capsules or wrappers; and

(b) Reconditioning the goods.

(5) With respect to **loss** by breakage of eggs, **we** will pay only when such **loss** exceeds 50% of the value of each shipping package, but **we** will pay no more than \$250 for any one **loss**.

(6) **Our** limit of insurance for all **loss** under this coverage extension shall not exceed \$1,000. No deductible applies to this coverage extension.

(7) This coverage extension shall apply as excess insurance over any other specific insurance.

12. Air Bag Replacement (Other Than a Private Passenger Auto)

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended.

The following coverage extension is added.

- a. **We** will extend the Comprehensive Coverage that applies to a covered **auto**, other than a

private passenger auto, for the replacement of the air bag when it inflates without such **auto** having been involved in a Comprehensive or Collision **loss**.

- b. A \$50 deductible applies to this coverage extension. **We** will reduce **our** payment by such deductible amount.

13. Common Loss Deductible - Motor Cargo

SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE is amended. The following provision is added.

- a. If **you** have coverage with **us** or a company affiliated with **us** under any of the following Motor Cargo Coverage Forms:

(1) Motor Cargo Special Form;

(2) Motor Cargo Named Perils Form;

(3) Truckmen's Gross Receipts Motor Cargo Named Perils Form;

(4) Truckmen's Legal Liability Motor Cargo Special Form;

(5) Annual Transportation Form - Named Perils;

(6) Annual Transportation Form - Special Form; or

(7) Trip Transit Form

and there is a covered **loss** under that Motor Cargo Coverage Form and this policy then, at **your** option, the **auto** deductible applicable to the **loss** will be reduced by the amount of the applicable deductible under the Motor Cargo Coverage Form. In the event that more than one **auto** deductible provision applies to the same covered **loss**, with **your** permission, **we** will use the deductible that benefits **you** the most.

- b. However:

(1) The covered **losses** must result from a single occurrence and **you** must file a claim on each of the covered **losses**.

(2) The amount of **loss** under each policy must exceed the applicable deductible and result in a paid **loss**.

(3) In no event will the amount of such reduction exceed the amount of the applicable **auto** deductible.

14. Replacement Cost on New Vehicles

SECTION III - PHYSICAL DAMAGE COVERAGE,

C. LIMIT OF INSURANCE is amended.

Paragraph 2. is deleted and replaced by the following.

2. **We** will, at **our** option, replace an **auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:
- a. Such **auto** is not a motorcycle;
 - b. **You** purchased it new;
 - c. **We** determine the **loss** cannot be repaired; and

- d. The **loss** occurs within 90 days of the purchase date.

As it applies to this coverage only, a motorcycle means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than three wheels in contact with the ground, which is equipped with a motor that exceeds fifty cubic centimeters piston displacement. The wheels on any attachment to the vehicle shall not be considered as wheels in contact with the ground.

15. Rental Auto Gap

SECTION III - PHYSICAL DAMAGE COVERAGE,

C. LIMIT OF INSURANCE is amended.

The following provision is added.

- a. If the first Named **Insured** is:
- (1) An individual; or
 - (2) Other than an individual with the Broadened Coverage for Named Individuals - Drive Other Cars endorsement attached to a **private passenger auto** with Comprehensive and Collision Coverages; and

- b. If the **auto** is:

- (1) A rented **private passenger auto**;
- (2) Not a total **loss**; and
- (3) Sold in its damaged condition rather than repaired, as decided by the rental company from which **you** rented the **auto**, **we** will pay the amount for which:
 - (a) **You**, if an individual; or
 - (b) The individual listed on the Broadened Coverage for Named Individuals - Drive Other Cars endorsement, if **you** is other than an individualare liable under the terms of the rental agreement; or

- c. If the **auto** is:

- (1) A rented **private passenger auto**;
 - (2) Not a total **loss**; and
 - (3) Repaired
- we** will pay for damages to the rented **private passenger auto** because of or resulting from the **diminished value**.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - POLICY CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS is amended. The following conditions are added.

1. Cancellation

- a.** The first Named Insured shown in the Declarations may cancel this policy at any time by returning it to **us** or by notifying **us** of the date on which cancellation is to take effect. However, during the first 60 days this policy is in effect the first Named Insured may cancel only for one or more of the following reasons:

- (1)** The covered **auto** has been totally destroyed;
- (2)** Ownership of the covered **auto** has been transferred to another person or corporation; or
- (3)** The first Named Insured has purchased another policy to replace this policy.

- b. (1)** If a Named Insured is:

- (a)** A natural person; or
- (b)** One or more related persons residing in the same household

we may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the first Named Insured at the address shown in the Declarations.

- (2)** This notice shall be mailed or delivered at least:
 - (a)** 10 days prior to the effective date when the reason for cancellation is nonpayment of premium; or
 - (b)** 45 days prior to the effective date when cancellation is for any other reason.

We will not cancel for nonpayment of premium during the first 30 days this policy is in effect, unless a check for payment of premium issued to **us** is dishonored for any reason or any other type of premium payment is determined to be rejected or invalid.

- (3)** If this policy has been in effect 60 days or more, **we** may cancel this policy only for one or more of the following reasons:

- (a)** Nonpayment of premium;
- (b)** Material misrepresentation or fraud; or
- (c)** The suspension or revocation of **your** driver's license or motor vehicle registration or the driver's license of any other operator who either resides in **your** household or customarily operates an **auto** insured by this policy. Such suspension or revocation must have occurred during the policy period or within 180 days immediately preceding the effective date of the policy period.

- (4)** If **we** determine that **you** have been charged a premium that is incorrect for the coverage **you** applied for on the insurance application, **we** shall immediately provide **you** with notice of the amount of additional premium due. If within 10 days of the date of notice, or a longer period if specified in such notice, **you** do not either:

- (a)** Pay the additional premium due and maintain the policy in full force under its original terms; or
- (b)** Cancel this policy and demand a pro rata refund of any unearned premium then this policy shall be canceled 14 days from the date of notice or a longer period if specified in such notice.

- c.** If **b.** above does not apply, **we** may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the first Named Insured at the address shown in the Declarations. This notice shall be mailed or delivered at least:

- (1) 10 days prior to the effective date when the reason for cancellation is nonpayment of premium; or
- (2) 45 days prior to the effective date when cancellation is for other than nonpayment of premium.

We will not cancel for nonpayment of premium during the first 30 days this policy is in effect, unless a check for payment of premium issued to **us** is dishonored for any reason or any other type of premium payment is determined to be rejected or invalid.

- d. If the first Named Insured cancels this policy, **we** shall mail any unearned premium to the first Named Insured within 30 days after the effective date of the cancellation.
- e. If **we** cancel this policy, **we** shall mail any unearned premium to the first Named Insured within 15 days after the effective date of the cancellation.

- f. If this is an audit policy, then, subject to **you** providing **us** or **our** agent the necessary data for audit, **we** will refund any unearned premium within 90 days from the date of cancellation. If **our** audit is not completed within this time limitation, then **we** will accept **your** audit, and any unearned premium refund due will be mailed within 10 working days of receipt of **your** audit.

2. Nonrenewal

If **we** decide not to renew this policy, **we** will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured at the address shown in the Declarations. This notice shall be mailed or delivered at least 45 days prior to the expiration of this policy.

All other policy terms and conditions apply.

58800 (11-20)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

For a covered **auto** licensed or principally garaged in Florida, this endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 2. Coverage Extensions,

a. Supplementary Payments is amended.

Paragraph (6) is deleted and replaced by the following.

(6) All costs **we** incur in the settlement of any claim or defense of any **suit we** defend. However, such costs shall not include attorneys' fees or attorneys' expenses taxed against the **insured** unless the attorneys' fees or attorneys' expenses were taxed against the **insured** as a result of **our** rejection of an offer of judgment at or below the applicable limit of insurance while providing a defense for that **insured**.

B. SECTION III - PHYSICAL DAMAGE COVERAGE,

A. COVERAGE, Paragraph 1. is amended.

Paragraph **a.(5)** is deleted and replaced by the following.

(5) Replacement of any safety or laminated glass. However, in no event, shall a deductible apply to **loss** to glass used in the windshield.

C. SECTION V - CONDITIONS is amended.

1. **A. LOSS CONDITIONS, 3. Appraisal for Physical Damage Loss** is deleted and replaced by the following.

3. Appraisal for Physical Damage Loss

If **you** and **we** disagree on the amount of **loss**, either may demand an appraisal of the **loss**. Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for

appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If **we** submit to an appraisal, **we** will still retain **our** right to deny the claim.

2. **B. GENERAL CONDITIONS** is amended.

1. The following provision is added to **2. Other Insurance**.

a. When this policy and any other Coverage Form or policy providing liability coverage applies to an **auto** and:

- (1) One provides coverage to a lessor of **autos** for rent or lease; and
- (2) The other provides coverage to a person not described in Paragraph **B.1.a.(1)**

then the Coverage Form or policy issued to the lessor described in Paragraph **B.1.a.(1)** is excess over any insurance available to a person described in **B.1.a.(2)** if the face of the lease or rental agreement contains, in at least 10 point type, the following language:

The valid and collectible liability insurance and personal injury

protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

- b. When this policy and any other Coverage Form or policy providing liability coverage applies to an **auto** being used as a temporary substitute for a service customer's auto that is being held by a motor vehicle dealer, or a motor vehicle dealer's leasing or rental affiliate for repair, service or adjustment; and

- (1) One provides coverage to the service customer; and
- (2) The other provides coverage to a motor vehicle dealer or a motor vehicle dealer's leasing or rental affiliate

then the Coverage Form or policy issued to the service customer described in Paragraph **B.1.b.(1)** is primary over any insurance available to an entity described in Paragraph **B.1.b.(2)** if:

- (a) The vehicle is provided without charge or at a reasonable daily charge; and
- (b) There is no negligence or criminal wrongdoing on the part of the vehicle dealer, or its leasing or rental affiliate; and
- (c) The vehicle dealer or its leasing or rental affiliate executes a written rental or use agreement and obtains from the person receiving the temporary replacement a copy of the person's driver license and insurance information reflecting at least the minimum motor vehicle insurance coverage provided in the state.

2. The following conditions are added.

(1) Mediation

- a. In any claim filed by an **insured** with **us** for:

- (1) **Bodily injury** in an amount of \$10,000 or less, arising out of the ownership, operation, use or maintenance of a covered **auto**;
- (2) **Property damage** in any amount, arising out of the ownership,

operation, maintenance or use of a covered **auto**; or

- (3) **Loss** to a covered **auto** or its **equipment or custom furnishings**, in any amount

either party may make a written demand for mediation of the claim prior to the institution of litigation.

- b. A written request for mediation must be filed with the Florida Department of Financial Services on an approved form, which may be obtained from the Florida Department of Financial Services.
- c. The request must state:
 - (1) Why mediation is being requested.
 - (2) The issues in dispute, which are to be mediated.
- d. The Florida Department of Financial Services will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
- e. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a **suit** is filed relating to the same facts already mediated.
- f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.
- g. Disclosures and information divulged in the mediation process shall not be admissible in any subsequent action or proceeding relating to the claim or cause of action giving rise to the claim.

(2) INSUFFICIENT FUNDS FEE

We may impose an insufficient funds fee of up to \$15 per occurrence, if, because of insufficient funds, **your** payment of premium by debit card, credit card, electronic funds

transfer or electronic check is returned,
declined or cannot be processed. However,
we may not charge **you** an insufficient funds
fee if the failure in payment resulted from
fraud or misuse on **your** account from which

the payment was made and such fraud or
misuse was not attributed to **you**.

All other policy terms and conditions apply.

58555 (1-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - OUR RIGHT TO RECOVER PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V – CONDITIONS, A. LOSS CONDITIONS, 5. Our Right to Recover Payments is amended. With respect to **SECTION III - PHYSICAL DAMAGE COVER-AGE** only, the following condition is added. If the claim paid is less than the agreed **loss** because of any deductible or other limiting terms, the recovery is

prorated between **you** and **us** based on the interest of each in the **loss**. This condition only applies if **we** pay for a **loss** and then payment is made by those responsible for the **loss**.

All other policy terms and conditions apply.

58555 (1-16)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

58550 (1-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF INJURY TO FAMILY MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. EXCLUSIONS is amended. The following exclusion is added.

Exclusion of Injury to Family Members
Bodily injury to **you**, if an individual, and to **your family members**.

All other policy terms and conditions apply.

58550 (1-17)

Includes copyrighted material of Insurance Services Office Inc., with its permission.

Page 1 of 1

58524 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION VI - DEFINITIONS is amended.

1. **B.** is deleted and replaced by the following definition.

B. Auto means:

1. A land motor vehicle;
2. A **trailer**; or
3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**. As it applies to this endorsement only,

mobile equipment does not include a snowmobile.

2. **U.** is deleted and replaced by the following definition.

U. Trailer means a vehicle which is designed to be connected to and towed by a power unit. **Trailer** does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.

All other policy terms and conditions apply.

58524 (1-15)

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- (1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury or property damage**.

All other policy terms and conditions apply.

58540 (12-19)

Includes copyrighted material of Insurance Services Office Inc., with its permission.

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - SECTION IV - INDIVIDUAL NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

SECTION IV - INDIVIDUAL NAMED INSURED is deleted and replaced by the following:

SECTION IV - INDIVIDUAL NAMED INSURED

If a Named Insured shown in the Declarations is an individual and any **auto** scheduled in the Declarations is a **private passenger auto**, the following extensions of coverage apply:

- A.** The Covered Autos Liability Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**) **you** don't own except:
1. Any such **auto** owned by a **family member**.
 2. Any such **auto** furnished or available for regular use to **you** or a **family member**. However, **we** will afford **you** Covered Autos Liability Coverage for **your** use of an **auto** (that is not a **trailer**) owned by or furnished for the regular use of a **family member**.
 3. Any such **auto** used in a business of selling, servicing, repairing or parking **autos**.
 4. Any such **auto** used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in any other business or occupation, unless the **auto** is a **private passenger auto**.
 5. Any such **auto** used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) if scheduled in the Declarations.

We also extend this coverage to anyone legally responsible for the use of the **auto** (that is not a **trailer**) by the persons described in **1.** and **2.** immediately above.

- B.** The Physical Damage Coverage provided for any scheduled **auto** (that is not a **trailer**) also applies to an **auto** (that is not a **trailer**) **you** don't own except:
1. Any such **auto** owned by a **family member**.
 2. Any such **auto** furnished or available for regular use to **you** or a **family member**.
 3. Any such **auto** used in a business of selling, servicing, repairing or parking **autos**.
 4. Any such **auto** used by **you**, a **family member** or the chauffeur or **domestic employee** of either while working in any other business or occupation, unless the **auto** is a **private passenger auto**.
 5. Any such **auto** used by **you** or a **family member** without a reasonable belief of permission to do so.

We only extend this coverage to and while used by:

1. **You**, if an individual; and
2. **Family members**:
 - a. Who do not own an **auto** (that is not a **trailer**); or
 - b. Who own an **auto** (that is not a **trailer**) scheduled in the Declarations.

These extensions do not apply when there is other insurance covering **your** interest or the interest of the owner. However, they do apply if **you** are legally liable.

All other policy terms and conditions apply.

58558 (3-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SHARING PROGRAM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. EXCLUSIONS is amended.

The following exclusion is added:

Auto Sharing Program

Bodily injury, property damage or covered pollution cost or expense for the ownership, maintenance or use of a covered **auto** while:

1. Enrolled in an electronic or written **auto** sharing program agreement; and
2. Being used in connection with such **auto** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.

However, this exclusion applies only to the extent that the limits of liability for this coverage exceed the minimum limits of liability required by the financial responsibility law of the state in which **you** reside.

B. SECTION III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended. The following exclusion is added:

Auto Sharing Program

Loss to a covered **auto** which occurs while:

1. Enrolled in an electronic or written **auto** sharing program agreement; and
2. Being used in connection with such **auto** sharing program.

If **you** are an individual, this exclusion does not apply to **you** or any **family member** while using such **auto**.

C. SECTION IV - INDIVIDUAL NAMED INSURED is amended. The following provision is added to Paragraph **B**.

This extension does not apply to **loss** to, or loss of use, of an **auto** in connection with an **auto** sharing program if the provisions of such **auto** sharing program preclude the recovery of such **loss** or loss of use, from **you** or such **family member**, or if otherwise precluded by any state law.

All other policy terms and conditions apply.

58903 (10-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION III – PHYSICAL DAMAGE COVERAGE is amended. The following condition is added.

Loss Payable Clause

1. **Loss** under the policy shall be paid to the:
 - a. Named Insured; and
 - b. The loss payee (lienholder) shown in the Declarations as their interest may appear at the time of the **loss**.
2. **We** shall notify the loss payee ten (10) days prior to the effective date of cancellation of this policy.
3. If the **insured** fails to render proof of **loss** within the time required in the policy, the loss payee shall render proof of **loss**:
 - a. Within 60 days after our request; and
 - b. In a form and manner required in the policy.
4. At **our** option, **we** may pay the loss payee:
 - a. The amount of **loss**; or
 - b. The whole principal due with interest accrued at the time of settlement. If **we** make such payment, the loss payee shall assign and transfer the lien to **us**.
5. After **we** make payment to the loss payee under this agreement, **we** will have the right to recover, to the extent of **our** payment, from anyone held responsible. The transfer of such right to recover shall not impair the loss payee's right to recover the full amount of its claim.

All other policy terms and conditions apply.

EXHIBIT 8: BID SCHEDULE/ SCHEDULE OF VALUES



Alachua County, Florida
Procurement
Theodore "TJ" White, Jr. CPPB, Procurement Manager
County Administration Building, Gainesville, FL 32601

PROPOSAL DOCUMENT REPORT

ITB No. ITB 23-994-TW
Intersection Improvements at CR 235 and Newberry Lane - Project #9197909 - LAP - Rebid
RESPONSE DEADLINE: March 8, 2023 at 2:00 pm
Report Generated: Wednesday, May 17, 2023

CTE Proposal

CONTACT INFORMATION

Company:
CTE
Email:
chris@ctelectricutility.com
Contact:
Chris Torrence
Address:
954 NW 244th Drive
Newberry, FL 32669
Phone:
N/A
Website:
N/A
Submission Date:
Mar 1, 2023 11:50 AM

PROPOSAL DOCUMENT REPORT

ITB No. ITB 23-994-TW

Intersection Improvements at CR 235 and Newberry Lane - Project #9197909 - LAP - Rebid

PRICE TABLES

BID FORM / SCHEDULE OF VALUES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
0101 1	MOBILIZATION	1	LS	\$8,400.00	\$8,400.00
0102 1	MAINTENANCE OF TRAFFIC	1	LS	\$1,900.00	\$1,900.00
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	756	LF	\$26.45	\$19,996.20
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	260	LF	\$35.00	\$9,100.00
0632 7 1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1	PI	\$9,126.00	\$9,126.00
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	10	EA	\$1,285.00	\$12,850.00
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1	AS	\$4,260.00	\$4,260.00
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	190	LF	\$14.75	\$2,802.50
0646 2120	ALUMINUM POLE- INDEX 695-001, FURNISH & INSTALL, 20'	4	EA	\$10,630.00	\$42,520.00
0650 1 11	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 1 SECTION, 1 WAY	4	AS	\$980.00	\$3,920.00
0660 3 11	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL CABINET EQUIPMENT	1	EA	\$7,045.00	\$7,045.00
0660 3 12	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	4	EA	\$9,509.00	\$38,036.00
0670 5110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	1	AS	\$36,890.00	\$36,890.00

PROPOSAL DOCUMENT REPORT

Invitation To Bid - Intersection Improvements at CR 235 and Newberry Lane - Project #9197909 - LAP - Rebid

Page 2

PROPOSAL DOCUMENT REPORT
ITB No. ITB 23-994-TW
Intersection Improvements at CR 235 and Newberry Lane - Project #9197909 - LAP - Rebid

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
0700.1.12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	2	AS	\$1,920.00	\$3,840.00
0700.1.13	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	2	AS	\$2,476.00	\$4,952.00
0700.1.50	SINGLE POST SIGN, RELOCATE	1	AS	\$300.00	\$300.00
TOTAL					\$205,937.70

EXHIBIT 9: FHWA-1273

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels;

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects]; the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117; and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 29 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default, 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency. 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT 10: WAGE RATE DECISION NUMBER FL20230157

3/6/23, 10:16 AM

SAM.gov

"General Decision Number: FL20230157 01/06/2023

Superseded General Decision Number: FL20220157

State: Florida

Construction Type: Highway

County: Alachua County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

SUFL2013-018 08/19/2013

<https://sam.gov/wage-determination/FL20230157/0>

1/6

3/6/23, 10:16 AM

SAM.gov

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 13.81 **	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 13.96 **	0.00
ELECTRICIAN.....	\$ 22.11	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)....	\$ 12.68 **	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.82 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00
LABORER (Traffic Control Specialist).....	\$ 10.73 **	0.00
LABORER: Asphalt, Includes Raker, Shovel, Spreader and Distributor.....	\$ 13.11 **	0.00
LABORER: Common or General.....	\$ 8.94 **	0.00
LABORER: Grade Checker.....	\$ 13.52 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81 **	0.00
LABORER: Pipelayer.....	\$ 14.34 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.63 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.70 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.38 **	0.00
OPERATOR: Bulldozer.....	\$ 15.74 **	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Crane.....	\$ 20.38	0.00
OPERATOR: Curb Machine.....	\$ 19.33	0.00
OPERATOR: Drill.....	\$ 14.71 **	0.00
OPERATOR: Forklift.....	\$ 11.68 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.89	0.00
OPERATOR: Loader.....	\$ 13.03 **	0.00
OPERATOR: Mechanic.....	\$ 16.68	0.00

<https://sam.gov/wage-determination/FL20230157/0>

2/6

3/6/23, 10:16 AM

SAM.gov

OPERATOR: Milling Machine.....\$ 14.76 **	0.00
OPERATOR: Oiler.....\$ 14.92 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 14.35 **	0.00
OPERATOR: Piledriver.....\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....\$ 20.22	0.00
OPERATOR: Roller.....\$ 11.80 **	0.00
OPERATOR: Scraper.....\$ 12.01 **	0.00
OPERATOR: Screed.....\$ 13.76 **	0.00
OPERATOR: Trencher.....\$ 19.99	0.00
PAINTER: Spray.....\$ 19.57	0.00
TRAFFIC CONTROL: Flagger.....\$ 12.02 **	0.00
TRUCK DRIVER: Dump Truck.....\$ 11.55 **	0.00
TRUCK DRIVER: Flatbed Truck.....\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 15.64 **	0.00
TRUCK DRIVER: Slurry Truck.....\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....\$ 12.42 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

<https://sam.gov/wage-determination/FL20230157/0>

3/6

3/6/23, 10:16 AM

SAM.gov

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

<https://sam.gov/wage-determination/FL20230157/0>

4/6

3/6/23, 10:16 AM

SAM.gov

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

<https://sam.gov/wage-determination/FL20230157/0>

5/6

3/6/23, 10:16 AM

SAM.gov

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

<https://sam.gov/wage-determination/FL20230157/0>

6/6

EXHIBIT 11: TITLE VI ASSURANCE – DOT 1050.2A, APPENDICES A and E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

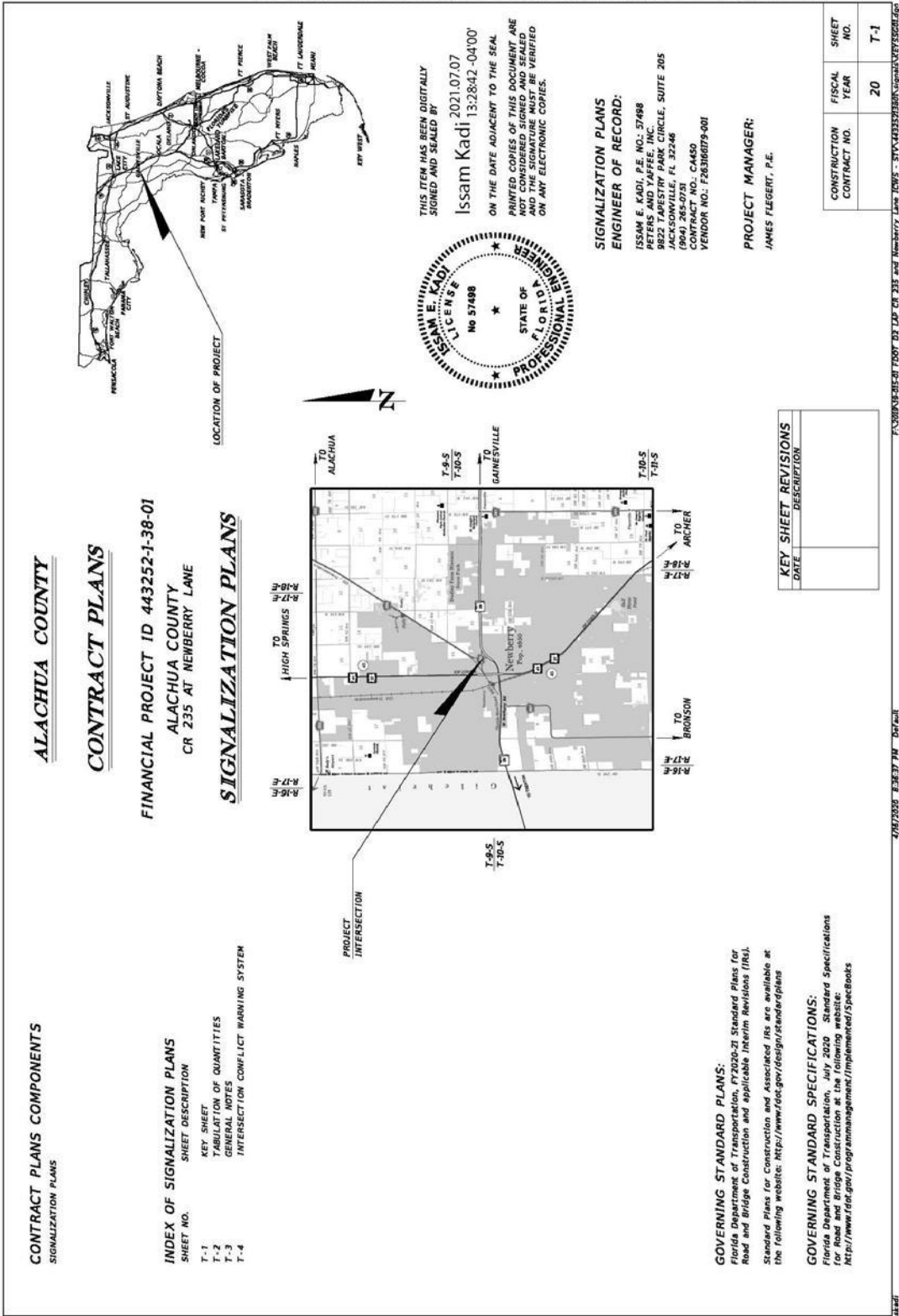
1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

EXHIBIT 12: CONSTRUCTION PLANS



TABULATION OF QUANTITIES																			
PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												TOTAL THIS SHEET		GRAND TOTAL		
			T-4		PLAN		FINAL		PLAN		FINAL		PLAN		FINAL		PLAN	FINAL	
101-1	MOBILIZATION-LS AND OTHER SPECIAL USE ITEMS	LS	1													1		1	
102-1	MAINTENANCE OF TRAFFIC	LS	1													1		1	
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	756													756		756	
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	260													260		260	
632-1-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1													1		1	
635-2-11	PULL & SPlice BOX, F&I, 13" x 24" COVER SIZE	EA	10													10		10	
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1													1		1	
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	190													190		190	
646-2-120	ALUMINUM POLE- INDEX 17800/695-001, FURNISH & INSTALL, 20'	EA	4													4		4	
650-1-11	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 1 SECTION, 1 WAY	AS	4													4		4	
660-3-11	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL CABINET EQUIPMENT	EA	1													1		1	
660-3-12	VEHICLE DETECTION SYSTEM- MICROWAVE, FURNISH & INSTALL, ABOVE GROUND EQUIPMENT	EA	4													4		4	
670-5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	1													1		1	
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	2													2		2	
700-1-13	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	AS	2													2		2	
700-1-30	SINGLE POST SIGN, RELOCATE	AS	1													1		1	
PAY ITEM NOTES																			
630-2-11 & 630-2-12 THE MEASUREMENT FOR THESE PAY ITEMS IS BASED ON FOOT'S DESIGN QUANTITIES AND ESTIMATES MANUAL QUANTITY SHOWN ON THIS SHEET REFLECTS THE TOTAL SINGLE CONDUIT RUNS FROM ALL CONDUIT RUNS COMBINED. ONLY THE FIRST CONDUIT RUN IN OPEN TRENCH OR DIRECTIONAL BORES WITH MULTIPLE CONDUIT RUNS IS INCLUDED.																			
639-1-122 THIS PAY ITEM SHALL INCLUDE THE FURNISHING AND INSTALLATION OF THE NEW ELECTRICAL POWER SERVICE "A" FRAME STAND.																			
700-1-12 & 700-1-13 THESE PAY ITEMS SHALL INCLUDE A (4') INSIDE DIAMETER ALUMINUM POLE WITH A TRANSFORMER BASE AS PART OF THE ASSEMBLY.																			
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.																			
DATE	DESCRIPTION	REVISIONS	REVISED																
		DATE	DESCRIPTION																
			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID CR 235 ALACHUA 443252-1-38-01																
			SHEET NO. T-2																
			TABULATION OF QUANTITIES																
			F:\2020\2020-01-FOOT-03-LAP-0R-235-and-Newberry-Lane-10WS-31V-432523780N\SigMA\YARD50200.B01																

Certificate Of Completion

Envelope Id: D57C73A58AAC42B7BF70AAAE9123E661

Status: Completed

Subject: Complete with DocuSign: #12104 - CR235 at Newberry Ln. Intersection Improvements w/Alachua County

Source Envelope:

Document Pages: 133

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Michelle Guidry

AutoNav: Enabled

mguidry@alachuacounty.us

Envelope Stamping: Enabled

IP Address: 163.120.80.11

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Michelle Guidry

Location: DocuSign

5/17/2023 4:07:53 PM

mguidry@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

Signer Events**Signature****Timestamp**

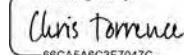
Chris Torrence

chris@ctelectricutility.com

president

Security Level: Email, Account Authentication
(None)

DocuSigned by:



68CA5A8C3F7047C...

Sent: 5/17/2023 4:14:10 PM

Viewed: 5/18/2023 7:21:11 AM

Signed: 5/22/2023 10:20:48 AM

Signature Adoption: Pre-selected Style

Using IP Address: 12.226.224.66

Electronic Record and Signature Disclosure:

Accepted: 5/18/2023 7:21:11 AM

ID: 6f0db71e-2930-46dc-8ea2-f490207726bc

Sheila Plank

sheila@ctelectricutility.com

Chris Torrence Electric & Utility Inc

Security Level: Email, Account Authentication
(None)

DocuSigned by:



15E5A7851864466...

Sent: 5/22/2023 10:20:50 AM

Viewed: 5/22/2023 10:41:01 AM

Signed: 5/22/2023 10:48:37 AM

Signature Adoption: Pre-selected Style

Using IP Address: 12.226.224.66

Electronic Record and Signature Disclosure:

Accepted: 5/22/2023 10:41:01 AM

ID: 659c9a3e-c66d-4b40-a591-126b64e381c0

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Thomas (Jon) Rouse

trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 5/22/2023 10:48:39 AM

Viewed: 5/22/2023 11:25:31 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2023 4:14:10 PM
Certified Delivered	Security Checked	5/22/2023 10:41:01 AM
Signing Complete	Security Checked	5/22/2023 10:48:37 AM
Completed	Security Checked	5/22/2023 10:48:39 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (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 Alachua County:

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: mguidry@alachuacounty.us

To advise Alachua County 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 mguidry@alachuacounty.us 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 Alachua County

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 mguidry@alachuacounty.us 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 Alachua County

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 mguidry@alachuacounty.us 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>.

Acknowledging your access and consent to receive and sign documents electronically

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 Alachua County 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 Alachua County during the course of your relationship with Alachua County.