

# C. W. ROBERTS CONTRACTING, INC.

## LETTER OF TRANSMITTAL

**TO:** Amanda Taylor  
Sumter County Purchasing  
Bushnell, FL

**FROM:** C.W. Roberts Contracting, Inc.  
4208 County Road 124-A  
Wildwood, FL 34785  
Phone : 352-330-2540  
Fax: 352-689-0217

Attention: Amanda Taylor

Attention:

Date: 17-Aug-10

Job Name:

**LOCAL RESURFACING CONTRACT NO 1**

WE ARE SENDING YOU  Attached

Under Separate cover via \_\_\_\_\_ the following items

Shop Drawings Submittal  Prints

Plans

Specifications

Copy of a letter

Change order

Samples

\_\_\_\_\_

| Copies | Date       | No. | Description                            |
|--------|------------|-----|--|
| 3      | 08/17/2010 |     | Section 00500 Agreement Fully Executed |
| 1      | 08/17/2010 |     | Performance Bond Fully Executed        |
| 1      | 08/17/2010 |     | Payment Bond Fully Executed            |
| 1      | 08/17/2010 |     | Certificate of Insurance               |
|        |            |     |  |
|        |            |     |  |
|        |            |     |  |
|        |            |     |  |

**THESE ARE TRANSMITTED AS CHECKED BELOW:**

- |   |   |   |                                       |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> For approval                       | <input type="checkbox"/> For review and comment | <input checked="" type="checkbox"/> For your use              | <input type="checkbox"/> As requested |
| <input type="checkbox"/> Test results                       | <input type="checkbox"/> Submittal information  | <input type="checkbox"/> Certification information            | <input type="checkbox"/> _____        |
| <input type="checkbox"/> Approved as submitted              | <input type="checkbox"/> Approved as noted      | <input type="checkbox"/> Returned for corrections             |                                       |
| <input type="checkbox"/> Resubmit _____ copies for approval |   | <input type="checkbox"/> Submit _____ copies for distribution |                                       |

Remarks:



Copy to File

Signed \_\_\_\_\_

**HOSFORD OFFICE:**  
P.O. BOX 188  
HOSFORD, FLORIDA 32334  
PHONE: (850) 379-8116  
FAX: (850) 379-8188

**FREEMPORT OFFICE:**  
160 INDUSTRIAL PARK ROAD  
FREEMPORT, FLORIDA 32439  
PHONE: (850) 835-3500  
FAX: (850) 835-3519

**WILDWOOD OFFICE:**  
4208 COUNTY ROAD 124-A  
WILDWOOD, FLORIDA 34785  
PHONE: (352) 330-2540  
FAX: (352) 330-2609

**PANAMA CITY OFFICE:**  
1603 BAY AVENUE  
PANAMA CITY, FLORIDA 32405  
PHONE: (850) 769-6640  
FAX: (850) 769-7775

SECTION 00500 - AGREEMENT

THIS AGREEMENT, made this 27<sup>th</sup> day of July 2010 by and between the Sumter County Board of County Commissioners, hereinafter called the "OWNER", and CW Roberts, doing business as a corporation, hereinafter called "CONTRACTOR".  
Contracting, Inc.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE 1. The CONTRACTOR will commence and complete the construction of Local Resurfacing Contract Number 1 Locations. except for CR 416S, CR 41UN and CR 555.

ARTICLE 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

ARTICLE 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fourteen (14) calendar days after the date of the NOTICE TO PROCEED and will complete the same within ninety (90) consecutive calendar days from the date of the Notice to Proceed, with an additional thirty (30) consecutive calendar days to achieve Final Completion. The CONTRACTOR further agrees to pay as liquidated damages the sum of One-Thousand One-Hundred Fifty-Five and 00/100 Dollars (\$1,155.00) per consecutive calendar day beyond the date of completion.

ARTICLE 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Nine hundred thirty-eight thousand seven hundred fifty and 30/100 DOLLARS (\$ 938,571.30)

ARTICLE 5. The term "CONTRACT DOCUMENTS" means and includes the following:

- Certification Page
- List of Drawings
- Invitation to Bid
- Instructions to Bidder
- Bid Form
- Public Entity Crimes Statement
- Drug Free Workplace Form
- Agreement
- Application for Payment
- Certificate of Substantial Completion
- Performance and Payment Bond
- Minimum Insurance Requirements
- Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition)
- Supplemental Conditions
- Special Provisions
- Notice of Intent to Award
- Notice to Proceed
- Contract Change Order
- Contract Field Order
- Material and Equipment
- Contract Closeout

DRAWINGS: As prepared by Kimley-Horn and Associates, Inc. (See Section 00004 – List of Drawings)

ARTICLE 6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS less a 10% retainage or payable upon final inspection. All payments by the OWNER shall be made in lawful monies of the United States to: C.W. Roberts Contracting Inc.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. To induce OWNER to enter into this Agreement CONTRACTOR makes the following representation.

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 5) and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of Work or which related to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 Conflicts within the contract documents shall be brought to the attention of the ENGINEER and resolution shall be at the discretion of and at no cost to the OWNER.

**ARTICLE 8.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first written above.



SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

Name: Doug Gilpin  
(Please Print or Type)

Title: Chairman

ATTEST: Melissa Elliott

Name: Melissa Elliott  
(Please Print or Type)

Title: Deputy Clerk

(SEAL)

CONTRACTOR:  
By: \_\_\_\_\_

Name: Charles W. Roberts III  
(Please Print or Type)

Title: president

ATTEST: \_\_\_\_\_

Name: Charles Taylor  
(Please Print or Type)

Title: Eng. mgr.

END OF SECTION

SECTION 00500 - AGREEMENT

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WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE 1. The CONTRACTOR will commence and complete the construction of Local Resurfacing Contract Number 1 Locations. except for CH 4165, CH 416N and CH 555.

ARTICLE 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

ARTICLE 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fourteen (14) calendar days after the date of the NOTICE TO PROCEED and will complete the same within ninety (90) consecutive calendar days from the date of the Notice to Proceed, with an additional thirty (30) consecutive calendar days to achieve Final Completion. The CONTRACTOR further agrees to pay as liquidated damages the sum of One-Thousand One-Hundred Fifty-Five and 00/100 Dollars (\$1,155.00) per consecutive calendar day beyond the date of completion.

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DRAWINGS: As prepared by Kimley-Horn and Associates, Inc. (See Section 00004 - List of Drawings)

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By: \_\_\_\_\_

Name: Doug Gilpin  
(Please Print or Type)

Title: Chairman

ATTEST:

Melissa Elliott

Name: Melissa Elliott  
(Please Print or Type)

Title: Deputy Clerk

(SEAL)

CONTRACTOR:

By: \_\_\_\_\_

Name: Charles W. Roberts III  
(Please Print or Type)

Title: president

ATTEST:

Charles Taylor

Name: Charles Taylor  
(Please Print or Type)

Title: Eng. mgr

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SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

Name: Doug Gilpin  
(Please Print or Type)

Title: Chairman

ATTEST: Melissa Elliott

Name: Melissa Elliott  
(Please Print or Type)

Title: Deputy Clerk

(SEAL)

CONTRACTOR:  
By: \_\_\_\_\_

Name: Charles W. Roberts III  
(Please Print or Type)

Title: president

ATTEST: \_\_\_\_\_

Name: Charles Taylor  
(Please Print or Type)

Title: Eng. mgr.

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
C.W. Roberts Contracting, Inc.
3372 Capital Circle NE
Tallahassee, FL 32308

SURETY (Name and Principal Place of Business):
See Addendum #1

OWNER (Name and Address):
Sumter County Board of Commissioners
910 N. Main Street
Bushnell, FL 33513

CONSTRUCTION CONTRACT
Date: July 27, 2010
Amount: \$938,571.30
Description (Name and location): Resurfacing Contract No. 1

BOND
Date (Not earlier than Construction Contract Date): July 27, 2010
Amount: \$938,571.30
Modifications to this Bond: [X] None [ ] See Page 3

CONTRACTOR AS PRINCIPAL
Company: C.W. Roberts Contracting, Inc. (Corporate Seal)
Signature: [Signature]
Name and Title: Charles W. Roberts III
President
(Any additional signatures appear on page 3)

SURETY
Company: [Signature] (Corporate Seal)
Signature: [Signature]
Name and Title: William F. Stoutamire
ATTORNEY-IN-FACT
FLORIDA RESIDENT AGENT - LIC.#: A255913

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT OF BROKER:
Stoutamire Insurance, Inc.
PO Box 360
Blountstown - Fl. 32424

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Kimley-Horn and Associates, Inc.
1321 SE 25th Loop, Suite 101
Ocala, FL 34471

## ADDENDUM #1

The following are the Surety Companies for this project:

#1 -- Safeco Insurance Company of America  
Safeco plaza  
Seattle, Washington 98185

Phone #: 1-206-545-5000

Incorporated and existing under the laws of the State of Washington  
and licensed to do business in the State of Florida.

#2 -- Western Surety Company  
P. O. Box 5077  
Sioux Falls, South Dakota 57117-5077

Phone #: 1-605-336-0850

Incorporated and existing under the laws of the State of South Dakota  
and licensed to do business in the State of Florida.



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

KNOW ALL BY THESE PRESENTS:

No. 13377

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*WILLIAM F. STOUTAMIRE; Blountstown, Florida\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character Issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 11th day of March, 2008

Handwritten signature of Stephanie Daley-Watson

Handwritten signature of Tim Mikolajewski

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out, (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 27th day of July, 2010



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**William F Stoutamire, Individually**

of Blountstown, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 21st day of November, 2006.



WESTERN SURETY COMPANY

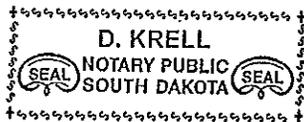
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of July, 2010.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

# THE AMERICAN INSTITUTE OF ARCHITECTS



BOND NUMBER:

*AIA Document A311*

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that C. W. ROBERTS CONTRACTING, INC.  
3372 CAPITAL CIRCLE NE  
TALLAHASSEE, FL 32308  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

WESTERN SURETY COMPANY

P. O. BOX 5077

AND

SIOUX FALLS, SOUTH DAKOTA 57117-5077

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Surety)

SAFECO INSURANCE COMPANY OF AMERICA

SAFECO PLAZA

SEATTLE, WASHINGTON 98185

(Here insert full name and address or legal title of Owner)

Sumter County Board of Commissioners

910 N. Main Street

Bushnell, FL 32308

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$938,571.30),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### WHEREAS,

Principal has by written agreement dated July 27th 20 10, entered into a contract with Owner for

(Here insert full name, address and description of project)

Resurfacing Contract No. 1

in accordance with Drawings and Specifications prepared by

Kimley-Horn and Associates, Inc.

(Here insert full name and address or legal title of Architect)

1321 SE 25th Loop, Suite 101

Ocala, FL 34471

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# Labor and Material Payment Bond

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 27th day of July 2010

Jerry Leslie  
(Witness)

Alice S. Daniels  
(Witness)  
Alice S. Daniels

C. W. Roberts Contracting, Inc. (Principal) (Seal)  
 C. W. ROBERTS CONTRACTING, INC.  
Charles W. Roberts III  
 (Title)  
 C. W. ROBERTS, III - PRESIDENT  
 WESTERN SURETY COMPANY AND (Surety) (Seal)  
 SAFECO INSURANCE COMPANY OF AMERICA  
William F. Stoutamire  
 (Title)  
 WILLIAM F. STOUTAMIRE  
 Attorney-in-Fact  
 FLORIDA RESIDENT AGENT - LIC. #: A255913

## ADDENDUM #1

The following are the Surety Companies for this project:

#1 -- Safeco Insurance Company of America  
Safeco plaza  
Seattle, Washington 98185

Phone #: 1-206-545-5000

Incorporated and existing under the laws of the State of Washington  
and licensed to do business in the State of Florida.

#2 --Western Surety Company  
P. O. Box 5077  
Sioux Falls, South Dakota 57117-5077

Phone #: 1-605-336-0850

Incorporated and existing under the laws of the State of South Dakota  
and licensed to do business in the State of Florida.



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

KNOW ALL BY THESE PRESENTS:

No. 13377

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*WILLIAM F. STOUTAMIRE; Blountstown, Florida\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 11th day of March, 2008

Handwritten signature of Stephanie Daley-Watson

Handwritten signature of Tim Mikolajewski

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 27th day of July, 2010



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**William F Stoutamire, Individually**

of Blountstown, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 21st day of November, 2006.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

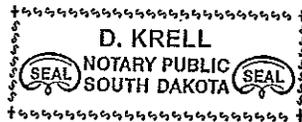
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



*D. Krell*

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27<sup>th</sup> day of July, 2010.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**PRODUCER**

MCGRIFF, SEIBELS & WILLIAMS, INC.  
 P.O. Box 10265  
 Birmingham, AL 35202  
 PHONE: 800-476-2211

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**COMPANIES AFFORDING COVERAGE**

Company A Travelers Indemnity Company

Company B Travelers Prop. Casualty Co. of America

Company C Charter Oak Fire Insurance Company

Company D Navigators Insurance Company

Company E

**INSURED**

C.W. Roberts Contracting, Inc.  
 P.O. Box 188  
 Hosford, FL 32334

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of 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, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

| CO LT | TYPE OF INSURANCE  | POLICY NUMBER   | EFFECTIVE EXPIRATION     | LIMITS OF LIABILITY   |              |
|-------|--|---|--------------------------|---|--------------|
| A     | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> Commercial General Liability<br><input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence<br><input type="checkbox"/> Owners' and Contractors' Protection<br><input type="checkbox"/><br><input type="checkbox"/><br>General Aggregate Limit applies per:<br><input type="checkbox"/> Policy <input checked="" type="checkbox"/> Project <input type="checkbox"/> Location | VTC2KCO1098A434   | 09/30/2009<br>09/30/2010 | EACH OCCURRENCE   | \$ 1,000,000 |
|       |  |   |                          | FIRE DAMAGE   | \$ 300,000   |
|       |  |   |                          | MEDICAL EXPENSE   | \$ 5,000     |
|       |  |   |                          | PERS. AND ADVERTISING INJURY  | \$ 1,000,000 |
|       |  |   |                          | GENERAL AGGREGATE   | \$ 2,000,000 |
|       |  |   |                          | PRODUCTS AND COMP. OPER. AGG.   | \$ 2,000,000 |
|       |  |   |                          |   |              |
| B     | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> Any Automobile<br><input type="checkbox"/> All Owned Automobiles<br><input type="checkbox"/> Scheduled Automobiles<br><input checked="" type="checkbox"/> Hired Automobiles<br><input checked="" type="checkbox"/> Non-owned Automobiles<br><input checked="" type="checkbox"/> Excess Automobile-\$1,000,000 CSL   | VTC2JCAP5786B95A<br>AR6460150 - Colony National Insurance Company | 09/30/2009<br>09/30/2010 | COMBINED SINGLE LIMIT   | \$ 1,000,000 |
|       |  |   |                          | BODILY INJURY (Per person)  | \$           |
|       |  |   |                          | BODILY INJURY (Per accident)  | \$           |
|       |  |   |                          | PROPERTY DAMAGE (Per accident)  | \$           |
|       |  |   |                          | COMPREHENSIVE   |              |
|       |  |   |                          | COLLISION   |              |
|       |  |   |                          |   |              |
| C     | <b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>  | VTC2OUB4529B633   | 09/30/2009<br>09/30/2010 | WC Statutory Limit <input checked="" type="checkbox"/> Other <input type="checkbox"/> |              |
|       |  |   |                          | EL EACH ACCIDENT  | \$ 1,000,000 |
|       |  |   |                          | EL DISEASE (Each employee)  | \$ 1,000,000 |
|       |  |   |                          | EL DISEASE (Policy Limit)   | \$ 1,000,000 |
|       |  |   |                          |   |              |
| D     | <b>EXCESS LIABILITY</b><br><input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made   | SF09EXC094572NV   | 09/30/2009<br>09/30/2010 | EACH OCCURRENCE   | \$ 5,000,000 |
|       |  |   |                          | AGGREGATE   | \$ 5,000,000 |
|       |  |   |                          |   |              |
|       |  |   |                          |   | \$           |
|       |  |   |                          |   | \$           |
|       |  |   |                          |   | \$           |
|       |  |   |                          |   | \$           |
|       |  |   |                          |   | \$           |

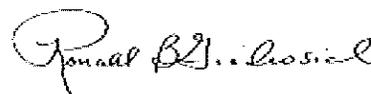
This certificate only applies to the resurfacing contract number 1 project.  
 Certificate Holder is Additional Insured under General Liability as required by written contract subject to policy terms, conditions, and exclusions.

**CERTIFICATE HOLDER**

Sumter Couy Board of County Commissioners  
 910 N. Main Street  
 Bushnell, FL 33513

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative



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

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- I. How, when and where the "occurrence" or offense took place;
  - II. The names and addresses of any injured persons and witnesses; and
  - III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- I. Immediately record the specifics of the claim or "suit" and the date received; and
  - II. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – Provisions A.-H. and J.-N. of this endorsement broaden coverage, and provision I. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <p><b>A.</b> Broadened Named Insured</p> <p><b>B.</b> Extension of Coverage – Damage To Premises Rented To You</p> <ul style="list-style-type: none"> <li>• Perils of fire, explosion, lightning, smoke, water</li> <li>• Limit increased to \$300,000</li> </ul> <p><b>C.</b> Blanket Waiver of Subrogation</p> <p><b>D.</b> Blanket Additional Insured – Managers or Lessors of Premises</p> <p><b>E.</b> Incidental Medical Malpractice</p> <p><b>F.</b> Extension of Coverage – Bodily Injury</p> <p><b>G.</b> Contractual Liability – Railroads</p> | <p><b>H.</b> Additional Insured – State or Political Subdivisions</p> <p><b>I.</b> Other Insurance Condition</p> <p><b>J.</b> Increased Supplementary Payments</p> <ul style="list-style-type: none"> <li>• Cost of bail bonds increased to \$2,500</li> <li>• Loss of earnings increased to \$500 per day</li> </ul> <p><b>K.</b> Knowledge and Notice of Occurrence or Offense</p> <p><b>L.</b> Unintentional Omission</p> <p><b>M.</b> Personal Injury – Assumed by Contract</p> <p><b>N.</b> Blanket Additional Insured – Lessor of Leased Equipment</p> |
|--|--|

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED**

1. The Named Insured in Item 1, of the Declarations is as follows:

The person or organization named in Item 1, of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

- 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.

3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

#### **B. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in Section III Limits Of Insurance.

## COMMERCIAL GENERAL LIABILITY

2. This Insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
  - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Paragraph a. of the definition of "insured contract" (DEFINITIONS - Section V) is deleted and replaced by the following:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is excluded by endorsement.

### C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

### D. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to:
  - a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
  - b. Any premises for which coverage is excluded by endorsement; or
  - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible

"other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

**E. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to paragraph 1. Insuring Agreement of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

"Bodily Injury" arising out of the rendering of, or failure to render, the following will be deemed to be caused by an "occurrence":

- a. Medical, surgical, dental, laboratory, x-ray or nursing service, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

2. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 1. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

3. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

4. For the purposes of determining the applicable limits of insurance, any act or omission

together with all related acts or omissions in the furnishing of the services described in paragraph 1. above to any one person will be deemed one "occurrence".

5. This Provision E. does not apply if you are in the business or occupation of providing any of the services described in paragraph 1. above.

6. The insurance provided by this Provision E. shall be excess over any valid and collectible "other insurance" available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the limits of insurance shown on the Declarations of this Coverage Part.

**F. EXTENSION OF COVERAGE – BODILY INJURY**

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

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

**G. CONTRACTUAL LIABILITY – RAILROADS**

1. Paragraph c. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" (DEFINITIONS – Section V) is deleted.

**H. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS**

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision, subject to the following provisions:

1. This insurance applies only when required to be provided by you by an ordinance, law or building code and only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or political subdivision; or

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- b. "Bodily injury" or "property damage" included in the "products-completed operations hazard".

### I. OTHER INSURANCE CONDITION

- A. COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

#### 4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in a. below.

##### b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I -- Coverage A -- Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional

insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

##### c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

- B. The following definition is added to DEFINITIONS (Section V):

"Other Insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

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- (1) Another insurance company;
  - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
  - (3) Any risk retention group;
  - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
  - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

**J. INCREASED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS -- COVERAGES A AND B (Section I -- Coverages) are amended as follows:

1. In paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

**K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

2. Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.
3. This Provision K. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

**L. UNINTENTIONAL OMISSION**

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. However, this Provision L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

**M. PERSONAL INJURY -- ASSUMED BY CONTRACT**

1. The following is added to Exclusion e. (1) of Paragraph 2., Exclusions of Coverage B, Personal Injury, Advertising Injury, and Web Site Injury Liability of the Web XTEND Liability endorsement:

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

- (a) Liability to such party for, or for the cost of, that party's defense has also been as-

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sumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. Paragraph 2.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
- d. The allegations in the "sull" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
3. The third sentence of Paragraph 2 of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
- Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, or the provisions of Paragraph 2.e.(1) of Section I – Coverage B – Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.
4. This provision M. does not apply if coverage for "personal injury" liability is excluded by endorsement.

## N. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to their liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after the equipment lease expires.
3. The insurance afforded to the additional insured is excess over any valid and collectible "other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".