



<b>SUBMIT TO:</b>  PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 <sup>TH</sup> FLOOR CLEARWATER, FL 33756	  <h2 style="text-align: center;">INVITATION TO BID</h2>	<b>BID NUMBER: 178-0487-CP (JJ)</b>
<b>ISSUE DATE:</b> July 20, 2018	<b>TITLE: South Lake Avenue Culvert Replacement (PID # 002125A)</b>	
<b>SUBMITTAL DUE: August 21, 2018 @ 3:00 P.M.</b>		
<small>AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE &amp; TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED</small>		<b>PRE-BID DATE &amp; LOCATION:</b> NOT APPLICABLE
<b>DEADLINE FOR WRITTEN QUESTIONS:</b> August 8, 2018 BY 3:00 P.M.	<b>SUBMIT QUESTIONS TO: Jim Just AT</b> jjjust@pinellascounty.org Phone: 727 464 3205 Fax: 727 464 3925	
Engineering Estimate \$863,931.60  Plans Prepared by: Hardesty & Hanover Engineering  Clearwater Plans Prepared by: City of Clearwater  Engineer/Project Manager is: John Carpenter	<p style="text-align: center;"><b>THE MISSION OF PINELLAS COUNTY</b></p> <p style="text-align: center;">Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p>	  <b>JOSEPH LAURO,</b> CPPO/CPPB Director of Purchasing

**BIDDER MUST COMPLETE THE FOLLOWING**

NO CHANGES REQUESTED BY A BIDDER WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS BID FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

**BIDDER (COMPANY NAME):** David Nelson Construction Co. **D/B/A** \_\_\_\_\_

**MAILING ADDRESS:** 3483 Alternate 19 **CITY / STATE / ZIP** Palm Harbor, FL 34683

**COMPANY EMAIL ADDRESS:** dvekasi@nelson-construction.com

**\*REMIT TO NAME:** David Nelson Construction Co. **PHN:** (727) 784-79624 **FAX:** (727) 786-8894

(As Shown On Company Invoice) **FEIN#** 59-1616643 **CONTACT NAME:** David L. Vekasi, Vice President

Proper Corporate Identity is needed when you submit your bid, specifically how your firm is registered with the Florida Division of Corporations. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information. **PRINT NAME:** David L. Vekasi

**EMAIL ADDRESS:** dvekasi@nelson-construction.com

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS INVITATION TO BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE SUBMITTER.

**AUTHORIZED SIGNATURE:**   
**PRINT NAME/TITLE:** David L. Vekasi, Vice President

RETURN THIS FORM WITH YOUR RESPONSE

S. Lake Avenue Culvert Replacement-Project Limits are from Barry Road to Jeffords Street Along Lake Avenue  
 PID NO. 002125A  
 BID NO. 178-0487-CP (JJ)

David Nelson Construction Co.

Pay Item No.	Description	Quantity	Unit	UnitPrice	Amount
<b>ROADWAY / DRAINAGE</b>					
005-0700	SURVEY, Construction Layout	1.00	LS	9,500.00	\$ 9,500.00
005-0800	SURVEY, Quantity Measurements	1.00	LS	1,300.00	\$ 1,300.00
005-0850	SURVEY, Permitting As-built Requirements	1.00	LS	2,000.00	\$ 2,000.00
101-0100	MOBILIZATION	1.00	LS	52,850.00	\$ 52,850.00
102-0100	MAINTENANCE OF TRAFFIC	1.00	LS	14,000.00	\$ 14,000.00
102-1099	SIGN, VARIABLE MESSAGE (3 Lines) (Temporary)	50.00	DAY	30.00	\$ 1,500.00
102-71-11	CONCRETE BARRIER WALL, (Temporary)	100.00	LF	19.00	\$ 1,900.00
104-1	MAINTENANCE OF CHANNEL FLOW	1.00	LS	50,000.00	\$ 50,000.00
104-10-3	SEDIMENT BARRIER	600.00	LF	1.25	\$ 750.00
104-11	TURBIDITY BARRIER, Floating	100.00	LF	20.00	\$ 2,000.00
104-1-1	ARTIFICIAL COVERINGS/Rolled Erosion Control Products	450.00	SY	2.40	\$ 1,080.00
104-12	TURBIDITY BARRIER, Staked	150.00	LF	6.50	\$ 975.00
104-18	INLET PROTECTION SYSTEMS	5.00	EA	150.00	\$ 750.00
110-1-1	CLEARING & GRUBBING	1.00	LS	30,000.00	\$ 30,000.00
120-0300	EXCAVATION, Unsuitable Material	2,061.30	CY	20.00	\$ 41,226.00
120-0400	FILL MATERIAL	2,061.30	CY	12.50	\$ 25,766.25
120-11002	GRADING	1.00	LS	7,665.00	\$ 7,665.00
121-70	FLOWABLE CONCRETE FILL (Excavatable)	50.00	CY	170.00	\$ 8,500.00
125-3	BEDDING MATERIAL, Crushed Stone, Size #57	65.00	CY	65.00	\$ 4,225.00
160-4	STABILIZATION, Type B	865.00	SY	10.50	\$ 9,082.50
285-7-06	OPTIONAL BASE GROUP 6, Type B-12.5, or Recycled Concrete, LBR, 150 Only	570.00	SY	17.00	\$ 9,690.00
334-1-13	SUPERPAVE ASPHALT CONCRETE, Type SP 9.5 or SP 12.5, Fine, Traffic Level C	75.00	TN	185.00	\$ 13,875.00
350-4-1	PAVEMENT, Cement Concrete, 6" Min Thickness (Driveways)	57.00	SY	75.00	\$ 4,275.00
400-2-2	CONCRETE CLASS II, Endwalls	35.20	CY	1,000.00	\$ 35,200.00
415-1-1	REINFORCING STEEL, Roadway	4,353.00	LB	0.75	\$ 3,264.75

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 BID NO. 178-0487-CP (JJ)

David Nelson Construction Co.

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425-1-55	INLET, Ditch Bottom, FDOT Type E, <10', (Traffic Bearing Grate)	5.00	EA	3,800.00	\$ 19,000.00
425-2-72	MANHOLE, FDOT Type J-7, >10', Utility Conflict Structure	2.00	EA	10,000.00	\$ 20,000.00
430-175-118	PIPE CULVERT, CONCRETE, Round, 18" ID	120.00	LF	85.00	\$ 10,200.00
430-175-124	PIPE CULVERT, CONCRETE, Round, 24" ID	71.00	LF	100.00	\$ 7,100.00
430-175-130	PIPE CULVERT, CONCRETE, Round, 30" ID	11.00	LF	160.00	\$ 1,760.00
430-175-166	PIPE CULVERT, CONCRETE, Round, 66" ID	106.00	LF	305.00	\$ 32,330.00
430-175-218	PIPE CULVERT, CONCRETE, Elliptical, 14" x 23" ID	35.00	LF	105.00	\$ 3,675.00
455-133-2	PILING, SHEET, Steel (Temporary)	8,150.00	SF	19.00	\$ 154,850.00
515-2-211	HANDRAIL, Steel Pipe, Galvanized, FDOT Index 515-002, 42" Height	90.00	LF	100.00	\$ 9,000.00
522-2	SIDEWALK, CONCRETE, 6" Min. Thickness, Remove and Replace	150.00	SY	75.00	\$ 11,250.00
522-8000	RAMP, ADA, 6" Min. Thickness	10.00	SY	125.00	\$ 1,250.00
530-3-4	RIPRAP, Rubble, w/Filter Fabric (broken stone)	32.00	TN	160.00	\$ 5,120.00
570-1-2	SODDING, Bahia	1,100.00	SY	3.50	\$ 3,850.00
575-0112	SODDING, St. Augustine	110.00	SY	5.50	\$ 605.00
706-3	PAVEMENT MARKERS, RETRO-REFLECTIVE	6.00	EA	10.00	\$ 60.00
710-11-241	PAINTED PAVEMENT MARKING, STD, YELLOW, SKIP, 6"	221.00	LF	2.40	\$ 530.40
710-23-61	TRAFFIC STRIPE-SOLID, WHITE/BLACK/BLUE, 6"	400.00	LF	2.50	\$ 1,000.00
		<b>Base Bid</b>			<b>\$ 612,954.90</b>
999-0000	UNSPECIFIED WORK (Allowance)	52,333.00	EA	1.00	\$ 52,333.00
	<b>*Add base bid + Unspecified Work for Total Bid*</b>	<b>TOTAL BID</b>			<b>\$ 665,287.90</b>
<b>JPA with CITY OF CLEARWATER (OPTION)</b>					
CLW-005-0700	SURVEY, Construction Layout	1.00	LS	2,100.00	\$ 2,100.00
CLW-005-0900	AS-BUILT SURVEY	1.00	LS	1,550.00	\$ 1,550.00
CLW-1	Line Stop/6" x 6" wet tap	2.00	EA	8,000.00	\$ 16,000.00
CLW-10	F&I 8" Epoxy Lined DIP Gravity Sewer	280.00	LF	155.00	\$ 43,400.00
CLW-101-0100	MOBILIZATION / DEMOBILIZATION	1.00	EA	43,000.00	\$ 43,000.00

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CLW-102-0100	MAINTENANCE OF TRAFFIC	1.00	LS	6,500.00	\$ 6,500.00
CLW-11	F&I 16" DIP Casing Including Appurtenances, Spacers and End Seals	25.00	LF	226.00	\$ 5,650.00
CLW-12	Connect to existing MH	2.00	EA	3,000.00	\$ 6,000.00
CLW-13	Owner's Contingency (UNSPECIFIED WORK)	23,660.00	EA	1.00	\$ 23,660.00
CLW-2	F&I 6" DI Resilient Seat GV W/Box & Blind Flange	2.00	EA	2,700.00	\$ 5,400.00
CLW-3	Construct Thrust Collar	2.00	EA	2,450.00	\$ 4,900.00
CLW-4	F&I 6" DI WM RJ; Including Poly Wrap, Fittings, & Bends	220.00	LF	105.00	\$ 23,100.00
CLW-5	Demo & Dispose Existing 6" WM	220.00	LF	24.00	\$ 5,280.00
CLW-6	F&I Temp. B.O. & Sample Tap Including Appurtenances, Fittings Bends and Removal	1.00	EA	1,700.00	\$ 1,700.00
CLW-7	F&I Temp. CL2 Tap Including Appurtenances, Fittings Bends and Removal	1.00	EA	750.00	\$ 750.00
CLW-8	Sanitary Sewer Bypass	1.00	EA	60,000.00	\$ 60,000.00
CLW-9	Demo and Dispose Sanitary Sewer Pipe	280.00	LF	19.00	\$ 5,320.00
<b>JPA with CITY OF CLEARWATER (OPTION) TOTAL</b>					\$ 254,310.00
				<b>TOTAL JPA OPTION</b>	\$ 919,597.90

SECTION E - BID SUBMITTAL FORM

W9

Substitute Form **W-9**

**Request for Taxpayer Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)  
David Nelson Construction Co.

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
3483 Alternate 19

City, state, and ZIP code  
Palm Harbor, FL 34683

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number  
59 | 1616643

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person  Date ▶ August 21, 2018

David L. Vekasi, Vice President

\*Instructions to Form W-9 available upon request.

Detach on the perforation

**Section 119.071(5), Florida Statutes Notice:**

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

**Privacy Act Notice:**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**SECTION E – BID SUBMITTAL FORM**

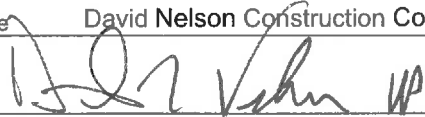
**ELECTRONIC PAYMENT (EPAYABLES):**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes  No

For more information about ePayables credit card program please visit Purchasing Department website [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

Company Name David Nelson Construction Co.  
Signature   
Printed Signature David L. Vekasi, Vice President

**SECTION E – BID SUBMITTAL FORM**

**BID SUBMITTAL OFFICERS FORM**

**BID TITLE: South Lake Avenue Culvert Replacement (PID # 002125A)**

**BID NUMBER: 178-0487-CP (JJ)**

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

The Bidder further agrees to bear the full cost of maintaining all Work until the final acceptance.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

David Nelson Construction Co.  
3483 Alternate 19  
Palm Harbor, FL 34683

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

**PRESIDENT**      Jeffrey D. Nelson      **ADDRESS:**  
Printed Name      1930 Florida Avenue  
Palm Harbor, FL 34683

**SECRETARY**      Wendy S. Nelson      **ADDRESS:**  
Printed Name      11332 E. Lake Drive  
Tarpon Springs, FL 34689

**TREASURER**      Wendy S. Nelson      **ADDRESS:**  
Printed Name      1132 E. Lake Drive, Tarpon Springs, FL 34689





**SECTION E – BID SUBMITTAL FORM**  
**FLORIDA TRENCH SAFETY ACT**

**CERTIFICATION AND DISCLOSURE STATEMENT**

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

- A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
- B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Agreement Time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	slope/shore per OSHA	LF	300	\$ 1.00	\$ 300
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes

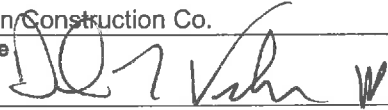
\$ 300.00

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

- E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).
- F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

David Nelson Construction Co.

Company Name



Name and Title David L. Vekasi, Vice President

Ph: (727)784-7624 Fx: (727)786-8894

Address:

3483 Alternate 19

Palm Harbor, FL 34683

Telephone/Fax

59-1616643

Federal Employee ID NO. (FEIN)

dvekasi@nelson-construction.com

Email of Account Representative

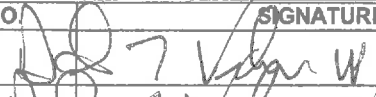

SECTION F ADDENDA ACKNOWLEDGEMENT FORM

SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:

Bid Title: South Lake Avenue Culvert Replacement (PID # 002125A)

Bid No: 178-0487-CP (JJ)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
01	 David L. Vekasi Vice President	8/02/18
02	 David L. Vekasi Vice President	8/16/18

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, [www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm), listed under category 'Current Bids'.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

David Nelson Construction Co.  
3483 Alternate 19  
Palm Harbor, FL 34683

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of  
America  
One Tower Square  
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Pinellas County Board of County Commissioners  
400 S. Fort Harrison Avenue, Annex Bldg. 6th Floor  
Clearwater, FL 33756

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

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

South Lake Avenue Culvert Replacement (PID No. 002125A) - Bid Number 178-0487-CP (JJ)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of August, 2018

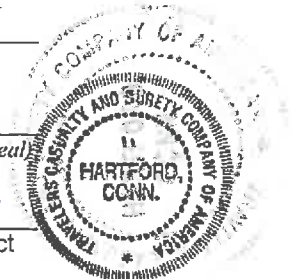
  
\_\_\_\_\_  
(Witness)

David Nelson Construction Co.  
(Principal) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title)

Travelers Casualty and Surety Company of America  
(Surety) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Kevin Wojtowicz Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: David Nelson Construction Co.

OR

Project Description: South Lake Avenue Culvert Replacement (PID No. 002125A) - Bid Number 178-0487-CP (JJ)
Obligee: Pinellas County Board of County Commissioners

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin Wojtowicz of the City of St. Petersburg, State of FL, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Signature of Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



Signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 21st day of August, 2018



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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Insured Name: DAVID NELSON CONSTRUCTION CO.  
Policy Number: 001-WC18A-65778  
Agency Name: 1374, Associates Agency Inc

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise noted.

Issued by: FCCI Insurance Company 24570

Endorsement Number: 0000012

Effective Date: 1/01/18

Date Issued: 1/02/18

Countersigned by \_\_\_\_\_  
Authorized Representative





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph 5, the Transfer of Rights of Recovery Against Others to Us Condition (**Section IV – Business Auto Conditions**) is amended by the addition of the following:

However, we will waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- a. The "accident" or "loss" is caused by operations undertaken by you in accordance with the contract existing between you and such person or organization shown in the Schedule above; and
- b. The contract or agreement was executed prior to any "accident" or "loss."

Our waiver of our right to recovery applies only to the extent that the person or organization shown in the Schedule above is considered to be either an Additional Insured under the policy or is entitled to indemnity from you. No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization shown in the Schedule, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by an injured employee.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA AUTO ADVANTAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

**SECTION II – LIABILITY COVERAGE** is amended as follows:

**A.1. Who Is An Insured** provision is amended by adding the following:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
  - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
  - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Who Is An Insured is amended to include as an insured any person or organization except a person or organization that leases or rents "auto(s)" to you, but only to the extent of his, her, or its liability for whom you and such person or organization have agreed in writing in a contract or agreement, signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an additional insured on your policy. Certificates of insurance will not be considered an Agreement to Insure.

Such person or organization is an additional insured but only with respect to your negligent actions, which cause liability to be imposed on such person or organization without fault on the part of said person or organization.

A.2. **Coverage Extensions, Supplementary Payments** a.(2) and a (4) are deleted and replaced with the following:

- (2) Up to \$3,000 for cost of bail bonds (including bond for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

4. **Coverage Extensions** a. and b. are deleted and replaced with the following:

a. **Transportation Expenses:**

We will pay up to \$40 per day to a total maximum of \$1,200 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type or light trucks with a gross vehicle weight of less than 10,000 pounds. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. **Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$40 per day, to a total maximum of \$1200.

The following Coverage Extension is added:

c. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

**d. Auto Loan/Lease Gap Coverage**

For those businesses not shown in the Declarations as "auto" dealerships, the following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this Coverage Form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
  - (a) Overdue lease payments at the time of the "loss";
  - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (c) Security deposits not returned by the lessor;
  - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the lease; and
  - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this Coverage Form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
  - (a) Overdue loan payments at the time of the "loss";
  - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
  - (c) Carry-over balances from previous loans.

**D. Deductible** is deleted and replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning, and, no deductible applies to glass damage to the side or rear windows if the glass is repaired rather than replaced. However, no deductible shall be applied to damage to the windshield of any covered "auto."

**SECTION IV – BUSINESS AUTO CONDITIONS** is amended as follows:

**Loss Conditions A.2.a. Duties In the Event of Accident, Claim, Suit or Loss** is amended to add the following paragraph:

- (4) This duty applies when the "accident", claim, "suit" or "loss" is first known to:
  - (a) You, if you are an individual;
  - (b) A partner, if you are a partnership;

- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

**General Conditions B.2. Concealment, Misrepresentation or Fraud** is amended to include the following:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** is amended as follows:

**1. Extended "Property Damage"**

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Non-owned Watercraft**

Exclusion 2.g. (2) (a) is replaced with the following:

- (a) Less than 51 feet long; and

**3. Property Damage Liability – Borrowed Equipment**

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**SECTION I – COVERAGES, the following coverages are added:**

**COVERAGE D. VOLUNTARY PROPERTY DAMAGE**

**1. Insuring Agreement**

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

**2. Exclusions**

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;
- d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- e. Property caused by or arising out of the "products-completed operations hazard";
- f. Motor vehicles;
- g. "Your product" arising out of it or any part of it; or
- h. "Your work" arising out of it or any part of it.

### **3. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

### **4. Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

## **COVERAGE E. CARE, CUSTODY OR CONTROL**

### **1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

### **2. Exclusions**

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

- d. Property caused by or arising out of the "products-completed operations hazard";
- e. Motor vehicles;
- f. "Your product" arising out of it or any part of it; or
- g. "Your work" arising out of it or any part of it.

### 3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

### 4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

## COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

### 1. Insuring Agreement

- a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

- a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

- c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;

(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or



- (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
- (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
  - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

## 2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
- (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
  - (2) Copyright, patent, trade secret or trademark infringements;
  - (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
    - (a) An error in manufacturing, design, processing or transportation of "your product"; or
    - (b) "Product tampering".
  - (4) Expiration of the designated shelf life of "your product".
- b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
- c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.
- d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or "suit" against you for "product withdrawal expenses".
3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
- e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"
- (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
    - (a) How, when and where the "defect" was discovered;

- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "product withdrawal" is initiated, you must:

- (a) Immediately record the specifics of the "product withdrawal" and the date it was initiated; and
- (b) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

(3) You and any other involved insured must:

- (a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
- (b) Authorize us to obtain records and other information; and
- (c) Cooperate with us in our investigation of the "product withdrawal".

**4.** For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

- a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

- c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.
- d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

- (1) Costs of notification;
- (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- (3) Costs of overtime paid to your regular nonsalaried employees and costs incurred by your employees, including costs of transportation and accommodations;
- (4) Costs of computer time;
- (5) Costs of hiring independent contractors and other temporary employees;
- (6) Costs of transportation, shipping or packaging;
- (7) Costs of warehouse or storage space; or
- (8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product

withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

- e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

## **COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS**

### **1. Insuring Agreement**

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

### **2. Exclusions**

This insurance does not apply to:

- a. "Bodily injury" or "personal and advertising injury".
- b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
  - (1) In the preparation of estimates or job costs;
  - (2) Where cost estimates are exceeded;
  - (3) In the preparation of estimates of profit or return on capital;
  - (4) In advising or failure to advise on financing of the work or project; or
  - (5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.
- d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.
- e. Any liability for damages:

- (1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or
  - (2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.
- f. Any liability arising out of manufacturer's warranties or guarantees, whether express or implied.
- g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.
- h. Any liability before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract or work order has been completed;
  - (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
  - (3) 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 or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

- i. Any liability arising from "property damage" to products that are still in your physical possession.
- j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
- (1) Providing engineering, architectural or surveying services to others; and
  - (2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- k. Your loss of profit or expected profit and any liability arising therefrom.
- l. "Property damage" to property other than "your product," "your work" or "impaired property."
- m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.
- n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

- p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**3. For the purposes of Coverage G, the following definition is added to the Definitions section:**

- a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller as defined elsewhere in this endorsement.

**4. Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**5. Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:**

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, and G.

**1. Cost of Bail Bonds**

Paragraph 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**2. Loss of Earnings**

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$350 a day because of time off from work.

**SECTION II – WHO IS AN INSURED is amended as follows:**

**1. Incidental Malpractice**

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
  - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

- (ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

**2. Newly Formed or Acquired Organizations**

Paragraph 3.a. is replaced with 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;

**SECTION III – LIMITS OF INSURANCE is amended as follows:**

**1. Paragraph 2. is replaced with the following:**

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under Coverage B;
  - d. Voluntary "property damage" payments under Coverage D; and
  - e. Care, Custody or Control damages under Coverage E.

**2. Paragraph 5. is replaced with the following:**

- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A;
  - b. Medical expenses under Coverage C;
  - c. Voluntary "property damage" payments under Coverage D;
  - d. Care, Custody or Control damages under Coverage E;
  - e. Limited Product Withdrawal Expense under Coverage F; and
  - f. Contractors Errors and Omissions under Coverage G.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**3. Paragraph 6. is replaced with the following:**

- 6. Subject to Paragraph 5. above, the higher of \$300,000 or the Damage To Premises Rented To You Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire or explosion.

**4. Paragraph 7. is replaced with the following:**

- 7. Subject to Paragraph 5. above, the higher of \$10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

**5. Paragraph 8. is added as follows:**

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is \$1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$3,000.

**6. Paragraph 9. is added as follows:**

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is \$1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$5,000.

**7. Paragraph 10. is added as follows:**

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is \$10,000.

**8. Paragraph 11. is added as follows:**

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is \$10,000.

For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

**9. Paragraph 12. is added as follows:**

12. The General Aggregate Limit applies separately to:
- a. Each of your projects away from premises owned by or rented to you; or
  - b. Each "location" owned by or rented to you.

"Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

**1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:
- (1) An individual who is the sole owner;
  - (2) A partner, if you are a partnership or joint venture;
  - (3) An "executive officer" or insurance manager, if you are a corporation;
  - (4) A manager, if you are a limited liability company;

- (5) A person or organization having proper temporary custody of your property if you die;
- (6) The legal representative of you if you die; or
- (7) A person (other than an "employee") or an organization while acting as your real estate manager.

To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- 2. The following is added to Subparagraph 2. b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:**

The requirement in **2.b.** applies only when the "occurrence" or offense is known to the following:

- (1) An individual who is the sole owner;
- (2) A partner or insurance manager, if you are a partnership or joint venture;
- (3) An "executive officer" or insurance manager, if you are a corporation;
- (4) A manager or insurance manager, if you are a limited liability company;
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;
- (6) A person or organization having proper temporary custody of your property if you die;
- (7) The legal representative of you if you die; or
- (8) A person (other than an "employee") or an organization while acting as your real estate manager.

**3. Paragraph 6. is replaced with the following:**

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.



**4. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

**5. Paragraph 10. is added as follows:**

**10. Liberalization**

If we revise this Coverage Form 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 the applicable state(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons or Organizations</b>
(As required by written contract or agreement per Paragraph A. below.)

<b>Locations of Covered Operations</b>
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
  2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
  3. Will not be broader than that which is afforded to you under this policy; and
  4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. 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; and
3. 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 and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783**

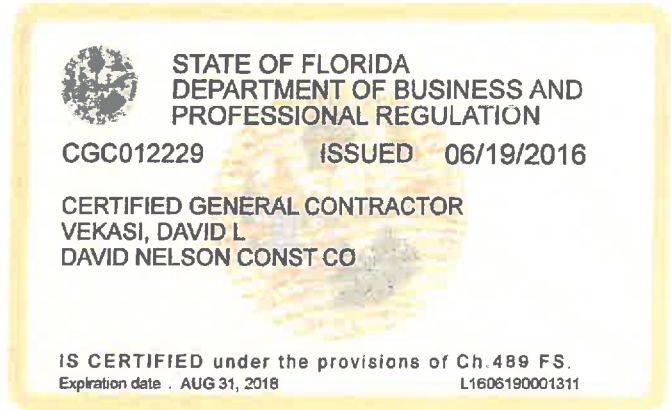
**(850) 487-1395**

**VEKASI, DAVID L  
DAVID NELSON CONST CO  
3483 ALTERNATE 19  
PALM HARBOR FL 34683**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

<b>LICENSE NUMBER</b>	
CGC012229	

The **GENERAL CONTRACTOR**  
Named below IS **CERTIFIED**  
Under the provisions of Chapter 489 FS.  
Expiration date: **AUG 31, 2018**



**VEKASI, DAVID L  
DAVID NELSON CONST CO  
3483 ALTERNATE 19  
PALM HARBOR FL 34683**





*Florida Department of Transportation*

**RICK SCOTT  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**MIKE DEW  
SECRETARY**

May 1, 2018

NELSON, DAVID, CONSTRUCTION CO.  
3483 ALTERNATE 19  
PALM HARBOR, FLORIDA 34683

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2019. However, the new application is due 4/30/2019.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, UTILITY CONSTRUCTION, BRICK PAVERS, PRESSURE GROUTING, CONCRETE CURBS & SEPARATORS, CONCRETE SLOPE & DITCH BOTTOM PAVING, CONCRETE RETAINING & BARRIER WALLS, STRUCTURAL CONCRETE FORM WORK, PLACEMENT AND FINISHING FOR RETAINING WALLS, MINOR ASPHALT FOR TRAILS.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

NELSON, DAVID, CONSTRUCTION CO.  
May 1, 2018  
Page Two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in blue ink that reads "Alan D. Autry". The signature is written in a cursive style with a horizontal line extending from the end.

Alan Autry, Manager  
Contracts Administration Office

AA:cj