

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/27/2022

Contract/Lease Control #: C21-3088-PW

Procurement#: ITB PW 46-21

Contract/Lease Type: AGREEMENT

Award To/Lessee: EMPIRE BUILDERS GROUP, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/06/2021

Expiration Date: 05/30/2022

Description of: VETERANS PARK

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed: May 27, 2022

Cc: BCC RECORDS

CONTRACT CLOSE-OUT CHECKLIST
 (To Be Prepared by the Contracts & Lease Coordinator)

DATE: May 20, 2022

TO: Finance Department

SUBJECT: Contract No. C21-3088-PW

MANAGING DEPARTMENT: PW

CONTRACTOR'S NAME: EMPIRE BUILDERS GROUP, INC.

PROJECT TITLE: VETERANS PARK CONSTRUCTION

The attached has met the final payment contract requirement in subject contract.

	Yes	No
1. Final Invoice	X	
2. Completed Contract/Lease Payment Approval Form	X	
3. Close-Out Documents	Yes	No
a. Signed Release of Lien		N/A
b. Proof of Completion Advertisement		X
c. Certificate of Insurance	X	
d. Consent of Surety to Final Payment	X	
e. Proof of Performance/Payment Bond Continuation 12 Months Following Final Payment		X
f. Grants approval/signature		X
4. Remarks		

Faye Douglas
 Digitally signed by Faye Douglas
 Date: 2022.05.20 07:29:02 -05'00'

OMB DIRECTOR

DATE

APPLICATION FOR PAYMENT

From: Empire Builders Group, Inc. 3217 Tallship Lane Pensacola, FL 32526	Date: 4/19/2022 Invoice No.: 3088-05/Final Contract No.: C21-3088-PW
Project: Veterans Park	
Period: <u>January 1, 2022</u> to <u>February 7, 2022</u>	

Original Contract Amount	\$ 1,619,514.79
Net Change by Change Orders	<u>\$18,341.88</u>
Contract Amount to Date	<u>\$ 1,637,856.67</u>

ANALYSIS OF WORK PERFORMED

1. Total Work Performed to Date	\$1,637,856.67
2. Amount Retained at 5% per Contract	- \$0.00
3. Net Amount Earned on Contract.....	<u>\$1,637,856.67</u>
4. Amount of Previous Payments	- <u>\$1,536,397.78</u>
5. Amount Due This Application	<u>\$101,458.89</u>

CERTIFICATION OF CONTRACTOR

The undersigned Contractor certifies, to the best of its knowledge, the following:

1. All previous progress payments received from the Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
2. Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and
3. All the Work covered by this Application for Payment is in accordance with the Contract documents and is not defective.

By: Michael Macchia Date: 4/19/2022

CERTIFICATION OF PROJECT MANAGER

I certify that I have verified this Application for Payment and that to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the Contractor; and that the Contractor's certified statement of this account due him is correct.

By: [Signature] Date: 5/17/2022

Veterans Park C21-3088-PW				Est. 5 Final		Total Earned to Date	% Complete
Work Items	Unit	Contract QTY	Unit Price	Contract Value	Qty		
1 Mobilization	LS	1	\$ 214,057.20	\$ 214,057.20		\$0.00	100%
2 Maintenance of Traffic	LS	1	\$ 9,250.00	\$ 9,250.00		\$0.00	100%
3 Erosion Control	LS	1	\$ 10,412.50	\$ 10,412.50		\$0.00	100%
4 Dewatering	LS	1	\$ 5,950.00	\$ 5,950.00		\$0.00	100%
5 Demo/Clearing and Grubbing	LS	1	\$ 31,370.78	\$ 31,370.78		\$0.00	100%
6 Excavation	CY	2632	\$ 36.17	\$ 95,199.44		\$0.00	2632
7 Embankment	CY	718	\$ 4.16	\$ 2,985.88		\$0.00	718
8 Plaza	LS	1	\$ 21,481.88	\$ 21,481.88		\$0.00	100%
9 Concrete Walkways	SF	12864	\$ 9.45	\$ 121,564.80		\$0.00	12864
10 Concrete Slabs	LS	1	\$ 71,400.00	\$ 71,400.00		\$0.00	100%
11 Detectable Warnings	LS	1	\$ 1,160.25	\$ 1,160.25		\$0.00	100%
12 Striping	LS	1	\$ 2,856.00	\$ 2,856.00		\$0.00	100%
13 Signage	EA	3	\$ 79.33	\$ 237.99		\$0.00	3
14 Parking Stops	LS	1	\$ 4,760.00	\$ 4,760.00		\$0.00	100%
15 Statue Installation	LS	1	\$ 8,000.00	\$ 8,000.00		\$0.00	100%
16 Statue Foundations	LS	1	\$ 35,000.00	\$ 35,000.00		\$0.00	100%
17 Honor Wall	SF	3943	\$ 109.91	\$ 433,375.13		\$0.00	3943
18 Boardwalks	LS	1	\$ 37,870.25	\$ 37,870.25		\$0.00	100%
19 Flagpoles	LS	1	\$ 20,159.79	\$ 20,159.79		\$0.00	100%
20 Retaining Walls	EA	5	\$ 2,155.99	\$ 10,779.95		\$0.00	5
21 Park Benches	EA	2	\$ 1,156.17	\$ 2,312.34		\$0.00	2
22 Trash Receptacles	EA	2	\$ 782.42	\$ 1,564.84		\$0.00	2
23 Bicycle Racks	LS	1	\$ 5,584.67	\$ 5,584.67		\$0.00	100%
24 Pond Aeration	LS	1	\$ 155,628.20	\$ 155,628.20		\$0.00	100%
25 Landscaping	LS	1	\$ 49,311.22	\$ 49,311.22		\$0.00	100%
26 Restoration Plantings	LS	1	\$ 11,122.93	\$ 11,122.93		\$0.00	100%
27 Exotic & Nuisance Species Removal	LS	1	\$ 47,034.75	\$ 47,034.75		\$0.00	100%
28 Irrigation	LS	1	\$ 205,572.50	\$ 205,572.50	5%	\$10,278.62	100%
29 Electrical & Communication	LS	1	\$ 2,618.00	\$ 2,618.00	100%	\$2,618.00	100%
30 As-Built	LS	1	\$ 2,618.00	\$ 2,618.00		\$0.00	100%
Change Order 1							
CO1-1 Install/Relo. Handholds	LS	1	\$ 4,197.50	\$ 4,197.50		\$0.00	100%
CO1-2 Delete Park Benches	EA	5	\$ (2,155.99)	\$ (10,779.95)		\$0.00	
CO1-3 Delete Trash Bins	EA	2	\$ (1,156.17)	\$ (2,312.34)		\$0.00	
CO1-4 Delete Bike Racks	EA	2	\$ (782.42)	\$ (1,564.84)		\$0.00	
CO1-5 Credit for Boardwalk Coated Infill	LS	1	\$ (10,000.00)	\$ (10,000.00)		\$0.00	
CO1-6 Earthwork Adjustment	LS	1	\$ 31,102.26	\$ 31,102.26		\$0.00	
CO1-7 Add Pedestal for Statue #2	LS	1	\$ 7,699.25	\$ 7,699.25	100%	\$7,699.25	100%
Total Contract inc. CO.1/Earned						\$20,595.87	
Less 5% Retainage						\$0.00	
Net Amount Earned						\$20,595.87	

2

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. B3261755

TO OWNER:
(Name and address)

Board of County Commissioners Okaloosa County
1250 N. Eglin Parkway
Shalimar, FL 32579

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

PROJECT:
(Name and address)

Veterans Park/ITB PW 46-21/Okaloosa County, FL

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

, SURETY,

on bond of
(Insert name and address of Contractor)

Empire Builders Group, Inc.
3217 Tallship Lane
Pensacola, FL 32526

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

Board of County Commissioners Okaloosa County
1250 N. Eglin Parkway
Shalimar, FL 32579

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 11, 2022
(Insert by writing the month followed by the numeric date and year.)

The Cincinnati Insurance Company

(Surety)

By:

(Signature of authorized representative)

Kevin R. Wojtowicz

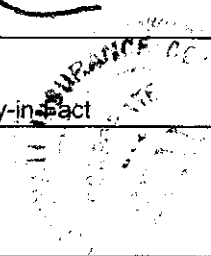
Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):



Peter Alesci, Witness



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Charles J. Nielson; David R. Hoover; Kevin R. Wojtowicz; Charles D. Nielson; Daniel F. Oaks; Laura D. Mosholder; Don Bramlage; Jarrett Merlucci; Shawn A. Burton; Edward M. Clark; Jessica P. Reno; Ian A. Nipper; Joseph P. Nielson; Dale Belis; Richard Zimmerman; Christian Collins and/or James Paul Hunter, Jr.

of Miami Lakes, Florida their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

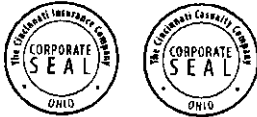
Any such obligations in the United States, up to
Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO)
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

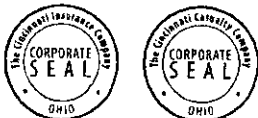


Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 11 day of February 2022.



Ed H.



PO Box 37727
Pensacola, FL 32526
(850)455-0090

February 8, 2022

Okaloosa Board of County Commissioners
1250 Miracle Strip Pkwy
Ft Walton Beach, FL 32548

RE: General Liability Insurance

To Whom It May Concern,

Please see attached Accord Certificate of Coverage showing Completed Operations Coverage. Empire Builders Group will maintain coverage for a period of two (2) years after final payment.

If you have any questions, please feel free to contact me.

Respectfully,

Mike Macchia
President
Empire Builders Group, Inc.



EMPIBUI-01

NHAYDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2022

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. 19 West Garden Street Suite 300 Pensacola, FL 32502	CONTACT NAME: Nancy Hayden	
	PHONE (A/C, No, Ext): (850) 470-2656	FAX (A/C, No): (601) 208-8345
	E-MAIL ADDRESS: nhayden@fbbins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Builders Insurance Company	
	INSURER B: Old Dominion Insurance Company	
INSURED Empire Builders Group, Inc. 3217 Tallship Lane Pensacola, FL 32526	NAIC # 11240	
	INSURER C: Southern-Owners Insurance Company	
	INSURER D: National Builders Insurance Company	
	INSURER E:	
	INSURER F:	

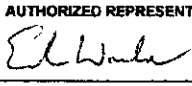
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		GLP007304412	10/21/2021	10/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		B1P2566Y	10/21/2021	10/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4937434602	10/21/2021	10/21/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCV002779315	10/29/2021	10/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Equipment Floater			78327070	10/21/2021	10/21/2022	Leased/Rented 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract #C20-2973-TDD
Certificate Holder, Mott MacDonald Florida LLC and Tullo Planning Group LLC are an Additional Insured in regard to General Liability(including products & completed operations) Auto Liability when required by written contract. Waiver of subrogation applies in favor of certificate holder and others as required by written contract for general liability, auto liability and workers compensation.

CERTIFICATE HOLDER CANCELLATION

Okaloosa County BCC 5479A Old Bethel Rd Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

POLICY NUMBER: B1P2566Y

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Transfer Of Rights Of Recovery Against Others To Us – of SECTION IV – BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization to or for whom we make payment and with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

64-8724 03 08

INSURED COPY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE ELITE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary:

- (a) That is an "insured" under any other automobile policy or
- (b) That would be an "insured" under such a policy but for (i) its termination or (ii) the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (a) That is a partnership, joint venture or limited liability company,
- (b) That is an "insured" under any other policy,
- (c) That has exhausted its Limit of Insurance under any other policy, or
- (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1 - **WHO IS AN INSURED OF SECTION II - LIABILITY COVERAGE** is amended to add:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1 - **WHO IS AN INSURED OF SECTION II - LIABILITY COVERAGE** is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor and
- (2) The "auto" is leased without a driver. Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

2. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to **A.1 WHO IS AN INSURED OF SECTION II - LIABILITY COVERAGE**:

Any person or organization for whom you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for liability coverage, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in **Section II** of the coverage form.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to

the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The **OTHER INSURANCE** Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire or borrow, subject to the following limit. The most we will pay for "loss" to any hired "auto" is:

- (1) \$50,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1,000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. OF SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$75 per day and a maximum limit of \$2,250.

6. EXTRA EXPENSE - BROADENED COVERAGE

Under paragraph A. OF SECTION III - PHYSICAL DAMAGE COVERAGE, the following Coverage is added:

We will pay for the expense of returning a stolen covered "auto" to you subject to Paragraph C. Limit of Insurance.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, if a long-term leased or financed "auto" is a covered "auto", we will pay in the event of a total "loss" your additional legal obligation to the lessor or loss payee for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

8. AIRBAG COVERAGE

Under Paragraph B. Exclusions of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

9. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

The requirement in **LOSS CONDITIONS 2.a – DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS – of SECTION IV – BUSINESS AUTO CONDITIONS** that you must notify us of an “accident” applies only when the “accident” is known to:

- (1) You, if you are an individual
- (2) A partner, if you are a partnership; or
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

10. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

11. WAIVER OF SUBROGATION

Transfer Of Rights Of Recovery Against Others To Us of **SECTION IV – BUSINESS AUTO CONDITIONS** is amended by adding the following:

We waive any right of recovery we may have against any person or organization to or for whom we make payment and with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

12. RESULTANT MENTAL ANGUISH COVERAGE

The definition of “bodily injury” in **SECTION V – DEFINITIONS** is replaced by the following:

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

13. NOTICE OF CANCELLATION TO THIRD PARTY

The following is added to **A.2., Cancellation of COMMON POLICY CONDITIONS**

If we initiate a cancellation or non-renewal for any reason, other than non-payment of premium, we will mail notice of cancellation to the person or organization scheduled on the policy as an additional insured 30 days before the effective date of cancellation. We will mail such notice to the address of the Additional Insured scheduled on the policy and in at least 30 days before the effective date of the cancellation or non-renewal.

If the Insured initiates the cancellation or in case of non-payment of premium, we will not mail advance notice but, a final cancellation notice will be sent to the person or organization scheduled on the policy as an additional insured. We will mail such notice to the additional insured address upon final cancellation of the policy.

14. VEHICLE WRAP COVERAGE

Paragraph **A. Coverage of Section III – PHYSICAL DAMAGE COVERAGE** is amended to include the following additional paragraph:

Vehicle Wrap

In the event of a “loss” to a covered “auto”, we will provide the following coverage if such “loss” is caused by:

- a. Other than collision only if the Declarations indicates that comprehensive Coverage is provided for the covered “auto”;
- b. Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for the covered “auto”;
- or
- c. Collision only if the Declarations indicates that Collision Coverage is provided for the covered “auto”.

We will pay for “loss” to a “vehicle wrap” that is installed on the covered “auto”. The most we will pay for “loss” is \$5,000 per policy period.

We will not pay for “loss” due to and confined to wear and tear; or damage to paint or the vehicle caused by faulty installation of a “vehicle wrap”.

The “vehicle wrap” is subject to the Comprehensive deductible for the covered “auto”, except in the event of a “loss” to a covered “auto” for which such vehicle is involved in a collision and there is both:

- (1) Collision damage to the vehicle; and
- (2) Damage to the “vehicle wrap”

Then the collision deductible will apply.

If the “vehicle wrap” is damaged in a collision the lesser of replacement cost or original purchase cost of the “vehicle wrap” will apply.

SECTION V. DEFINITIONS is amended to include the following additional definition.

"Vehicle Wrap" means self-adhesive vinyl decals or sheets applied to the exterior body or window of a covered "auto". Signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

15. GARAGEKEEPERS

The most current version of endorsement CA 99 37 that is approved in your state is added to the policy on an Excess insurance basis with a maximum limit of \$10,000 and a \$500 deductible for each Customer's Auto for all perils. The limit is applicable on a blanket basis to all Insured owned locations.

16. ORIGINAL EQUIPMENT MANUFACTURER REPLACEMENT PARTS

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance, Paragraph 1. Is amended to include:

However, if the covered "auto" has less than 36,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

17. FIRE DEPARTMENT SERVICE CHARGE

Paragraph **A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

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 \$1,500 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.

18. LOSS OF USE TO RENTAL CAR

Paragraph **A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$1,000 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement

19. EXTENDED COVERAGE – BAIL BONDS

Paragraph **A.2.a. (2) of SECTION II – LIABILITY COVERAGE** is replaced by the following:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds

20. EXTENDED COVERAGE – LOSS OF EARNINGS

Paragraph **A.2.a. (4) of SECTION II – LIABILITY COVERAGE** is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

21. LOCKOUT REIMBURSEMENT COVERAGE

We will reimburse up to \$75 per occurrence to cover your actual expenses incurred when a locksmith must be called:

- (1) To open a covered "auto" because the keys are locked inside the auto; or
- (2) To make a key for a covered "auto" because the key has been lost or stolen.

No deductible applies

22. NON-OWNED TRAILER – INCREASED LOAD CAPACITY

The following is added to C. of **SECTION I – COVERED AUTOS**:

Non-owned "trailers" with a load capacity of 5,000 pounds or less designed primarily for travel on public roads

23. EXTENDED COVERAGE – BUSINESS PERSONAL PROPERTY AND PERSONAL EFFECTS

Paragraph **A.4** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the following:

Physical Damage Coverage on a covered "auto" may be extended to "loss" to your "business personal property" or "personal effects", not otherwise covered in the policy or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss". The most we will pay for any one "loss" under this coverage extension is \$500.

SECTION V - DEFINITIONS is amended by adding the following:

"Business Personal Property" and "Personal Effects" means tangible property that is worn or carried by an "insured". It does not include tools, jewelry, money or securities.

24. RENTAL REIMBURSEMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

(1) We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

(2) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the cov-

ered "auto" and return it to you; or

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) \$50 per day.

(c) The Maximum Payment is \$1,500

(4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(5) If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE Extension**.

If Rental Reimbursement Coverage is already on the policy at higher limits, then that coverage replaces, and is not added to, the coverage provided above.

25. TEMPORARY SUBSTITUTE PHYSICAL DAMAGE

Paragraph **C.** of **SECTION I – COVERED AUTOS** is amended by the addition of the following:

If Physical Damage Coverage is provided by this Coverage Form, the following type of vehicle is also a covered "auto" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown
- b. Repair
- c. Servicing
- d. "Loss"; or
- e. Destruction

26. TOWING AND LABOR COVERAGE

Paragraph **A.2.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is replaced by the following:

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" of the private passenger type or a truck of less than

20,000 pounds gross vehicle weight is disabled. However, the labor must be performed at the place of disablement.

27. NEW AUTO REPLACEMENT

In the event of a total loss to your "new" "auto" of the private passenger type or a truck of less than 10,000 pounds gross vehicle weight to which this coverage applies, as show in the Declarations, we will pay at your option either:

1. The verifiable new "auto" purchase price of your damaged auto, not including any insurance or warranties purchased; or
2. The purchase price, as negotiated by us, of a new "auto" of the same or similar make, model and equipment, not including any furnishing, parts or equipment not installed by the manufacturer or manufacturer's dealership;

This coverage is provided without deduction for depreciation.

CONDITIONS

"New" means an "auto" in which you are the original owner and the "auto" has not been previously titled.

Coverage under this endorsement shall be applicable:

1. for no more than 365 days from the date of purchase of the "auto" to which it applies, plus the remainder of the policy term in which the 365th day from purchase ends, and;
 2. When the "auto" has less than 15,000 miles
- All other provisions of this policy apply.

28. DRIVE OTHER CAR FOR EXECUTIVE OFFICERS

A. Changes In Covered Autos Liability Coverage

Any "auto" you do not own, hire or borrow is a covered "auto" for Liability Coverage while being used by any of your "executive officers", except:

- a. Any "auto" owned by that "executive officer" or any "family member", or
- b. Any "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos".

B. Changes In Auto Medical Payments and Uninsured and Underinsured Motorists Coverage

The following is added to **Who Is An Insured**:

Any "executive officer" is "insured" while "occupying" or while a pedestrian when being struck by any "auto" you do not own except:

Any "auto" owned by that "executive" or by any "family member".

C. Changes In Physical Damage Coverage

Any private passenger type "auto" you do not own, hire or borrow is a covered "auto" while in the care, custody or control of any of your "executive officers" except:

- (1) Any "auto" owned by that "executive officer" or any "family member".
- (2) Any "auto" owned by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos".

D. Additional Definitions:

As used in this endorsement:

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

"Family member" means a person related to the "executive officer" by blood, marriage or adoption who is a resident of the "executive officer's" household including a ward or foster child.

E. The Insurance provided under this provision will be:

Equal to the broadest of those coverages afforded any covered "auto", and Excess over any other collectible insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SCHEDULED ENTITY AMENDMENT OF CANCELLATION OR NONRENEWAL NOTICE

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement also modifies the insurance provided under the following when written as part of a Commercial Package Policy:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph A. **Cancellation of the COMMON POLICY CONDITIONS:**

If we cancel or non-renew this policy for any reason, except for not paying the premium, we will notify the entity listed in the Schedule below at least 30 days prior to the effective date of cancellation or nonrenewal. In no event will this extend coverage past the actual expiration or cancellation date of the policy. In no event will the number of days notice of cancellation or nonrenewal be fewer than the number of days required by law.

Proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

SCHEDULE

Named Person(s) or Organization(s)

OKALOOSA COUNTY

Mailing Address

5479A OLD BETHEL RD
CRESTVIEW FL 32536

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION OR NONRENEWAL
DESIGNATED PERSON(S) OR ORGANIZATION(S)
OTHER THAN THE NAMED INSURED**

It is agreed:

This policy is subject to the following condition:

If this policy is canceled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE below shall be notified at least:

1. 10 days prior to the effective date of cancellation if we cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we cancel for any other reason.

If the law of the state in which notice is mailed to requires a longer notice period, we will comply with those requirements.

SCHEDULE	
Number of Days Notice <u>030</u>	
Name Of Designated Person(s) Or Organization(s) OKALOOSA COUNTY	Mailing Address 5479A OLD BETHEL RD CRESTVIEW, FL 32536-5512

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

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: OKALOOSA COUNTY</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
OKALOOSA COUNTY

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; 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.

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