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**CITY OF MARATHON, FLORIDA  
RESOLUTION 2013-82**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE RECOMMENDED RANKING OF THE SUBMITTED PROPOSALS AND APPROVING AN AGREEMENT BETWEEN THE CITY AND ZEP CONSTRUCTION, INC., FOR THE SUPERSTRUCTURE REPLACEMENT OF THE 117<sup>th</sup> STREET BRIDGE IN AN AMOUNT NOT TO EXCEED \$601,270.00.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (the “City”) issued a Request for Proposals for the 117<sup>th</sup> Street Bridge replacement design-build construction project (the “Project”); and

**WHEREAS**, two proposals were received and evaluated by the City’s evaluation committee, which ranked the proposers at a publicly noticed evaluation committee meeting held on September 23rd, 2013; and

**WHEREAS**, ZEP Construction, Inc., (“Contractor”) was evaluated as the highest ranked proposer; and

**WHEREAS**, the City evaluation committee recommends to the City Council that it accept the rankings of the submitted proposals and authorize the City Manager to enter into a contract for the Project with the Contractor; and

**WHEREAS**, the City Council finds that accepting the proposal and entering into a contract for the Project with the Contractor is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Contract between the City and Contractor for design-build construction of the 117<sup>th</sup> Street Bridge in an amount not to exceed \$601,270.00, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 24<sup>th</sup> DAY OF SEPTEMBER, 2013**

**THE CITY OF MARATHON, FLORIDA**



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**Mike Cinque, Mayor**

AYES: Sned, Keating, Ramsay, Cinque  
NOES: None  
ABSENT: Bull  
ABSTAIN: None

**ATTEST:**



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Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



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City Attorney

SECTION 00670  
NOTICE OF AWARD

Dated: October 4, 2013

TO: ZEP Construction, Inc.  
(CONTRACTOR)

ADDRESS: 7802 Jean Blvd.  
Ft Myers, FL 33967

OWNER'S PROJECT NO.: \_\_\_\_\_

PROJECT: 117<sup>th</sup> Street Bridge Repair Bridge No. 904515

FM #: 430034-1

CONTRACT FOR: 117<sup>th</sup> Street Bridge Repair Bridge No. 904515

-----  
(Insert name of Contract as it appears in the Bidding Documents)  
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You are notified that your Bid dated September 6, 2013 for the above Contract has been considered. You are apparent successful bidder and have been awarded the contract for Replacement of Bridge Decking and Associated work for the 117<sup>th</sup> Street Bridge.

-----  
(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is \$601270.00  
Six Hundred and One Thousand Two Hundred Seventy Dollars (\$601,270.00  
).

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by October 14, 2013.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents. ~~This includes the triplicate sets of Drawings.~~ Each of the Contract Documents must bear your signature where indicated. *N/A*
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the General Conditions (Section 16).
3. Proof of Insurance as specified in the General Conditions (Section 16.5 and Exhibit <sup>F</sup>~~D~~)
4. (List other conditions precedent).



**SECTION 00500  
CONSTRUCTION CONTRACT**

This Contract (the "Contract") is dated as of the 16<sup>th</sup> day of October 2013 by and between the City of Marathon (hereinafter called the "CITY") and **ZEP Construction, Inc.** (hereinafter called "CONTRACTOR") located at: **7802 Jean Blvd. Fort Myers, FL 33967**.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of **Replacement of 117<sup>th</sup> Street Bridge** all in accordance with the construction drawings.

**ARTICLE 2. CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER**

2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Carlos A. Solis, P.E. Director of Public Works , 9805 Overseas Highway, Marathon Florida 33050.

2.2

2.3 The CITY's ARCHITECT referred to in any of the Contract Documents designated herein is N/A, N/A.

2.4 The CITY's ENGINEER referred to in any of the Contract Documents designated herein is To Be Determined.

**ARTICLE 3. TERM**

3.1 Contract Term. The Work shall be substantially completed within \_\_\_\_\_ (\_\_\_\_) calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Contract Documents within Two Hundred Twenty Five Days (225) calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2 Contract Time. The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00700 – General Conditions, Article 14, Payments to Contractor and Completion.

3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00700 – General Conditions, Article 12, Contractor's General

Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by CITY if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages to compensate the City and not as a penalty for delay or as an incentive to complete on time, CONTRACTOR shall pay CITY **One Thousand Five Hundred Dollars (\$1,500.00)** for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Substantial Completion, if CONTRACTOR fails to fully complete the Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **Two Thousand Dollars ( \$2,000.00)** for each calendar day that expires after the time specified in Section 3.1 for full completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified in the Contract Documents bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City's reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

3.5 Should the Substantial Completion and/or Full/Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the CITY including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.

3.6 Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged, the CONTRACTOR shall be liable for said amount.

#### ARTICLE 4. CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form attached hereto as **Exhibit "A."** Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

4.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

#### ARTICLE 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall be made until CONTRACTOR delivers to the CITY **certified copies of the performance bond and payment bond establishing that the bonds have been recorded with the county clerk**, complete original partial releases of all liens, bond claims, and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien, bond claim, or claim could be filed for work completed to date.

5.3 The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion.

5.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

5.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such

Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

#### ARTICLE 6. INSURANCE/INDEMNIFICATION.

6.1 Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

6.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to subsurface conditions or underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.



7.5 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

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

7.8 The CONTRACTOR warrants the following:

7.8.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

7.8.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to declare contractor in default, and/or annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.8.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

7.8.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00200, Section 7.5, of the Instructions to Bidders.

## ARTICLE 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

8.1.1 Change Orders.

8.1.2 Field Orders.

8.1.3 Contract for Construction.

8.1.4 Exhibits to this Contract.

8.1.5 Supplementary Conditions.

8.1.6 General Conditions.

8.1.7 Any federal, state, county or city permits for the Project

8.1.8 Specifications bearing the title: (117<sup>th</sup> Street Bridge Repair Bridge # 904515)

8.1.9 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: (N/A Design Build)

8.1.10 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.

8.1.11 Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.

8.1.12 The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).

8.1.13 There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

8.1.14 The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

8.1.15 The General Conditions discuss the bond and surety requirements of the CITY. This Contract requires the CONTRACTOR to provide payment and performance bonds, unless stated otherwise in Section 255.05, Florida Statutes.. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

## ARTICLE 9. MISCELLANEOUS.

9.1 Terms used in this Contract which are defined in Article 1 of the General Conditions, Section 700, will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders, Section 200, also apply to this Contract.

9.2 Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

9.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, liquidated damages specified in Article 3.4, actual damages, and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply. A default by CONTRACTOR under any contract with the CITY will be a default under all contracts with the CITY. The CITY may apply the proceeds from any contract between CONTRACTOR and the CITY to satisfy amounts owed by the CONTRACTOR to the CITY under any other contract.

9.6 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

9.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final completion or Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

9.8 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

9.9 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

Zep construction, Inc.  
7802 Jean Blvd.  
Fort Myers, FL 33967  
Attn: Jovan Zepcevski, President

FOR CITY: City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050  
ATTN: City Manager

WITH COPY TO: John R. Herin, Jr.  
GrayRobinson, PA  
401 E. Las Olas Blvd.  
Suite 1850  
Fort Lauderdale, 33301  
Phone: 954-761-8111  
Fax: 954-761-8112

9.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be Monroe County, Florida.

9.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

9.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as **Exhibit "B"**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the 24 day of September, 2013, and by ZEP Construction, Inc. (Contractor), signing by and through its President, duly authorized to execute same.

CONTRACTOR

WITNESS

By: [Signature]

By: ZEP Construction, Inc.  
7802 Jean Blvd.  
Fort Myers, FL 33967

By: [Signature], President  
(Signature and Title)

(Corporate Seal)  
Jovan Zepcowski / President  
(Type Name/Title signed above)

10<sup>th</sup> day of October, 2013.

CITY

CITY OF MARATHON, FLORIDA

ATTEST  
[Signature]  
City Clerk

[Signature]  
Mayor

16 day of October, 2013.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF MARATHON ONLY:

By: [Signature]  
City Attorney

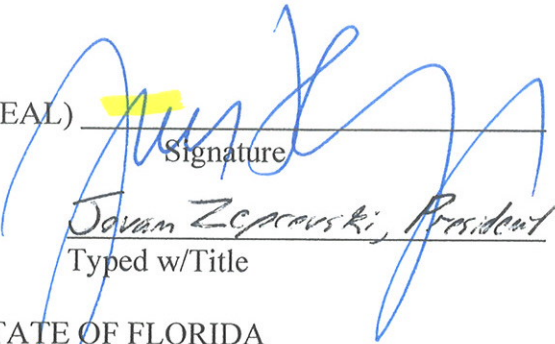
(\* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jovan Zepceuski, certify that I am the President / Owner of ZEP Construction, Inc. and that Jovan Zepceuski, who signed the Bid with the City of Marathon, Monroe County, Florida for ZEP Construction, Inc., is President / Owner of said Corporation with full authority to sign said **Bid** on behalf of the Corporation.

Signed and sealed this 10<sup>th</sup> day of October, 2013.

(SEAL)

  
Signature  
Jovan Zepceuski, President  
Typed w/Title

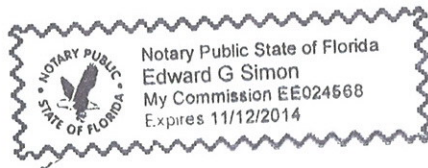
STATE OF FLORIDA  
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 10 day of OCTOBER, 2013

My Commission Expires: 11/12/2014

Edward G Simon

Notary Public



CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, Jovan Zepeevski, certify that I am the President / Owner of ZEP Construction, Inc., who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled 117<sup>th</sup> Street Bridge Repair, Bridge No. 904515, and that the following persons have the authority to sign **payment requests** on behalf of the Corporation:

Jovan Zepeevski  
(Signature) Jovan Zepeevski, President  
(Typed Name w/Title)

Jamie R. Booth  
(Signature) Jamie R. Booth, Project Engineer / Estimator  
(Typed Name w/Title)

\_\_\_\_\_  
(Signature) (Typed Name w/Title)

Signed and sealed this 10<sup>th</sup> day of October, 2013.

(SEAL)

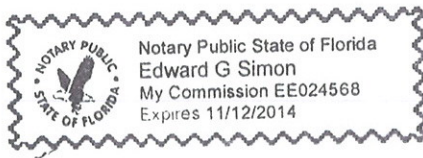
Jovan Zepeevski  
Signature  
Jovan Zepeevski, President  
Typed w/Title

STATE OF FLORIDA  
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 10 day of OCTOBER, 2013.

My Commission Expires: 11/12/2014

Edward G. Simon  
Notary Public



**EXHIBIT "A"**

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	DESIGN AND PERMITTING (5% OF TOTAL MAXIMUM)	LS	1.00	70000.00	\$70,000.00
101- 1	MOBILIZATION (15% OF TOTAL MAXIMUM)ii	LS	1.00	138000.00	\$138,000.00
102- 1	MAINTENANCE OF TRAFFIC (5% OF TOTAL MAXIMUM)iii	LS	1.00	57000.00	\$57,000.00
104- 10- 3	SEDIMENT BARRIER	LF	200.00	5.50	\$1,100.00
104- 11	FLOATING TURBIDITY BARRIER	LF	200.00	13.00	\$2,600.00
104- 18	INLET PROTECTION SYSTEM	EA	4.00	240.00	\$960.00
110- 3	REMOVAL OF EXISTING STRUCTURE	SF	1160.00	40.00	\$46,400.00
327- 70- 1	MILLING EXISTING ASPHALT (1")	SY	123.00	88.00	\$10,824.00
334- 1- 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	16.80	2500.00	\$42,000.00
339- 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	3.20	2500.00	\$8,000.00
0400 2 41	CONCRETE CLASS II, PRECAST DECK OVERLAY	CY	21.00	2550.00	\$53,550.00
0450 3 11	PRESTRESSED SLAB UNITS, WIDTH 48", THICKNESS 12"	LF	238.00	153.00	\$36,890.00
0450 3 91	PRESTRESSED SLAB UNITS, VARIABLE WIDTH 30-47", THICKNESS 12"	LF	68.00	270.00	\$18,360.00
0458 1 11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I POURED JOINT WITH BACKER ROD	LF	68.00	75.00	\$5,100.00
411- 1	EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB	GA	5.00	132.00	\$660.00
411- 2	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF	300.00	67.00	\$20,100.00
400- 143	CLEANING AND COATING CONCRETE SURFACES, CLASS 5	SF	484.00	4.00	\$1,936.00
400- 147	COMPOSITE NEOPRENE PADS	CF	4.00	2100.00	\$8,400.00
401- 70- 2	RESTORED SPALL AREAS, LATEX MODIFIED MORTAR-STYRENE- BUTADIENE	CF	18.00	270.00	\$4,860.00
415- 1- 4	REINFORCING STEEL SUPERSTRUCTURE	LB	3200.00	2.00	\$6,400.00
460- 70- 2	ALUMINUM BULLET RAIL, DOUBLE RAIL	LF	33.00	70.00	\$2,310.00
520- 2- 4	CONCRETE CURB TYPE D	LF	24.00	80.00	\$1,920.00
520- 3	CONCRETE CURB AND GUTTER - VALLEY GUTTER	LF	25.00	87.00	\$2,175.00
521- 5- 1	CONCRETE TRAFFIC RAILING-BRIDGE 32" VERTICAL SHAPE or 32" F-Shape	LF	66.00	340.00	\$22,440.00
521- 73	CONCRETE BARRIER WALL - REMOVAL	LF	66.00	130.00	\$8,580.00
522- 1	CONCRETE SIDEWALK, 4" THICK	SY	7.00	360.00	\$2,520.00
522-	CONCRETE SIDEWALK, 6" THICK SUPERSTRUCTURE	SY	19.00	382.00	\$7,258.00



536- 1-1	GUARD RAIL- ROADWAY	LF	75.00	25.00	\$1,875.00
536- 8	GUARD RAIL BRIDGE END ANCHORAGE ASSEMBLY	EA	2.00	3072.00	\$6,144.00
536- 73	GUARD RAIL REMOVAL	LF	100.00	12.00	\$1,200.00
536- 85- 22	GUARD RAIL END ANCHORAGE ASSEMBLY- FLARED	EA	2.00	2752.00	\$5,504.00
570- 1- 2	SOD/PERFORMANCE TURF	SY	20.00	21.00	\$420.00
705- 10- 3	OBJECT MARKERS (TYPE 3)	EA	4.00	250.00	\$1,000.00
706- 3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	10.00	67.00	\$670.00
710- 11- 111	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 6"	NM	0.034	60500.000	\$2,057.00
710- 11- 211	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID, 6"	NM	0.034	60500.000	\$2,057.00

TOTAL BASE BID AMOUNT =	\$20,772.00
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**EXHIBIT "B"**  
**CHANGE ORDER**

CHANGE ORDER NO. \_\_\_\_\_

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**TO: City of Marathon**

**PROJECT: 117<sup>th</sup> Street Bridge Repair, Bridge No 904515**

**CONTRACTOR:    DATE: \_\_\_\_\_**

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This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on **Exhibit "1"** attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages, and/or time adjustments of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$\_\_\_\_\_ under the Agreement will be **[unchanged]** **[changed]** by this Change Order, and (b) the schedule for performance of Work will be **[unchanged]** **[changed]** by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

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CONSENT OF SURETY TO CHANGE ORDER

The Surety Agrees that this change order is not a cardinal change and if the Change Order includes an increase in the Contract amount, then the penal amount of the payment and performance bond issued for this Contract is increased by the dollar amount of this Change Order.

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

THE CITY OF MARATHON  
a Florida municipal corporation

CONTRACTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BOND #** 013 023 472

**Surety:** Liberty Mutual Insurance Company  
**Address:** 175 Berkeley Street  
Boston, Massachusetts 02116

**Phone #** 800-268-1229

This is the front page of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

**Contractor:** Zep Construction, Inc.

**Obligee:** City of Marathon

**Address:** 7802 Jean Boulevard  
Fort Myers, Florida 33967

**Address:** 9805 Overseas Highway  
Marathon, Florida 33050

**Phone #:** 239-267-8778

**Phone #:** 305-743-0033

**Date Issued:** October 9, 2013

**Amount:** \$601,270.00 (Six Hundred and One Thousand Two Hundred Seventy Dollars and Zero Cents)

**Project Description:** 117<sup>th</sup> Street Bridge Repair

**Bridge #:** 904515

**Project Address:** N/A

**Legal Description of Property:** N/A

This is the front page of the bond; all other pages are subsequent regardless of preprinted numbers.

SECTION 00610

PERFORMANCE BOND

BY THIS BOND (the "Bond"), We as Zep Construction, Inc.,  
called CONTRACTOR, and Liberty Mutual Insurance Company,  
hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal  
corporation, hereinafter called CITY, in the amount of \$601,270.00 (Six Hundred and One  
Thousand Two Hundred Seventy \_\_\_\_\_ Dollars and Zero Cents)  
for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal  
representatives, executors, administrators, successors and assigns, jointly and severally, with  
reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title: **117<sup>th</sup> Street Bridge Repair**

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

1. Performs said contract in accordance with its terms and conditions; and
2. Pays CITY all losses, damages (direct and consequential including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that CITY sustains because of a default by CONTRACTOR under the CONTRACT; and
3. Pays CITY and all other amounts due CITY by CONTRACTOR because of a default by CONTRACTOR under the CONTRACT; and
4. Performs the guarantee of all work and materials furnished under the CONTRACT for the time specified in the CONTRACT;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Contract or with the changes, do not affect the Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the City. Any suit under this bond must be initiated before the expiration of the limitation period applicable to common law bonds under Florida Statutes.

CITY

CITY OF MARATHON, FLORIDA

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

The \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

AUTHENTICATION:

\_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF THE  
CITY OF MARATHON ONLY:

\_\_\_\_\_  
City Attorney

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

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

By: \_\_\_\_\_  
(Individual Principal)

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

\_\_\_\_\_  
Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

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

Business Name and Address

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

By: \_\_\_\_\_  
Signature of Individual

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

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

\_\_\_\_\_  
Name and Address of Partnership

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

\_\_\_\_\_  
(Partner)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)

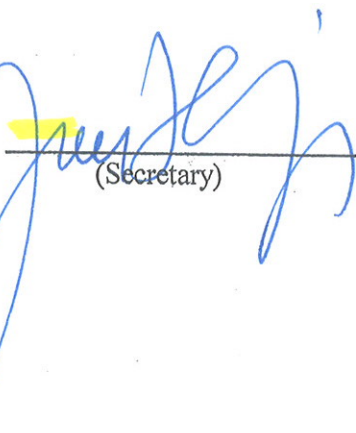
ZEP CONSTRUCTION, INC.

(Type Corporate Principal Name)

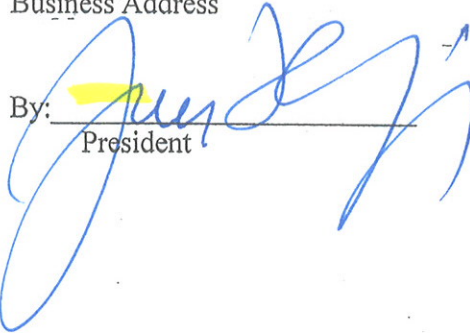
7802 Jean Boulevard

Fort Myers, Florida 33967

Business Address



(Secretary)

By: 

President



SURETY

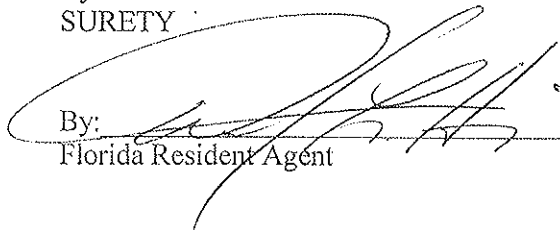


LIBERTY MUTUAL INSURANCE COMPANY

(Type Corporate Surety Name)  
175 Berkeley Street  
Boston, Massachusetts 02116  
Business Address

\_\_\_\_\_  
(Secretary)

By:  
SURETY

By:   
Florida Resident Agent

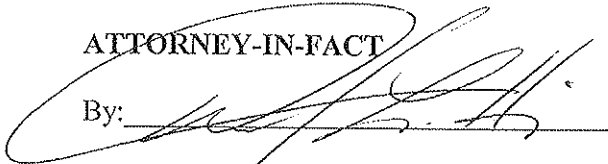
Wendy L. Hingson

(Type Florida Resident's Name)

(239) 275-8226

Florida Agent's Business Telephone Number

ATTORNEY-IN-FACT

By: 

Name Wendy L. Hingson, Attorney-In-Fact  
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent is licensed in Florida.

*IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.*

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for

execution of Performance Bond on behalf of Surety.

SECTION 00620

PAYMENT BOND

BY THIS BOND (the "Bond"), We as Zep Construction, Inc. called CONTRACTOR, and Liberty Mutual Insurance Company hereinafter called SURETY, are bound to the CITY OF MARATHON, a Florida municipal corporation, hereinafter called CITY, in the amount of \$601,270.00 (Six Hundred and One Thousand Two Hundred Seventy— Dollars and Zero Cents) for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written CONTRACT entered into by CONTRACTOR and CITY, for the following:

Contract Title: 117<sup>th</sup> Street Bridge Repair

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the contract;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the CONTRACT or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the CITY.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the 10<sup>th</sup> day of October, 2013.

**WHEN THE PRINCIPAL IS AN INDIVIDUAL:**

Signed, sealed and delivered in the presence of:

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

By: \_\_\_\_\_  
(Individual Principal)

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

\_\_\_\_\_  
Business Address

**WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:**

Signed, sealed and delivered in the presence of:

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

Business Name and Address

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

By: \_\_\_\_\_  
Signature of Individual

**WHEN A PARTNERSHIP:**

Signed, sealed and delivered in the presence of:

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

\_\_\_\_\_  
Name and Address of Partnership

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

By: \_\_\_\_\_  
(Partner)

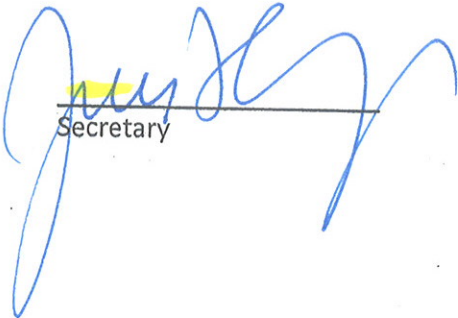
WHEN THE PRINCIPAL IS A CORPORATION:

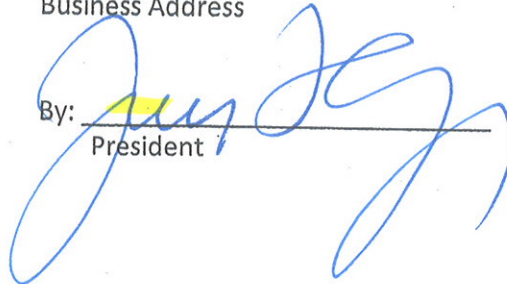
ATTEST:

(Corporate Seal)

ZEP CONSTRUCTION, INC.  
(Corporate PRINCIPAL Name)

7802 Jean Boulevard, Fort Myers, Florida  
Business Address 33967

  
Secretary

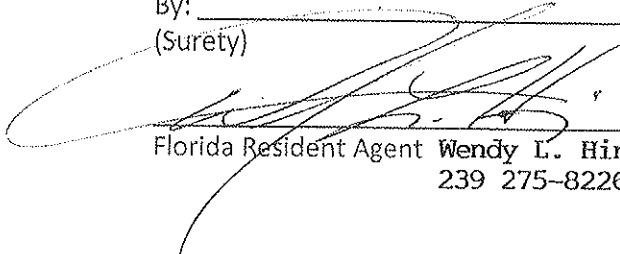
By:   
President



LIBERTY MUTUAL INSURANCE COMPANY  
(Corporate SURETY)  
175 Berkeley Street  
Boston, Massachusetts 02116

Business Address

\_\_\_\_\_  
(Secretary)

By: \_\_\_\_\_  
(Surety)  
  
Florida Resident Agent Wendy L. Hingson  
239 275-8226

ATTORNEY-IN-FACT  
By: \_\_\_\_\_  
Name Wendy L. Hingson, Attorney-In-Fact  
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

***WENDY LEE HINGSON***

*License Number : A296664*

**Resident Insurance License**

• 0220 - GENERAL LINES (PROP & CAS)

**Issue Date**

11/15/2011

**Please Note:** To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater  
Chief Financial Officer  
State of Florida

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5572413

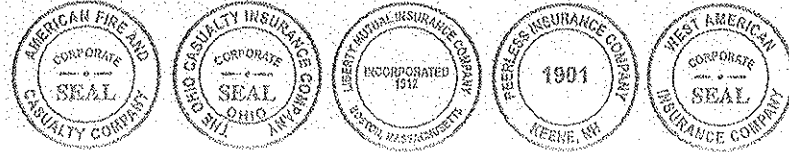
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dawn M. Onzo; Wendy I. Hingson

all of the city of Fort Myers, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of September, 2012.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 17th day of September, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 9th day of October, 20 13.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/9/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Valenti Trobec & Woody, Inc. 4110 Center Point Drive Suite 215 Fort Myers, FL 33916	<b>CONTACT NAME:</b> Wendy L. Hingson <b>PHONE (A/C, No, Ext):</b> 239 275-8226 <b>FAX (A/C, No):</b> 239 275-8837 <b>E-MAIL ADDRESS:</b> whingson@vtw-ins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Zep Construction, Inc. 7802 Jean Boulevard Fort Myers, Florida 33912	<b>INSURER A:</b> Amerisure Mutual Insurance Co      NAIC # 23396	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2013-14 GL, AU, WC, IM      **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	GENERAL LIABILITY	X	Y	GL20792110102	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Incl. Contractual Liability and XCU						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CA20648200402	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	N/A	WC2064822	10/01/2013	10/01/2014	WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
A	Inland Marine			IM2079209020000	10/01/2013	10/01/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							LEASED/RETNED ANY ONE ITEM \$750,000

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

Project: 117th Street Bridge Repair

The City of Marathon is added as Additional Insured as required by written contract and includes Products and Completed Operations. Waiver of Subrogation is provided for Work Comp and General Liability, attached.

### CERTIFICATE HOLDER

City of Marathon  
9805 Overseas Highway  
Marathon, FL 33050

### CANCELLATION

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

Alan Chandler/V510 *Alan P. Chandler*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/9/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Valenti Trobec & Woody, Inc. 4110 Center Point Drive Suite 215 Fort Myers, FL 33916	<b>CONTACT NAME:</b> Wendy L. Hingson <b>PHONE (A/C No. Ext):</b> 239 275-8226 <b>E-MAIL ADDRESS:</b> whingson@vtwi-ns.com		<b>FAX (A/C No.):</b> 239 275-8837
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Zep Construction, Inc. 7802 Jean Boulevard Fort Myers, Florida 33912	<b>INSURER A:</b> Starr Surplus Lines Insurance		<b>NAIC #</b> 13604
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 2013-14 \$5MM Excess                      **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
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			1000020377	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ WC STATUTORY LIMITS    OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Project: 117th Street Bridge Repair

<b>CERTIFICATE HOLDER</b>  City of Marathon 9805 Overseas Highway Marathon, FL 33050	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Wendy Hingson/V510

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under SECTION I - COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph 2, EXCLUSIONS, provisions 1. through 7. of this endorsement amend the policy as follows:

#### 1. LIQUOR LIABILITY

Exclusion c. Liquor Liability is deleted.

#### 2. POLLUTION - HEATING AND AIR CONDITIONING EQUIPMENT

Exclusion f. Pollution or any additional pollution exclusion attached to this Coverage Form shall not apply to "Bodily injury" if sustained within a building that is or was at any time owned or occupied by or rented or loaned to any insured and caused by smoke, fumes, vapor or soot from equipment used to heat or cool the building.

#### 3. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion g. Aircraft, Auto or Watercraft, paragraph (2) is deleted and replaced with the following:

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

Exclusion g. Aircraft, Auto or Watercraft, paragraph (6) is added as follows:

(6) An aircraft that you do not own that is:

(a) Hired;

(b) Rented; or

(c) Loaned to you;

with paid crew for a period of five (5) consecutive days or less.

Paragraph (6) does not apply if the insured has any other insurance for "bodily injury or property damage" liability for such aircraft, whether such other insurance is primary, excess, contingent or on any other basis.

#### 4. PREMISES ALIENATED

A. Exclusion j. Damage to Property, paragraph (2) is deleted.

B. The following paragraph is also deleted from Exclusion j. Damage to Property:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you

#### 5. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion j. Damage to Property, paragraphs (3), (4), and (6) do not apply to the use of elevators.

B. Exclusion k. Damage to Your Product does not apply to:

1. The use of elevators; or

2. Liability assumed under a sidetrack agreement.

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6. PROPERTY DAMAGE/LIABILITY - BORROWED EQUIPMENT

A. Exclusion j. Damage to Property, paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

B. With respect to any one borrowed equipment item, provision 6.A. above does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

7. PRODUCT RECALL EXPENSE

A. Exclusion n. Recall Of Products, Work Or Impaired Property does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:

1. Failure of any products to accomplish their intended purpose;

2. Breach of warranties of fitness, quality, durability or performance;

3. Loss of customer approval or any cost incurred to regain customer approval;

4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;

5. Caprice or whim of the insured;

6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;

7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.

B. Under SECTION III - LIMITS OF INSURANCE, paragraph 3. is replaced in its entirety as follows and paragraph 8. is added:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

a. Damages under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY because of "bodily injury" and "property damage" included in the "products-completed-operations hazard" and

b. "Product recall expenses".

8. Subject to paragraph 5. above, \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

The insurance afforded by provisions 1. through 7. of this endorsement is excess over any valid and collectible insurance (including any deductible) available to the insured whether primary, excess or contingent, and SECTION IV., paragraph 4. Other Insurance is changed accordingly.

8. CONTRACTUAL LIABILITY - PERSONAL AND ADVERTISING INJURY

Under SECTION 1 - COVERAGE B., paragraph 2. Exclusions, paragraph e. Contractual Liability is deleted.

9. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, paragraphs 1.b. and 1.d. are deleted and 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.

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 \$500 a day because of time off from work.

10. BROADENED WHO IS AN INSURED

SECTION II - WHO IS AN INSURED is deleted and replaced with the following:

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision 11. of this endorsement.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only;

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
  - (1) They are legally incorporated entities; and
  - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization other than an architect, engineer, or surveyor, which requires in a "work contract" that such person or organization be made an insured under this policy. However, such person or organization shall be an insured only with respect to covered "bodily injury," "property damage," and "personal and advertising injury" that results from "your work" under that "work contract." The coverage afforded to such people or organization will continue only for a period of thirty (30) days after the effective date of the applicable "work contract" or, until the end of the policy term, whichever is earlier. However, if you report to us within the 30-day period stated above the name of the person or organization, as well as the nature of the "work contract" involved, the coverage afforded under this Coverage Form to such people or organization shall continue until the expiration of this policy. This paragraph f. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.
- g. Any person or organization to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the maintenance or use of that part of any premises leased to you, including common or public areas about such premises if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- h. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- i. Any person or organization who is the lessor of equipment leased to you to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use by you of such equipment.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- j. Any architect, engineer, or surveyor engaged by you but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specification; or
- (2) Supervisory, inspection, or engineering services.

This paragraph J, does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.

k. Any manager, owner, lessor, mortgagee, assignee or receiver of premises, including land leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises or land leased to you.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy that premises, or cease to lease the land; or
- (2) Structural alteration, new construction or demolition operations performed by or on behalf of that person or organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded until the end of the policy period.
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- d. Coverage A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

4. Any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, is an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

This insurance does not apply to any insured person or organization from which you have acquired "your products", or any ingredient, part of container, entering into, accompanying or containing "your products".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### 11. INCIDENTAL MALPRACTICE LIABILITY

As respects provision 10., SECTION II - WHO IS AN INSURED, paragraph 2.a.(1)(d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under SECTION III - LIMITS OF INSURANCE, provisions 12. and 13. of this endorsement amend the policy as follows:

#### 12. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

#### 13. INCREASED MEDICAL PAYMENTS LIMIT AND REPORTING PERIOD

A. The requirement under SECTION I - COVERAGE C MEDICAL PAYMENTS that expenses be incurred and reported to us within one year of the date of the accident is changed to three years.

B. SECTION III - LIMITS OF INSURANCE, paragraph 7., the Medical Expense Limit, is subject to all of the terms of SECTION III - LIMITS OF INSURANCE and is the greater of:

1. \$10,000; or

2. The amount shown in the Declarations for Medical Expense Limit.

C. This provision 13. does not apply if COVERAGE C MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Form or by endorsement.

#### 14. LEGAL LIABILITY (SPECIFIC PERILS)

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of SECTION I - COVERAGE A, paragraph 2. Exclusions;

2. SECTION IV, paragraph 4.b. Excess Insurance.

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in SECTION III - LIMITS OF INSURANCE, paragraph 6., is replaced by a new limit, which is the greater of:

1. \$300,000; or

2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision 14. does not apply if the Damage To Premises Rented To You Liability of SECTION I - COVERAGE A is excluded either by the provisions of the Coverage Form or by endorsement.

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, provisions 15. through 17. of this endorsement amend the policy as follows:

#### 15. KNOWLEDGE OF OCCURRENCE

Under 2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit, paragraph a. is deleted and replaced and paragraphs e. and f. are added as follows:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. 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

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- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

## 16. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph 6. Representations is deleted and 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;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this coverage part if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by the Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

## 17. BLANKET WAIVER OF SUBROGATION

Paragraph 8. Transfer of Rights Of Recovery Against Others To Us is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract; or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

## 18. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph 2. b. of A. Cancellation of the COMMON POLICY CONDITIONS is deleted and replaced with the following:

- b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 9. When We Do Not Renew is deleted and replaced with the following:

### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## 19. MOBILE EQUIPMENT REDEFINED

Under SECTION V - DEFINITIONS, paragraph 12, "Mobile equipment", paragraph f, (1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## 20. LIMITED ELECTRONIC DATA LIABILITY

A. The following paragraph is added to SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$25,000.

B. For this provision 20. only, SECTION V - DEFINITIONS, paragraph 17, "Property Damage" is replaced by the following:

17. "Property damage" means:

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

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

## 21. DEFINITIONS

1. SECTION V - DEFINITIONS, paragraph 4, "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. SECTION V - DEFINITIONS is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

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

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and

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- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
- (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
  - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

"Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

"Work contract" means a written agreement between you and one or more parties for work to be performed by you or on your behalf.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2013 Policy No. WC 2064822

Endorsement No.

Insured Zep Construction, Inc.

Premium \$

Insurance Company Amerisure Mutual Insurance Company

Countersigned by

