

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2016, by and between the CITY OF VENICE, FLORIDA, a Municipal Corporation (hereinafter called "OWNER") and, KING ENGINEERING ASSOCIATES, INC., whose address is 2930 University Parkway, Sarasota, FL 34234 (hereinafter called "CONSULTANT").

WHEREAS, pursuant to Request for Qualifications #3032-16, the OWNER has advertised for professional consulting services which will consist of Engineering Services for Capital Projects (hereinafter, "Engineering Services") deemed necessary by OWNER.

WHEREAS, pursuant to Section 287.055, Florida Statutes (F.S.), and the applicable procedures of the OWNER, the OWNER selected the CONSULTANT to provide said Engineering Services.

WHEREAS, the CONSULTANT is willing and able to perform such Engineering Services for the OWNER within the basic terms and conditions hereinafter set forth.

WHEREAS, the purpose of this AGREEMENT is not to authorize a specific project but to set forth certain terms and conditions which may be incorporated into subsequent "Work Assignments" for specific projects or services when required; and

NOW THEREFORE in consideration of the premises and mutual covenants herein contained, it is hereby agreed that the CONSULTANT shall serve as the OWNER's professional representative for those Work Assignments to which this AGREEMENT applies, and will give consultation and advice to the OWNER during the performance of the Engineering Services on the terms and conditions hereinafter set forth.

OWNER shall, from time to time at its sole discretion, authorize CONSULTANT in writing to provide professional services under the terms of this AGREEMENT. Said authorization will be referred to herein as a "Work Assignment" a form for which is attached hereto as ATTACHMENT A. Work Assignments will, by mutual agreement, set forth (1) the scope of services, (2) the deliverables (3) the time of performance, (4) method and amount of compensation, (5) the provisions of Sections 1 and 2 of this AGREEMENT which are applicable, and (6) any other provisions or conditions that may apply to that particular Work Assignment. The provisions in Sections 3 thru 6 of this AGREEMENT will apply to each and every Work Assignment unless otherwise agreed to in writing.

SECTION 1 BASIC SERVICES OF THE CONSULTANT

1.1 General

OWNER requires CONSULTANT to provide civil engineering and related services with respect to Site Planning, Utilities (Water, Wastewater & Reuse), Stormwater, Site Improvements, Landscaping, Transportation, Structural & related fields and other public works projects owned and/or operated by the OWNER.

CONSULTANT shall have the capability to provide the following services:

1.1.1 Provide Civil Engineering services for a variety of projects including, but not limited to site design, structural analysis and design, transportation, stormwater, utilities, Construction Engineering Inspection (CEI) including Resident Compliance Specialist and other related tasks.

1.1.2 Preliminary and final design and estimate of cost for infrastructure and site improvements.

1.1.3 Prepare plans and specification for bidding, permits submittals, and administrative services during construction for construction projects.

1.1.4 Provide construction phase services such as preconstruction, review of shop drawings, field visits, testing and start-up, inspection responsibilities, certification and preparation of record drawings.

1.1.5 Act as certified expert regarding engineering, construction and maintenance issues as required.

1.1.6 Perform value engineering on an as-needed basis.

1.1.7 Prepare grant applications for various funding sources including monitoring grant condition compliance and reporting.

1.1.8 Provide expertise on obtaining and modifying regulatory permits from the Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), Department of Health (DOH), Florida Department of Transportation (FDOT), Sarasota County and other related permitting agencies. Stormwater system design, permitting and modeling to meet SWFWMD regulatory requirements and updating of the Sarasota County adopted riverine models.

1.1.9 Provide technical assistance during flood and risk map updates.

- 1.1.10 Using City compatible software, provide modeling services, including “what-if” alternatives and recommendations for stormwater and utility applications.
- 1.1.11 Utilizing ArcGIS to update and maintain City stormwater inventory.
- 1.1.12 Develop a Stormwater Master Plan including future capital improvement project analysis. Assist in annual report writing to permitting authorities.
- 1.1.13 Perform rate study and evaluate Stormwater Utility Fee schedule.
- 1.1.14 Design of Low Impact Development Stormwater facilities, such as bio-swales and rain gardens.
- 1.1.15 Preliminary design and preparation of plans and specifications to bid transportation project including intersection improvements, road construction, signalization upgrades, congestion management, safety improvements and other related projects including bid phase services, construction observation and final project certifications.
- 1.1.16 Design, permitting and construction oversight including bid and final certification services for multi-modal improvements including pedestrian, bicycle, combined use and transit facilities.
- 1.1.17 Traffic studies and transportation impact analysis, modeling and turning movement studies.
- 1.1.18 Structural engineering for City facilities such as docks, piers, boardwalks, roads, buildings, bridges and other structures. Urban Design and Permitting including conceptual plans, site planning, grant applications and related activities such as landscape architecture services, lighting, etc.

END OF SECTION 1

SECTION 2 ADDITIONAL SERVICES OF CONSULTANT

2.1 General

If requested by OWNER and agreed to in a Work Assignment, CONSULTANT will furnish (or obtain from others) Additional Services which may include, but are not necessarily limited to, the following:

2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project or any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 Providing renderings or models for OWNER's use.

2.1.5 Preparing documents for alternate bids requested by OWNER for contractor(s), work, which is not executed, or documents for out-of-sequence work.

2.1.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7 Furnishing the services of special consultants for other than Basic Services, as set forth in Section 1 herein, and providing data or services of the types described in paragraph 3.3 when OWNER authorizes CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3

2.1.8 Services resulting from the award of more than one separate prime contract for construction, materials, equipment or services for the Project and services resulting from the

arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

2.1.9 Providing any type of property surveys or field surveys for design purposes and engineering surveys and staking to enable contractor(s) to proceed with their work; and providing other special field surveys.

2.1.10 Services in connection with change orders to reflect changes required by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered; services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to Drawings and Specifications occasioned thereby; services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages; and services in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.

2.1.11 Services during out-of-town travel required of CONSULTANT other than visits to the site as required by Section 1.

2.1.12 Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by contractor(s) to CONSULTANT and which CONSULTANT considered significant.

2.1.13 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than thirty (30) days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by any contractor(s).

2.1.14 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.15 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.16 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.

2.1.17 Assistance in the preparation of ordinances.

2.1.18 Assistance in the preparation of agreements between the OWNER and others (including, but not limited to, other units of government, developers, districts and authorities and special legislative acts.)

2.1.19 Special studies, reports, investigations or analyses (such as soils investigations, hydrogeological studies, water quality analyses, infiltration and inflow studies), briefings documents, executive summaries.

2.1.20 Additional services in connection with the project, including services normally furnished by OWNER and services not otherwise provided for in this AGREEMENT.

2.2 Resident Services During Construction

2.2.1 If requested by OWNER and agreed to in a Work Assignment, a Resident Project Representative will be furnished and will act as directed by CONSULTANT in order to assist CONSULTANT in observing performance of the work of contractor(s). Such services will be paid for by OWNER as indicated in the Work Assignment.

2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be as set forth in the Work Assignment.

2.2.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor(s); but the furnishing of such Resident Project Representative will not make CONSULTANT responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for the failure of contractor(s) to perform their work in accordance with the Contract Documents.

2.2.4 If OWNER designates another person to represent OWNER at the Project site who is not CONSULTANT's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of CONSULTANT under this AGREEMENT will be set forth in an exhibit that is to be identified, attached to and made a part of the Work Assignment before such services begin.

END OF SECTION 2

SECTION 3 OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.2 Assist CONSULTANT by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.3 If available, furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services (except to the extent provided otherwise in the Work Assignment to accomplish such work), data prepared by or services of others, including without limitation borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in Section 2; all of which CONSULTANT may use and rely upon in performing the Engineering Services.

3.4 If available, provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in the Work Assignment to accomplish such work) to enable contractor(s) to proceed with the layout of the work.

3.5 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.7 Designate, in writing, a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT if that representative is to be other than the City Manager or his authorized representative. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.

3.8 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of contractor(s).

3.9 Furnish, or direct CONSULTANT to provide necessary Additional Services as stipulated in Section 2 of this AGREEMENT or other services as required.

END OF SECTION 3

SECTION 4 PERIOD OF SERVICE

4.1 Term of Agreement

This AGREEMENT shall continue in full force for a period of three (3) years from the date of signing by the OWNER. It may be renewed in two (2) one-year increments by written notice from the OWNER up to a maximum of five (5) years, or until terminated in accordance with SECTION 6.

4.2 Work Assignment

Each Work Assignment shall specify the Period of Service agreed to by OWNER and CONSULTANT for services to be rendered under said Work Assignment.

4.3 Orderly and Continuous Progress

The provisions of this Agreement and each Work Assignment (unless stated otherwise) anticipate the orderly and continuous progress of the Project(s). If specific dates or specific periods of time for performance are exceeded through no fault of CONSULTANT, all rates, measures, and amounts of compensation shall be subject to equitable adjustment.

END OF SECTION 4

SECTION 5 PAYMENTS TO CONSULTANT

5.1 Methods of Compensation

Within each Work Assignment the OWNER and CONSULTANT may agree on, but not be limited to, one of the following methods of compensation. If a different method of compensation is to be used, the Work Assignment will set forth the basis for such compensation.

5.1.1 Hourly Rates Method

OWNER shall pay CONSULTANT for services rendered an amount based on CONSULTANT's current Hourly Rate for services rendered by principals and employees assigned to the Project (ATTACHMENT B). CONSULTANT's Hourly Rate Schedule may be amended annually upon written request by CONSULTANT to OWNER. In addition to the charges for labor, OWNER will pay for Direct Project Expenses and Special Consultants. CONSULTANT will invoice OWNER monthly.

5.1.2 Lump Sum Method

For services rendered the OWNER shall pay the CONSULTANT a lump sum fee including or excluding Direct Project Expenses and Special Consultants as mutually agreed upon and set forth in the Work Assignment. CONSULTANT will invoice OWNER monthly based upon CONSULTANT's estimate of the percentage of the total services actually completed at the time of billing, and attach a full narrative to the invoice for work performed.

5.2 Special Consultants

For services and direct project expenses of Special Consultants employed by the CONSULTANT to render Additional Services, the OWNER will be invoiced the amount billed to CONSULTANT thereof times a factor of 1.00. Special Consultants include, but are not limited to: aerial photogrammetrists; surveyors; laboratory testing; soils investigations, testing, and geotechnical engineering; and other services of a similar nature.

5.3 Direct Project Expenses

Direct Project Expenses include the actual expenses incurred in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls; reproduction of reports, Drawings, Specifications, and similar project-related items; and other expenses of a similar nature. Owner will be invoiced the amount of actual expenses billed to CONSULTANT times a factor of 1.00. OWNER will not be charged for travel expenses between CONSULTANT's offices and Venice.

5.4 Computer Services

Costs for computer services, such as microcomputer equipment and software for word processing, computer-aided drafting, and spreadsheets will not be considered Direct Project Expenses and will not be invoiced. CONSULTANT shall provide all electronic documents, reports, executive summaries, etc., in such format(s) that are compatible with OWNER's existing computer software.

5.5 Payments by Owner

Monthly invoices shall be paid by OWNER in accordance with the Florida Prompt Payment Act, Sections 218.70 – .80, F.S. Further, any disputes regarding any of CONSULTANT's invoices hereunder shall be resolved in accordance with Section 218.76, F.S. CONSULTANT's invoices shall be accompanied by CONSULTANT's written description of work accomplished as described in the invoice.

5.6 Late Payment

If OWNER fails to timely make any payment due CONSULTANT for services and expenses under any undisputed invoice, the CONSULTANT may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until it has been paid in full all amounts due for services and expenses. Any portion of an invoice that is disputed by the OWNER in accordance with paragraph 5.5 shall not be considered due for the purposes of this paragraph until the matter is resolved in accordance with the procedures provided herein.

5.7 Overtime

Overtime premium will be paid by the OWNER only if authorized in advance for work to be performed to meet a particular deadline for which there is insufficient time to accomplish the task during normal hours, through no fault of the CONSULTANT. If overtime premium is authorized by OWNER, it shall be defined as standard hourly rates or salary and wages times 1.5 for all those overtime hours worked.

5.8 Taxes

OWNER shall pay all applicable sales taxes or provide to CONSULTANT the appropriate tax exemption number.

5.9 Truth-in-Negotiation Certification

In accordance with Section 287.055(5)(a), F.S., for any professional service authorized by a Work Assignment pursuant to this contract in which the fee is over \$150,000, CONSULTANT hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said Work Assignment. The original contract price set forth in said Work Assignment and any additions thereto shall be adjusted to exclude any

significant sums by which the OWNER determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the Work Assignment.

END OF SECTION 5

SECTION 6 GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide further services under this AGREEMENT may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Either party may terminate without cause upon thirty (30) days written notice. In the event all or any portion of the work prepared or partially prepared by CONSULTANT is suspended, abandoned, or terminated, the OWNER shall pay CONSULTANT for the work performed on an hourly basis not to exceed any maximum contract amount specified herein.

6.2 Reuse of Documents

All documents including Drawings and Specifications prepared by CONSULTANT pursuant to this AGREEMENT shall, upon payment in full to CONSULTANT, become property of the OWNER. Provided, however, that none of the documents or materials is intended or represented by CONSULTANT to be suitable for reuse by the OWNER, or others on any extension of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT.

6.3 Deliverables. Public Records

Each "Work Assignment" shall describe the number and type of Deliverables, which are to be provided by CONSULTANT to OWNER. Said Deliverables shall become a Public Record upon receipt by OWNER and OWNER shall be the custodian thereof in accordance with Florida Statutes Chapter 119 (Public Records Law).

6.4 Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes, computer data files, and calculations, generated or obtained by CONSULTANT as a result of services rendered on behalf of OWNER pursuant to this AGREEMENT, shall be the property of the OWNER.

6.5 Successors and Assigns

6.5.1 OWNER and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

6.5.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this

AGREEMENT without the written consent of the other, except as stated in paragraph 6.5.1 and except to the extent that the effect of this limitation may be restricted by law. 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 this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

6.5.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

6.6 Waiver

The failure or delay of any party at any time to require performance by another party of any provision of this AGREEMENT, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this AGREEMENT shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this AGREEMENT. No notice to or demand on any party in any circumstances shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

6.7 Governing Law

This AGREEMENT is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

6.8 Severability

Wherever possible, each provision of this AGREEMENT shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this AGREEMENT be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this AGREEMENT.

6.9 Section Headings

The section headings herein are included for convenience only and shall not be deemed to be a part of this AGREEMENT.

6.10 Right of Third Parties

Unless expressly stated herein to the contrary, nothing in this AGREEMENT, whether express or implied, is intended to confer any rights or remedies under or by reason of this AGREEMENT on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this AGREEMENT is intended to relieve or discharge the obligation or liability of

any third persons to any party to this AGREEMENT, nor shall any provision give any third persons any right of subrogation or action over or against any party to this AGREEMENT.

6.11 Merger Clause

This instrument constitutes the entire AGREEMENT between the parties hereto with respect to the subject matter hereof. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this AGREEMENT. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this AGREEMENT even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this AGREEMENT other than those specifically set forth herein. This AGREEMENT can only be modified in a writing signed by the parties hereto and their duly authorized agents.

6.12 Notices

All notices, certifications or communications required by this AGREEMENT shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to OWNER:

Edward Lavallee, MPA
City Manager
City of Venice
401 West Venice Avenue
Venice, Florida 34285
Phone: 941-486-2626
Fax: 941-496-2790

If to CONSULTANT:

O. Denise Greer, P.E.
Vice President
King Engineering Associates, Inc.
2930 University Parkway
Sarasota, FL 34243
Phone: 941-358-6500
Fax: 941-358-6540

Either party may change its address for purpose of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph

6.13 Remedies: Attorneys' Fees and Costs.

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this AGREEMENT, or because of an alleged dispute, breach, default or misrepresentation in connection

with any provision of this AGREEMENT, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

6.14 Jurisdiction and Venue

The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this AGREEMENT occurred or shall occur in Sarasota County, Florida. Any civil action or legal proceeding arising out of or relating to this AGREEMENT shall be brought only in the courts of record of the State of Florida in Sarasota County or the United States District Court, Middle District of Florida, Tampa Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this AGREEMENT, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

6.15 Force Majeure

Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this AGREEMENT, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which Services may be continued.

6.16 Prohibition Against Contingent Fees.

In accordance with Section 287.055(6)(a), F.S., the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the OWNER shall have the right to terminate the AGREEMENT without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

6.17 Mediation

The parties agree that no action shall be brought hereunder in any court unless the parties have first considered using mediation to resolve the dispute.

6.18 Liability and Limitation of Liability

6.18.1 Before performing any Engineering Services under this AGREEMENT, CONSULTANT shall procure and maintain, during the life of the AGREEMENT, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the OWNER and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent": VII. No changes are to be made to these specifications without prior written specific approval by the OWNER's Risk Management Office.

6.18.2 WORKERS COMPENSATION: CONSULTANT will provide Workers Compensation Insurance, on behalf of all employees who are to provide a service under this AGREEMENT, as required under Florida Laws, Chapter 440, AND Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

6.18.3 COMMERCIAL GENERAL LIABILITY - including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this AGREEMENT.

6.18.4 AUTOMOBILE LIABILITY including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this AGREEMENT.

6.18.5 PROFESSIONAL LIABILITY - with limits of not less than \$1,000,000 for professional services rendered in accordance with this AGREEMENT. CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this AGREEMENT and during this two (2)-year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the AGREEMENT, the CONSULTANT shall notify the OWNER's Administrative Services Department within thirty (30) days of the change.

6.18.6 POLICY FORM

6.18.6.1 All policies, required by this AGREEMENT, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by the OWNER's Administrative Services Director, are to be written on an occurrence basis, shall name the City of Venice, its Council Members, Officers, Agents (defined as Agents in a written agreement with the OWNER), Employees and

volunteers as additional insured as their interest may appear under this AGREEMENT. Insurer(s), with the exception of Professional Liability and Worker Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Council Members, Officers, Agents (defined as Agents in a written agreement with the OWNER), Employees or Volunteers.

6.18.6.2 Insurance requirements itemized in this AGREEMENT, and required of the CONSULTANT, shall be provided by or in behalf of all subcontractors to cover their operations performed under this AGREEMENT. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

6.18.6.3 Each insurance policy required by this AGREEMENT shall:

6.18.6.3.1 Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

6.18.6.3.2 Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the OWNER's Administrative Service Department.

6.18.6.4 OWNER shall retain the right to review, at any time, coverage, form, and amount of insurance.

6.18.6.5 The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

6.18.6.6 The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this AGREEMENT and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the OWNER is an insured under the policy.

6.18.6.7 Claims made policies will be accepted for professional and hazardous materials and such other risks as are authorized by the OWNER's Administrative Service Department. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

6.18.6.8 Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this AGREEMENT, as well as the OWNER's proposal/contract number and description of work, are to be furnished to the OWNER's Risk Management Office (401 West Venice Avenue, Venice, FL 34285) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the OWNER's Administrative Service Department before the CONSULTANT will be allowed to commence or continue work.

6.18.6.9 Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this AGREEMENT, shall be provided to the CONSULTANT'S insurance company and the OWNER's Administrative Service Department as soon as practicable after notice to the insured.

6.18.7 Indemnity

CONSULTANT shall indemnify and hold harmless OWNER and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the AGREEMENT.

6.19 Construction Cost Estimating

Any opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the OWNER. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the OWNER.

6.20 Construction Job Site Conditions

The OWNER agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. In the performance of the Engineering Services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar localities.

6.21 Licenses

CONSULTANT shall procure and keep in force during the term of this AGREEMENT all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for CONSULTANT to render its services hereunder. CONSULTANT shall require all specialty consultants to comply with the provisions of this paragraph.

6.22 CONSULTANT Not Agent of OWNER

The CONSULTANT is not authorized to act as the OWNER's agent hereunder and shall have no authority, express or implied, to act for or bind the OWNER hereunder, either in CONSULTANT's relations with specialty consultants, or in any other manner whatsoever except as elsewhere provided for herein. CONSULTANT is not an "Agency" acting on behalf of OWNER as defined in Section 119.011, F.S.

6.23 Amendment

The provisions of this AGREEMENT may not be amended, supplemented, waived, or changed orally, but only by writing making specific reference to this AGREEMENT signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought. No amendment to this AGREEMENT shall be effective except those agreed to in writing and signed by both of the parties to this AGREEMENT.

6.24 Accounting Records

For each project authorized by OWNER, CONSULTANT will maintain accounting records which will include timecards, job cost records, invoices, and such other data necessary to identify project costs. Said records will be made available to OWNER's authorized financial personnel for inspection at CONSULTANT's office upon request.

6.25 Validity Severability and Reformation

The validity, interpretation, construction and effect of this AGREEMENT shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

6.26 Public Records

CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the Engineering Services. Upon the request of the OWNER's Custodian of Public Records, CONSULTANT shall provide the OWNER with copies of or access to public records on the same terms and conditions that OWNER would provide the records and at a cost that does not exceed the cost provided by Florida law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the AGREEMENT and following completion of the AGREEMENT if the CONSULTANT does not transfer the records to the OWNER; and upon completion of the AGREEMENT by transferring, at no cost, to OWNER all public records in possession of CONSULTANT or by keeping and maintaining all public records required by the OWNER to perform the Engineering Services. If the CONSULTANT transfers all public records to the OWNER upon completion of the AGREEMENT, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the AGREEMENT, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER's custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

6.27 Mutual Waiver of Consequential Damages

On behalf of themselves, their governing officers and employees, the parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative construction means or methods, or losses of funding.

6.28 Entire Agreement

This AGREEMENT and the contract documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This AGREEMENT shall be binding upon the successors and assigns of the parties.

END OF SECTION 6

SIGNATURES ON NEXT PAGE

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ATTACHMENT A
SAMPLE WORK ASSIGNMENT

**WORK ASSIGNMENT NO. _____ PURSUANT TO
THE date of AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND**

WHEREAS, on _____, 2016, the City of Venice, Florida ("OWNER") and _____ ("CONSULTANT"), entered into an Agreement whereby the CONSULTANT would perform professional services for the OWNER pursuant to an executed Work Assignment; and

WHEREAS, the OWNER wishes to authorize the CONSULTANT to perform professional services concerning _____ as more particularly described in the Scope of Services herein; and

WHEREAS, the CONSULTANT wishes to perform such professional services,

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the _____, 2016, Agreement and this Work Assignment, the parties agree as follows:

1. General description of the project.
2. Scope of services to be performed. CONSULTANT shall perform the services described in the Scope of Services attached hereto as Attachment "A".
3. Compensation to be paid. OWNER shall pay the CONSULTANT the sum of ***Number in words*** (\$XXXX.XX) for performance of the professional services specified in this Work Assignment.
4. Time for completion. CONSULTANT shall complete the professional design services specified in this Work Assignment within ***Number in words (XX)*** days from the date of this Work Assignment, and will provide the bidding and construction phase services in accordance with the construction schedule to be determined by OWNER.
5. The terms and conditions of the _____, 2016, Agreement shall remain in full force and effect until the completion of this Work Assignment

IN WITNESS WHEREOF, the parties have executed this Work Assignment on the ____ day of _____, 201_.

CITY OF VENICE, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

ATTACHMENT B
CONSULTANT'S HOURLY RATES

Billing Classification	Rate
Construction Manager.....	\$117.00
Consultant 1	\$160.00
Designer 1	\$75.00
Designer 2	\$80.00
Designer 3	\$85.00
Designer 4	\$91.00
Designer 5	\$96.00
Designer 6	\$107.00
Designer 7	\$117.00
Engineer 1	\$85.00
Engineer 2	\$91.00
Engineer 3	\$96.00
Engineer 4	\$101.00
Engineer 5	\$112.00
Engineer 6	\$123.00
Engineer 7	\$128.00
Engineer 8	\$139.00
Engineer 9	\$149.00
Engineer 10	\$160.00
Environ Scientist 1	\$72.00
Environ Scientist 2	\$85.00
Environ Scientist 3	\$96.00
Environ Scientist 4	\$130.00
Environ Scientist 5	\$139.00
Environ Scientist 6	\$149.00
Environ Scientist 7	\$160.00
Field Coordinator 1	\$64.00
Field Coordinator 2	\$69.00
Field Coordinator 3	\$75.00
Field Coordinator 4	\$85.00
Field Coordinator 5	\$90.00
Field Coordinator 6	\$96.00
Field Coordinator 7	\$101.00
Field Coordinator 8	\$107.00
Field Coordinator 9	\$117.00
Field Coordinator 10	\$123.00
Field Coordinator 11	\$128.00
Land Surveyor 1	\$96.00
Land Surveyor 2	\$107.00
Land Surveyor 3	\$117.00
Land Surveyor 4	\$133.00
Land Surveyor 5	\$160.00
Landscape Architect 1	\$96.00
Landscape Architect 2	\$107.00
Landscape Architect 3	\$117.00
Landscape Architect 4	\$128.00
Landscape Architect 5	\$139.00
Landscape Architect 6	\$149.00
Landscape Architect 7	\$160.00
Nonbillable	\$0.00
Planner 1	\$75.00
Planner 2	\$91.00

ATTACHMENT B CONSULTANT'S HOURLY RATES

Planner 3	\$107.00
Planner 4	\$123.00
Planner 5	\$160.00
Principal.....	\$232.00
Project Manager 1	\$112.00
Project Manager 2	\$117.00
Project Manager 3	\$123.00
Project Manager 4	\$128.00
Project Manager 5	\$133.00
Project Manager 6	\$139.00
Project Manager 7	\$144.00
Project Manager 8	\$149.00
Project Manager 9	\$155.00
Project Manager 10	\$160.00
Project Manager 11	\$171.00
Project Manager 12	\$181.00
Project Manager 13	\$192.00
Project Manager 14	\$203.00
Survey Crew - 1 Man	\$75.00
Survey Crew - 2 Man	\$112.00
Survey Crew - 3 Man....	\$144.00
Survey Crew - 4 Man	\$160.00
Survey Crew - GPS.....	\$160.00
Survey Crew - N/C	\$0.00
Technician 1	\$59.00
Technician 2	\$64.00
Technician 3	\$69.00
Technician 4	\$75.00
Technician 5	\$80.00
Technician 6	\$85.00
Technician 7	\$91.00
Technical Support 1	\$57.00
Technical Support 2	\$64.00
Technical Support 3	\$80.00
Technical Support 4	\$96.00
Technical Support 5	\$117.00
Transportation Planner 1	\$85.00
Transportation Planner 2	\$96.00
Transportation Planner 3	\$107.00
Transportation Planner 4	\$123.00
Transportation Planner 5	\$160.00

Reimbursables: Cost plus 15%

Mileage: \$.55/mile in accordance with IRS published rates. (May be adjusted accordingly.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2016

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).

PRODUCER Brown & Brown Insurance - Clearwater P.O. Box 2456 Suite 660 Clearwater FL 33757-2456	CONTACT NAME: Anja	
	PHONE (A/C, No, Ext): 727-461-6044 FAX (A/C, No): 727-442-7695	
INSURED King Engineering Assoc., Inc. 4921 Memorial Hwy Ste 300 Tampa FL 33634	E-MAIL ADDRESS: amakosky@bbpinellas.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire Insurance Co.	NAIC # 25615
	INSURER B: Phoenix Insurance Co.	25623
	INSURER C: Travelers Prop Cslty Co of Am	25674
	INSURER D: Travelers Cslty & Surety Co.	19038
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 988849408

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6305G110428	1/1/2016	1/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8105G126309	1/1/2016	1/1/2017	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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP5G110428	1/1/2016	1/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	UB5G11182A	1/1/2016	1/1/2017	<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

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

Certificate Holder is additional insured per the terms of the liability policy with respect to Bodily Injury or Property Damage arising from the work performed by the named insured which includes Blanket Contractual Liability. Waiver of Subrogation for General Liability and Workers Compensation applies to additional insureds Blanket form.
City of Venice, Its Council Members, Officers, Agents (defined as Agents in a written agreement with the City), Employees and volunteers are listed as additional insured for General Liability and Automobile Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Venice
401 West Venice Avenue
Venice, FL 34285

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

William T. Hancock

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CERTIFICATE OF LIABILITY INSURANCE

KINGE-2

OP ID: SG

DATE (MM/DD/YYYY)

01/05/2016

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).

PRODUCER Shea Barclay (Tampa) Mike Shea 100 No. Tampa St., Ste 3530 Tampa, FL 33602 Mike Shea		Phone: 813-251-2580 Fax: 813-251-2585	CONTACT NAME: Sandy Garrick PHONE (A/C, No. Ext.): 407-321-0991 FAX (A/C, No.): 407-321-0993 E-MAIL ADDRESS: sgarrick@sheabarclay.com
INSURED King Engineering Assoc., Inc. Thomas O'Connor 4921 Memorial Highway #300 Tampa, FL 33634		INSURER(S) AFFORDING COVERAGE INSURER A: AmTrust North America Inc INSURER B: INSURER C: INSURER D: 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> 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 \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof Liability			SES1330952	01/01/2016	01/01/2017	Occ 2,000,000 Agg 4,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITY OF VENICE City of Venice 401 West Venice Ave. Venice, FL 34285	VENICE1 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 Mike Shea
--	---

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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 ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN
THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT
OR AGREEMENT .

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 01/01/2016

Policy No. UB5G11182A

Endorsement No.

Insured

Premium \$

KING ENGINEERING ASSOC INC
Insurance Company

Countersigned by _____

TRAVELERS CASUALTY & SURETY CO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| <ul style="list-style-type: none"> A. Broadened Named Insured B. Blanket Additional Insured – Broad Form Vendors C. Damage To Premises Rented To You <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 D. Blanket Waiver Of Subrogation E. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises F. Blanket Additional Insured – Lessors Of Leased Equipment G. Incidental Medical Malpractice H. Personal Injury – Assumed By Contract | <ul style="list-style-type: none"> I. Amended Bodily Injury Definition J. Bodily Injury To Co-Employees And Co-Volunteer Workers K. Aircraft Chartered With Crew L. Non-Owned Watercraft – Increased From 25 Feet To 50 Feet M. Increased Supplementary Payments <ul style="list-style-type: none"> • Cost of bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day N. Knowledge And Notice Of Occurrence Or Offense O. Unintentional Omission P. Reasonable Force – Bodily Injury Or Property Damage |
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PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

2. The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to pro-

vide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.

- b. The insurance provided to such vendor does not apply to:

- (1) "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;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in "your products" made intentionally by such vendor;
- (4) 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;
- (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (7) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

C. DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of Paragraph 2., Exclusions, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

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

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance.

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

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

2. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

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

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

- a. \$300,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from such fire, explosion, or lightning; or
- (5) Water.

is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

E. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have

signed and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

G. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

- 2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services"

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

- 3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

- 5. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**.

H. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following replaces Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

e. Contractual Liability

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

I. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

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

J. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

K. AIRCRAFT CHARTERED WITH CREW

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

L. NON-OWNED WATERCRAFT

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

- (a) Fifty feet long or less; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) Fifty feet long or less; and
- (2) Not being used to carry any person or property for a charge.

M. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

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

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

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.

N. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described

in Paragraphs e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

O. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we

relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

P. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected or Intended Injury or Damage

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