MEMORANDUM

To: Vicki Tessmer, Supervisor Board Records
From: Theresa Webb, Procurement Official
Date: October 25, 2019

19-TA003071SAM, Professional Traffic Signal Mast Arm Inspection Services

Please accept the attached executed Agreement for Professional Traffic Signal Mast Arm Inspection Services in accordance with the Request for Qualifications No. 19-TA003071SAM. This executed attached Agreement is authorized by Chapter 2-26 of Manatee County Code and Pursuant to the Procurement Division’s Administrative Standards and Procedures Manual.

Please send confirmation of the Recording to:

- Sherri Meier (sherri.adamsmeier@mymanatee.org), Purchasing

Thank you. If you require additional information, please call me at extension 3042.

Attachments to Board Records only: [signed and dated: October 25, 2019]
1) Intent to Award
2) Award Confirmation
3) Contract Document
MANATEE COUNTY GOVERNMENT

INTENT TO AWARD

SOLICITATION NO./TITLE | 19-TA003071SAM
---|---
DATE POSTED | MC _________ DS _________ CC _________ BCC ________

PROCUREMENT REPRESENTATIVE | Sherri Meier
---|---
PROJECTED AWARD DATE | October 25, 2019

DEPARTMENT/DIVISION | Public Works Department
---|---
AUTHORIZED BY DATE | Chris Daley, Procurement Manager

NOTICE OF INTENT TO AWARD

The Manatee County Procurement Division provides notice of its intent to award a contract with Ayres Associates, Inc. for the provision of Traffic Signal Mast Arm Inspection Services.

ENABLING/REGULATING AUTHORITY

Manatee County Procurement Ordinance, Sec 2-26.

BACKGROUND/EVALUATION

The County requested proposals from qualified firms for the provision of Professional Traffic Signal Mast Arm (TSMA) Inspection Services county wide. The consultant shall furnish all services, labor, materials, equipment, supplies and incidentals necessary to perform the inspection services. Provide a schedule detailing the progression of the services to be performed after receipt of a fully executed work assignment for the County owned TSMA and Intelligent Transportation System (ITS) infrastructure inventory.

The solicitation was advertised on the Manatee County website and DemandStar. It was also provided to the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce for release of its members. Responses were received from the following firms:

1. Ayres Associates, Inc., Tampa, FL

EVALUATION COMMITTEE MEMBERS:

Sherri Meier  Procurement Division, non-voting  Michael Sturm  Project Engineer, Public Works Department
Vishal Kakkad  Traffic Design Division Manager, Public Works Department  Aaron Burkett- Traffic Operations Division Manager, Public Works Department
EVALUATION SUMMARY:
The Evaluation Committee first convened on October 8, 2019 and conducted technical evaluations of the responsible, responsive, proposals received. The Committee, based on the submission, agreed no additional evaluation or oral presentation meetings would be required and recommended Ayres Associates, Inc.

RECOMMENDATION

The Evaluation Committee unanimously recommends award to the following firm(s):

Ayres Associates, Inc.

<table>
<thead>
<tr>
<th>ATTACHMENTS (List in order of attached)</th>
<th>NAME AND NUMBER OF FUNDING SOURCE</th>
<th>COST</th>
<th>FUNDS VERIFIED</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>Traffic Operations; 1010020707 534000 / 02550010004</td>
<td>$50,000 (annual estimate)</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Notice of Award

Notice is hereby given that Manatee County Government (County) awarded a contract on October 25, 2019 for the Professional Traffic Signal Mast Arm Inspection Services, Solicitation No. 19-TA003071SAM as follows:

Contract title: Professional Traffic Signal Mast Arm (TSMA) Inspection Services
Awarded company: Ayres Associates, Inc.
Contract term: Three (3) years with two (2) one-year renewal options
Contract amount: $50,000 Annually (Estimated)

Contact the Procurement Representative for additional information:
Name: Sherri Meier
Phone: (941) 749-3042
Email: sherri.adamsmeier@mymanatee.org
CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)

AGREEMENT No. 19-TA003071SAM

PROFESSIONAL SERVICES TRAFFIC SIGNAL MAST ARM (TSMA) INSPECTIONS

between

MANATEE COUNTY (COUNTY)

and

AYRES ASSOCIATES, INC.

(CONSULTANT)
AGREEMENT FOR PROFESSIONAL TRAFFIC MAST ARM (TSMA) INSPECTION SERVICES

THIS AGREEMENT is made and entered into as of this 25th day of October, 2019, by and between MANATEE COUNTY, a political subdivision of the State of Florida, ("COUNTY"), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and AYRES ASSOCIATES, INC, a Wisconsin Corporation, ("CONSULTANT") with offices located at 8875 Hidden River Parkway, Suite 200, Tampa, FL 33637, and duly authorized to conduct business in the State of Florida. COUNTY and CONSULTANT are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONSULTANT engages in the business of Professional Traffic Signal Mast Arm (TSMA) Inspection Services; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONSULTANT to render the professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONSULTANT'S submission of a proposal in response to Request for Qualifications No. 19-TA00307SAM and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code and Florida Statutes §287.055..

NOW, THEREFORE, the COUNTY and CONSULTANT, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT shall provide professional services as described in Exhibit A, Scope of Services. "Task" as used in this Agreement, refers to particular categories/groupings of services specified in Exhibit A.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and Six (6) exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Fee Rate Schedule
Exhibit C Work Assignment
Exhibit D Affidavit of No Conflict
Exhibit E Insurance and Bond Requirements
Exhibit F Traffic Signal Mast Arm Inventory
These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

A. This Agreement shall commence on the date of execution by COUNTY ("Effective Date") and continue for an initial term of three (3) years.

B. COUNTY reserves the right to extend the initial term of three (3) years for an additional two (2) one-year terms not to exceed a total of five (5) years.

C. This Agreement shall remain in force until all Work Assignments issued during the effective period of this Agreement are completed, unless terminated by COUNTY pursuant to Article 12, but not to exceed seven (7) years.

ARTICLE 4. COMPENSATION

A. Compensation payable to CONSULTANT for services rendered and expenditures incurred in providing the services specified in Exhibit A shall be established for each written Work Assignment issued in accordance with Article 9.

B. Compensation to CONSULTANT shall be based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment.

C. The fee rates specified in Exhibit B shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the services specified in Exhibit A at a rate of compensation according to the deliverable payment schedule stated in Exhibit B.

B. COUNTY shall approve of all invoices prior to payment.

C. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice that includes a description of authorized work performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due and owing as of the invoice date. All invoices shall include the number which COUNTY shall assign to this Agreement and will be provided to CONSULTANT in writing, upon execution of this Agreement.
D. If any Task requires units of deliverables, such units must be received and accepted in writing by the COUNTY prior to payment.

E. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.

F. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.

G. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the COUNTY prior to payment.

H. All costs of providing the services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in Exhibit B.

I. Any dispute between COUNTY and CONSULTANT with regard to the percentage of the Work Assignment that has been completed or CONSULTANT’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 14 of this Agreement.

**ARTICLE 6. RESPONSIBILITIES OF CONSULTANT**

A. CONSULTANT shall appoint an Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT’S Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT’S Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

B. CONSULTANT shall perform the work in accordance with the terms and conditions of this Agreement.

C. CONSULTANT shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.

D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each task.
E. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, Exhibit D.

F. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

G. CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.

I. COUNTY may require in writing that CONSULTANT remove from the project any of CONSULTANT’S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY’S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.

B. COUNTY shall make available, at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
C. COUNTY shall provide prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.

D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONSULTANT and shall respond and issue notices to proceed in a timely manner.

E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be at the discretion of COUNTY.

F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONSULTANT.

ARTICLE 8. COUNTY’S PROJECT MANAGER

The Project Managershall be appointed to represent COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONSULTANT.

B. Providing CONSULTANT written decisions of COUNTY’S approval or disapproval of these documents within a reasonable time.

C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.

D. Provide CONSULTANT with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

ARTICLE 9. WORK ASSIGNMENTS

A. CONSULTANT shall provide services only after receipt of a written Work Assignment issued in accordance with this Article and in accordance with the form provided in Exhibit C. Work Assignments shall be signed by CONSULTANT and COUNTY and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.

B. Each Work Assignment shall establish the following:

1. A title for the project and a general description of the purpose for the work.
2. From the services listed in **Exhibit A**, the specific services to be provided under the Work Assignment and any additional information necessary to describe the nature of these services.

3. The services that will be furnished for a fixed fee and the services to be furnished based upon time and charges provided.

4. The maximum total compensation and reimbursable expenses that will be paid to CONSULTANT by COUNTY upon completion of the Work Assignment.

5. An agreed upon date of completion for each Work Assignment. Where identified services within a Work Assignment must be completed by a specific date prior to the completion of the entire Work Assignment, such date shall be stated in the Work Assignment.

6. Additional duties and obligations of the Parties with respect to a Work Assignment that are not provided for in this Agreement.

7. The identification of the person(s) who will serve as CONSULTANT’S Project Manager and COUNTY’S Project Manager for the Work Assignment.

C. When a Work Assignment calls for the preparation of plans, specifications, maps and reports, these items as well as all data collected, together with summaries and charts of said data, shall be considered works made for hire and shall become the property of COUNTY without restriction or limitation on their use; and shall be made available, upon request, to COUNTY at any time. CONSULTANT shall not copyright any material or product developed under this Agreement.

D. All final plans, documents, reports, studies and other data prepared by CONSULTANT shall bear the endorsement of a person in the full employ of CONSULTANT.

E. It shall be the responsibility of CONSULTANT to ensure that all projects and services are completed timely. If the completion of a project or service is expected to be delayed, CONSULTANT shall promptly submit a written request to the Project Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Project Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Project Manager determines that an extension of a Work Assignment deadline is appropriate, a recommendation for a Change Order shall be initiated.

F. Any Work Assignment, including reimbursable expenses, shall not be effective until approved and executed by the County.
G. When a Work Assignment is complete, CONSULTANT shall notify COUNTY in writing. Thereupon COUNTY, within thirty (30) days, shall either provide its written acceptance or give CONSULTANT written notice of any unfinished or improperly performed services to be finished or corrected. If such written notice of acceptance or exception is not given within this period of time, the services shall be deemed to have been accepted by COUNTY. However, acceptance of the work performed by CONSULTANT shall never be construed as an acceptance of improper, defective or deficient work.

ARTICLE 10. NEGOTIATION OF WORK ASSIGNMENT

For each project, grouping of substantially similar services and activities for a group of projects, feasibility studies or special projects, COUNTY shall negotiate each Work Assignment based upon estimated hours and/or fee rates, projected by CONSULTANT and in accordance with the rate schedule specified in Exhibit B. Compensation for each Work Assignment shall be based on actual hours performed and/or fee rates, but in no event shall CONSULTANT be eligible for reimbursement in excess of the amount established in a Work Assignment. COUNTY’S Purchasing Official may authorize, in writing, in advance, adjustments in the compensation for particular phases or tasks established in the Work Assignment provided such adjustments do not exceed the maximum compensation and reimbursable expenditures authorized for the particular Work Assignment.

ARTICLE 11. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). CONSULTANT hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONSULTANT further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY’S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 12. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:
   
1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement (Work Assignments, if applicable), to include:
a. Failure to provide products or services that comply with the specifications herein or
b. that fail to meet COUNTY’S performance standards;
c. Failure to deliver the supplies or perform the services within the time specified in the
d. Work Assignments; or
e. Progress that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY’S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:

a. Stop work on the date and to the extent specified;
b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
d. Continue and complete all parts of that work that have not been terminated.
B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, or individual Work Assignments without cause. COUNTY shall provide CONSULTANT a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONSULTANT shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONSULTANT to properly perform pursuant to this Agreement. CONSULTANT shall not be entitled to any other compensation, including anticipated profits on unperformed services.

ARTICLE 13. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONSULTANT to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;

B. Executing the Transition Services plan activities;

C. Answering questions regarding the services on an as-needed basis; and

D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 14. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONSULTANT, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONSULTANT of any amount that is determined to be owed by the COUNTY.

CONSULTANT agrees it must exhaust all dispute resolution procedures set forth in Manatee County’s Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.
ARTICLE 15. COMPLIANCE WITH LAWS

All services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONSULTANT shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 16. NON-DISCRIMINATION

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 17. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

B. CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONSULTANT’S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONSULTANT shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
C. CONSULTANT shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONSULTANT. CONSULTANT shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 18. PUBLIC RECORDS

Pursuant to Florida Statutes § 119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

B. Upon request from COUNTY’S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONSULTANT does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY’S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
ARTICLE 19. INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless COUNTY, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its personnel, design professionals and other persons employed or utilized by the CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT’s expense.

ARTICLE 20. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 21. INSURANCE

A. CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as Exhibit E, during the term of this Agreement, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in Exhibit E shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY’S Risk Management Division.
C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit E, including coverage for all products and services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 22. SOLICITATION OF AGREEMENT

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 23. ASSIGNMENT AND SUBCONTRACTING

CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONSULTANT asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONSULTANT shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONSULTANT, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.
ARTICLE 24. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 25. KEY PERSONNEL

The following key personnel are hereby assigned to this Agreement by CONSULTANT:

Hischam Sunna, PhD, PE, Principal-in-Charge

CONSULTANT shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

ARTICLE 26. SUB-CONSULTANTS

If CONSULTANT receives written approval from the COUNTY to use the services of a sub-consultant(s), CONSULTANT shall utilize the sub-consultant fees specified in Exhibit B. CONSULTANT shall notify COUNTY of any replacements or additions to Exhibit B and receive prior written approval of COUNTY for replacements or additions before the use of the sub-consultant.

ARTICLE 27. PROFESSIONAL LIABILITY.

To the fullest extent allowed by law, the individuals performing professional services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONSULTANT shall likewise be liable for negligent acts or omissions in the performance of professional services pursuant to this Agreement.
ARTICLE 28. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Public Works Department
Attn: Aaron Burkett
1022 26th Avenue East
Bradenton, FL 34208Phone: (941) 708-7509
Email: aaron.burkett@mymanatee.org

To CONSULTANT: Ayres Associates, Inc.
Attn: Hisham Sunna, PhD, PE
8875 Hidden River Parkway, Suite 200
Tampa, FL 33637
Phone: (813) 558-3306
Email: SunnaH@AyresAssociates.inc

ARTICLE 29. RELATIONSHIP OF PARTIES

The relationship of CONSULTANT to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with this Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 30. NO CONFLICT

By accepting award of this Agreement, CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 31. ETHICAL CONSIDERATIONS

CONSULTANT recognizes that in rendering the services pursuant to the provisions of this Agreement, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONSULTANT shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONSULTANT shall be truthful in its communications with COUNTY
personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 32. PUBLIC ENTITY CRIMES

CONSULTANT has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY’S requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 33. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT’S normal tax liability.

CONSULTANT shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONSULTANT under applicable law to the extent that CONSULTANT is responsible for the payment of same under applicable law.

ARTICLE 34. FORCE MAJEURe

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 35. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 36. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.
ARTICLE 37. PATENT AND COPYRIGHT RESPONSIBILITY

Any material, design or supplied specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONSULTANT in the performance of the professional Traffic Signal Mast Arm Inspection (TSMA) services.

ARTICLE 38. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 39. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 40. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 41. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
ARTICLE 42. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 43. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

AYRES ASSOCIATES, INC.

BY: 

Printed Name: Hisaham N. Swora

Title: Manager

Date: 10-22-19

MANATEE COUNTY, a political subdivision of the State of Florida

Theresa Webb, M.A., CPPO, CPPB, CPSM
C.P.M., Procurement Official

Date: 10/25/19
EXHIBIT A, SCOPE OF SERVICES

A.01 SCOPE

The Consultant shall furnish all services and labor necessary to conduct and complete the services described herein. The Consultant shall also furnish all materials, equipment, supplies, and incidentals necessary to perform the services (other than those designated in writing to be furnished by the County). The services shall be performed to the satisfaction of the County consistent with applicable professional standards.

A.02 GENERAL REQUIREMENTS

Consultant shall:

1. Provide a work schedule detailing the progression of the services to be performed after receipt of a fully executed work assignment for the County owned TSMA and ITS infrastructure inventory as listed Attachment C:
   - Intersections: 72
   - Poles: 241
   - Arms: 274

2. Research documentation and field data for recording mast arms identification data, the date erected, date of manufactured erector and manufacturer.

3. Number all mast arm structures in accordance with Florida Department of Transportation (FDOT) TSMA numbering convention.

4. Work with the County to implement a numbering system that will distinguish County owned TSMAs from the existing FDOT owned locations.

5. Perform hands on inspection of the foundation, anchor bolts, base plate, grout pad, and moment connections.

6. The pole and arm must be visually inspected. In the event a problem is detected, a hands-on inspection may be required.

All Mast Arms in each intersection shall have one structural alpha numeric identification number (6 characters plus one consecutive digit). Also, each signalized intersection has a corresponding Manatee County ID #. Structural numbers for all mast arms shall be painted by the Consultant on the mast arm structure and be clearly legible. The Manatee County Traffic Signal ID # shall be noted on the TSMA Inspection Report only.

A.02.1 FIELD INSPECTION

Field inspection shall be conducted in accordance with the following state and national publications covering bridge inspection standards of practice:
A qualified inspector must always be in the field to supervise inspection activities.

Every visible surface of all members of each TSMA structure shall be examined. Members that cannot be examined because of debris, vegetation, etc., should be cleaned if the effort involved is not excessive. Excessive effort is the one that would require more than two (2) hours for the inspection team to perform. The Consultant shall contact the County should any major cleaning operation be required.

Where deficiency dimensions are documented, the actual width, length and location on the member should be recorded. In cases where dimensioning every deficiency is impractical, the standards of the Department Table of Deficiency Dimension Classes, must be used in lieu of undefined general term, such as narrow, fine, etc. The use of non-destructive testing (e.g. ultrasonic and dye penetrant) on deteriorated areas is expected.

If by field observation, deficiencies are sufficiently critical to warrant immediate and substantial traffic restrictions, or present an imminent hazard to the public, the County Traffic Design Engineer or designated representative must be immediately verbally notified. Verbal notification must be confirmed with written notification within 24 hours signed by the Consultant’s Engineer.

Traffic control procedures must be in accordance with the FHWA/USDOT Manual on Uniform Traffic Control Devices, the Department’s Roadway and Traffic Design Standards. Use FDOT Standard Index 600 series when applicable.

The Consultant shall notify the County 48 hours in advance of any planned lane closures. Closures shall be in accordance with FDOT standards and Manual on Uniform Traffic Control Devices (MUTCD).

A.02.2 INSPECTION REPORT

The Consultant will develop a detailed report for each TSMA location utilizing Pontis Version 4.4.3, or an equivalent method, and standard FDOT TSMA terminology and inspection criteria for each TSMA inspection location. Terminology not commonly understood by non-inspection personnel should be minimized where applicable. An inspection report must provide a comprehensive description of all deficiencies and state probable causes of the deficiencies, specific required correction action. Standard National Bridge Inspection (NBI) and FDOT inspection values and ratings shall be utilized.

Each inspection report shall be a stand-alone document.
Within sixty (60) days after completion of each inspection, the Consultant shall furnish the County one (1) original hardcopy and one (1) electronic PDF copy of each report.

Each final Traffic Signal Mast Arm inspection report shall be signed by the field bridge inspector and signed and sealed in accordance with the Florida Statue 471.025 by the Consultant’s Engineer, which confirms the accuracy and completeness of all the report contents.

**A.02.4 COMPREHENSIVE REPORT OF DEFICIENCIES**

Deficiencies shall be reported in the same numerical order as they appear in the inspection report and shall be indexed by the element number. Under each element subheading all deficiencies and their causes shall be reported referencing attached sketches and photographs by number.

This section shall contain a brief but comprehensive description of the deficiencies. The probable cause of deficiencies shall also be identified. Identifying the probable cause of the deficiencies serves two purposes; first, the most effective repair can only be determined if the source of the deficiency has been identified; second, when the same cause for a specific deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.

Deficiencies shall be described in detail to allow rates of change to be monitored over consecutive inspections. This requires liberal use of size and location dimensions, sketches and photographs. A sketch illustrates only the essential features of a deficiency without distracting detail and whenever it is more effective, a sketch shall be used in lieu of a photograph.

Photographs shall be used only when a sketch is not practical or to illustrate one typical example of a severe and/or common type of deficiencies, photographs illustrating a typical example must be taken. When a photograph is taken, an object that provides a sense of scale such as a ruler should always be included in the photograph. The date the photograph was taken, and the mast arm number shall always be marked on the front. Photograph shall be taken in color. When photographs are included in the report, each copy of the report submitted to the County shall include a color print of each photograph. All photographs shall be part of the report.

**A.03 RECOMMENDED CORRECTIVE ACTION**

The report shall contain all deficiencies requiring maintenance, repairs, or rehabilitation with recommended corrective action for each deficiency without addressing methods, quantities, or cost of such action. All deficiencies identified shall be included in the report if only to note that no corrective action is required. A photograph will be required for each recommended corrective action.
Deficiencies serious enough to cause a current or imminent traffic safety hazard must be flagged in the left margin with the word “CRITICAL” in capital letters adjacent to the element number. The following items are considered critical deficiencies:

Cracks or fatigue related deficiencies in fracture critical structural members. Deficiencies that require immediate attention and are deemed critical must be signed by the Consultant’s Engineer.

**A.04 PHOTOGRAPH INVENTORY**

Certain mast arm features can best be determined by examining a photograph. The photographic views shall be provided by the Consultant for each mast arm to ensure adequate reference: the entire mast arm elevation on both faces (on several photographs, if required) including foundations, anchor bolts, typical splice moment connection, structure number, columns and arms. All photographs shall be labeled with the structure number, view, and feature, date taken and attached to Pontis Mast Arm Report. A general profile intersection photo in the direction of the inventory shall be incorporated in the report.

**A.05 LOCATION MAP**

The Consultant shall provide each inspection report with the structure location maps for the purpose to illustrate the physical location of each structure. The map shall also include a plan view showing the numbering of the verticals and horizontals in an intersection.

**A.06 PERSONNEL**

Provide a Certified Bridge Inspector (C.B.I.) using FDOT standards personnel necessary to effectively perform the services outlined in the Scope of Services.

**A.07 PROJECT CONTROL**

The Consultant shall:

Maintain a project reporting system tracking all critical events, both scheduled and actual, for project, if necessary. Said report shall be submitted to the County on an as required basis.

Participate in project meetings on an as required basis with the County to relate current status of overall project schedule, noting exceptions and suggesting actions required to correct schedule exceptions.

**A.08 ACCESSABILITY**

Consultant shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Consultant shall provide clear points of contact for each document and information technology to direct users in how to
obtain alternate formats. Further, Consultant shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END OF ATTACHMENT A
EXHIBIT “B” – FEE SCHEDULE

PROFESSIONAL SERVICES FOR TRAFFIC SIGNAL MAST ARM (TSMA) INSPECTIONS

Agreement No. 19-TA003071SAM

HOURLY FEE RATE SCHEDULE

<table>
<thead>
<tr>
<th>JOB TITLE</th>
<th>FEE RATE ($ HOUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Engineer</td>
<td>$198.00</td>
</tr>
<tr>
<td>Deputy Project Manager</td>
<td>$172.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$148.00</td>
</tr>
<tr>
<td>Certified Bridge Inspector FDOT-NIBS Lead Inspector</td>
<td>$132.00</td>
</tr>
<tr>
<td>Project Engineer (QA/QC)</td>
<td>$123.00</td>
</tr>
<tr>
<td>Administrative/Clerical Reports/Plans</td>
<td>$84.00</td>
</tr>
<tr>
<td>Assistant Inspector</td>
<td>$62.00</td>
</tr>
</tbody>
</table>

SCHEDULE OF REIMBURSABLE & ADDITIONAL CHARGES

COUNTY will reimburse CONSULTANT for the following:

A. Expense of reproduction beyond the costs associated with providing monthly status, invoices, reports and routine correspondence:

   - Plan Sheet (24” x 36”) $1.50 per sheet
   - Plan Sheet (oversize) actual cost
   - Color Photocopies (8-1/2” x 11”) $2.00 per page
   - Copy Machine Reproductions $0.15 per copy

B. Actual charges for long distance telephone calls, including applicable local, state and federal taxes, but excluding those made to Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough counties, as documented by copies of original invoices.

C. Actual charges for application fees charged in the process of obtaining the permits outlined in the scope of work as documented by copies of original invoices.

D. Actual charges for Courier Service furnished at the request of COUNTY, at rates not to exceed $12.00 per package and to be documented by copies of original invoices.

END OF EXHIBIT “B”
EXHIBIT C, WORK ASSIGNMENT

WORK ASSIGNMENT NUMBER: _____

Pursuant to the Manatee County, Florida, Agreement for Professional Traffic Signal Mast Arm (TSMA) Inspection Services entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Insert Consultant name Ayres Associates, Inc., hereinafter referred to as "CONSULTANT," a determination has been made by COUNTY that there is a need for the performance of or rendering of services by CONSULTANT of a certain "Work Assignment" under the purview of said Agreement, and CONSULTANT is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: _____

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

CONSULTANT shall perform tasks as more specifically detailed in
Attachments1 through 3 as follows:

Attachment 1, Scope of Services
Attachment 2, Hourly Fee Schedule
Attachment 3, Schedule

Compensation to CONSULTANT for rendering all of the above identified services and products shall not exceed $_____. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description # _____ - $_____

Task/Description # _____ - $_____

COUNTY may authorize, in writing, in advance, adjustments in the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the task completed.
CONSULTANT agrees to perform or render services in accordance with this Agreement No. 19-TA003071SAM for Professional Traffic Signal Mast Arm (TSMA) Inspection Services and this Work Assignment dated _____.

AYRES ASSOCIATES, INC.

BY: __________________________

Printed Name: _________________

Title: _________________________

Date: _________________________

MANATEE COUNTY, a political subdivision of the State of Florida

Theresa Webb, M.A., CPPO, CPPB, CPSM C.P.M., Procurement Official

Date: _________________________
EXHIBIT D, AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Hisham N. Senna, as [INSERT TITLE] Manager of [INSERT CONSULTANT NAME] Ayres Associates, with full authority to bind (hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 19-TA003071SAM for Professional Services for Traffic Signal Mast Arm (TSMA) Inspections.

DATED this 23rd day of October, 2019.

[Signature]

CONSULTANT

The foregoing instrument was sworn to and acknowledged before me this 23rd day of October, 2019, by [NAME] Hisham N. Senna, as [TITLE] Manager of [CONSULTANT] Ayres Associates. He / She is personally known to me or has produced [TYPE OF IDENTIFICATION] as identification.

[Signature]

Notary Signature
Commission No. GG 351303

[Notary Seal]
EXHIBIT E, INSURANCE AND BOND REQUIREMENTS

REQUIRED INSURANCES
The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONSULTANT shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

- **Automobile Liability Insurance Required Limits**
  Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

  - $1,000,000 Combined Single Limit; OR
  - $500,000 Bodily Injury and $500,000 Property Damage
  - $10,000 Personal Injury Protection (No Fault)
  - $500,000 Hired, Non-Owned Liability
  - $10,000 Medical Payments

  *This policy shall contain severability of interests’ provisions.*

- **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**
  Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

  - $1,000,000 Single Limit Per Occurrence
  - $2,000,000 Aggregate
  - $1,000,000 Products/Completed Operations Aggregate
  - $1,000,000 Personal and Advertising Injury Liability
  - $50,000 Fire Damage Liability
  - $10,000 Medical Expense, and
  - $1,000,000, Third Party Property Damage
  - $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

  *This policy shall contain severability of interests’ provisions.*
Employer’s Liability Insurance
Coverage limits of not less than:

- $100,000 Each Accident
- $500,000 Disease Each Employee
- $500,000 Disease Policy Limit

Worker’s Compensation Insurance

US Longshoremen & Harbor Workers Act
Jones Act Coverage

Coverage limits of not less than:

- Statutory workers’ compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should ‘leased employees’ be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers’ Compensation coverage and Employer’s Liability coverage for all personnel on the worksite and in compliance with the above Workers’ Compensation requirements. NOTE: Workers’ Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury with no less than $100,000 per passenger each occurrence or a ‘smooth’ limit.
- $ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and
property damage.

• $ General Aggregate

Installation Floater Insurance
When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

• 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

• $1,000,000 Bodily Injury and Property Damage Each Occurrence
• $2,000,000 General Aggregate

Builder’s Risk Insurance
When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
• The policy shall not carry a self-insured retention/deductible greater than $10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance
Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

• $ Security Breach Liability
• $ Security Breach Expense Each Occurrence
• $ Security Breach Expense Aggregate
- Replacement or Restoration of Electronic Data
- Extortion Threats
- Business Income and Extra Expense
- Public Relations Expense

**NOTE:** Policy must not carry a self-insured retention/deductible greater than $25,000.

**Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- **Pollution Liability**
  Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

- **Asbestos Liability (If handling within scope of Contract)**
  Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

- **Disposal**
  When applicable, CONSULTANT shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

- **Hazardous Waste Transportation Insurance**
  CONSULTANT shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

  All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political
subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**  
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- $1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper’s Liability Insurance**  
Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee’s Customer Liability Insurance**  
Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONSULTANT’S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**  
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- $ Each Occurrence
- $ General Aggregate
- $ Fire Damage Liability
• $10,000 Medical Expense, and
• $ Third Party Property Damage
• $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

☐ Other [Specify]

REQUIRED BONDS
☐ Bid Bond
A Bid Bond in the amount of $______ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of $______ or ____% of the total offer. In the form of a money order, a certified check, a cashier’s check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over $200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ Payment and Performance Bond
A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over $200,000 requires a Payment and Performance Bond.
I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

a. “Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to: Liability arising out of activities performed by or on behalf of the CONSULTANT, his agents, representatives, and employees; products and completed operations of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONSULTANT shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. The CONSULTANT’S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONSULTANT’s insurance and shall be non-contributory.

c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONSULTANT for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy’s renewal date(s) for as long as this contract remains in effect, CONSULTANT shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONSULTANT will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

C. The project's solicitation number and title shall be listed on each certificate.

d. CONSULTANT shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

e. CONSULTANT agrees that should at any time CONSULTANT fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

f. The CONSULTANT waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

g. The CONSULTANT has sole responsibility for all insurance premiums and policy deductibles.

h. It is the CONSULTANT'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONSULTANT shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONSULTANT shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONSULTANT’s deductible or self-insured retention and to require that it be reduced or eliminated.

j. CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY’S failure to request evidence
of this insurance coverage shall not be construed as a waiver of CONSULTANT’S obligation to provide and maintain the insurance coverage specified.

k. The enclosed Hold Harmless Agreement shall be signed by the CONSULTANT and shall become a part of the contract.

l. CONSULTANT understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY’S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

m. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

III. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONSULTANT agrees should its proposal be accepted, to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award. The CONSULTANT further agrees that failure to execute and deliver said form of Agreement within ten (10) calendar days will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONSULTANT further agrees that in case the CONSULTANT fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONSULTANT, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONSULTANT shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONSULTANT of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONSULTANT to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best’s Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONSULTANT being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as “A-” or better by Best’s Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and
effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to
“Manatee County, a political subdivision of the State of Florida”, within ten (10) calendar
days after issuance of notice of intent to award.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the
CONSULTANT shall be responsible and bear all costs associated to record the Payment and
Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said
recording shall be furnished to the Procurement Division upon filing. Pursuant to Section
255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONSULTANT until the
CONSULTANT has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement
with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of
this Agreement with the premiums paid by the CONSULTANT. Failure of the CONSULTANT
to execute such Agreement and to supply the required bonds shall be just cause for
cancellation of the award. COUNTY may then contract with the next lowest, responsive and
responsible CONSULTANT or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONSULTANT of any
provisions set out in the resulting Agreement will in no way affect the right of COUNTY,
thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]
CONSULTANT’S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: October 23, 2019

Consultant Name: Ayres Associates

Authorized Signature: [Signature]

Printed Name/Title: Hisham N. Sunna


Agent Name: Sharon Bannach

Agent Phone: 262-792-2214

Surety Agency: [Name]

Surety Name: [Name]

Surety Phone: [Number]

Please return this completed and signed statement with your agreement.
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 10/22/2019

---

**PRODUCER:**
Arthur J. Gallagher Risk Management Services, Inc.
245 South Executive Drive, Suite 200
Brookfield WI 53005

**INSURED:**
AYRES ASSOCIATES INC
3433 Oakwood Hills Parkway
Eau Claire WI 54701-7698

**CONTACT:**
Sharon Bannach
PHONE: 262-792-2214
FAX: 262-792-1712
E-MAIL ADDRESS: Sharon_Bannach@ajg.com

---

**COVERAGES**

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUB</th>
<th>INSG</th>
<th>WVR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>P6302183P260TIA19</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO TENDED PREMISES (EA OCCURRENCE): $300,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person): $10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS: COMPO/P AGG: $2,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>8102L352245</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>COMBINED SINGLE LIMIT (EA ACCIDENT): $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (PER PERSON): $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (PER ACCIDENT): $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (PER ACCIDENT): $</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>CUP9J784097</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>EACH OCCURRENCE: $8,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE: $8,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Products/Comp Ops: $8,000,000</td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>UB9H9437751843E</td>
<td>1/1/2019</td>
<td>1/1/2020</td>
<td>E.L. EACH ACCIDENT: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE- EA EMPLOYEE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
</tr>
</tbody>
</table>

**CERTIFICATE HOLDER:**

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton FL 34205

**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:**

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

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 the 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.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED
   The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
   Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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.

B. BLANKET ADDITIONAL INSURED
   The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
   Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO
   1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
      An "employee" of yours in an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
   2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:
      b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
         (1) Any covered "auto" you lease, hire, rent or borrow; and
         (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your
permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED
   The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
   Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
   1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
      (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

   2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
      (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
   The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:
   (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS
The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:
No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:
However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:
We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:
Personal Property
We will pay up to $400 for "loss" to wearing apparel and other personal property which is:
(1) Owned by an "insured"; and
(2) In or on your covered "auto".
This coverage applies only in the event of a total theft of your covered "auto".
No deductibles apply to this Personal Property coverage.

K. AIRBAGS
The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:
Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:
a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
b. The airbags are not covered under any warranty; and
c. The airbags were not intentionally inflated.
We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:
your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:
(a) You (if you are an individual);
(b) A partner (if you are a partnership);
(c) A member (if you are a limited liability company);
(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION
The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:
5. Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by
such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS
The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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.

The insurance provided to such additional insured is limited as follows:

c. 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.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured 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. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must 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 this insurance provided to the additional insured 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 any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

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:
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. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the DEFINITIONS Section:

"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.
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS
INDUSTRYEDGE™ ENDORSEMENT

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.

A. Broadened Named Insured
B. Incidental Medical Malpractice
C. Reasonable Force – Bodily Injury Or Property Damage
D. Non-Owned Watercraft – Increased To Up To 75 feet
E. Aircraft Chartered With Pilot
F. Extension Of Coverage – Damage To Premises Rented To You
G. Personal Injury – Assumed by Contract
H. Increased Supplementary Payments
I. Additional Insured – Owner, Manager Or Lessor Of Premises
J. Additional Insured – Lessor Of Leased Equipment
K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises
L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations
M. Who Is An Insured – Newly Acquired Or Formed Organizations
N. Injury To Co-Employees And Co-Volunteer Workers
O. Medical Payments Limit
P. Knowledge And Notice Of Occurrence Or Offense
Q. Other Insurance Condition
R. Unintentional Omission
S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract
T. Amended Bodily Injury Definition
U. Amended Insured Contract Definition – Railroad Easement
V. Additional Definition – Written Contract Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES
   The Named Insured in Item 1. of the Declarations is amended as follows:
   The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. 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
COMMERCIAL GENERAL LIABILITY

committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the DEFINITIONS Section:

a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.

b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

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

Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERSAGES – 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 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 you or any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. 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 by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I – COVERSAGES – 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.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

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

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

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge.

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

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.
E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION 1 – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured; and
(b) Not owned by any insured.

F. EXTENSION OF COVERAGE - DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph 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

A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE

2. The insurance under this Provision F. 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; or
c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

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

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

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

4. 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: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY – ASSUMED BY CONTRACT

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

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

H. 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.
COMMERCIAL GENERAL LIABILITY

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.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

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

   Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".

2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply to:

      (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

      (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

      (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

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

   Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply:

      (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

      (2) If the equipment is leased with an operator.
3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

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

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

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

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

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

2. "Bodily injury" or "property damage" included within the "products -- completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

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. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

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

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee"s employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee"s employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of SECTION II – WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown on the Declarations for Medical Expense Limit.

P. 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.

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

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

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";

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

(3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

(5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

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

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

(1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
(2) The total of all deductible and self-insured amounts under that "other insurance".
We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing
If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:
"Other insurance":

a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
   (1) Another insurance company;
   (2) Us or any of our affiliated insurance companies, except when the Noncumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Noncumulation of Personal and Advertising Injury limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
   (3) Any risk retention group;
   (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
   (5) Any similar risk transfer or risk management method.

b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION
1. 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 shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT
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 rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;

3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. 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 per-
son, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION
   – RAILROAD EASEMENT
   1. Subparagraph c. of the definition of "insured contract" in the DEFINITIONS Section is replaced by the following:
      c. Any easement or license agreement;
   2. Subparagraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE
   The following definition is added to the DEFINITIONS Section:

   "Written contract requiring insurance" means that part of any written contract or written 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.
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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

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

PRODUCER
John Johnson Insurance Madison
525 Junction Road
Madison, WI 53717

CONTACT NAME: Mary Jo Nowak, AU, CIC, ARM, RPLU
PHONE: (608) 203-3893
E-MAIL ADDRESS: mnowak@johnsonfinancialgroup.com

INSURER(S) AFFORDING COVERAGE
INSURER A: RLI Insurance Company
NAIC #: 13056

COVERAGE

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence)</td>
</tr>
<tr>
<td></td>
<td>MED EXP. (Any one person)</td>
</tr>
<tr>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
</tr>
<tr>
<td></td>
<td>GENERAL AGGREGATE</td>
</tr>
<tr>
<td></td>
<td>PRODUCTS - COMP/OP AGG</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>COMBINED SINGLE LIMIT (EA accident)</td>
</tr>
<tr>
<td></td>
<td>BODILY INJURY (Per person)</td>
</tr>
<tr>
<td></td>
<td>BODILY INJURY (Per accident)</td>
</tr>
<tr>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>AGGREGATE</td>
</tr>
<tr>
<td>EXCESS LIABILITY</td>
<td>PER STATUTE</td>
</tr>
<tr>
<td></td>
<td>OTHER</td>
</tr>
<tr>
<td></td>
<td>E.L. EACH ACCIDENT</td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
</tr>
</tbody>
</table>

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.

CERTIFICATE HOLDER
Manatee County Government
1112 Manatee Avenue West
Bradenton, FL 34208

AUTHORIZED REPRESENTATIVE

Job OP-0176.63
Agreement No. 19-TA003071SAM
Professional Services Traffic Signal Mast Arm (TSMA) Inspections
<table>
<thead>
<tr>
<th>ITEM</th>
<th>LOCATIONS</th>
<th>SIGNAL ID</th>
<th>POLES</th>
<th>ARMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>53 AVE W @ 34 ST W</td>
<td>16297</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>53 AVE W @ 36 ST W</td>
<td>19300</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>53 AVE W @ 43 ST W</td>
<td>30629</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>53 AVE W @ 51 ST W</td>
<td>37568</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>53 AVE W @ 66 ST W</td>
<td>19305</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>GULF DR @ MARINA DR</td>
<td>9553</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>15 ST E @ TALLEVAST RD</td>
<td>860</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>15 ST E @ WHITFIELD AVE</td>
<td>869</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>15 ST E @ 63 AVE E</td>
<td>876</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>15 ST E @ 57 AVE E</td>
<td>880</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>11</td>
<td>15 ST E @ 51 AVE E</td>
<td>886</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>12</td>
<td>301 BLVD @ 44 AVE E</td>
<td>784</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>13</td>
<td>301 BLVD @ 3 ST W</td>
<td>17186</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>14</td>
<td>301 BLVD @ 9 ST W EXTENSION</td>
<td>889</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>15</td>
<td>26 ST W @ BAYSHORE GARDENS PKWY</td>
<td>16074</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>16</td>
<td>75 ST W @ 29 AVE W</td>
<td>19540</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>17</td>
<td>75 ST W @ 18 AVE W</td>
<td>16878</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>18</td>
<td>75 ST W @ 9 AVE NW</td>
<td>1024</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>19</td>
<td>34 ST W @ BASHORE GARDENS PKWY</td>
<td>16296</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>20</td>
<td>34 ST W @ 60 AVE W</td>
<td>18885</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>21</td>
<td>34 ST W @ 57 AVE W</td>
<td>16693</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>22</td>
<td>34 ST W @ BASHORE HIGH SCHOOL</td>
<td>16307</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>23</td>
<td>63 AVE W @ 5 ST W</td>
<td>16793</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>24</td>
<td>63 AVE E @ 5 ST E</td>
<td>16777</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Street Address</td>
<td>Zip Code</td>
<td>Area Code</td>
<td>Sector Code</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------</td>
<td>----------</td>
<td>-----------</td>
<td>-------------</td>
</tr>
<tr>
<td>25</td>
<td>63 AVE E @ 9 ST E</td>
<td>16779</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>26</td>
<td>57 AVE E @ 5 ST E</td>
<td>16683</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>27</td>
<td>57 AVE E @ 9 ST E</td>
<td>16687</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>28</td>
<td>ELLENTON GILLETTE @ 17 ST E</td>
<td>525</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>29</td>
<td>ELLENTON GILLETTE @ 69 ST E</td>
<td>534</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>30</td>
<td>CANAL @ 17 ST E</td>
<td>10745</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>31</td>
<td>9 ST E @ 57 AVE E</td>
<td>16687</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>32</td>
<td>9 ST E @ 44 AVE E</td>
<td>3273</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>33</td>
<td>9 ST E @ 17 AVE E</td>
<td>20565</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>34</td>
<td>9 ST E @ 13 AVE E</td>
<td>15420</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>35</td>
<td>9 ST E @ 9 AVE E</td>
<td>15440</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>36</td>
<td>University @ MARKET ST</td>
<td>37346</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>37</td>
<td>UNIVERSITY @ TOWNCENTER BLVD</td>
<td>37807</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>38</td>
<td>UNIVERSITY @ LAKEWOOD RANCH BLVD</td>
<td>20050</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>39</td>
<td>UNIVERSITY @LEGACY BLVD</td>
<td>30794</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>40</td>
<td>UNIVERSITY @WATER VEIW BLVD</td>
<td>3272</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>41</td>
<td>UNIVERSITY @LORRAINE RD</td>
<td>17557</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>42</td>
<td>LAKEWOOD RANCH BLVD @ MAIN ST</td>
<td>8899</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>43</td>
<td>LAKEWOOD RANCH BLVD @ NATURES</td>
<td>8200</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>44</td>
<td>LAKEWOOD RANCH BLVD @ RANGLAND PKWY</td>
<td>18896</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>45</td>
<td>LAKEWOOD RANCH BLVD @ LOST CREEK</td>
<td>30155</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>46</td>
<td>LAKEWOOD RANCH BLVD @ MALICHITE DR</td>
<td>3270</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>47</td>
<td>LAKEWOOD RANCH BLVD @ 44 AVE E</td>
<td>30130</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>48</td>
<td>LORRAINE RD @ GREENBROOK BLVD</td>
<td>17781</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>49</td>
<td>WHITE EAGLE @ RANGELAND</td>
<td>18895</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Street 1</td>
<td>Street 2</td>
<td>Zip</td>
<td>City 1</td>
</tr>
<tr>
<td>----</td>
<td>-----------------------------</td>
<td>------------------------------</td>
<td>-------</td>
<td>--------</td>
</tr>
<tr>
<td>50</td>
<td>TALLEVAST RD @ PROPECT RD</td>
<td></td>
<td>32069</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>TALLEVAST RD @ TUTTLE ST</td>
<td></td>
<td>32075</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>LOCKWOOD RIDGE RD @ WAL-MART</td>
<td></td>
<td>17086</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>LOCKWOOD RIDGE RD @ TALLEVAST RD</td>
<td></td>
<td>17132</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>LOCKWOOD RIDGE RD @ HONORE EXT</td>
<td></td>
<td>9331</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>LOCKWOOD RIDGE RD @ WHITFIELD EXT</td>
<td></td>
<td>19320</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>9 ST W @ 30 AVE W</td>
<td></td>
<td>16230</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>10 ST W @ 10 AVE W</td>
<td></td>
<td>1010</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>10 ST W @ 14 AVE W</td>
<td></td>
<td>9515</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>TARA BLVD @ STONE RIVER RD</td>
<td></td>
<td>12795</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>HONORE AVE @ COMMERCE PARK ENT</td>
<td></td>
<td>18484</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>COOPER CREEK BLVD @ PLAZA ENTRENCE</td>
<td></td>
<td>3269</td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>CARUSO RD @ BRADEN RIVER HIGH SCHOOL</td>
<td></td>
<td>3611</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>44 AVE E @ 18 ST E</td>
<td></td>
<td>3275</td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>44 AVE E @ 19 ST CT E</td>
<td></td>
<td>3276</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>44 AVE E @ 30 ST E</td>
<td></td>
<td>3277</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>44 AVE E @ 45 ST E</td>
<td></td>
<td>3278</td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>45 ST E @ FIRE STATION</td>
<td></td>
<td>3291</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>MOCCASIN WALLOW RD @ BUFFALO</td>
<td></td>
<td>3296</td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>MOCCASIN WALLOW RD @ 115 AVE E</td>
<td></td>
<td>3295</td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>FT. HAMER @ UPPER MANATEE RIVER RD</td>
<td></td>
<td>3284</td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>FT. HAMER @ MULHOLLAND RD</td>
<td></td>
<td>3283</td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>FT. HAMER @ GULF COURSE</td>
<td></td>
<td>3282</td>
<td></td>
</tr>
</tbody>
</table>

END OF EXHIBIT F