

AGREEMENT FOR LAND SURVEYING CONSULTING SERVICES

THIS AGREEMENT made and entered into this 5th day of April, 2012, by and between the CITY of Delray Beach, Florida, hereinafter referred to as "CITY", and Caulfield & Wheeler, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the CITY represents that it is a Florida municipal corporation with the authority to engage the CONSULTANT and accept the obligation for payment for the services desired; and,

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work in accordance with this AGREEMENT and with SERVICE AUTHORIZATIONS to be issued at the time of or subsequent to execution of this AGREEMENT; and

WHEREAS, this AGREEMENT does not entitle the CONSULTANT to any fees for any particular project without first receiving a Service Authorization; and

WHEREAS, the CONSULTANT desires to provide such professional services in accordance with this AGREEMENT and SERVICE AUTHORIZATIONS.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this AGREEMENT, it is mutually understood and agreed as follows:

I. DEFINITIONS; GENERAL CONDITIONS

- A. THE SCOPE OF WORK is to be implemented in phases as set forth by this Agreement and by SERVICE AUTHORIZATIONS, which are attached hereto and made a part hereof, and as also may be added as approved by the City from time to time.
- B. A SERVICE AUTHORIZATION is a form to be used to authorize work, projects, and services. The form shall be executed by the CITY'S and CONSULTANT'S representatives. A CITY purchase order number shall be identified on the form. The purchase order authorization is established in the CITY Code of Ordinances with provisions for expenditure levels of approval authorizations. A sample form of the service authorization is attached as Exhibit "A" to this AGREEMENT. The projects, work, and services to be performed by the CONSULTANT, and time for completion of the particular phase of the work by CONSULTANT, shall be authorized by a SERVICE AUTHORIZATION. The SERVICE AUTHORIZATION shall include the scope of work to be performed; the budget cost, complete with an itemization of man-hours, wage rates, reimbursable expenses, and other related costs; schedule for completion and name of project manager. The SERVICE AUTHORIZATION shall be signed by the CITY and the CONSULTANT'S authorized representative. A CITY purchase order shall be issued with

authorization identifying funds and amount of expenditures. The terms of this AGREEMENT supersede the terms stated on the purchase order.

- C. PHASES: A phased approach may be utilized. The City and the Consultant shall have the right to negotiate the terms of each phase as contained within each service authorization, and to reject any service authorization, if the parties cannot agree to the terms of the service authorization. In the event the parties cannot agree, the city may select the next ranked proposer or go out for additional proposals in order to complete the subsequent phase(s) of the project. This phased approach shall not waive the City's right to terminate the Consultant's contract during any phase of the project.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the CONSULTANT to the CITY will be that of a professional CONSULTANT, and the CONSULTANT will provide the professional and technical services required under this AGREEMENT in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the CONSULTANT, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of the CONSULTANT to work with the CITY and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the CITY'S objectives as set forth in SERVICE AUTHORIZATIONS, which will be made a part of this AGREEMENT upon execution by both parties.
- C. The scope of services to be provided shall be covered in detail in SERVICE AUTHORIZATIONS.
- D. The City has established a budget for each project awarded to CONSULTANT. The CONSULTANT shall be responsible for providing, at no additional cost to the City, new designs, drawings, specifications, reports and other applicable services if the budget for the entire project is exceeded during and up to completion of the design phase of the project; however, nothing contained herein shall require the CONSULTANT to bear additional costs if the additional costs are a result of a change in the scope of services directed by the City.
- E. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other services furnished by the CONSULTANT under this AGREEMENT. If the CITY determines there are any errors, omissions or other deficiencies in the CONSULTANT'S designs, drawings, specifications, reports and other services, the CONSULTANT shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the CITY.
- F. Approval by the CITY of drawings, designs, specifications, reports and incidental professional services or materials furnished hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy of its work. The CITY'S review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights

under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.

- G. The CONSULTANT and its subconsultants shall have no responsibility for the discovery, presence, handling or removal or disposal of or exposure of persons to hazardous materials in any form existing prior to construction at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substances.
- H. The CONSULTANT designates David P. Lindley OR Jeffrey R. Wagner, as its representative to act as liaison with the CITY. The representative shall manage and coordinate CITY projects and is hereby authorized to act on behalf of the CONSULTANT to negotiate and approve SERVICE AUTHORIZATIONS and act on any other related matter with respect to performance of services for the CITY in accordance with the AGREEMENT. Any change to name another person shall be requested in writing to the CITY, and shall be approved by the City.
- I. CONSULTANT shall attend all meetings, as specified or as defined in each SERVICE AUTHORIZATION of the City Commission or any City approval Board, where the project is discussed, unless the City's representative declares such attendance and participation is not necessary. In addition, the CONSULTANT shall attend all additional meetings as may be required to facilitate the project.

III. DUTIES OF CONSULTANT:

The following Duties of CONSULTANT are separated into phases of the project, which if approved via SERVICE AUTHORIZATIONS shall be performed by the CONSULTANT. The City may require SERVICE AUTHORIZATIONS, which contain additional requirements applicable to the project. The City must authorize through service authorizations, the commencement of each phase of the work.

- A. The CONSULTANT shall consult with the CITY to clarify and define the CITY's requirements for the project and review available data.
- B. The CONSULTANT shall advise the CITY as to the necessity of the CITY's providing or obtaining from others, data or services.
- C. The CONSULTANT shall furnish the number of copies of the survey and report documents as provided in the SERVICE AUTHORIZATION and reviews them with the CITY.
- D. The CONSULTANT, in consultation with the CITY shall determine the general scope, extent and character of the Project.
- E. Advise the CITY if additional data or services are necessary and assist the CITY in obtaining such data and services.
- F. The CONSULTANT shall make available all design calculations and associated Data.

- G. The CONSULTANT shall prepare survey documents which shall include but not be limited to drawings and technical information, general and supplementary conditions, with technical criteria, descriptions and data necessary for permitting by governmental authorities.
- H. The CONSULTANT shall in the preparation of survey documents, technical criteria, written descriptions and data, take into account all currently prevailing codes and regulations governing construction in the City of Delray Beach, Florida, and shall meet the requirements of all other agencies or governmental authorities having jurisdiction over the project.
- I. The CONSULTANT shall be responsible for all required research related to existing plats, as-built drawings and other information as related to the scope of the project.

IV. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide the following:

- A. Furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary and which are under control of the CITY.
- B. Other data and services to be agreed upon in subsequent SERVICE AUTHORIZATIONS.
- C. Pay for all legal advertisements incidental to obtaining bids or proposals from contractors.
- D. The CITY Manager or his designee shall act as the CITY'S representative with respect to the work to be performed under this AGREEMENT. The CITY Manager or his designee shall have the authority to the extent authorized by the CITY Charter and Code of Ordinances to exercise the rights and responsibilities of the CITY provided in this contract. Said authority may include but is not limited to: transmit instructions, stop work, receive information, interpret CITY'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
- E. Pay all permit application filing fees.
- F. Provide access to CITY facilities.

V. TIME OF PERFORMANCE

- A. The CONSULTANT will begin work promptly after issuance of a Notice to Proceed.
- B. The CONSULTANT'S services called for under the AGREEMENT shall be completed in accordance with the schedule contained in each SERVICE AUTHORIZATION. If the CONSULTANT'S services are unreasonably delayed by the CITY in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the CONSULTANT

as a condition precedent to renegotiations shall notify the City within fifteen (15) calendar days at the end of the delay of CONSULTANT'S proposed additional costs incurred by reason of said delay.

VI. AGREEMENT PERIOD

The agreement shall be for two (2) years with the right to renew for three (3) one (1) year extensions. Each one year renewal will be at the City's discretion. However, the agreement shall extend until all Service Authorizations are completed. Each Service Authorization shall delineate a time for completion of the services to be rendered.

VII. COMPENSATION

- A. The CITY will compensate the CONSULTANT for the services performed on each SERVICE AUTHORIZATION in accordance with a negotiated lump sum, or a not to exceed budgeted amount based on time charges which are based upon hourly rates, plus reimbursable expenses if compensation is based on Method II and other related costs as are specified in the SERVICE AUTHORIZATION.

1. METHOD 1 - LUMP SUM

Lump Sum Amount. Wherever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The CITY and CONSULTANT shall mutually agree to a lump sum amount for services to be rendered and a detailed scope of services. Should the CITY deem that a change in the scope of services is appropriate, then a decrease or increase in compensation shall be authorized in writing. In lump sum contracts, the CONSULTANT shall submit the estimated man-hours, wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a truth in negotiation certificate stating that all data supporting the compensation is accurate, complete and current at the time of contracting. Hourly rates included in the estimated man-hours shall not exceed established hourly rates as shown in Exhibit B attached hereto, plus reimbursable expenses and other related costs.

2. METHOD II - TIMES CHARGES/ NOT TO EXCEED BUDGETED AMOUNT

Computation of Time Charges/Not to Exceed Amount. When a service is to be compensated for on a time charge/not to exceed basis, the CONSULTANT will submit a not to exceed budget cost to the CITY for prior approval based on actual time charges which shall not exceed established hourly rates as shown in Exhibit B attached hereto, plus reimbursable expenses and other related costs. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the not to exceed cost amount.

- a. The CITY agrees to pay the CONSULTANT compensation for services rendered based upon the established raw hourly salary rates as shown in Exhibit B for services rendered on CITY projects multiplied by an overhead factor not to exceed 3.0, which includes profit not to exceed ten percent (10%) and may be subject to audit. The Schedule of hourly rates as set forth in Exhibit B will not be adjusted during the initial two (2) year agreement. The rates in Exhibit B may be considered for adjusted after the initial two (2) year agreement; however the adjustment may not exceed more than five percent (5%) within any twelve (12) month period and will require written agreement of both parties. A newly revised Exhibit B must be submitted for approval.
- b. In addition, the CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the CONSULTANT if provided in the SERVICE

AUTHORIZATION as follows:

- (1) Actual expense of transportation and lodging in accordance with CITY policy in effect at the time of travel when traveling in connection with each SERVICE AUTHORIZATION, express courier charges, and permit fees paid for securing approval of authorities having jurisdiction over the project.
 - (2) Actual expense of reproductions, of Drawings and Specifications including duplicate sets of the completion of each SERVICE AUTHORIZATION for the CITY'S review and approval.
 - (3) Actual expenses of testing, laboratory services, and field equipment.
 - (4) Actual expense of overtime work requiring higher than regular rates, when authorized by the CITY.
 - (5) Actual expense of Auto Travel at the established CITY rate per mile for travel outside Palm Beach County.
- B. Subcontractual service shall be invoiced at the actual fees paid by the CONSULTANT, plus an additional ten percent (10%) of the cost of these services to compensate CONSULTANT, for the procuring and management of the sub-consultant, and for the other financial and administrative costs. Subcontractual services shall be approved by the CITY in writing prior to performance of the subcontractual work.
 - C. Total Compensation (including, but not limited to compensation for sub-consultants) for all services and expenses shall not exceed the budget cost listed upon each SERVICE AUTHORIZATION, without written approval.
 - D. If the CITY determines that any price for services, however calculated provided by the CONSULTANT, including profit, negotiated in connection with this AGREEMENT or any cost

reimbursable under this AGREEMENT was increased by any significant sums because the CONSULTANT or any subcontractor furnished incomplete or inaccurate costs or pricing data, then such price or cost or profit shall be reduced accordingly and the SERVICE AUTHORIZATION shall be reduced accordingly and the SERVICE AUTHORIZATION shall be modified in writing to reflect such reduction.

VIII. PAYMENT

The CITY agrees that it will use its best effort to pay the CONSULTANT within thirty (30) calendar days from presentation of the CONSULTANT'S itemized report and invoice and approval of the CITY'S representative, unless additional time for processing is required for payments for basic services, subcontractual services, and reimbursable expenses as defined in Section VII. The CONSULTANT shall submit monthly invoices, as required in the SERVICE AUTHORIZATION, which shall include a report of work completed during the respective invoice period. Invoices shall be in a format consistent with that shown in Exhibit C. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed. No payment request shall exceed the value of work and services performed by the CONSULTANT under the SERVICE AUTHORIZATION.

IX. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible mylar drawings, field notes, computations and CADD disks in a format compatible with CITY'S Computer system shall be given to the CITY. Details, design calculations, and all other documents and plans that result from the CONSULTANT'S SERVICES under this AGREEMENT shall become and remain the property of the CITY, including copyright rights, whether the project is completed or not, and will be delivered to the CITY upon demand. CONSULTANT reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the CONSULTANT will furnish copies to the CITY upon request. The contract work is represented by hard copy documentation; software, is provided to the CITY for convenience only.

B. Copies of Documents:

The CONSULTANT shall prepare sufficient copies of all documents necessary to obtain approval through the City's processes, as well as other governmental authorities.. The CITY acknowledges that the materials cited in Paragraph IX A. and other data provided in connection with this Agreement which are provided by the CONSULTANT are not intended for use in connection with any project other than the project for which such materials are prepared. Any use by the CITY of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITY'S sole risk, and the CONSULTANT shall have no responsibility or liability therefore.

C. Insurance:

Without limiting any of the other obligations or liabilities of the CONSULTANT, the CONSULTANT shall, at his own expense, provide and maintain in force, until all of its services to be performed under this AGREEMENT have been completed and accepted by the CITY (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the CONSULTANT'S employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

A. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:

a. Premises and/or Operations

- b. Independent Contractors

c. Products and Completed Operations - CONSULTANTS shall maintain in force until at least three years after completion of all services required under this AGREEMENT, coverage for Products and Completed Operations, including Broad Form Property Damage.

d. Broad Form Property Damage

e. Contractual Coverage applicable to this specific AGREEMENT.

f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

a. Owned Vehicles

- b. Hired and Non-Owned Vehicles

- c. Employers' Non-Ownership

4. Professional Liability Insurance with minimum limits per occurrence applicable to CITY projects as follows:

<u>Construction Cost Range</u>	<u>Limit</u>
a. 0 - 99,000	250,000
b. 100,000 - 299,000	500,000
c. 300,000 - 499,000	750,000
d. 500,000 - Above	1,000,000

Coverage shall be afforded on a form acceptable to the CITY. CONSULTANT shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. CONSULTANT shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the CONSULTANT shall provide to the CITY Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the CITY with thirty (30) days notice of cancellation and/or restriction. The CITY shall be named as an additional insured as to CONSULTANT'S liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this AGREEMENT and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this AGREEMENT. The CONSULTANT shall also make available to the CITY a certified copy of the professional liability insurance policy required by paragraph 4 above for the City's review. Upon request, the CONSULTANT shall provide copies of all other insurance policies.
6. If the initial insurance policies required by this AGREEMENT expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the CITY with thirty (30) days notice of cancellation and/or restriction.
7. The CONSULTANT'S insurance, including that applicable to the CITY as an Additional Insured, shall apply on a primary basis.

D. Litigation Services:

It is understood and agreed that CONSULTANT'S services include reasonable participation in litigation or dispute resolution arising from this AGREEMENT. CONSULTANTS participation shall include up to 30 hours of services related to litigation or dispute resolution. Any such services in excess of 30 hours shall be an extra service.

E. Authority to Contract:

The CITY represents that it is a Florida Municipal Corporation with the authority to engage the CONSULTANT for professional services described in the SERVICE AUTHORIZATIONS and to accept the obligation for payment for the services described in the SERVICE AUTHORIZATIONS.

F. Assignment:

The CITY and the CONSULTANT each binds itself and its successors, legal representatives, and assigns to the other party to this AGREEMENT and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this AGREEMENT subject to budget considerations and requirements of law; and, neither the CITY nor the CONSULTANT will assign or transfer their interest in this AGREEMENT without the written consent of the other.

G. Confidential Information:

During all times that the CONSULTANT is employed on behalf of the CITY and at all times subsequent to the date of this contract, all discussions between the CITY and the CONSULTANT and all information developed or work products produced by the CONSULTANT during its employment and all matters relevant to the business of the CITY not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the CONSULTANT and shall not be revealed to other persons without the express written permission of the CITY, unless mandated by order of the court.

H. Non-Exclusive Contract:

The CITY reserves the right to award projects to other firms pursuant to the Florida Statutes Consultant's Competitive Negotiations Act during the period of service of the CONSULTANT. The CONSULTANT agrees to cooperate with the CITY and other firms in accomplishing work that may require joint efforts to accomplish the CITY'S goals. This cooperation, when requested by the CITY, will include but not be limited to:

1. Sharing technical information developed under contract with the CITY.
2. Joint meetings for project coordination.
3. Establish lines of communication.

I. Subconsultants:

In the event the CONSULTANT, during the course of the work under this AGREEMENT requires the services of any subcontractors or other professional associates in connection with

services covered by this AGREEMENT, CONSULTANT must secure the prior written approval of the CITY.

J. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

CITY OF DELRAY BEACH

CITY MANAGER
City of Delray Beach, Florida
100 NW 1st Avenue
Delray Beach, Florida 33444

CONSULTANT

Caulfield & Wheeler, Inc.

7301A W. Palmetto Park Road

Suite 100A

Boca Raton, FL 33433

K. Attachments:

Request for Qualifications is hereby incorporated within and made an integral part of this AGREEMENT.

L. Truth-In-Negotiation Certificate:

Signature of this AGREEMENT by CONSULTANT shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this AGREEMENT are accurate, complete, and current. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

M. Records:

Records of all expenses relative to each SERVICE AUTHORIZATION shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

N. Personnel:

The CONSULTANT represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this AGREEMENT. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

The project manager shall be approved by the CITY under each SERVICE AUTHORIZATION. Key project personnel will be identified for each project and expected to perform the work assignment as can reasonably be expected.

O. Equal Opportunity Employment:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all CONSULTANT'S subcontractors and it is the responsibility of CONSULTANT to ensure subcontractor's compliance.

P. Prohibition Against Contingent Fees:

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT.

Q. Termination:

This AGREEMENT may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CITY shall have the right to terminate this AGREEMENT for convenience at any time by thirty (30) calendar days written notice to the consultant. In the event the project described in any SERVICE AUTHORIZATION, or the services of the CONSULTANT called for under any SERVICE AUTHORIZATION, is or are suspended, canceled, or abandoned by the CITY, the CONSULTANT shall be given five days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment. The CONSULTANT agrees to provide all documents to the CITY (specifically

those referenced in paragraph IX.A. Further, prior to the CONSULTANT'S destruction of any of the above referenced documents, the CITY shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this AGREEMENT, the CONSULTANT agrees that it shall use its best efforts to work harmoniously with any successor who enters an AGREEMENT to provide services for the CITY in order to provide for a smooth transition period.

R. Indemnification:

In consideration of ten dollars (\$10.00) and other valuable consideration, the CONSULTANT will at all times indemnify, save and hold harmless and defend the CITY, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the City or Contractor, or materialmen to supply goods or services to the project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance of services under this agreement. The CONSULTANT further agrees to indemnify, hold harmless and defend the City, its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of CONSULTANT for which the City, its agents, servants or employees are alleged to be liable. The indemnification's contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this AGREEMENT shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statutes 768.28.

S. Interest of the Consultant:

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this AGREEMENT pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

T. Compliance with Laws:

- a. The CONSULTANT shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the CITY OF DELRAY BEACH as amended from time to time, and that exist at the time of building permit issuance.
- b. For SERVICE AUTHORIZATIONS involving work under Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in each SERVICE AUTHORIZATIONS.

U. Jurisdiction; Venue:

The CONSULTANT hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between CONSULTANT and the CITY shall be governed by the laws of Florida with venue in Palm Beach County.

V. Internal Dispute Between Owner and Consultant:

The City Manager shall be the final decision maker regarding internal disputes between CITY and CONSULTANT.

W. Extent of Agreement:

This AGREEMENT represents the entire integrated AGREEMENT between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or AGREEMENTS, written or oral. This AGREEMENT does not entitle the CONSULTANT to receive any fee unless first being issued a Service Authorization. This AGREEMENT does not provide that a CONSULTANT is entitled to receive any Service Authorization. This AGREEMENT may not be amended, changed, modified, or otherwise altered in any way, at any time after the execution hereof, except by approval of the CITY Commission. This AGREEMENT applies only to those projects that are on the CITY'S Capital Improvement Plan (CIP), attached hereto as Exhibit "D". The CITY is not required to issue any Service Authorizations to CONSULTANT for any projects listed on the CIP.

IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its CITY Clerk, and the CONSULTANT has hereunto set its hand and Seal the day and year first written above.

CITY OF DELRAY BEACH, FLORIDA
By: [Signature]
MAYOR

ATTEST:

[Signature]
City Clerk

Approved as to Form:

[Signature]
CITY Attorney

CONSULTANT: Caulfield & Wheeler, Inc.

By: [Signature]
David P. Lindley, PLS

Title: Vice President

Joanne Forbes
Witness

Joanne Forbes
Name Printed

[Signature]
Witness

K. ALEXANDRICH
Name Printed

ACKNOWLEDGEMENT IF CORPORATION

State of Florida
County of Palm Beach

BEFORE ME, the foregoing instrument, this 11th day of January, 2012, was acknowledged by David P. Lindley, Vice President, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 11th day of January, 2012.

Joanne L. Darderian

Notary Public

(SEAL)

My Commission Expires:



Joanne L. Darderian
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE102195
Expires 7/18/2015

ACKNOWLEDGEMENT IF AN INDIVIDUAL

State of Florida
County of Palm Beach

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared _____, known to me to be the person in and who executed the foregoing instrument, and acknowledged before me that he/she executed the same.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200_.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT IF A PARTNERSHIP

State of Florida
County of Palm Beach

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared _____, known to me to be the person in and who executed the foregoing instrument as a partner of _____, a partnership. He/She acknowledged before that he/she executed the same as the act and deed of said partnership for the uses and purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200__.

Notary Public

My Commission Expires: _____

EXHIBIT A (SAMPLE)
CONSULTING SERVICE AUTHORIZATION

DATE: _____

CONSULTANT: _____

SERVICE AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

CITY P.O. NO. _____ CITY EXPENSE CODE _____

CITY PROJECT NO. _____ CONSULTANT PROJECT NO. _____

TITLE: _____

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of the "Agreement for General Consulting Engineering Services" Contract.

I. **PROJECT DESCRIPTION**

II. **SCOPE OF SERVICES**

III. **BUDGET**

IV. **COMPLETION DATE**

This service authorization is approved contingent upon the City's acceptance of and satisfaction with the completion of the services rendered in the previous phase or as encompassed by the previous service authorization. If the City in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the City may terminate the contract without incurring any further liability. The CONSULTANT may commence work on any service authorization approved by the City to be included as part of the contract without a further notice to proceed.

Approved by:

CITY OF DELRAY BEACH:

Date _____

Mayor

CONSULTANT:

Date _____

By: _____
(Seal)

Witness (Signature)

Witness (Printed)

Attest: _____

Approved as to Legal Sufficiency

City Attorney

BEFORE ME, the foregoing instrument, this _____ day of _____, 201____, was acknowledged by _____ on behalf of the Corporation _____, and said person executed the same free and voluntarily for the purpose there-in expressed.

Witness my hand and seal in the County and State aforesaid this _____ day of _____, 201____.

Notary Public
State of Florida

My Commission Expires:

LAND SURVEY CONSULTING SERVICE AUTHORIZATION

Reference: Typical Survey Requirements and Scope

Dear:

The City is proposing to upgrade existing water main for the street listed below. I have enclosed a map outlining the minimum limits of the streets involved. Please submit an estimate for completing a topographical survey. Also, please provide the time it will take from execution of a service authorization to delivery of the survey.

Street	From	To
--------	------	----

The survey should include the following:

1. Platted rights-of-way (include bearing and distances for centerlines), lot numbers, block numbers, **House Numbers** (if available) and dedicated easements.
2. All improvements, physical objects, driveways, and significant landscape (i.e. trees, shrubs) within the right-of-way as well as the front two corners of the building on each lot.
3. All underground utilities. Inverts on sanitary and storm sewers shall be indicated, as well as, locations of water valves and meters. Coordination with the Sunshine State Call One Center for location of other underground utilities shall be the surveyor's responsibility. Coordination with City of Delray Beach's Water and Sewer network at (561) 243-7312 for underground utilities locates shall be the surveyor's responsibility. Do not use City of Delray Beach atlas for locations.
4. All topographical surveys shall have stationing established from south to north and west to east where applicable.
5. Elevations shall be indicated every 25 feet, at a minimum, to indicate centerline grades, edge of pavement grades, and shoulder grades. Intermediate grades shall be indicated at all grade breaks, driveways, and sidewalks. Two grades (one at the right-of-way line and one 15 feet back) shall be indicated on the driveways to indicate direction of grade.
6. The survey shall include topography of the complete intersection, 25 feet beyond radius returns, at the terminal end of each street.
7. Tie survey to state plane coordinate system and set a minimum of two permanent reference markers.
8. The survey stationing shall not repeat, i.e. use 200+00 for SE 2nd Ave, 300+00 for SE 3rd Ave, 800+00 for SE 8th Street etc.
9. The surveyor shall submit one (1) digital and three (3) signed and sealed copies of the survey to the City.

BASIC STANDARDS & PROTOTYPES FOR SURVEY DRAWING CREATION

October 03, 2011

The primary use of survey drawings produced for the City's Engineering Division is as a basemap for design work. Standards for basemap creation have been established and it is necessary that they be followed closely with few exceptions. The purpose of these standards is to minimize the time cad operators spend developing a usable basemap for the City's Engineering Division.

The layers provided in the Delray prototype drawing are to be used exclusively. All entities placed on these layers should be set to color and linetype by layer.

Symbols such as manholes, valves, & hydrants that are inserted into the drawings should be block entities **and not individual lines, arcs, etc...** They should be uniformly scaled. Each symbol should have been created on layer 0 (color 7) and inserted into the drawing on the layer of intended use thus, automatically changing to the layer color upon insertion. An example of an exception would be a block that has attributes, such as an Autodesk Land Development Desktop POINT Block. This block consists of a point on layer 0 (color 7) and predefined attribute layers for an elevation (color 3), point # (color 1), & description (color 2). These standards for producing and using symbology should be followed and will result in block entities that can be manipulated in groups as needed.

Annotation of existing features on drawings shall be done using a leroy fontstyle created from using the AutoCAD SIMPLEX.shx font file. These styles are to be named in accordance with the sizes of each leroy standard lettering template. All existing features shall be labeled as "EXISTING", using all upper cap letters. "EXISTING LIGHT POLE" Annotation text and leader lines should be placed in the same feature layer. I.E. Existing hydrant annotation and leader would be placed on layer "EN-WATER".

LEROY TEMPLATE PLOTTED PLOTTED SIZE x PLOT SCALE = SCALED HEIGHT

<u>SIZE</u>	<u>SIZE</u>
L80	0.08" @ 1"=20' this would be 1.6' high letters
L100	0.10"
L120	0.12"
L140	0.14"
L175	0.175"
L200	0.20"
etc.	_____

Line weights are to be set to Leroy pen size standards. This is accomplished through the use of the DELRAY.CTB (or PCP) file. The file will set ACAD PENS 1 through 14 to plot in leroy pen sizes 000 through 3. Pens 1 through 7 will print solid dark black and pens 8 through 14 will print shaded (halftone). Note : Half tones are accomplished in the abovementioned plotter control files. The screening value of the affected pens has been modified.

Elevations, spot elevations, spot shots, or grade elevations; whatever the term, are to be set in a drawing using a POINT block. A block consisting of an AutoCAD point and an elevation attribute is acceptable. An Autodesk Land Development Desktop point block is preferable and included on the standard files CD.

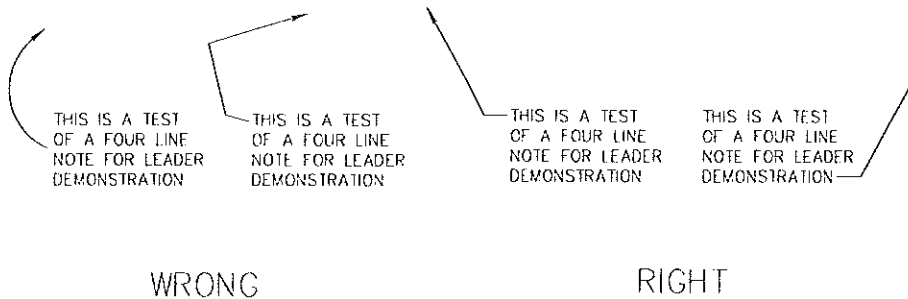
There are a few main issues regarding drawing management and file transfers to the city that require compliance. When producing a drawing file for the city all efforts should be made to create drawing files in model space only. Files will not be acceptable if they contain nested blocks or nested xrefs. When transferring files to the City on a CD make sure that all support files are included. DO NOT copy drawing files directly from your storage location to a CD. Use the wblock command to write a drawing file containing only the entities in your deliverable as seen on the screen. This will eliminate the transfer of unused or confusing data to the city.

Contact the City's Engineering Division to receive digital file copies of all prototypes and more information regarding standards.

FILES ON DISK DESCRIPTION:

- COVERSHT.DWG Standard PROJECT TITLE SHEET block. Insert unexploded with a scale factor equal to the desired plot scale. ATTDIA should be on.
- DELRAY.DWG Start a NEW drawing using this prototype. This drawing file contains all the standard layers used by the city engineering division. See standards CD for a document file explaining the layer structure.
- 2436STAN.DWG Standard border and title block. Insert unexploded with a scale factor equal to the desired plot scale. ATTDIA should be on.
- LEROY.DWG Insert exploded to make base leroy styles available in a drawing. The heights should be adjusted per desired plot scale.
- DIMARROW.DWG This DIMARROW is to be used in place of ANY Autodesk standard dimarrows for dimensioning and leaders. Standard AutoCAD dimarrows are worthless entities and do not permit a global editing when required. An example would be a case where a drawing pieced together from drawings created using different LTSCALE settings ends up having arrows of different sizes. Using this DIMARROW block they can be rescaled all at the same time without moving from their original insertion points.

PLACEMENT OF LEADER LINES



DELRAY.CTB

If applicable, this AutoCAD plotter control file is used for plotting on an 1055cm, T2300, or equal HP plotter. It maintains leroxy pen widths on drawings, and defaults to the standard sheet size used for plotting, when the standard 2436STAN.dwg border is used. Original layer settings from the DELRAY.dwg prototype must be maintained if using this file for plotting. A PCP file is also included for the same purpose if needed.

POINT.DWG

Standard Softdesk(LDD) point block. For those consultants not using Autodesk Land Development Desktop survey functions to import fieldwork, this block must be inserted manually. They have to be inserted unexploded at a scale factor equal to the plotted scale of the drawing. The point attribute values are to be modified appropriately.

ACAD.LIN

Standard Linetype file. It contains some custom linetypes that we use. For example: Using the AutoCAD standard hatch pattern of dots in a drawing is very cumbersome in terms of added file size. So, creating hatch patterns containing only lines, helps the file size stay extremely small, thus the creation of a hatch pattern using a line definition of dots.

We use a standard dot hatching equal to those old peel and stick films used in the pre-CAD days. You could define patterns of dots in densities of 10, 15, 20, 30, etc... percent (%). When varied pen widths or half tones are applied in their use many combinations are possible.

EXHIBIT B

Raw Salary Hourly Rates With Overhead Factor Employer Category	Raw Salary Hourly Rates
--	----------------------------

Professionals – (Engineers, Architects, Planners, Economists, Scientists, Hydrologists, Hydrogeologists, Geologists, etc.)

Professional Land Surveyors - 2 @ \$135.00/Hour
Professional Engineers – 2 @ \$135.00/Hour
Landscape Architect – 1 @ \$125.00/Hour

Technicians – (Drafters, Graphic Artists, Computer, Surveyors, Cartographics, Construction Inspectors, etc.)

CADD Operators – 4 @ \$85.00/Hour

Surveyors – 13: Field Survey Crew @ \$125.00/Hour
GPS Survey Crew @ \$165.00/Hour
Laser Scanning Survey Crew @ \$200.00/Hour
Robotic Survey Crew @ \$140.00/Hour

Inspector – 1 @ \$70.00/Hour

Office Support

Administrative Staff – 4 @ \$75.00/Hour

EXHIBIT C

CONSULTING SERVICES INVOICE FORMAT

Bill To: City of Delray Beach
434 S. Swinton Ave.
Delray Beach, FL 33444

Invoice # _____

Invoice Date: _____

Service Auth. # _____

City Purchase Order # _____

City Project Number: _____

Remit To: _____

City Project Title: _____
For Professional Services for Period Ending: _____

Project Status Summary Paragraph (Description of Services Provided): _____

Insert Status Summary / Description of Services

LABOR

<u>Class</u>	<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Principal				\$0.00
Sr. Engineer				\$0.00
Engineer				\$0.00
Cadd Designer				\$0.00
Sr. Engineering Tech				\$0.00
Sr. Inspector				\$0.00
Clerical				\$0.00
Subtotal Labor				\$0.00

SUBCONSULTANTS (Must attach copies of backup invoices)

	<u>Amount</u>
Insert Name of Subconsultant	\$0.00
Insert Name of Subconsultant	\$0.00
Subtotal Subconsultants	\$0.00

REIMBURSABLE/OUT-OF-POCKET EXPENSES (Must attach copies of backup)

	<u>Amount</u>
Postage	\$0.00
Printing	\$0.00
Subtotal Expenses	\$0.00

TOTAL AMOUNT DUE THIS INVOICE:

\$0.00

EXHIBIT C (page 2)

Bill To: City of Delray Beach
434 S. Swinton Ave.
Delray Beach, FL 33444

Invoice # _____

Invoice Date: _____

Service Auth. # _____

City Purchase Order # _____

City Project Number: _____

Remit To: _____

City Project Title: _____

For Professional Services for Period Ending: _____

<u>COST SUMMARY</u>		(Must match cost breakdown in Service Authorization)
<u>Phase or Task Number</u>	<u>Phase or Task Description</u>	<u>Amount</u>
Phase I or Task 1	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase II or Task 2	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase III or Task 3	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase IV or Task 4	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase V or Task 5	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00

EXHIBIT C (page 3)

Bill To:	City of Delray Beach 434 S. Swinton Ave. Delray Beach, FL 33444	Invoice # _____
Remit To:	_____	Invoice Date: _____
	_____	Service Auth. # _____
	_____	City Purchase Order # _____
		City Project Number: _____

City Project Title: _____
For Professional Services for Period Ending: _____

<u>Phase or Task Number</u>	<u>Phase or Task Description</u>	<u>Amount</u>
Phase VI or Task 6	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase VII or Task 7	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase VIII or Task 8	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
<u>TOTAL CONTRACT COSTS</u>		
	Total Contract Amount	\$0.00
	Total Amount Earned This Period	\$0.00
	Total Amount Previously Earned	\$0.00
	Total Amount Remaining	\$0.00



CERTIFICATE OF LIABILITY INSURANCE

OP ID: M5

DATE (MM/DD/YYYY)

03/23/12

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

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

PRODUCER Celedinas Insurance Group -PBG 4283 Northlake Blvd. Palm Beach Gardens, FL 33410 William Hamilton	561-622-2550	CONTACT NAME:	
	561-721-0540	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	CAULF-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Caulfield & Wheeler Inc 7301A West Palmetto Park Road Boca Raton, FL 33433-3458	INSURER A:	Hanover Insurance Group	22292
	INSURER B:	Admiral Insurance Company	24856
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	WVD	ZZJ7909493	04/02/11	04/02/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Waiver of Subro.						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY	X	WVD	AZJ7921025	04/02/11	04/02/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
A	UMBRELLA LIAB	X	WVD	UHH7921028	04/02/11	04/02/12	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	DEDUCTIBLE						
RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A							OTHER
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Property			ZZJ7909493	04/02/11	04/02/12	Building 300,000
B	Professional Liab			EO00001668801	04/16/11	04/16/12	Prof Liab 1,000,000

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

Project: 2012 Surveying Consultant Agreement Projects
The City of Delray Beach is listed as additional insured in regards to the general liability and commercial automobile policies.

CERTIFICATE HOLDER

DELRAYB

City of Delray Beach
100 NW First Ave
Delray Beach, FL 33444

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

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: M5

DATE (MM/DD/YYYY)

03/23/12

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

PRODUCER Coladinas Insurance Group -PBG 4283 Northlake Blvd. Palm Beach Gardens, FL 33410 William Hamilton	561-622-2550	CONTACT NAME:	
	561-721-0540	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	CAULF-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Caulfield & Wheeler Inc 7301A West Palmetto Park Road Boca Raton, FL 33433-3458	INSURER A:	Hanover Insurance Group	22292
	INSURER B:	Admiral Insurance Company	24856
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		ZZJ7909493	04/02/12	04/02/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Waiver of Subro.						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		AZJ7921025	04/02/12	04/02/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UHH7921028	04/02/12	04/02/13	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						
	<input type="checkbox"/> RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A							WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Property			ZZJ7909493	04/02/12	04/02/13	Building 300,000
B	Professional Liab			EO00001668801	04/16/12	04/16/13	Prof Liab 1,000,000

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

Project: 2012 Surveying Consultant Agreement Projects
The City of Delray Beach is listed as additional insured in regards to the general liability and commercial automobile policies.

CERTIFICATE HOLDER**DELRAYB**

City of Delray Beach
100 NW First Ave
Delray Beach, FL 33444

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

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/12

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514 EMAIL ADDRESS: ADP.COI.Center@Aon.com
INSURED ADP TotalSource CO XXIII, Inc 10200 Sunset Drive Miami, FL 33173 ALTERNATE EMPLOYER Caulfield & Wheeler Inc. 7301-A W. Palmetto Park Rd. Suite 100-A Boca Raton, FL 33433	INSURER(S) AFFORDING COVERAGE INSURER A: Illinois National Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 402207

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	WC 012437068 FL	07/01/11	07/01/12	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Delray Beach Attn: Bill Grieve 100 NW 1st Avenue Delray Beach, FL 33444	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 <i>Aon Risk Services, Inc of Florida</i>
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The following is our position on the commonly requested coverages:

Primary & Non-Contributory -- our position/understanding & interpretation is both primary & specifically "non-contributory" is built into the basic coverage form. While the form does not specifically state "non-contributory" per say, it implies it. Therefore, again it is our interpretation, it is built into the basic form & you can feel free to show it on you COL.

Blanket Additional Insured - the additional insured is afforded as indicated in the Summary of Coverages, item #1 of our Commercial General Liability Special Broadening Endorsement (refer to the attached). This includes completed operations.

Blanket Waiver of Subrogation GL - if our insured has waived their right of subrogation in a contract, the policy does not have to be endorsed for this to be upheld. If the contract requires proof through an endorsement or the insured specifically requests the endorsement, we are comfortable adding on CG2404 to our GL policy, since this endorsement acts only as an acknowledgment of the waiver.

While we do not say "blanket" additional insured or "blanket" waiver of subrogation, we are providing the coverage per indicated above.



Y:\Tom\Product Line
Info\Package Propert

Blanket Waiver of Subrogation AUTO - Condition 5 of the Commercial Auto Coverage Form concerns the Transfer of Rights of Recovery Against Others to Us. This condition does not come right out and say that the insured can waive our right of subrogation but it infers that this is allowed. The condition states that the insured "must do nothing after the accident or loss to impair our right". So if the insured does something prior to the loss to waive those rights they are most likely waived.

Blanket Additional Insured - AUTO - CA00 01 03 06 describes this coverage under SECTION II Liability Coverage 1c. Who is An Insured - Anyone liable for the conduct of an "insured" described but only to the extent of that liability

Cross Liability and Severability of Interest - the Auto policy does include a cross liability and severability of interest clause under the definition of "insured". Here's the definition: "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

This is very similar to how the CGL operates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1. Additional Insured by Contract, Agreement or Permit	Included
2. Additional Insured - Broad Form Vendors	Included
3. Aggregate Limit per Location	Included
4. Alienated Premises	Included
5. Bodily Injury Redefined	Included
6. Broad Form Property Damage - Borrowed Equipment, Customers Goods & Use of Elevators	Included
7. Extended Property Damage	Included
8. Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
9. Knowledge of Occurrence	Included
10. Liberalization Clause	Included
11. Medical Payments - Increased Limit	\$ 10,000
12. Mobile Equipment Redefined	Included
13. Newly Acquired or Formed Organizations - Covered until end of policy period	Included
14. Non-owned Watercraft	51 ft.
15. Personal Injury - Broad Form	Included
16. Product Recall Expense	
- Each Occurrence Limit	\$ 25,000
- Aggregate Limit	\$ 50,000
17. Property Damage Legal Liability (Fire, Lighting, Explosion, Smoke or Leakage Damage)	\$500,000
18. Supplementary Payments Increased Limits	
- Bail Bonds	\$ 2,500
- Loss of Earnings	\$ 300
19. Unintentional Failure to Disclose Hazards	Included
20. Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Form through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

Under **Section II - Who Is An Insured**, Paragraph 5. is added as follows:

- 5. a.** Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide insurance, is an insured, but only with respect to:

- (1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

- (2) Premises you own, rent, lease or occupy.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

- b.** This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

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- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.
- (3) To any person or organization included as an insured under Item 2 of this endorsement.
- (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.
- (5) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

2. Additional Insured - Broad Form Vendors

Under **Section II - Who Is An Insured**, Paragraph 6. is added as follows:

- 6. a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- b. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of 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;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;

- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Aggregate Limit Per Location

- (1) Under **Section III - Limits of Insurance** the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- (2) Under **Section V - Definitions**, definition 23. is added as follows:
 - 22. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. Alienated Premises

Under **Section I - Coverage A**, paragraph 2. **Exclusions**, j. (2) is replaced in its entirety with the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

5. Bodily Injury Redefined

Under **Section V - Definitions**, definition 3. "bodily injury" is replaced in its entirety with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from "bodily injury", sickness or disease.
6. **Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
 - (1) Under Section I - Coverage A, paragraph 2. Exclusion J. is amended as follows:
Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.
 - (2) Under Section V - Definitions, definition 24. is added as follows:
23. "Customers goods" means property of your customer on your premises for the purpose of being:
 - a. worked on; or
 - b. used in your manufacturing process.
 - (3) The Insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
7. **Extended Property Damage**
Under Section I - Coverage A, paragraph 2. Exclusions, Exclusion a. is replaced in its entirety with the following:
a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
8. **Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
Under Section II - Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
9. **Knowledge of Occurrence**
Under Section IV - Commercial General Liability Conditions, Condition 2 - Duties in the Event of Occurrence, Offense, Claim or Suit, paragraph e. is added as follows:
e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
10. **Liberalization Clause**
Under Section IV - Commercial General Liability Conditions, condition 10. is added as follows:
10. **Liberalization Clause**
If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
11. **Medical Payments - Increased Limits**
 - (1) Under Section I - Coverage C, paragraph a. (2) is replaced in its entirety by the following:
(2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (2) Under Section III - Limits of Insurance, paragraph 7. is replaced in its entirety by the following:
7. Subject to 5. above, the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.
 - (3) This coverage does not apply if Coverage C - Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.
12. **Mobile Equipment Redefined**
Under Section V - Definitions, definition 12, Mobile Equipment, paragraph f.(1)(a)(b)(c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.
13. **Newly Acquired Or Formed Organizations**
Under Section II - Who Is An Insured, paragraph 4.a. is replaced in its entirety by the following:

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- a. Coverage under this provision is afforded only until the end of the policy period.

14. Non-Owned Watercraft

Under **Section I - Coverage A**, paragraph 2 **Exclusions, g.(2)** is replaced in its entirety by the following:

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

15. Personal Injury - Broad Form

- (1) Under **Section I - Coverage B**, paragraph 2.e. is deleted in its entirety.

- (2) Under **Section V - Definitions**, definition 14, paragraph b. is replaced in its entirety by the following:

b. Malicious prosecution or abuse of process.

- (3) Under **Section V - Definitions**, definition 14, paragraph h. is added as follows:

h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured;
- (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

- (2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

- (4) This coverage does not apply if **Coverage B - Personal and Advertising Injury Liability** is excluded either by the provisions of the Coverage Part or by endorsement.

16. Product Recall Expense

- (1) Under **Section I - Coverage A**, paragraph 2 **Exclusions, n.** is replaced in its entirety by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection,

repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "Product recall expenses" resulting from:

- (1) Failure of any products to accomplish their intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- (2) Under **Section II - Who Is An Insured**, paragraph 4.d. is added as follows:

d. Coverage A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- (3) Under **Section III - Limits of Insurance**, paragraph 8. is added as follows:

8. The Limits of Insurance and rules stated below fix the most we will pay under this coverage part.

- (1) The Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.

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- (2) The Each Occurrence Limit shown in the Summary of Coverages Declaration is the most we will pay in connection with any one defect or deficiency.

(a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one occurrence.

(b) Any amount reimbursed for "product recall expenses" in connection with any one occurrence will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

(c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

The Limits of Insurance of Product Recall Expense apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- (3) A Deductible of \$500 applies for Each Occurrence.

- (4) Under Section IV - Commercial General Liability Conditions, Condition 2 - Duties in the Event of Occurrence, Offense, Claim or Suit, paragraph f. is added as follows:

f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all

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such products are free from defects that could be a cause of loss under this insurance.

- (5) Under Section V - Definitions, the following definitions are added:

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

26. "Product recall expense" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

17. **Property Damage Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage)**

(1) The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in the Limits of Insurance section of the Declarations for the Commercial General Liability Coverage Part.

- (2) Under **Section I - Coverage A**, the last paragraph (after the exclusions) is replaced in its entirety by the following:
- Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III). This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.
- (3) Under **Section III - Limits Of Insurance**, paragraph 6. is replaced in its entirety by the following:
6. Subject to 5. above, the higher of:
- \$500,000; or
 - The Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "property damage" from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.
- (4) Under **Section IV - Commercial General Liability Conditions**, Condition 4. **Other Insurance**, paragraph b.(2) is replaced by the following:
- b.(2) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (5) Under **Section V - Definitions**, definition 9. **"Insured contract"**, a. is replaced in its entirety by the following:
- 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 by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
- (6) This coverage does not apply if Fire Damage Legal Liability of Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.
18. **Supplementary Payments-Increased Limits**
Under **Section I - Supplementary Payments, Coverages A and B**, paragraphs 1.b. and 1.d. are replaced in their entirety as follows:
- 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.
 - 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 \$300 a day because of time off from work.
19. **Unintentional Failure to Disclose Hazards**
Under **Section IV - Commercial General Liability Conditions**, Condition 6. - **Representations**, paragraph d. is added as follows:
- We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
20. **Unintentional Failure to Notify**
Under **Section IV - Commercial General Liability Conditions**, Condition 2. - **Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph g. is added as follows:
- Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

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**POLICY HOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. You are hereby notified that under the Act, as amended in 2007, the definition of act of terrorism has changed.

The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act, as amended. Your policy, however, may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

DISCLOSURE OF \$100 BILLION CAP

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

DISCLOSURE OF PREMIUM

See disclosure of premium in the preceding pages in the quote letter.