

# **AGREEMENT**

**Between**

**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**

**and**

**CORCORAN & JOHNSTON GOVERNMENT RELATIONS**

**For**

**GOVERNMENT RELATIONS & LOBBYIST SERVICES**

**THEA CONTRACT NO. O-01215**

THIS AGREEMENT is made and entered into as of the **1<sup>st</sup> day of November, 2015** ("**Effective Date**"), by and between the **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, a public body politic and corporate and agency of the State of Florida, organized and existing under the Laws of Florida ("**Authority**"), whose address is 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602, and **CORCORAN & JOHNSTON GOVERNMENT RELATIONS**, ("**CONSULTANT**"), a corporation duly existing under the laws of the State of Florida, whose local address is 21748 State Road 54, Suite 102, Lutz, Florida 33549.

WHEREAS, the Authority is created and established to construct, reconstruct, improve, extend, repair, maintain, and operate the "Expressway System", pursuant to Part IV, Chapter 348, Florida Statutes; and

WHEREAS, pursuant to Section 348.54, Florida Statutes, the Authority has been granted the power to make contracts of every name and nature and to execute all instruments necessary or convenient for the conduct of its business and for carrying out the purposes of the Authority; and

WHEREAS, in response to the Authority's competitive solicitation process, the CONSULTANT submitted its proposal No. O-01215 on September 01, 2015; and

WHEREAS, the Authority has identified CONSULTANT is a highly qualified provider of the required services and requested CONSULTANT to conduct state governmental and lobbyist consulting services ("**Services**") as more particularly described in the Scope of Services attached as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Authority agrees to compensate the CONSULTANT for the Services, as authorized and described herein, and CONSULTANT agrees to perform such Services in accordance with the Fee Schedule attached as Exhibit "B" and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the mutual covenants herein made and the benefits to accrue to the parties, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. RECITALS.**

The above recitals are true and correct and are incorporated herein.

**2. SERVICES AND PERFORMANCE.**

2.01 The Authority hereby retains the Contractor pursuant to the terms set forth in this Agreement and services to be performed by or on behalf of the Contractor is hereinafter described in Exhibit "A" to this Agreement. Specific project services to be rendered by the Contractor will commence upon execution of the contract by the parties.

2.02 Before making any additions or deletions to the Services described in this Agreement or in Exhibit "A" that are essential to the completion of Services and which require additional compensation, the parties shall negotiate any changes or revisions to such Services and any necessary cost changes and shall enter into a supplemental written agreement providing for such modifications and the compensation to be paid therefore. Such supplemental agreement(s) may also be described on a Change Order and such agreement(s) that will exceed the approved Project budget are subject to the approval of the Authority's governing Board. Upon execution, any such supplemental agreement(s) and/or Change Orders shall be attached hereto and incorporated herein by reference.

2.03 The proposal submitted for this Project was evaluated, in part, based upon the qualifications of the Contractor's organization and upon the qualifications of key personnel presented in the Proposal. The Contractor agrees and acknowledges that it will provide the full complement of staff required to perform the Services, including the specific individuals named in the Proposal. The specific key personnel named in the Contractor's Proposal shall remain assigned for the duration of the Project, unless otherwise agreed to in writing by the Authority.

2.04 In the event Contractor proposes to substitute any of the key personnel, the individual(s) proposed as substitute(s) must demonstrate equal or superior qualifications and experience as required to

successfully perform such duties. The Authority shall have the sole right to determine whether key personnel proposed as substitutes are accepted and qualified to work on the Project.

2.05 The Contractor agrees to coordinate the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the Agreement.

2.06 The Contractor shall function as an extension of the Authority's staff by providing qualified technical and professional personnel to perform the Services assigned under the terms of this Agreement. The Contractor shall be expected to operate without extensive oversight and direction and to represent, advance, and further the interests of the Authority throughout all aspects and phases of the Project.

2.07 The Contractor and its subContractors agree to provide the Services in accordance with the generally accepted standards of ethical and professional practice and in accordance with all applicable laws, rules, regulations, ordinances, codes, decrees, policies, standards or other guidelines issued by those governmental agencies which have or may claim jurisdiction over all or any portion of the Services. Contractor has represented to the Authority during the selection process that the Contractor possesses that level of skill, knowledge, experience, and expertise that is required to perform the Services.

2.08 The Contractor shall perform the Services to the reasonable satisfaction of the Authority. All questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement regarding the prosecution and fulfillment of the Services or the character, quality, amount, or value thereof, which cannot be settled by mutual agreement of the parties shall be first attempted to be resolved by non-binding mediation, then settled by recourse to litigation under Florida Law, subject to the additional provisions of Sections 9 through 11.

2.09 The Services of the Contractor have been and will be rendered as an independent contractor and not as an employee. In this regard, the Contractor shall not be deemed as an employee of the Authority for purposes of any tax or contribution levied by the Federal Social Security Act or any corresponding state law with respect to employment or compensation for employment, and the Contractor shall file all tax forms required of an independent contractor.

2.10 The Authority will be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination will be maintained by the Contractor with the Authority, or other agencies interested in the Project on behalf of the Authority.

2.11 The Contractor shall permit inspections of its Services by the Authority or its designee, if requested by the Authority.

2.12 Contractor agrees to provide Project Schedules and Progress Reports in a format acceptable to the Authority at intervals established by the Authority. The Authority's Executive Director and/or its designee(s) shall meet with the Contractor's key personnel to plan for performance of work activities and staffing levels to be provided by the Contractor. The closest collaboration and cooperation shall be maintained by the Contractor with authorized representatives of the Authority, or of other agencies and organizations designated by the Authority.

2.13 All plans, tracings, reports, drawings, maps, estimates, specifications, computer records, survey notes, reports, records management programs, and any other data, deliverable, and material, and any part thereof, created, compiled, prepared or obtained by or on behalf of the Contractor pursuant to this Agreement, as well as all data collected, together with summaries and charts derived therefrom and together with all materials and data furnished to the Contractor by the Authority, are instruments of service in respect to the Project hereunder and shall upon payment to Contractor for Services rendered hereunder be and remain the property of the Authority without restriction or limitations on its use will be made available, upon request, to the Authority at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Authority of said document(s), the Authority will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Contractor will not copyright any material and products or patent any invention developed under this Agreement. The Authority agrees that it will not make any modifications to the signed and sealed documents of the Contractor or allow or enable others to reuse such documents without the prior written consent of the Contractor, which consent shall not be unreasonably withheld.

2.14 All final plans, documents, reports, studies and other data prepared by the Contractor shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Authority of Business and Professional Regulation, and guidelines published by the Authority, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

### **3. TERM.**

3.01 Subject to the termination provisions set forth in this Agreement, this Agreement shall begin upon the date set as the "Effective Date" and shall continue in effect for a period of three (3) years with the option to renew for two (2) additional one (1) year terms. The renewal options, if exercised, will be in the form of a written Task Order Authorization, in the form attached as Exhibit "D", which requires

CONSULTANT's signature denoting its acknowledgement and acceptance to extend the Agreement for the subsequent one (1) year term under the same terms and conditions.

3.02 Contractor will not be permitted to commence or continue work efforts if all conditions precedent to commencement under the Agreement have not been satisfied.

3.03 In the event it becomes impracticable or impossible for the Contractor to complete the expected services within the term of this Agreement due to delays on the part of the Authority or circumstances beyond the control of the Contractor, The Agreement may be extended. An extension of the Agreement must be in writing. In the event there are delays caused by the Authority in approval of any of the materials submitted by the Contractor or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Contractor which delay the scheduled Project completion date, the Authority may grant an extension of time equal to the aforementioned Project schedule delay, as a minimum by issuance of a Time Extension Letter.

3.04 It will be the responsibility of the Contractor to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the Project. In the event there have been delays which would affect the Project completion date, the Contractor will submit a written request to the Authority which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Authority will review the request and make a determination as to granting all or part of the requested extension.

3.05 In the event time for performance of the scheduled Project services expires and the Contractor has not requested, or if the Authority has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Authority if the Agreement term has not expired.

#### **4. COMPENSATION AND PAYMENT.**

4.01 The Authority agrees to compensate the CONSULTANT for Services performed under this Agreement, as described in the **Fee Schedule, Exhibit "B"** to this Agreement and/or in individual executed Task Order(s) as applicable.

4.02 The Consultant, Corcoran & Johnston Government Relations shall be paid an Annual Flat Rate Fee of **\$105,000 in year one of the contract** for services rendered. The Annual Flat Rate Fee shall be paid in twelve equal monthly payments of \$8,750. The Annual Flat Rate Fee shall include all costs

associated with performance of the Consultant including out-of-pocket expenses, with the exception of travel. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this contract will be paid in accordance with the rates and conditions set forth in Section 112 061, Florida Statutes.

4.03 The Sub-Consultant, Louis Betz & Associates, shall be paid for "on-call, as-needed" services rendered not to exceed \$30,000. per year. A fee of \$2,500. per month shall be paid for each month **only when services are rendered**. The Sub-Consultant, Allegra/Manci Graphics Corporation, shall be paid for "on-call, as-needed" services rendered not to exceed \$7,500. per year **only when services are rendered**. The fee shall include all costs associated with performance of the Sub-Consultant including out-of-pocket expenses, with the exception of travel. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this contract will be paid in accordance with the rates and conditions set forth in Section 112 061, Florida Statutes.

4.04 Sub-Consultant services under this Agreement will be requested by the Authority on an as-needed basis. The Authority does not guarantee that any Services will be assigned to the Sub-Consultant during the term of this Agreement. The Authority has not made any representation or assurance to the Consultant or Sub-Consultant as to the total compensation to be paid to the Sub-Consultant under this Agreement. The Authority at its option may elect to have any of the Services set forth herein performed by other consultants or Authority staff.

4.05 Nothing in this Agreement shall create any contractual relationship between any sub-consultant and Authority or any obligation on the part of Authority to pay or to see to the payment of any monies due any sub-consultant, except as may be otherwise required by law.

4.06 The Consultant shall submit monthly invoices to the Authority for appropriate costs no more than thirty (30) calendar days after the end of the billing period. The amount invoiced shall be in accordance with the terms of the Fee Schedule, Exhibit "B", and shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Progress report(s) shall be submitted with each invoice. Such reports shall also include information with respect to the Consultant's utilization of SBE firms. The Authority shall have 30 days to review and render payment for all work deemed satisfactorily performed.

4.07 If a payment is not made to the Consultant within 30 days of receipt of an approved invoice, a separate interest penalty at a rate established pursuant to Section 218.74, Florida Statutes will be due and payable to the Consultant. Invoices that are returned to the Consultant because of preparation errors or uncompleted or unsatisfactory work will result in a delay in the payment and are not subject to the 30-day payment provision.

4.08 Invoices for any travel expenses, when authorized by terms of this Agreement and by the Authority's Executive Director, will be submitted in accordance with Section 112.061, Florida Statutes.

4.09 Records of costs ("Records") incurred under terms of this Agreement will be maintained by the CONSULTANT for the entire term of the Agreement and for a period of three (3) years after the later of (a) final acceptance of a project by the Authority; (b) the end of the term of the Agreement; or (c) until all claims (if any) regarding the Agreement are resolved. Final acceptance is defined as when a project or service has been satisfactorily completed, as determined by the Authority, and at which time the CONSULTANT shall be given written notice of final acceptance. Incomplete or incorrect entries in such Records shall be grounds for disallowance by the Authority of any fees, expenses, or costs based upon such entries. Records of costs incurred shall include the CONSULTANT's general accounting records and project records, together with supporting documents of the CONSULTANT and all subconsultants performing services under the Agreement, and all other records of the CONSULTANT and subconsultants that are considered necessary by the Authority for a proper audit.

4.10 Effect of Payments. No payment by the Authority shall relieve the CONSULTANT of its obligation to deliver timely the Services required under this Agreement. If after approving or paying for any service, product, or deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the CONSULTANT fails to correct or cure the same within a reasonable period of time and at no additional cost to the Authority, the CONSULTANT shall return any compensation received therefore. No compensation shall be made for revisions to the Consultant's or subconsultant services or deliverables required due in any way to the error, omission, or fault of the CONSULTANT, its employees, agents, subconsultants or subcontractors. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the CONSULTANT pursuant to the terms of this Agreement upon providing the CONSULTANT prior written notice thereof.

4.11 The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Authority to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Authority determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement date of final billing or acceptance of the work by the Authority, whichever is later.

## **5. INDEMNITY.**

5.01 The Contractor will indemnify, save, and hold harmless the Authority, its members, officers, agents, representatives, and employees from any claim, loss, suit, action, demand, liability, damage, cost, charge, and expense, including but not limited to reasonable attorneys' and paralegal fees (at trial and on appeal), to the extent caused by any negligent act, error, omission, recklessness, or intentional misconduct by the Contractor, its agents, employees, or subContractors during the performance of Services under this Agreement. The Contractor, its agents, employees or subContractors shall not be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Authority or any of its officers, agents, or employees during the performance of this Agreement.

5.02 If either party receives a notice of claim for damages that may have been caused by the Contractor in the performance of Services required of the Contractor under this Agreement, such party shall promptly evaluate the claim and report its findings to each other. The Authority and the Contractor will evaluate the claim and report their findings to each other within seven (7) working days from the date the last party received notice of such claim. The Authority's failure to notify the Contractor of a claim within seven (7) working days will not release the Contractor from any of the requirements of this section upon subsequent notification by the Authority to the Contractor of the claim.

5.03 The parties agree that one percent (1%) of the total compensation to the Contractor for performance of this Agreement is the specific consideration from the Authority to the Contractor for the Contractor's indemnity agreement.

## **6. INSURANCE.**

6.01 The Contractor shall not commence any work until insurance of the types listed in the Insurance, Requirements, Coverages, and Limits, of Exhibit "C", to this Agreement have been obtained. Contractor agrees to provide Certificate(s) of Insurance to the Authority. Such insurance shall be maintained in full force and effect during the term of this Agreement or for a longer term as may be otherwise provided hereunder. All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable to the Authority. All insurance coverages required of the Contractor shall be primary over any insurance or self-insurance program carried by the Authority. The Authority's approval or disapproval of Contractor's insurance shall not release the Contractor and subContractors of their respective obligations to exercise due care in the performance of their duties.

6.02 The Certificate of Insurance shall include the following statement: "The policy(ies) will not be cancelled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the Authority, Attention: Contracts Department, at the address set forth in this Agreement or such other address as may hereafter be specified. The Authority reserves the right to review a copy of such policy or policies upon request.

## **7. TERMINATION AND DEFAULT.**

7.01 The Authority may terminate this Agreement unilaterally in whole or in part at any time the Authority deems it in its interest to effectuate such termination by providing thirty (30) days written notice of such intention. The Authority also reserves the right, with or without cause, to terminate any one or any combination of Services to be rendered by the Contractor without terminating the Agreement. Termination of the Agreement by the Authority shall occur as follows:

7.02 **Termination for Cause.** If the Authority determines the performance of the Contractor is not in compliance with the terms herein, the Authority may notify the Contractor of the deficiency with the requirement that the deficiency be corrected within a specified time ("Corrective Period"), but not less than 10 days. Upon Contractor's failure to correct the stated deficiency, the Agreement will be terminated at the end of the Corrective Period.

7.03 **Termination Without Cause.** If the Authority opts to terminate the Agreement or portions thereof for no stated reasons, the Authority will notify the Contractor of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

7.04 If the Agreement is terminated under these provisions before performance is completed; the Contractor will be paid for the Services provided and expenses incurred in compliance with the requirements of this Agreement to the date of termination. Payment is to be on the basis of substantiated costs, not to exceed an amount, which is the same percentage of the contract price as the amount of Services satisfactorily completed called for by the Agreement. All Services in progress shall be deemed the property of the Authority and shall be promptly delivered at no expense to the Authority at the address set forth above, unless directed in writing to another location.

7.05 The Contractor may cancel this Agreement only by mutual consent of both parties.

## **8. MISCELLANEOUS PROVISIONS.**

8.01 **Public Entity Crime Information Statement.** The Contractor represents that it is not currently on the convicted vendor list as provided in its Proposal under "Public Entity Crime Information

Statement." The Contractor also represents that its sub-Contractors are not currently on the convicted vendor list, and that it shall notify the Authority immediately if, during this Agreement, it or its sub-Contractor(s) is placed on said list. A person or affiliate who has been placed on the said list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**8.02 Publicity.** No information relative to the existence or the details of the Services or the Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without Authority's prior written consent.

**8.03 Public Records.** The Contractor and sub-Contractors shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement. Specifically, if the Contractor is acting on behalf of the Authority, the Contractor must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Contractor;
- (b) Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no costs, to the Authority all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provide to the Authority in a format that is compatible with the information technology systems of Authority.
- (e) The Contractor shall promptly provide the Authority with a copy of any request to inspect or copy public records in possession of the Contractor and shall promptly provide the Authority a copy of the Contractor's response to each such request.

8.03.1 Contractor's failure to grant such public access will be grounds for immediate termination of this Contract by the Authority pursuant to Section 8, Termination and Default.

8.04 **Audit Right.** Authority shall have the right to audit the books, records, and accounts of Contractor that are related to this Project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

8.05 **Record Retention.** Contractor and its sub-contractors shall make available records, at reasonable times for examination and audit by Authority, financial records, supporting documents, statistical records, and any other documents including books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the Authority and/or the governmental agencies providing grant funds pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a period of three years from completion of the Project.

8.05.1 If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Authority to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Authority's disallowance and recovery of any payment upon such entry.

8.06 **Sub-Contractors.** The Contractor shall maintain an adequate and competent staff for the purpose of performing the Services hereunder. The Contractor may associate and utilize specialists for the purpose of rendering its Services hereunder, without additional costs to the Authority, other than those costs negotiated within the limits and terms of this Agreement. The Contractor shall require each authorized sub-Contractor or subcontractor to adhere to the appropriate provisions of this Agreement. The Contractor guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any sub-Contractor in connection with this Agreement.

8.07 **Unauthorized Aliens.** The Authority will consider the employment by Contractor or its sub-Contractors of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act.

Such violation will be cause for unilateral cancellation of this Agreement, by the Authority, if the Contractor knowingly employs unauthorized aliens.

**8.08 Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act.**

During the performance of Services under this Agreement, Contractor agrees that it will comply with all federal, state, and local laws and ordinances applicable to the Services or payment for Services thereof, and will not discriminate against any employee or applicant for employment because of race, age, creed, color, gender, national origin, or disability.

8.08.1 Contractor agrees that it will comply with all federal, state and local laws and ordinances applicable to the Services or payment for Services thereof and will not unlawfully discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by Authority, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

8.08.2 Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

8.08.3 Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, terminal, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

8.08.4 Contractor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or

recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

8.08.5 Contractor shall in all solicitations or advertisements for employees placed by or on behalf of Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin, or state that Contractor is an "Equal Opportunity Employer".

8.08.6 Contractor agrees to and shall post in conspicuous places, available to employees and applicants or employment notices setting forth the provisions of these Equal Employment Opportunity Clauses.

8.09 **E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System ([www.uscis.gov](http://www.uscis.gov)) in accordance with the terms governing use of the system to confirm the employment eligibility of:

- (a) All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
- (b) All persons, including subcontractors, assigned by the Contractor to perform work pursuant to this Agreement with the Authority.

8.09.1 Contractor shall provide proof of registration in the E-Verify system to the Authority upon execution of this Agreement. Documentation evidencing Contractor's registration in the E-Verify system shall be incorporated herein and made a part hereof as Exhibit "E."

8.10 **Drug-Free Workplace.** Contractor agrees and certifies that it either has or that it will establish a drug-free work place.

8.11 **SBE Policy.** The Contractor agrees to enhance contracting opportunities for Small Business Enterprises, as defined in the Authority's SBE Policy adopted on February 25, 2002, (as amended), as contained in Attachment 1 of Exhibit "A" and incorporated herein by reference. Contractor agrees to comply with the Authority's SBE Policy in its efforts to achieve its anticipated level of SBE participation, as proposed in its Proposal on Form 5, Anticipated SBE Participation Statement.

8.11.1 In the event the Contractor is found to be in non-compliance with the Authority's SBE Policy, or fails to perform good faith efforts to include SBE Firms on the project to meet or exceed Contractor's commitment as submitted with its Proposal on Form 5, Anticipated SBE Participation Statement, the Authority may impose sanctions against the Contractor including, but not limited to:

- (a) Withholding payments to the Contractor under the Contract until the Contractor remedies the “Anticipated SBE Participation Statement” deficiency;
- (b) Termination of the Contract;
- (c) Debarment of the Contractor from bidding on future Authority projects.

8.11.2 The Contractor understands that it is the responsibility of the Authority to monitor Contractor's compliance with the SBE Policy. In that regard, the Contractor agrees to furnish to the Authority monthly reports, using forms and/or formats acceptable to the Authority, on the progress of its SBE participation.

8.12 **Entire Agreement.** This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

8.13 **Severability.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, 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.

8.14 **Successors and Assigns.** Authority and Contractor bind themselves, their successors, assigns, executors, administrators and other legal representatives to the other party hereto and to successors, assigns, executors, administrators and other legal representatives of such other party in respect to all terms and conditions of this Agreement.

8.15 **Assignment:** The Contractor shall not sublet, assign, or transfer any Services or obligation under this Agreement without the prior written consent of the Authority. Responsibility for sublet, assigned or transferred Services shall remain with the Contractor.

8.16 **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Authority shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

8.17 **Waiver of Breach and Materiality.** Failure by Authority to enhance any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.18 **Scrutinized Companies:** In executing this Agreement, Contractor certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or engaged in business operations in Cuba or Syria.

8.18.1 Pursuant to Section 287.135(5), Florida Statutes, Contractor agrees that the Authority may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 Florida Statutes, or becomes engaged in business operations in Cuba or Syria during the term of this Agreement.

8.19 **Venue.** The parties agree that venue lies in Hillsborough County, Florida, for any action brought under the terms of, or to enforce, this Agreement; and the Contractor hereby waives any and all privileges and rights it may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience.

8.20 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Judicial Circuit of Hillsborough County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

8.21 **Legal Fees and Costs.** The parties agree that in the event that it should become necessary for either party to employ an attorney to enforce any of its rights hereunder, the prevailing party shall be entitled to reimbursement of all costs and expenses, including attorney's fees and paralegal fees (at both trial and appellate court levels) which may reasonably be incurred or paid at any time or times by it in connection therewith.

8.22 **Counterparts.** This Agreement may be executed in several counterparts and each counterpart shall constitute an original of this Agreement.

8.23 **Truth-in-Negotiation.** Signature of this Agreement by Contractor 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 as of the date of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums, by which the Authority determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

8.24 **Access to Records.** The Contractor and subContractors shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Upon receipt of any such public record request, the Contractor shall immediately notify the Authority of such request and fully cooperate with the Authority in responding to such request.

## **9. WAIVER OF JURY TRIAL AGREEMENT.**

9.01 Each party, by the execution hereof, knowingly, voluntarily and intentionally waive, for themselves and their respective successors and assigns, (including sub-Contractors and joint venture parties) any right which any one of them may have to a trial by jury in respect to any litigation, action, suit or proceeding (whether at law or in equity) based on this agreement and any amendment or addition to the agreement, or any course of conduct, course of dealing (whether oral or written) or actions of any party or their respective officers, principals, partners, employees, agents or representatives in connection with the agreement, whether arising in contract, tort or otherwise. No party shall seek to consolidate any such litigation, action, suit or proceeding in which a jury trial cannot be or has not been waived with any other action in which a jury trial has been waived. This provision is a material and mutual inducement to enter into this agreement.

9.02 If for any reason the foregoing waiver is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the provisions of Section 10 – Binding Arbitration shall govern.

9.03 The Contractor shall provide and require in any agreements with subContractors and material suppliers for this provision to be included in whole as it appears in this contract. Further, notwithstanding the requirement of the preceding sentence, the waiver of jury trial set forth in this section shall be deemed

incorporated into any and all agreements between the Contractor and subContractors and/or material suppliers for the provision of services or materials under this agreement.

**10. BINDING ARBITRATION (IF WAIVER OF JURY TRIAL IS UNENFORCEABLE).**

10.01 If the provisions of Section 9 - "Waiver of Jury Trial," are found to be unenforceable, all claims, disputes and controversies between the Authority and the Contractor shall be decided and resolved by binding arbitration. The arbitration shall occur in Tampa, Florida, and shall be conducted by a three (3) member panel. For arbitration of claims between the Authority and the Contractor arising out of or in any way related to a claim of the Contractor(s) against the Authority, the Contractor agrees to resolve those claims pursuant to the Arbitration provisions of the Authority's contract with the applicable Contractor(s), which the Contractor has familiarized itself with and adopts herein by this reference. For arbitration of claims between the Authority and the Contractor, not arising out of or in any way related to a claim of the Contractor(s) against the Authority, the Contractor shall pick one arbitrator who is not an employee of or doing business with the Contractor. The Authority shall pick one arbitrator who is not an employee of or doing business with the Authority. The two selected arbitrators shall select the third arbitrator with concurrence of the Parties, unless additional parties are involved in the arbitration through consolidation or joinder and obtain authorization from the Authority and the Contractor to select a representative arbitrator. In that event, the parties shall arrive at a reasonable method for selecting the arbitrators.

**11. PROCEDURE FOR BINDING ARBITRATION.**

11.01 Notice of the demand for arbitration will be filed in writing with the other party to the contract. Arbitration shall be conducted in accordance with the Florida Evidence Code. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

11.02 Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the contract in circumstances where:

- a) The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and,
- b) Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and,
- c) The written consent of the other person or entity sought to be included and of Authority and Contractor has been obtained for such inclusion, which consent shall make specific reference to this Paragraph.

11.03 In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with SubContractors and material suppliers) for joinder in such arbitration proceedings, and all dispute resolution procedures set out herein as preconditions to such arbitration.

11.04 Therefore, notwithstanding Section 11.02(c) above, if a claim, dispute or other matter in question between Authority and Contractor involves the work of a SubContractor, either the Authority or the Contractor may join such SubContractor as a party to the arbitration. Nothing in this Paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of SubContractor or supplier, and against Authority, Engineer, Contractor, or any of their Contractors that does not otherwise exist.

11.05 In connection with the arbitration proceeding all participants shall be afforded pre-hearing discovery in accordance with the rules of evidence of the Florida Evidence Code. The time frames and requirements of the Florida Evidence Code may be shortened or modified by the arbitration panel at their discretion or on motion by a party if acceptable to the arbitration panel or by agreement between the parties.

**12. NOTICES.**

12.01 All notices or other communications regarding this Agreement shall be made in writing and shall be deemed properly delivered to the addressee at the address set forth in this Agreement or such other address as may hereafter be specified in writing by (a) hand delivery, (b) courier service or overnight service, (c) facsimile transmittal, (d) mailing of such notice or (e) by email transmission.

**13. CAPTIONS.**

13.01 Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of this contract or the intent of any provision hereof.

**14. ATTACHMENTS.**

14.01 The documents listed below, hereto after known collectively as the "Contract Documents" are expressly agreed to be incorporated herein by reference, the same as though fully written herein or attached hereto, and made a part of without being limited thereto, this "Agreement" consists of the following:

- Exhibit "A"     Scope of Services
- Exhibit "B"     Fee Schedule
- Exhibit "C"     Insurance Requirements, Coverages, and Limits.

Exhibit “D”     Task Order Form

Exhibit “E”     Proof of E-Verify Registration

Exhibit “F”     Corcoran & Johnston Proposal – RFP No. O-01215

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and witnessed by their respective duly authorized officials all as the dates set forth below.

**TAMPA-HILLSBOROUGH COUNTY  
EXPRESSWAY AUTHORITY**

By:   
Curtis Stokes  
Chairman

Attest:   
Joseph Waggoner  
Executive Director

Date: 10/21/15

Date: 10/21/15

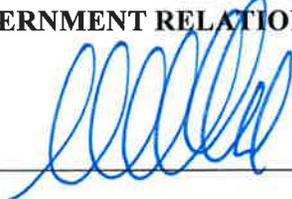
Authorization as to availability of funds:

Approved as to form, content and legality:

  
Lynne Paul, Chief Financial Officer

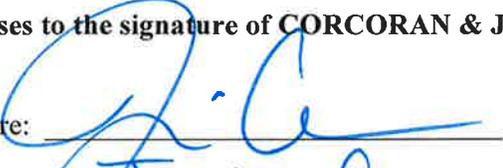
  
Patrick T. Maguire, Esq., General Counsel

**CORCORAN & JOHNSTON  
GOVERNMENT RELATIONS**

By: 

Date: 10/9/15

**Witnesses to the signature of CORCORAN & JOHNSTON GOVERNMENT RELATIONS:**

Signature:   
Printed name: Jessica Corcoran

Signature:   
Printed name: Robert M. Fane

## **SCOPE OF SERVICES**

**for**

### **GOVERNMENT RELATIONS & LOBBYIST SERVICES**

#### **THEA CONTRACT NO. O-01215**

The Scope of Services to be provided by the Consultant includes, but is not limited to:

- a. Advise and assist with respect to matters involving state governmental or regulatory bodies;
- b. Attend all legislative sessions considering issues affecting the Authority or its business interests and appropriate legislative meetings;
- c. Attend all committee meetings, hearings and conferences that may be considering issues affecting the Authority;
- d. Review and report on all pertinent, pending legislation and appropriations affecting the Authority. This review shall also include all appropriate committee meetings, hearings and conferences;
- e. Research and assist in preparing draft bills selected for pursuit by the Authority;
- f. Prepare and coordinate responses to legislative inquiries;
- g. Submit requests for funding for various transportation projects to the Florida legislature, The Florida Department of Transportation and other appropriate governmental agencies;
- h. Provide specialized assistance in expediting and processing applications submitted to state regulatory bodies;
- i. Monitoring all state legislative and agency proposals to determine possible impacts or opportunities to the Authority;
- j. Proactively identifying, prioritizing and monitoring issues and opportunities for the Authority with respect to items under consideration by the state legislature and/or other state agencies or local entities;
- k. Travel to the Authority, as necessary to meet with the Authority staff and the Board in the development, review, and follow-up of legislative issues. (Travel must be approved in advance by the Executive Director. Travel will be reimbursed in accordance with the rates specified in Section 112.061, Florida Statutes);
- l. Prepare and present written periodic reports or as requested to the Executive Director; and
- m. Perform other similar assignments as directed by the Authority.

The Authority may suggest revisions to this Scope of Work, highlighting or de-emphasizing certain facets or activities, as the Authority's priorities emerge and new information becomes available.

In addition, the Consultant will provide the Services on a non-exclusive basis. The Authority, at its sole discretion, may have the Services performed by Authority staff, Board Members or other consultant(s).

**[END OF DOCUMENT]**

**FEE SCHEDULE**

for

**GOVERNMENT RELATIONS & LOBBYIST SERVICES**

**THEA CONTRACT NO. O-01215**

**PURPOSE:**

This Exhibit defines the limits of compensation to be made to the Consultant for the services set forth in the "Agreement" for Government Relations & Lobbyist Services, between the Tampa-Hillsborough County Expressway Authority, "Authority" and Corcoran & Johnston Government Relations, "Consultant known as THEA Contract Number O-01215.

**CONSULTANT:**

The Consultant shall be paid an Annual Flat Rate Fee of \$105,000. for services rendered. The Annual Flat Rate Fee shall be paid in twelve equal monthly payments of \$8,750 for year one of the contract.

Based upon satisfactory performance by the Consultant, the fee structure is as follows:

Year 1 = \$105,000	(\$8,750 per month for 12 months)
Year 2 = \$108,750	(\$9,062.50 per month for 12 months)
Year 3 = \$112,500	(\$9,375 per month for 12 months)
Year 4 = \$116,250	(\$9,687.50 per month for 12 months)
Year 5 = \$120,000	(\$10,000 per month for 12 months)

The Annual Flat Rate Fee shall include all costs associated with performance of the Consultant including out-of-pocket expenses, with the exception of travel. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this contract will be paid in accordance with the rates and conditions set forth in Section 112 061, Florida Statutes.

**SUB-CONSULTANT(S):**

Sub-Consultant(s) services under this Agreement will be requested by the Authority on an as-needed basis. The Authority does not guarantee that any Services will be assigned to sub-consultant(s) during the term of this Agreement. The Authority has not made any representation or assurance to the Consultant or sub-consultant(s) as to the total compensation to be paid to the sub-consultant(s) under this Agreement. The Authority at its option may elect to have any of the Services set forth herein performed by other consultants or Authority staff.

Betz & Associates, "Sub-Consultant", shall be paid for "on-call, as-needed" services rendered not to exceed \$30,000. per year. A fee of \$2,500.00 per month shall be paid for each month **only when services are rendered.**

The Sub-Consultant, Allegra/Manci Graphics Corporation, shall be paid for "on-call, as-needed" services rendered not to exceed \$7,500. per year **only when services are rendered.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/8/2015

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

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

<b>PRODUCER</b> Poppell Insurance Inc. 503 W. Dr. M. L. King Blvd.  Plant City FL 33563-5217		<b>CONTACT NAME:</b> Patty Lyons <b>PHONE (A/C, No, Ext):</b> (813) 752-4155 <b>FAX (A/C, No):</b> (813) 752-7681 <b>E-MAIL ADDRESS:</b> Patty@poppellinsurance.com															
<b>INSURED</b> Corcoran & Associates Inc dba Corcoran & Johnston 7746 Still Lakes Dr Odessa FL 33556-2260		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Southern Owners Insurance</td> <td>10190</td> </tr> <tr> <td>INSURER B: Auto Owners Insurance</td> <td>18988</td> </tr> <tr> <td>INSURER C: Bridgefield Employers Ins Comp</td> <td>10701</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Southern Owners Insurance	10190	INSURER B: Auto Owners Insurance	18988	INSURER C: Bridgefield Employers Ins Comp	10701	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

**COVERAGES**                      **CERTIFICATE NUMBER:** 15-16                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20732287	6/25/2015	6/25/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4748049600	12/8/2014	12/8/2015	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			830 41875	4/22/2015	4/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist BI split limit \$ 1,000,000
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  Tampa Hillsborough County Expressway Authority 1104 E. Twiggs Street Suite 300 Tampa, FL 33602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Ronald Gainey/PATTY



CORCO-1

OP ID: JH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/15

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

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

<b>PRODUCER</b> Baker-Harris Ins. Agency, Inc. 1634-C Metropolitan Blvd Tallahassee, FL 32308 Baker-Harris Insurance	850-386-1420	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																				
	850-385-3218	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Houston Casualty Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Houston Casualty Company		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																							
<b>INSURED</b> Corcoran & Associates Inc dba Corcoran & Johnston 21748 State Road 54, Suite 102 Lutz, FL 33549																							

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			H715-105195	01/23/15	01/23/16	Per Claim 1,000,000 Aggregate 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Tampa Hillsborough County Expressway Authority 1104 East Twiggs St, Suite 300 Tampa, FL 33602	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 Baker-Harris Insurance 
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