

CITY OF VERO BEACH, FLORIDA
MASTER AGREEMENT
CONTRACT 195-2023
LAND DEVELOPMENT PLANNING SERVICES

THIS AGREEMENT, entered into this 2nd day of May 2023, by and between the CITY OF VERO BEACH, FLORIDA, a municipal corporation organized under the laws of the State of Florida, hereinafter "CITY", and **The Image Network, Inc D/B/A Dover, Kohl & Partners** hereinafter referred to as "PROFESSIONAL". City and Professional may also be referred to herein individually as a "Party" or collectively as the "Parties."

WITNESSETH:

For and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and PROFESSIONAL agree as follows:

CITY hereby retains PROFESSIONAL to supply services to CITY as required and specified by CITY from time to time. PROFESSIONAL shall provide any and all services encompassing and related to the PROFESSIONAL's professional discipline(s) as designated above and specified by CITY. This agreement, together with any attachments, which are incorporated herein, shall be referred to as the "MASTER AGREEMENT" and shall be implemented by and a part of separate supplemental agreements that shall be designated "WORK ORDERS".

PROFESSIONAL agrees to supply the professional services to CITY for all phases of each project as specified and described in the individual WORK ORDERS and pursuant to this MASTER AGREEMENT. PROFESSIONAL shall serve as CITY's professional representative for the project set forth in each WORK ORDER and shall give professional advice to CITY during and related to performance of the services to be rendered under such WORK ORDER.

SECTION I - SCOPE OF SERVICES AND PROFESSIONAL'S RESPONSIBILITIES

- A. **GENERAL RESPONSIBILITIES.** PROFESSIONAL agrees to provide professional services to CITY, including any and all services generally and typically encompassed by and a function of PROFESSIONAL's professional discipline(s) and as more fully specified in connection with the project described in the applicable WORK ORDER(S). PROFESSIONAL shall use, in performing any and all services for CITY, the level of care, skill, and due diligence expected of and recognized by a reasonable, prudent and experienced professional in PROFESSIONAL's professional discipline(s), as the case may be, as being sound professional practice under similar conditions and circumstances. If PROFESSIONAL fails to possess and use such care, skill and due diligence in providing any and all professional services, PROFESSIONAL shall be responsible to CITY for any loss or damages resulting there from, except as monetarily limited by Section VII.

B. SPECIFIC RESPONSIBILITIES.

1. The specific services to be provided by PROFESSIONAL shall be defined in each individual WORK ORDER prepared and approved by CITY. Each WORK ORDER shall include the project description, the scope of services to be provided by PROFESSIONAL, CITY's responsibilities, the time of performance, and the method and amount of compensation. WORK ORDERS shall be dated and sequentially numbered, and approved by CITY prior to a notice-to-proceed order being issued. Each WORK ORDER shall be deemed to incorporate and be subject to this MASTER AGREEMENT.
2. PROFESSIONAL's work shall commence only upon written authorization in the form of a notice-to-proceed order issued by CITY separate from this MASTER AGREEMENT and any WORK ORDER. PROFESSIONAL shall endeavor not to duplicate any previous work done on a project. After issuance of a WORK ORDER and written authorization to proceed, PROFESSIONAL shall consult with CITY to clarify and define CITY's requirements for the project and review all available data.
3. PROFESSIONAL shall attend conferences with CITY's representatives upon request.
4. PROFESSIONAL shall obtain all permits required for performance of the work necessary to complete the project described in the applicable WORK ORDER.
5. In order to accomplish the work described under this MASTER AGREEMENT and each WORK ORDER within the time frames and conditions set forth in this MASTER AGREEMENT and such WORK ORDERS, PROFESSIONAL agrees to observe the following requirements:
 - (a) PROFESSIONAL shall maintain an adequate and competent staff of professionally qualified persons as each project may require, throughout the performance of this MASTER AGREEMENT and each WORK ORDER so as to achieve acceptable and timely completion of each WORK ORDER and project.
 - (b) PROFESSIONAL shall comply with all federal, state, and local laws applicable to each project. PROFESSIONAL will design each project and perform PROFESSIONAL's services in such a manner as to be in conformance with all applicable federal, state and local laws
 - (c) PROFESSIONAL shall cooperate fully with CITY in order that all phases of the work may be properly scheduled and coordinated. CITY's representatives shall have the right to inspect the work of PROFESSIONAL at any time.
 - (d) PROFESSIONAL shall report the status of each WORK ORDER project to CITY upon request

(e) PROFESSIONAL shall, upon request of CITY, make available on electronic digital media the documents, specifications, sketches, drawings and other data produced by PROFESSIONAL under this MASTER AGREEMENT and any WORK ORDER. PROFESSIONAL may charge only the actual cost of such electronic digital media copies.

6. Compensation to PROFESSIONAL for services rendered shall be in accordance with each WORK ORDER, mutually agreed upon by PROFESSIONAL and CITY. Unless otherwise stated in this MASTER AGREEMENT or a WORK ORDER hereunder, all services provided for in this MASTER AGREEMENT or such WORK ORDER are included within the scope of basic compensation provided for in each particular WORK ORDER.

C. SPECIAL CONSULTANTS. PROFESSIONAL agrees to assist and advise CITY, in determination of the need for and selection of any special consultants for the project covered under each WORK ORDER.

D. SUBCONTRACTORS. Before the employment of any subcontractor by PROFESSIONAL in performance of the work under this MASTER AGREEMENT or any WORK ORDER, PROFESSIONAL shall obtain approval of such subcontractor from CITY, which approval shall not be unreasonably withhold. Any such subcontractor employed by PROFESSIONAL shall be subject to and comply with all applicable provisions of this MASTER AGREEMENT and the applicable WORK ORDERS hereunder and PROFESSIONAL shall be responsible for insuring such compliance.

E. DESIGNATED PROFESSIONAL REPRESENTATIVE.

1. REPRESENTATIVE AS TO MASTER AGREEMENT.
PROFESSIONAL designates the following listed individual as PROFESSIONAL's representative, to represent PROFESSIONAL in all matters pertaining to this MASTER AGREEMENT:

Name: Luiza Leite
Title: Project Director/Urban Designer
Street Address: 1571 Sunset Drive
Coral Gables, FL 33143
Mailing Address: _____
Telephone: 305-666-0446
Email: lleite@doverkohl.com

2. REPRESENTATIVE AS TO WORK ORDERS. PROFESSIONAL shall designate in each WORK ORDER its representative for all matters pertaining to the performance of the work under such WORK ORDER together with such representative's address, telephone number and facsimile number.

Designated representatives and contact information may be changed by the giving of written notice as provided herein.

SECTION II- CITY RESPONSIBILITIES

A. DATA TO BE FURNISHED. CITY agrees to provide to PROFESSIONAL the following documents, material, and data as required in connection with the work to be performed under this MASTER AGREEMENT and each WORK ORDER hereunder:

1. A copy of all available preliminary data or reports in the possession of CITY that are pertinent to the project

B. OTHER CITY RESPONSIBILITIES. CITY shall be responsible for:

1. Making provisions for PROFESSIONAL to enter upon public or private property as required for PROFESSIONAL to perform PROFESSIONAL's services.
2. Those additional CITY responsibilities as set forth in the terms of the applicable WORK ORDER issued pursuant to this MASTER AGREEMENT.

C. DESIGNATED CITY REPRESENTATIVE.

1. REPRESENTATIVE AS TO MASTER AGREEMENT.
CITY designates the following listed individual as CITY's designated representative, to represent CITY in all matters pertaining to this MASTER AGREEMENT.

Name: Jason Jeffries
Title: Planning Director
Mailing Address: P.O. Box 1389
Vero Beach, Florida 32961-1389
Telephone: 772-978-4552
Email: jjeffries@covb.org

REPRESENTATIVE AS TO WORK ORDERS. CITY shall designate in each WORK ORDER its representative for all matters pertaining to performance of the work under such WORK ORDER together with such representative's address, telephone number and facsimile number.

2. Designated representatives and contact information may be changed by the giving of written notice as provided herein.

SECTION III - CHANGES AND ADDITIONAL WORK

Any changes in the work or additional work necessitated by unforeseen conditions, or by changes to a project's plans or scope of the project due to requests of CITY after approval and acceptance of the plans and scope by CITY, shall be subject of and may commence only upon approval and issuance by CITY of an additional WORK ORDER and notice-to-proceed. Such change in the work or additional work shall be performed by PROFESSIONAL in accordance with the fee schedule provided in such WORK ORDER.

SECTION IV - DURATION OF AGREEMENT

- A. MASTER AGREEMENT. This MASTER AGREEMENT shall remain in full force and effect for a period of three (3) years after the date of execution unless otherwise terminated pursuant to the terms of this MASTER AGREEMENT. This MASTER AGREEMENT may be renewed for an additional two (2), one (1) year terms if mutually agreed upon by both parties.
- B. WORK ORDER. Each WORK ORDER shall specify the time frames agreed to by CITY and SERVICES PROVIDER for services to be rendered under the WORK ORDER.
- C. ORDERLY AND CONTINUOUS PROGRESS. The provisions of this MASTER AGREEMENT and each WORK ORDER, unless stated otherwise, anticipate the orderly and continuous progress of each project.

SECTION V - TERMINATION

- A. TERMINATION BY EITHER PARTY WITHOUT CAUSE. Either party shall have the right at any time to terminate this MASTER AGREEMENT in its entirety without cause, or to terminate any WORK ORDER without cause, provided that thirty (30) days prior written notice of the intent to terminate is delivered by certified mail or personal delivery to the designated representative of the other party. In the event that a WORK ORDER is being terminated, the terminating party shall identify the specific WORK ORDER being terminated and the specific WORK ORDER(S) to be continued to completion pursuant to the provisions of this MASTER AGREEMENT. This MASTER AGREEMENT shall remain in full force and effect as to all authorized WORK ORDERS that are to be continued to completion.
- B. DELIVERY OF DOCUMENTS. Upon termination of this MASTER AGREEMENT or any WORK ORDER by either party, PROFESSIONAL shall, within ten (10) days, or any extensions thereto as may be mutually agreed to by the parties, deliver or otherwise make available to CITY all documents, materials, files and electronic digital media, including, but not limited to, reports, drawings, plans, specifications, and other data and documents, that have been obtained, prepared or produced by PROFESSIONAL in performing services under this MASTER AGREEMENT and the pertinent WORK ORDER, regardless of whether the work on such documents and materials has been completed or is in progress.

- C. PAYMENT IN THE EVENT OF TERMINATION. In the event this MASTER AGREEMENT or any WORK ORDER is terminated by either party prior to final completion, PROFESSIONAL shall receive payment from CITY for the unpaid portion, if any, of PROFESSIONAL's services actually provided under this MASTER AGREEMENT and the applicable WORK ORDER to the date of termination, provided that PROFESSIONAL is not in default of any provision of this MASTER AGREEMENT or the applicable WORK ORDER.

SECTION VI- PAYMENTS TO PROFESSIONAL

CITY agrees to pay and PROFESSIONAL agrees to accept, for services rendered pursuant to this MASTER AGREEMENT and any WORK ORDER hereunder, fees in accordance with the following conditions:

- A. The basic compensation of PROFESSIONAL shall be mutually agreed upon by PROFESSIONAL and CITY prior to issuance of each WORK ORDER and shall be included in the WORK ORDER for review and approval by CITY.
- B. PROFESSIONAL acknowledges that CITY is exempt from sales taxes and CITY shall not be invoiced for same.
- C. Each WORK ORDER may be divided into units of deliverables or phases of work, including, but not limited to, reports, findings, drawings, drafts, or other work product, that must be received and accepted in writing by CITY's designated representative prior to approval of payment for such work.
- D. Fees and other charges for services shall be invoiced monthly or as otherwise provided in the applicable WORK ORDER. PROFESSIONAL shall submit duly certified and proper invoices for approval, in triplicate, to CITY's representative designated in the applicable WORK ORDER. Such invoices shall be reviewed by CITY and, if approved, shall be submitted to the CITY's chief disbursement officer for payment together with certification that the services invoiced have been rendered and that the services are in conformity with this MASTER AGREEMENT and the applicable WORK ORDER. In any case in which an improper invoice is submitted by PROFESSIONAL, CITY shall within ten (10) business days after such improper invoice is received by the designated CITY representative, notify PROFESSIONAL that the invoice is improper and indicate what corrective action on the part of PROFESSIONAL is needed to make the invoice proper.
- E. The payment due date for invoices shall be forty-five (45) days after a certified and proper invoice is received by the CITY's chief disbursement officer after approval by the appropriate CITY representative, or if required, approval by City Council. However, if CITY notifies PROFESSIONAL by such due date that CITY disputes the invoice or any portion thereof, the payment due date for such disputed invoice or portion shall be as provided herein for resolution of invoice payment disputes. Payment of any undisputed invoice or undisputed portion of an invoice not made by CITY to PROFESSIONAL by the due date shall begin to bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. PROFESSIONAL must invoice CITY for any interest accrued in order to receive the interest payment.

- F. In the event a dispute occurs between CITY and PROFESSIONAL concerning payment of an invoice, such disagreement shall be resolved by the Director of CITY's Department having responsibility for the applicable WORK ORDER. The Department Director shall proceed, not later than forty-five (45) days after the date on which a proper invoice was received by CITY, to resolve the dispute by good faith consultation with PROFESSIONAL and CITY's representative(s) and such proceeding shall be concluded by final decision not later than sixty (60) days after the date on which a proper invoice was received by CITY. CITY shall pay PROFESSIONAL the amount agreed between the parties as proper for the invoice or, if agreement cannot be reached, the amount determined by the Director to be proper for the invoice. Such payment shall be less any amounts previously paid by CITY with respect to such invoice. In the event that PROFESSIONAL disputes the decision of the Director, PROFESSIONAL shall appeal such decision as provided in the Code of Ordinances of the City of Vero Beach or such dispute shall be deemed waived and the Director's decision shall be final.
- G. If an invoice payment dispute is resolved in favor of CITY, then interest charges shall begin to accrue fifteen (15) days after CITY's final decision. If such dispute is resolved in favor of PROFESSIONAL, then interest shall begin to accrue as of the original date the payment became due, which due date shall be calculated as forty-five (45) days from the appropriate date provided in Section 218.73, Florida Statutes, as it may be amended.
- H. In the event it is determined that CITY has overpaid an invoice, PROFESSIONAL shall refund to CITY the amount of such overpayment within forty-five (45) days of such determination. If the overpayment is not refunded by PROFESSIONAL within that time, such overpayment shall begin to bear interest from thirty (30) days after such refund due date at the rate of one percent (1%) per month on the unpaid balance.
- I. The due date and treatment of invoices for construction services, as defined in Section 218.72, Florida Statutes, if applicable, shall be as provided in Section 218.735, Florida Statutes, as those sections may be amended.
- J. In order for both parties to close their books and records, PROFESSIONAL shall clearly state "Final Invoice" on PROFESSIONAL's final billing to CITY for each WORK ORDER, as applicable. PROFESSIONAL shall submit with such Final Invoice certification that all services under the applicable WORK ORDER have been performed and that all charges and costs have been invoiced to CITY, together with a list of all subcontractors and suppliers providing goods or services under the applicable WORK ORDER and certification that all such subcontractors and suppliers have been fully paid. No Final Invoice shall be approved for payment until PROFESSIONAL has fully complied with this provision.

SECTION VII- INSURANCE AND INDEMNIFICATION

INSURANCE REQUIRED

Prof 50k – 100k Hzd.
Revised 03/10/2017

A. General

Before starting and until acceptance of the work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified below.

The contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of the contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The City reserves the right to request proof of subcontractor's insurance from the contractor.

B. Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Workers' Compensation

\$500,000 each accident
\$500,000 bodily injury by disease each employee
\$500,000 bodily injury by disease policy limit

Workers' Compensation insurance must meet mandatory statutory limits for employers with three or more employees.

2. Commercial General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:

\$1,000,000 per occurrence/\$2,000,000 aggregate

Products and Completed Operations - Contractors shall maintain in force until at least three years after completion of all services required under the contract, coverage for products and completed operations, including Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

\$1,000,000 /combined single limit (CSL)

4. **Umbrella** - \$1,000,000 per occurrence. Otherwise, \$2,000,000 per occurrence, if the contract exceeds 180 days or \$300,000.

5. **Professional Liability.** SERVICE PROVIDER shall maintain in force, during the duration of this AGREEMENT and acceptance by CITY of the work performed by SERVICE PROVIDER, professional liability insurance providing coverage for all claims arising out of SERVICE PROVIDER's performance of the professional services under this AGREEMENT.

\$2,000,000 per occurrence

C. Policy Endorsements

The contractor's policies of insurance for commercial general liability and business auto liability shall be written to include or be endorsed to include the "City of Vero Beach" as an additional insured. The contractor shall cause additional insured endorsement(s), containing language no less restrictive than ISO Form CG 20 10 07 04 13 or ISO Form CG 20 33 07 04 13 and acceptable to the City, to be provided to the City before operations are commenced and as a condition of awarding the contract. Such policies shall also be endorsed to provide for: (i) the carrier's waiver of subrogation in favor of the City; (ii) a minimum of thirty days prior notice to the City of expiration or cancellation and/or restriction of coverage, and; (iii) ten (10) days prior notice to the City before cancellation for non-payment. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause endorsement(s) for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

D. Certificates of Insurance

The contractor shall cause a certificate(s) of insurance to be provided to the City for all of contractor's insurance coverage, in a form acceptable to the City, before operations are commenced and as a condition of awarding the contract. Certificates shall state the types of coverage provided, limits of liability, and expiration dates. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause certificate(s) of insurance for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

E. Contractor Insurance Primary; City Insurance Non-Contributing

The contractor's insurance and its subcontractor's insurance in all instances shall be primary. Any insurance policy or coverage that may be maintained by the City shall be in excess of and shall not contribute with the contractor's insurance or its subcontractor's insurance.

F. Insurance Approval

All insurance documents submitted to the City are subject to City approval for adequacy and protection. All coverage shall be provided by insurance companies authorized to do business in the state of Florida and otherwise satisfactory to the City.

G. Failure to Maintain Insurance

The responsibility and obligation to provide and maintain insurance in the forms, types, and minimum coverage required herein and to maintain proper City additional insured policy endorsements and certificates of insurance is solely the contractor's, which responsibility and obligation continues throughout performance of the contract and until such time as the work is finally accepted by the City. Failure of the contractor to provide and maintain all insurance coverage as and in the manner required herein will be deemed detrimental to the public interest, an increased and unnecessary risk, and a material breach of the contract which can result in immediate termination and in the contractor being liable for the full amount of all claims and losses incurred by the City due to the contractor's failure to maintain insurance or the policy endorsements.

SECTION VIII – REMEDIES

Any remedies provided in this MASTER AGREEMENT or any WORK ORDER shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this MASTER AGREEMENT or any WORK ORDER issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by the court.

SECTION IX – RIGHT OF DECISION

PROFESSIONAL shall perform all project services and work to the satisfaction of the Director of CITY's Department having authority over the prosecution of the work contemplated by the WORK ORDER, which Director shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this MASTER AGREEMENT and the subject WORK ORDER and according to the prosecution and fulfillment of the services and work there under, and the character, quality, amount and value of such services and work. Such Director's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties. In the event that PROFESSIONAL disputes a decision of such Director upon any matter, PROFESSIONAL shall appeal the disputed decision in the manner provided in the Code of Ordinances of the City of Vero Beach or such dispute shall be deemed waived.

SECTION X - ENTIRE AGREEMENT, VALIDITY, APPLICABLE LAW, VENUE

This MASTER AGREEMENT, together with all WORK ORDERS subsequently issued hereunder by CITY, shall embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this MASTER AGREEMENT and such WORK ORDERS.

The parties hereto and their respective legal counsel participated, or the parties hereto were given the opportunity to have their legal counsel participate in the preparation of this MASTER AGREEMENT and each WORK ORDER hereunder; therefore, this MASTER AGREEMENT and each WORK ORDER issued hereunder shall be construed neither

against nor in favor of any party hereto, but rather in accordance with the fair meaning thereof.

Neither this MASTER AGREEMENT nor any WORK ORDER issued hereunder may be amended, modified, changed, or supplemented in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, modification, change or supplement is sought.

The failure of any party at any time or times to require performance of any provision of this MASTER AGREEMENT or any WORK ORDER hereunder shall in no manner affect such party's right to enforce the same. A party may waive a provision of this MASTER AGREEMENT or any WORK ORDER hereunder only in a signed writing specifically stating what is waived. The waiver by any party of any breach of any provision of this MASTER AGREEMENT or any WORK ORDER hereunder shall not be construed to be a waiver by any such party of any succeeding breach of that provision or any other provision.

The invalidity, illegality or unenforceability of any provision or provisions of this MASTER AGREEMENT or any WORK ORDER hereunder will not affect any other provision of this MASTER AGREEMENT or such WORK ORDER, which shall remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this MASTER AGREEMENT or any related WORK ORDER affect the balance of such provision. In the event that any one or more of the provisions contained in this MASTER AGREEMENT or any WORK ORDER hereunder or portion thereof shall for any reason be finally held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this MASTER AGREEMENT and any such WORK ORDER shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained therein.

The title of this MASTER AGREEMENT and any WORK ORDER hereunder and the section and paragraph headings contained in this MASTER AGREEMENT and such WORK ORDER are not substantive parts of this MASTER AGREEMENT or such WORK ORDER and shall not expand, limit or restrict this MASTER AGREEMENT or such WORK ORDER in any way.

This MASTER AGREEMENT and any WORK ORDER hereunder, regardless of where executed, shall be governed by and construed according to Florida law. The parties agree that venue for resolution of any dispute arising hereunder shall only be in Indian River County, Florida.

This MASTER AGREEMENT and any WORK ORDER hereunder may be executed in one or more counterparts, each of which shall be deemed an original and all which together will constitute one and the same instrument.

SECTION XI - PUBLIC RECORDS COMPLIANCE

PROFESSIONAL's responsibility for compliance with Chapter 119, Florida Statutes. Pursuant to Section 119.0701, F.S., PROFESSIONAL agrees to comply with all public records laws, specifically to:

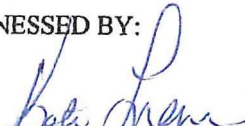
- A. Keep and maintain public records required by the CITY to perform the service.

- B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. PROFESSIONAL'S records under this Agreement include but are not limited to, supplier/sub PROFESSIONAL invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- D. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If an PROFESSIONAL does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
- E. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the does not transfer the records to CITY.
- F. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the PROFESSIONAL or keep and maintain public records required by the CITY to perform the service. If the PROFESSIONAL transfers all public records to the CITY upon completion of the contract, the PROFESSIONAL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROFESSIONAL keeps and maintains public records upon the completion of the contract, the PROFESSIONAL shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF VERO BEACH CLERKS OFFICE CUSTODIAN OF PUBLIC RECORDS AT (772)978-4700, CITYCLRK@COVB.ORG OR PO BOX: 1389, VERO BEACH, FL 32961.**
- G. An PROFESSIONAL who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes. Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such

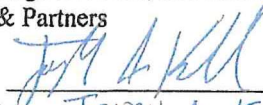
exclusion from public disclosure is necessary with reference to the specific statutory exemption. Document files may be examined, during normal working hours.

TITLE: LAND DEVELOPMENT PLANNING SERVICES

WITNESSED BY:

Sign: 
Print: KRISTIN THOMAS

The Image Network, Inc. D/B/A Dover,
Kohl & Partners

Sign: 
Print: JOSEPH A. KOHL
Title: VICE PRESIDENT & SECRETARY

TITLE: LAND DEVELOPMENT PLANNING SERVICES

ATTEST:

Sign: Tammy K. Bursick
Tammy K. Bursick, City Clerk Date
5/2/2023

CITY OF VERO BEACH:

Sign: John E. Cotugno 5/3/23
John E. Cotugno, Mayor Date

ADMINISTRATIVE REVIEW
(For Internal Use Only-Sec. 2-77 COVB Code)

Approved as to technical requirements:
policy:

Jason Jeffries 4/25/23
Jason Jeffries, Director of Planning Date

Approved as conforming to municipal
policy:

Monte K. Falls 4/26/23
Monte K. Falls, P.E., City Manager Date

Approved as to form and legal sufficiency:

John S. Turner 4/26/23
John S. Turner, City Attorney Date

Approved as to financial requirements:

Kelley Brost 4/26/23
Kelley Brost, Interim Director of Finance Date

TEAM HOURLY RATES

When requested to provide consulting services at an hourly rate, such rates are determined according to the schedule below. Due to the uniqueness of each project, and the broad variety of services included in the scope of services, more details on each service type needed will be required, in order to provide a total all-inclusive cost.

Dover, Kohl & Partners	
Victor Dover, Founding Principal	\$410
Principal/Sr Project Director	\$200
Project Director/Sr Town Planner	\$180
Illustrators	\$160
Town Planner	\$130
Interns	\$65
Clerical Staff	\$65
Travel Expense: 1/2 of above rates	1/2

Kittelson & Associates	
Principal/Senior Principal	\$255 - \$345
Associate Engineer/Planner	\$220 - \$250
Senior Engineer/Planner	\$190 - \$210
Engineer/Planner	\$170 - \$190
Transportation Analyst	\$150 - \$165
Principal Data Scientist/Developer	\$245 - \$330
Senior Data Scientist/Developer	\$200 - \$240
Data Scientist/Developer	\$170 - \$200
Data Analyst/Software Developer	\$130 - \$165
Software Technician	\$100 - \$125
Associate Technician	\$180 - \$200
Senior Technician	\$160 - \$180
Technician II	\$140 - \$155
Technician I	\$120 - \$135
Office Support	\$90 - \$110



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
THE IMAGE NETWORK, INC. OF DELAWARE

Cross Reference Name

THE IMAGE NETWORK, INC.

Filing Information

Document Number	P16320
FEI/EIN Number	56-1577628
Date Filed	10/09/1987
State	DE
Status	ACTIVE

Principal Address

1571 SUNSET DRIVE
CORAL GABLES, FL 33143

Changed: 04/14/2003

Mailing Address

1571 SUNSET DRIVE
CORAL GABLES, FL 33143

Changed: 04/14/2003

Registered Agent Name & Address

DOVER, VICTOR Brandon
1571 SUNSET DRIVE
CORAL GABLES, FL 33143

Name Changed: 01/15/2018

Address Changed: 04/14/2003

Officer/Director Detail

Name & Address

Title Vice President and Secretary

KOHL, JOSEPH A
1571 SUNSET DRIVE
CORAL GABLES, FL 33143

Title President

DOVER, VICTOR B
1571 SUNSET DRIVE
CORAL GABLES, FL 33143

Title Vice President and Treasurer

King, Jason
1571 SUNSET DRIVE
CORAL GABLES, FL 33143

Title VP

Groves, Amy
1571 SUNSET DRIVE
CORAL GABLES, FL 33143

Title VP

Dougherty, James
1571 SUNSET DRIVE
CORAL GABLES, FL 33143

Annual Reports

Report Year	Filed Date
2021	01/28/2021
2022	02/01/2022
2023	01/19/2023

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2023

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

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

PRODUCER Iron Ridge Insurance 17595 S Tamiami Trail #107 Fort Myers FL 33908		CONTACT NAME: Karen Brinkley PHONE (A/C, No, Ext): (800) 775-8526 E-MAIL ADDRESS: kbrinkley@ironridgeus.com FAX (A/C, No): (239) 288-7544	
INSURED The Image Network Inc dba Dover Kohl & Partners 1571 Sunset Drive Coral Gables FL 33143		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company NAIC # 29459 INSURER B: Travelers Casualty & Surety Company 19038 INSURER C: Liberty Insurance Underwriters, Inc 19917 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL22102708784 **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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	21 SBM TY7896	10/30/2022	10/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	N/A	UB-8M845231-22-47-G	11/19/2022	11/19/2023	<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
C	Professional Liability			AEXNYABPEZO003	10/30/2022	10/30/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

OK to waive per Gabrielle Marini 4-18-23

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

RFP - 050-223/JO
Contract 195-2023
Consulting for Planning Services

Certificate holder is named as additional insured in regards to general liability. Waiver of subrogation in favor of additional insured. 30 day cancellation notice (10 day non payment)

CERTIFICATE HOLDER

CANCELLATION

City of Vero Beach PO Box 1389 Vero Beach FL 32961	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
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BUSINESS LIABILITY COVERAGE FORM

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

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

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) 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.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part 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 purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

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

(1) Your Work

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

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**
ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: UB8M845231-22-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

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




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2023

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  MARIO OBREGON JR INSURANCE 6701 SUNSET DRIVE, STE 115 SOUTH MIAMI, FL 33143	CONTACT NAME: PHONE (A/C, No, Ext): 305-661-7667 FAX (A/C, No): 305-661-7789 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : State Farm Mutual Automobile Insurance Company 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED THE IMAGE NETWORK INC DBA DOVER KOHL & PARTNERS 1571 SUNSET DR CORAL GABLES FL 33143-5878		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	D21 2259-E03-59B 057 4487-D23-59P	05/03/2023 04/23/2023	11/03/2023 10/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ENOL	Y	Y	K44 3407-E31-59	05/21/2023	11/31/2023	\$1,000,000.00

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

RFP - 050-223/JO
Contract 195-2023
Consulting for Planning Services

CERTIFICATE HOLDER **CANCELLATION**

City of Vero Beach PO Box 1389 Vero Beach, FL 32961	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 
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