

**CONTRACT REVIEW CHECKLIST****CONTRACT TYPE:** Professional Services**SUBJECT:** Project known as: Annual Contract for Minor Signalization B170150ANB  
Between Lee County and Traffic Control Devices, Inc.**Reference:** Department Director approval: N/A  
County Administrator approval: N/A**Reference:** Board action approving contract/agreement  
Board Date: 8/15/2017  
Agenda Item No.: 29

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement  
Project Sponsoring Department☐ Recommendation to execute☐ Not recommending execution for the following reason(s):Date received: \_\_\_\_\_ Date returned/forwarded: 8/31/17  
Signed: Mike(2) **By Procurement Management:**☒ Recommending execution☐ Not recommending execution for the following reason(s):

Procurement Contract Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Date received: \_\_\_\_\_ Date returned/forwarded: \_\_\_\_\_

Signed: \_\_\_\_\_

(3) **By the Risk Management**☒ Recommending execution☐ Not recommending execution for the following reason(s):Date received: Aug 31, 2017 Date returned/forwarded: Sept 1, 2017Signed: [Signature](4) **By the County Attorney:**☒ Recommending execution☐ Not recommending execution for the following reason(s):Date received: 9/1/17 Date returned/forwarded: 9/1/17Signed: [Signature](5) **Board**(6) **Clerk's Office, Minutes Department**(7) **Procurement Management**2017 SEP - 1 AM 11:19  
RECEIVED BY  
LEE CO. ATTORNEY  
9/1/172017 SEP - 5 AM 9:46  
9-5-17 TKRECEIVED  
MINUTES OFFICE



**DATE:** August 15, 2017  
**DEPARTMENT:** Transportation  
**REQUESTER:** Randy Cerchie  
**TITLE:** Award Annual Contract for County-Wide Minor Signalization

#### I. MOTION REQUESTED

- A. Award Invitation to Bid No. B170150ANB Annual Contract for County-Wide Minor Signalization to the following four contractors: American Infrastructure Services, Inc.; Highway Safety Devices, Inc.; Simmonds Electrical of Naples Inc.; and Traffic Control Devices, Inc., for use on an as-needed basis for intersection improvements, maintenance, and general repairs, as approved in the department's annual adopted budgets, for an initial term of one year.
- B. Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
- C. Authorize the County Manager or designee to approve individual projects under these contracts on behalf of the Board of County Commissioners.
- D. Authorize the Director of Procurement Management the authority to negotiate and execute renewals of the contracts, including price increases with County Administration approval, for up to three additional one-year renewals, as approved in the department's annual adopted budget, if doing so is in the best interest of Lee County.

#### II. ITEM SUMMARY

Awards Invitation to Bid No. B170150ANB Annual Contract for County-Wide Minor Signalization to four contractors, providing the County with qualified contractors to perform intersection improvements, maintenance, and general repairs on an as-needed basis based upon the unit prices submitted by each contractor and without going through the formal bidding process for each project. These contracts will only be used for projects with an estimated construction cost less than \$500,000. Estimated annual expenditures for these products and services is \$300,000.

#### III. BACKGROUND AND IMPLICATIONS OF ACTION

##### A) Board Action and Other History

The Department of Transportation submitted a request to Procurement Management to obtain bids for the Annual Contract for County-Wide Minor Signalization project. The anticipated cost required the use of the formal advertised, sealed bid procedure.

On the bidding deadline of April 28, 2017 Procurement Management received four bids. All bids have been reviewed by the Department of Transportation and it is recommended that award be made to the four responsive, responsible bidders meeting all bid requirements based upon unit price: American Infrastructure Services, Inc.; Highway Safety Devices, Inc.; Simmonds Electrical of Naples Inc.; and Traffic Control Devices, Inc.

##### D) Analysis

The purpose of this contract is to give DOT the ability to have contractors they can call upon to complete minor projects without having to go through the formal bidding process for each project. Funds have been budgeted in several projects in the FY 2017 and 2018 budgets. Estimated annual expenditures for these products and services is \$300,000.

Individual projects may be awarded via Supplemental Task Authorizations to any of the contractors approved by the Board under this solicitation. Award for individual projects shall be made as follows: 1) Any project/task with a total cost of \$50,000 or less may be awarded to the firm able to meet the required project schedule with the lowest unit prices; 2) Any project/task with a total cost greater than \$50,000, but less than \$500,000, must be quoted by a minimum of three of the awarded firms, and award of the project shall be made to the firm able to meet the required project schedule with the lowest quoted price. Quoted prices may not exceed the unit prices provided in the master contracts, but may be quoted lower. No projects with a cost of \$500,000 or more may be awarded under this solicitation.

#### IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	Funds are available in various department budgets.
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense

D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Transportation Capital Improvements, Transportation Trust Program: Major Maintenance and DOT Signals Project: Master Signal/Signal Maintenance Upgrades Account Strings: 40667030700, 406713630700, PD5410417500	
G)	Fund Type?	Unincorporated MSTU
H)	Comments: Funding is available in several accounts within DOT, estimated per year expenditure is \$300,000. This contract allows DOT the availability to have contractors that can perform signal construction without having to bid each project individually.	

**V. RECOMMENDATION**

Approve

**ATTACHMENTS:**

Description	Upload Date	Type
<u>B170150ANB Annual Contract for CountyWide Minor Signalization Bid Construction</u>	7/24/2017	Contract
<u>B170150ANB Unit Price Verification Sheet</u>	7/24/2017	Backup Material
<u>Dept Recommendation Email</u>	7/24/2017	Backup Material
<u>American Infrastructure Services Agreement</u>	7/24/2017	Agreement
<u>Highway Safety Devices Agreement</u>	7/24/2017	Agreement
<u>Simmonds Electrical of Naples Agreement</u>	7/24/2017	Agreement
<u>Traffic Control Devices Agreement</u>	7/24/2017	Agreement

**REVIEWERS:**

Department	Reviewer	Action	Date
Transportation	Cerchie, Randy	Approved	7/27/2017 - 9:00 AM
Budget Services	Borman, Lori	Approved	7/27/2017 - 11:24 AM
Budget Services	Winton, Peter	Approved	7/28/2017 - 9:24 AM
County Attorney	Lira, Louis C.	Approved	8/2/2017 - 11:14 AM
County Manager	Meurer, Doug	Approved	8/3/2017 - 11:19 AM

**AGREEMENT FOR  
ANNUAL CONTRACT FOR COUNTY WIDE MINOR SIGNALIZATION**

**THIS AGREEMENT FOR ANNUAL CONTRACT FOR COUNTY WIDE MINOR SIGNALIZATION** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Traffic Control Devices, Inc., a Florida corporation, whose address is 242 N Westmonte Drive, Altamonte Springs, Florida 32715 and whose Federal tax identification number is 59-1858994, hereinafter referred to as "Contractor".

**WITNESSETH**

**WHEREAS**, the County intends to purchase construction services related to County Wide Minor Signalization from the Contractor for specific projects as determined by the County (the "Purchase"); and,

**WHEREAS**, the County issued a solicitation, B170150/ANB on March 24, 2017; and,

**WHEREAS**, the County evaluated the responses received and found the Contractor qualified to provide the necessary products and services; and,

**WHEREAS**, the County posted a Notice of Intended Decision Bid Action on May 10, 2017; and,

**WHEREAS**, the Contractor is one of a pool of firms approved to provide products and services for the Purchase, the County shall award projects as needed, and the Contractor understands and agrees that no work is guaranteed under this Agreement; and,

**WHEREAS**, the Contractor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

- A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of B170150/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon execution by both the County and the Contractor, and shall continue for a period of one (1) year. The Agreement may be renewed for up to three (3), additional one (1) year periods upon mutual written agreement of the County and the Contractor.
- B. A Purchase Order shall be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services shall be delivered in accordance with Supplemental Task Authorizations and Change Orders. The schedule shall commence on the date of the purchase order.

## **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Contractor's submittal in response to B170150/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Contractor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on fifteen (15) days' prior written notice, but failure to give such notice will be of no effect and the County will not be obligated under this Agreement beyond the date of termination.

#### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Contractor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., as amended from time to time, upon receipt of the Contractor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Contractor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

#### **V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder will be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County will not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

#### **VI. LIABILITY OF CONTRACTOR**

- A. The Contractor will indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

**VII. CONTRACTOR'S INSURANCE**

- A. Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

**VIII. PERFORMANCE AND PAYMENT BOND(S)**

The Contractor shall procure performance and payment bond(s) in accordance with Exhibit D.

**IX. RESPONSIBILITIES OF THE CONTRACTOR**

- A. The Contractor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Contractor under this Agreement. The Contractor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the 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 the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901; [publicrecords@leegov.com](mailto:publicrecords@leegov.com); <http://www.leegov.com/publicrecords>.**

E. The Contractor is, and will be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement will be at all times, and in all places, subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County will be that of an independent contractor and not as employees of the County. The

Contractor will be solely responsible for providing benefits and insurance to its employees.

**X. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement will become the property of the County upon acceptance by the County.

**XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Contractor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Contractor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Contractor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" is deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XII. COMPLIANCE WITH APPLICABLE LAW**

This Agreement will be governed by the laws of the State of Florida. Contractor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Contractor shall conduct no activity or provide any service that is unlawful or offensive.

**XIII. TERMINATION**

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Contractor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County will be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all

Contractors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Contractor's obligations under this Agreement.

#### **XIV. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

#### **XV. STOP WORK ORDER**

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XIII.

In the event the County does not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Agreement.

#### **XVI. CONTRACTOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in a Supplemental Task Authorization) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Contractor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the County any money which has been paid for same.
- C. Contractor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

#### **XVII. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement may not be construed to be and is not a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: James C. Breeding

Title: Vice President

Address: 242 N Westmonte Drive  
Altamonte Springs, FL 32715

Telephone: 407-869-5300

Facsimile: 407-682-0076

E-mail: R.Rebest@tcd-usa.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Contractor's Representative will be promptly communicated by the party making the change.

- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - 1. Supplemental Task Authorization(s)
  - 2. Agreement
  - 3. County's Purchase Order
  - 4. Solicitation # B170150/ANB
  - 5. Contractor's Submittal in Response to Solicitation # B170150/ANB

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: [Signature]  
Print Name: DAVID WITTEK

**Traffic Control Devices, Inc.**

Signed By: [Signature]  
Print Name: JOE BRADING  
Title: VICE PRESIDENT  
Date: 7-13-17

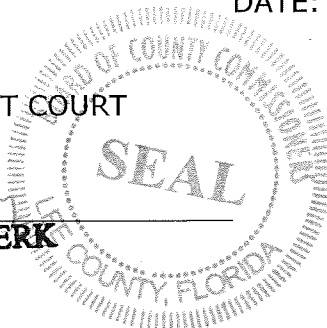
**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR  
DATE: 9/5/17

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: [Signature]  
**DEPUTY CLERK**



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A SCOPE OF SERVICES**

Contractor shall provide minor signalization maintenance and repair services in accordance with Lee County Solicitation No. B170150/ANB and Supplemental Task Authorizations issued under this Agreement, if any.

**A. Supplemental Task Authorizations**

The term Supplemental Task Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by Solicitation No. B170150/ANB and this Agreement.

**B. Award of Supplemental Task Authorizations**

As provided by Solicitation No. B170150/ANB, individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

- No project/task shall exceed \$500,000.00.
- Any project/task **\$25,000.00 or less** may be awarded to the vendor holding a valid contract under Solicitation No. B170150/ANB, with the lowest unit prices, able to meet the required schedule.
- Any project/task **\$25,000.01, but less than \$500,000.00** shall be quoted by a **minimum of three (3) awarded vendors** holding a valid contract under Solicitation No. B170150/ANB. When quotes are requested, the Contractor's submittal must be based on the unit prices provided by Exhibit B, or lower prices. The quote must not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under Solicitation No. B170150/ANB, with the lowest quoted price, able to meet the required project schedule.

**C. Notice to Proceed (NTP)**

A Purchase Order shall serve as the NTP for all projects/tasks \$25,000.00 or less. The Purchase Order shall include the start date and required completion date or the number of days permitted to complete the project/task. If no start date is provided by the Purchase Order, then the date of Purchase Order approval shall be the NTP start date.

Projects/tasks \$25,000.01 but less than \$500,000.00 shall have a formal NTP issued through the Department of Procurement Management.

The County retains the right to select any vendor to whom a multiple-vendor award has been made. The County retains the right to separately and competitively bid any and all job estimates greater than \$500,000.00.

**EXHIBIT A**  
**SCOPE OF SERVICES**

D. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of Solicitation No. B170150/ANB and as further described in any Supplemental Task Authorizations issued under this Agreement.

## EXHIBIT B FEE SCHEDULE

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any Supplemental Task Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's Response to Solicitation No. B170150/ANB, which appear below. All quotes received by the County from the Contractor shall reflect pricing at or below the rates listed in this Exhibit B.

			<b><i>Traffic Control Devices, Inc.</i></b>	
<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE - INSTALL ONLY</u></b>	<b><u>UNIT PRICE - FURNISH &amp; INSTALL</u></b>
1	Strain Pole Conc. 30' Type 2 (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$2,050.00	\$3,317.00
2	Strain Pole Conc. 44' Type VII (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$4,556.00	\$7,141.00
3	Strain Pole Conc. 46' Type VII (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$5,059.00	\$7,733.00
4	Strain Pole Conc. 55' Type H (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$5,055.00	\$8,147.00
5	Strain Pole Conc. 50' Type VIII (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$4,936.00	\$8,235.00
6	Strain Pole Conc. 52' Type VII (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$4,807.00	\$7,749.00
7	Strain Pole Conc. 52' Type VIII (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$4,936.00	\$8,348.00
8	Strain Pole Conc. 54' Type VIII (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$4,936.00	\$8,451.00
9	Strain Pole Conc. 56' Type VII (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$5,059.00	\$8,179.00
10	Strain Pole Conc. 56' Type VIII (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$5,188.00	\$8,807.00
11	Strain Pole Conc. 51' Type VII (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$4,807.00	\$7,704.00
12	Strain Pole Conc. 56' Type VII (Inclusive of Concrete for Backfill, Crane, and conduit) All Load Face Joint Use	EA	\$5,059.00	\$8,179.00

**EXHIBIT B  
FEE SCHEDULE**

13	Strain Pole Conc. 58' Type VIII (Inclusive of Concrete for Backfill, Crane, and conduit)	EA	\$5,188.00	\$8,915.00
14	Span wire Assembly (2-wire)	LF	\$4.15	\$14.00
15	Steel Strain Pole 50' per design Without Foundation	EA	\$1,308.00	\$19,442.00
16	M/Arm Comb. Steel w/o Fdn. With Luminaire 40'	EA	\$2,263.00	\$13,655.00
17	M/Arm Comb. Steel w/o Fdn. With Luminaire 45'	EA	\$2,263.00	\$13,717.00
18	M/Arm Comb. Steel w/o Fdn. With Luminaire 50'	EA	\$2,263.00	\$18,066.00
19	M/Arm Comb. Steel w/o Fdn. With Luminaire 55'	EA	\$2,263.00	\$18,149.00
20	M/Arm Comb. Steel w/o Fdn. With Luminaire 60'	EA	\$2,263.00	\$18,149.00
21	M/Arm Comb. Steel w/o Fdn. With Luminaire 65'	EA	\$2,263.00	\$20,755.00
22	M/Arm Comb. Steel w/o Fdn. With Luminaire 70'	EA	\$2,263.00	\$20,755.00
23	M/Arm Comb. Steel w/o Fdn. With Luminaire 75'	EA	\$2,263.00	\$20,069.00
24	M/Arm Comb. Steel w/o Fdn. With Luminaire 80'	EA	\$2,263.00	\$30,128.00
25	M/Arm Comb. Steel w/o Fdn. With Luminaire & 2, 50' Mast Arms	EA	\$3,129.00	\$30,417.00
26	M/Arm Comb. Steel w/o Fdn. With Luminaire & 2, 60' Mast Arms	EA	\$3,129.00	\$30,582.00
27	M/Arm Comb. Steel w/o Fdn. With Luminaire & 2, 70' Mast Arms	EA	\$3,129.00	\$32,344.00
28	M/Arm Comb. Steel w/o Fdn. With Luminaire & 2, 80' Mast Arms	EA	\$3,129.00	\$45,803.00
29	Cable (signal)	LF	\$3.85	\$6.35
30	Guying, 6' screw anchors attached to any pole	EA	\$553.00	\$780.00
31	Light Pole Fdn. Concrete 30 x 7' "	EA	\$1,187.00	\$2,649.00

**EXHIBIT B  
FEE SCHEDULE**

32	3' Diameter Fdn.	LF	\$950.00	\$1,089.00
33	4' Diameter Fdn.	LF	\$959.00	\$1,173.00
34	4' 6 Diameter Fdn. "	LF	\$1,105.00	\$1,363.00
35	5' Diameter Fdn.	LF	\$1,114.00	\$1,421.00
36	Install and Splice Loop Assembly Type B (6'X6')	EA	\$942.00	\$1,074.00
37	Install and Splice Loop Assembly Type F (6'X40')	EA	\$1,162.00	\$1,226.00
38	Pull Box and Splice Loop Assembly Type B (6'x6')	AS	\$1,544.00	\$1,903.00
39	Pull Box and Splice Loop Assembly Type F (6'x40')	AS	\$1,765.00	\$2,055.00
40	Junction Box Std. Signal or Lighting 17x30x12 Includes 18" of 57 stone or equivalent	EA	\$795.00	\$1,021.00
41	Junction Box Std. (Fiber Optic) IC 24X36X24 Includes 18" of 57 stone or equivalent	EA	\$806.00	\$1,258.00
42	Junction Box Std. F/O at cabinet: PG Style 30x48x21 includes 18" of 57 stone or equivalent	EA	\$1,049.00	\$1,948.00
43	3, 1-1/4 SDR 13.5 Cond. Blu, Org, Grn, Trenched	LF	\$6.80	\$9.25
44	4, 1-1/4 SDR 13.5 Cond. Blu, Org, Grn, Yel, Trenched	LF	\$6.70	\$9.95
45	3, 1-1/4 SDR 13.5 Cond. Blu, Org, Grn, Bored	LF	\$13.50	\$16.00
46	4, 1-1/4 SDR 13.5 Cond. Blu, Org, Grn, Yel, Bored	LF	\$13.50	\$17.00
47	1, 2 SCH 40 PVC Conduit Bored "	LF	\$12.00	\$13.50
48	1, 2 Sch 40 PVC Conduit Trenched "	LF	\$7.45	\$8.30
49	5, 2 Sch 40 PVC Conduit Trenched "	LF	\$15.00	\$19.00
50	5, 2 Sch 40 PVC Conduit Bored "	LF	\$25.50	\$32.00

## EXHIBIT B FEE SCHEDULE

51	35' Class 4 Wood Pole/2 guy anchors installed and connected to pole	EA	\$1,644.00	\$4,688.00
52	45' Class 4 Wood Pole/2 guy anchors installed and connected to pole	EA	\$1,955.00	\$5,086.00
53	50' Class 4 Wood Pole/2 guy anchors installed and connected to pole	EA	\$2,059.00	\$5,278.00
54	55' Class 4 Wood Pole/2 guy anchors installed and connected to pole	EA	\$2,059.00	\$5,355.00
55	Remove, Transport, & Install with 2 guy anchors any wood pole to any location in Lee County	EA	\$2,500.00	\$2,955.00
56	Aerial Tri-Plex cable # 6 AWG	LF	\$3.00	\$4.20
57	96 Strand fiber optic cable per LCDOT Spec, tested, & pulled in conduit	LF	\$8.25	\$9.40
58	# 10 Tracer wire pulled in conduit	LF	\$0.60	\$0.80
59	Solo-Terra video detection camera/cable to cabinet with TIP & TAP Interface Equipment	EA	\$1,036.00	\$10,733.00
60	Navigator-Polara Pedestrian complete system wired to cabinet	EA	\$2,074.00	\$9,662.00
61	Light Pole Spread Footer Fdn: 10' L X 5' W X 27 D "	EA	\$5,331.00	\$5,942.00
62	Light Pole Spread Footer Fdn: 5' 6x 6' 6"x 22-1/2" "	EA	\$5,048.00	\$5,251.00
63	Small Concrete FDN 18" Dia x 24" Length	EA	\$207.00	\$582.00
64	Medium Concrete FDN 24" Dia x 36" Length	EA	\$481.00	\$917.00
65	Cat 5 Cable-LF	EA	\$3.50	\$4.80
66	Performance Turf-"Sod" Bahia grass	SY	\$7.00	\$10.50
67	Performance Turf-"Sod" St. Augustine grass/Floritam	SY	\$7.00	\$13.50
68	*MOT/MOB (Applies to both Furnish & Install, and Install Only Sections)	%	17	17
69	*Night Work MOT/MOB (Applies to both Furnish & Install, and Install Only Sections)	%	19	19

**EXHIBIT B  
FEE SCHEDULE**

			<b><i>Traffic Control Devices Inc</i></b>
<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE - INSTALL ONLY</u></b>
1	Strain Pole Conc. 30' Type 2	EA	\$1,946.00
2	Strain Pole Conc. 46' or less all types	EA	\$4,267.00
3	Strain Pole Conc. Greater than 46' all types	EA	\$4,770.00
4	Strain Pole Conc. 55' Type H" "	EA	\$4,766.00
5	5 section mast arm mounted Signal head 12 Std. "	EA	\$276.00
6	5 section Span mounted Signal head 12 Std. "	EA	\$276.00
7	3 section mast arm mounted Signal head 12 Std. "	EA	\$207.00
8	3 Section Span mounted Signal head 12 Std. "	EA	\$207.00
9	Replace signal disconnect only	EA	\$276.00
10	3 section Signal backplate (all types)	EA	\$69.00
11	5 section Signal backplate (all types)	EA	\$104.00
12	12 Tunnel Visors "	EA	\$34.50
13	Aluminum Pedestal Ped. or Signal	EA	\$478.00
14	Ped. Signal on any pole	EA	\$276.00
15	Transport & Install Conc. Pole in Lee County	EA	\$4,438.00
16	Steel Strain Pole 50' per design without foundation	EA	\$1,068.00
17	Mast Arm Combination steel w/o Fdn. Single	EA	\$2,166.00
18	Mast Arm Combination steel w/o Fdn. Double	EA	\$2,641.00

**EXHIBIT B  
FEE SCHEDULE**

19	Remove poles & Disposal : (steel : all types)	EA	\$1,847.00
20	Remove sign assembly : all types	EA	\$207.00
21	Install sign assembly : all types	EA	\$553.00
22	Remove traffic signal head assembly	EA	\$69.00
23	Electrical power service: UG & OH	EA	\$1,099.00
24	Video Detection (Camera & wire to cabinet)	EA	\$1,036.00
25	Span wire assembly (2 -wire: install)	LF	\$4.15
26	Span wire assembly (2 -wire: remove all types)	EA	\$553.00
27	Install signal cable overhead	LF	\$3.60
28	Install signal cable underground: all types	LF	\$2.35
29	Electric service cable : UG & OH	LF	\$1.75
30	Transport & Install Mast Arm Pole in Lee County	EA	\$2,378.00
31	Remove Poles & Disposal : Concrete	EA	\$2,365.00
32	Guying, 6' screw anchors and attach to pole	EA	\$553.00
33	Light pole foundation : concrete	EA	\$706.00
34	Ped signal concrete base	EA	\$236.00
35	Grounding Electrode	LF	\$9.65
36	Splice signals/mast arm or J-box	EA	\$150.00
37	Transport, splice, install light pole and fixture	EA	\$1,143.00
38	Heavy equipment : Combination backhoe/loader	HR	\$49.50

## EXHIBIT B FEE SCHEDULE

39	Heavy equipment : Bucket truck	HR	\$71.50
40	Heavy equipment : Auger truck	HR	\$211.00
41	Heavy equipment : Crane 35 ton	HR	\$302.00
42	Heavy equipment : Crane 12 ton	HR	\$115.00
43	Lighted street sign assembly mast arm	EA	\$691.00
44	Lighted street sign assembly concrete pole	EA	\$691.00
45	Wiring for lighted signs to cabinet	LF	\$3.20
46	Install traffic signal cabinet, terminate, and bring on line	EA	\$1,187.00
47	Junction Box Std. Signal or Lighting 17x30x12 Includes 18" of 57 stone or equivalent	EA	\$603.00
48	Junction Box Std. (Fiber Optic) IC 24x36x24 Includes 18" of 57 stone or equivalent	EA	\$702.00
49	Junction Box Std. F/O at cabinet: PG Style 30x48x21 includes 18" of 57 stone or equivalent	EA	\$1,004.00
50	Connect generator to signal	EA	\$388.00
51	Disconnect generator to Signal	EA	\$388.00
52	Service (Fuel & Maintain) generator at signal	EA	\$110.00
53	Overhead Duplex & Tri Plex Cable	LF	\$3.00
54	Street Light Luminaire	EA	\$276.00
55	Remove existing Street Light Luminaire and install new Street Light Luminaire	EA	\$345.00
56	Aluminum Street Light Pole	EA	\$641.00
57	Flat Bracket Street Light Arm	EA	\$367.00
58	30 X 24" Diameter Foundation "	EA	\$207.00

**EXHIBIT B  
FEE SCHEDULE**

59	7' X 30 Diameter Foundation "	EA	\$706.00
60	Trench and Backfill	LF	\$7.45
61	Quazite Type Controller Base	EA	\$237.00
62	Labor: (Normal working hours)	MH	\$55.00
63	Labor: (Emergency O.T. working hours)	MH	\$82.50
64	Remove & Transport wood pole to any location in Lee County	EA	\$889.00
65	Remove and dispose concrete foundation : all types	EA	\$1,765.00
66	Install Quazite" type J-boxes (All) "	EA	\$998.00
67	Install PVC conduit: all sizes	LF	\$2.25
68	Install RGSC Conduit : all sizes	LF	\$10.50
69	Aerial Tri Plex cable: # 6 AWG	LF	\$3.00
70	Fiber Optic Cable: pulled in conduit: tested per LCDOT Specs.	LF	\$4.80
71	#10 Tracer Wire pulled in conduit	LF	\$0.60
72	Mast Arm Complete w/o Signals	EA	\$2,807.00
73	Navigator-Polara Pedestrian complete system wired to cabinet	EA	\$1,189.00

## **EXHIBIT C INSURANCE REQUIREMENTS**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Contractor's interest or liabilities. The following are the required minimums the Contractor must maintain throughout the duration of this Agreement. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL)
- \$500,000 bodily injury per person
- \$1,000,000 bodily injury per accident
- \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease – policy limit

\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

## **EXHIBIT C INSURANCE REQUIREMENTS**

### **Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Agreement. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

### **Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the Agreement.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

**EXHIBIT D**  
**PERFORMANCE AND PAYMENT BONDS**

For each Supplemental Task Authorization authorizing work for a cost of \$100,000.00 or more, the Contractor must procure a performance and payment bond in accordance with this Agreement and B170150/ANB.

- A. In accordance with Chapter 255.05, Florida Statutes, as may be amended from time to time, and Lee County Ordinance 95-2-102, as may be amended from time to time, a public performance and payment bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded Supplemental Task Authorization amount underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc.
- B. Any bonding company submitting a performance and payment bond to Lee County Government shall be licensed to transact a fidelity and surety business in the State of Florida.
- C. A public performance and payment bond shall be properly executed by the Surety Company and Contractor and recorded with the Lee County Clerk of Court within seven (7) calendar days after notification by Lee County of the approval to award the Supplemental Task Authorization. The Contractor is responsible for all fees and charges associated with the performance and payment bond, including the cost of recording.
- D. A clean irrevocable letter of credit or cash bond may be accepted by the County in lieu of the public performance and payment bond.



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## Amerisure Mutual Insurance Company (?)

A.M. Best #: 000604 NAIC #: 23396 FEIN #: 380829210

### Mailing Address

[View Additional Address Information](#)

P.O. Box 2060

Farmington Hills, MI 48333-2060

[United States](#)

Web: [www.amerisure.com](http://www.amerisure.com)

Phone: 248-615-9000

Fax: 248-426-7992

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Based on A.M. Best's analysis, [052536 - Amerisure Mutual Holdings Inc](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength Rating [View Definition](#)

**Rating:** A (Excellent)  
**Affiliation Code:** p (Pooled)  
**Financial Size Category:** XI (\$750 Million to \$1 Billion)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** August 03, 2016  
**Initial Rating Date:** June 30, 1922

#### Best's Credit Rating Analyst

**Rating Issued by:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Gordon McLean  
**Director:** Jacqualene Lentz, CPA

#### Disclosure Information



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#### Long-Term Issuer Credit Rating [View Definition](#)

**Long-Term:** a  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** August 03, 2016  
**Initial Rating Date:** June 18, 2007

u Denotes [Under Review Best's Rating](#)

### Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

#### Financial Strength Rating

Effective Date	Rating
8/3/2016	A
2/25/2015	A
2/12/2014	A
1/30/2013	A
6/15/2012	A

#### Long-Term Issuer Credit Rating

Effective Date	Rating
8/3/2016	a
2/25/2015	a
2/12/2014	a
1/30/2013	a
6/15/2012	a

#### Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
<u>019532</u>	Amerisure Companies (C)	Represents the "as filed" Company Consolidated financials for the Property/ Casualty business of this legal entity.
<u>004071</u>	Amerisure Companies (G) Rating Unit	Represents the A.M. Best Consolidated financials for the Property/ Casualty business of this legal entity.

#### AMB Credit Reports



**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.  
Report Revision Date: 3/22/2017 (represents the latest significant change).



Historical Reports are available in [AMB Credit Report Archive](#).

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## Press Releases

Date ▾	Title
Jan 22, 2010	<a href="#">A.M. Best Assigns Ratings to Amerisure Partners Insurance Company</a>

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## Amerisure Insurance Company (?)

A.M. Best #: 004032 NAIC #: 19488 FEIN #: 381869912

### Mailing Address

P.O. Box 2060  
Farmington Hills, MI 48333-2060

[United States](#)

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Web: [www.amerisure.com](http://www.amerisure.com)

Phone: 248-615-9000

Fax: 248-426-7992

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Based on A.M. Best's analysis, 052536 - Amerisure Mutual Holdings Inc is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength Rating [View Definition](#)

**Rating:** A (Excellent)  
**Affiliation Code:** p (Pooled)  
**Financial Size Category:** XI (\$750 Million to \$1 Billion)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** August 03, 2016  
**Initial Rating Date:** June 30, 1969

#### Best's Credit Rating Analyst

**Rating Issued by:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Gordon McLean  
**Director:** Jacqualene Lentz, CPA

#### Disclosure Information



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#### Long-Term Issuer Credit Rating [View Definition](#)

**Long-Term:** a  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** August 03, 2016  
**Initial Rating Date:** June 18, 2007

u Denotes [Under Review Best's Rating](#)

### Rating History

A.M. Best has provided ratings & analysis on this company since 1969.

### Financial Strength Rating

Effective Date	Rating
8/3/2016	A
2/25/2015	A
2/12/2014	A
1/30/2013	A
6/15/2012	A

### Long-Term Issuer Credit Rating

Effective Date	Rating
8/3/2016	a
2/25/2015	a
2/12/2014	a
1/30/2013	a
6/15/2012	a

### AMB Credit Reports



**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 3/22/2017 (represents the latest significant change).



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### Press Releases

**Date** ▾

**Title**

Jan 22, 2010

[A.M. Best Assigns Ratings to Amerisure Partners Insurance Company](#)

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## XL Specialty Insurance Company (?)

A.M. Best #: 000779 NAIC #: 37885 FEIN #: 850277191

### Administrative Office

Seaview House 70 Seaview Avenue  
Stamford, CT 06902

[United States](#)

Web: [www.xlcatlin.com](http://www.xlcatlin.com)

Phone: 203-964-5200

Fax: 203-964-3444

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, 046310 - XL Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength Rating [View Definition](#)

**Rating:** A (Excellent)  
**Affiliation Code:** g (Group)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** August 11, 2017  
**Initial Rating Date:** June 30, 1989

#### Long-Term Issuer Credit Rating [View Definition](#)

**Long-Term:** a+  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** August 11, 2017  
**Initial Rating Date:** April 11, 2005

u Denotes [Under Review Best's Rating](#)

#### Best's Credit Rating Analyst

**Rating Issued by:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Susan Molineux  
**Director:** Greg Reisner

**Note:** Credit Ratings on this company are [European Union Endorsed](#).

#### Disclosure Information



[View A.M. Best's Rating Disclosure Form](#)



[A.M. Best Affirms Credit Ratings of XL Group Ltd, Its Property/Casualty Subsidiaries and XLIT Ltd, August 11, 2017](#)

### Rating History

A.M. Best has provided ratings & analysis on this company since 1989.

#### Financial Strength Rating

Effective Date	Rating
8/11/2017	A
8/3/2016	A
5/1/2015	A
1/9/2015	A u
12/10/2014	A
10/29/2013	A
10/4/2012	A

#### Long-Term Issuer Credit Rating

Effective Date	Rating
8/11/2017	a+
8/3/2016	a+
5/1/2015	a+
1/9/2015	a+ u
12/10/2014	a+
10/29/2013	a
10/4/2012	a

#### Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
<u><a href="#">067531</a></u>	XL Specialty Insurance Company CAB	Represents the Property/ Casualty financials for the Canada Branch of this legal entity.

#### AMB Credit Reports



**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.  
Report Revision Date: 8/11/2017 (represents the latest significant change).

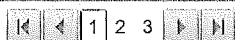


Historical Reports are available in [AMB Credit Report Archive](#).

View additional [news](#), [reports](#) and [products](#) for this company.

## Press Releases

Date ▾	Title
Aug 11, 2017	<a href="#">A.M. Best Affirms Credit Ratings of XL Group Ltd, Its Property/Casualty Subsidiaries and XLIT Ltd.</a>
Aug 03, 2016	<a href="#">A.M. Best Revises ICR Outlook to Stable for XL Group Ltd's Subsidiaries; Upgrades ICRs of Catlin Ins. Co. Ltd. and Subsidiaries</a>
May 01, 2015	<a href="#">A.M. Best Removes From Under Review and Affirms Ratings of XL Group plc and its Subsidiaries</a>
Jan 09, 2015	<a href="#">A.M. Best Places Ratings of XL Group plc and Its Subsidiaries Under Review with Negative Implications</a>
Dec 10, 2014	<a href="#">A.M. Best Upgrades Issuer Credit Rating for XL Group plc and Its Property/Casualty Subsidiaries</a>
Oct 29, 2013	<a href="#">A.M. Best Revises Issuer Credit Rating Outlook to Positive for XL Group plc and Its Property/Casualty Subsidiaries</a>
Oct 04, 2012	<a href="#">A.M. Best Affirms Ratings of XL Group plc, Its Property/Casualty Subsidiaries and XLIT Ltd.</a>
Sep 21, 2011	<a href="#">A.M. Best Affirms Ratings of XL Group plc, Its Property/Casualty Subsidiaries and XL Group Ltd.</a>
Feb 22, 2011	<a href="#">A.M. Best Affirms Ratings of XL Group Ltd. and Its Property/Casualty Subsidiaries</a>
Mar 02, 2010	<a href="#">A.M. Best Withdraws Ratings of XL Lloyds Insurance Company</a>



Page size: 10 ▾

25 items in 3 pages

### European Union Disclosures

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2017

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> Stahl & Associates Insurance, Inc. 250 International Parkway Suite 128 Lake Mary FL 32746	<b>CONTACT NAME:</b> Karen Hall <b>PHONE (A/C, No, Ext):</b> (407) 833-8998 <b>FAX (A/C, No):</b> (407) 833-3909 <b>E-MAIL ADDRESS:</b> karen.hall@stahlinsurance.com														
<b>INSURED</b> Traffic Control Devices, Inc. P.O. Box 150418 Altamonte Springs FL 32715-0418	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A Amerisure Mutual Ins Co</td><td>23396</td></tr><tr><td>INSURER B Amerisure Insurance Co</td><td>19488</td></tr><tr><td>INSURER C XL Specialty Ins Co</td><td>37885</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 Amerisure Mutual Ins Co	23396	INSURER B Amerisure Insurance Co	19488	INSURER C XL Specialty Ins Co	37885	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** CL1741936868**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	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		GL2028856	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Blanket Add'l Insured's						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> GL Extension Endorsement						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<b>AUTOMOBILE LIABILITY</b>			CA2028854	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (Per accident) \$				
			Personal Injury Protection \$ 10,000				
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED \$	RETENTION \$					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	WC2028857	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
C	Contractors Equipment			UM00037425MA17A	5/1/2017	5/1/2018	Leased/Rented Equipment: \$500,000
C	Contractors Equipment			UM00037425MA17A	5/1/2017	5/1/2018	Installation Floater: \$2,500,000

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

Re: Annual Contract for County Wide Minor Signalization;

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are named as Additional Insured with respect to General Liability including Products and Completed Operations coverage per the blanket additional insured endorsement CG7048 as required per written contract. Coverage is primary and non-contributory.

**CERTIFICATE HOLDER**

(239) 485-8383 mlaster2@leegov.com  
Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, FL 33902

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Bowles/DOOLEY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –  
FORM A**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

<b>Policy Number</b> GL2028856	<b>Agency Number</b> 0825486	<b>Policy Effective Date</b> 5/1/2017
<b>Policy Expiration Date</b> 5/1/2018	<b>Date</b> 4/17/2017	<b>Account Number</b>
<b>Named Insured</b> Traffic Control Devices, Inc.	<b>Agency</b> STAHL BOWLES & ASSOCS INC	<b>Issuing Company</b> AMERISURE INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
- (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
- (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
- (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;
- we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
- a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
- (1) Premises you:
    - (a) Own;
    - (b) Rent;
    - (c) Lease; or
    - (d) Occupy;
  - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
  - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
  - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
  - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
  - (3) Both those endorsements with either of those edition dates; or
  - (4) Either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**CG 20 10 11 85** Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.



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## Detail by Entity Name

Florida Profit Corporation

TRAFFIC CONTROL DEVICES, INC.

### Filing Information

**Document Number** 596300  
**FEI/EIN Number** 59-1858994  
**Date Filed** 12/05/1978  
**State** FL  
**Status** ACTIVE  
**Last Event** AMENDMENT  
**Event Date Filed** 09/03/1999  
**Event Effective Date** NONE

### Principal Address

242 N WESTMONTE DRIVE  
ALTAMONTE SPRINGS, FL 32714-2404

Changed: 04/22/2005

### Mailing Address

P.O. BOX 150418  
ALTAMONTE SPRINGS, FL 32715-0418

Changed: 02/24/1999

### Registered Agent Name & Address

COCKMAN, GREGORY STEVEN  
242 N WESTMONTE DRIVE  
ALTAMONTE SPRINGS, FL 32714

Address Changed: 04/01/2008

### Officer/Director Detail

#### **Name & Address**

Title S

WITTEK, DAVID K.  
242 N WESTMONTE DRIVE  
ALTAMONTE SPRINGS, FL 32714

Title PD

COCKMAN, GREGORY S.  
242 N WESTMONTE DRIVE  
ALTAMONTE SPRINGS, FL 32714

Title VD

BREEDING JAMES C.  
242 N WESTMONTE DRIVE  
ALTAMONTE SPRINGS, FL 32714

Title VD

WILLIAMS, GEORGE W.  
242 N WESTMONTE DRIVE  
ALTAMONTE SPRINGS, FL 32714

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2015	04/30/2015
2016	04/18/2016
2017	04/28/2017

#### **Document Images**

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<a href="#">05/15/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/03/1999 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/25/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

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Florida Department of State, Division of Corporations