

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller   
Director of Procurement

DATE: May 26, 2015

RE: Approval to Renew Agreement for  
Insurance Broker Services with  
Arthur J. Gallagher Risk Management Services, Inc.  
Contract No. 000868

Board approval to renew the referenced contract with Arthur J. Gallagher Risk Management Services, Inc. (Gallagher) for insurance broker services is requested. The current renewal expires on June 29, 2015. The term of the requested renewal, if approved, will be one year beginning June 30, 2015, and ending June 29, 2016, in the amount of \$50,000.00.

Under this renewal Gallagher will provide a full range of risk management broker services and work closely with the Authority's Risk Manager to routinely evaluate the Authority's risks and make recommendations for the appropriate mitigation of those risks in a cost-beneficial way.

Central Florida Expressway Authority  
CONTRACT RENEWAL AGREEMENT  
CONTRACT NO. 000868

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11<sup>th</sup> day of June, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Arthur J. Gallagher Risk Management Services, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated June 30, 2012, whereby the Authority retained the Contractor to perform insurance broker services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 30<sup>th</sup> day of June, 2015 and ending the 29<sup>th</sup> day of June, 2016 in the amount of \$50,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 29, 2015, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 29, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

ARTHUR J. GALLAGHER RISK MANAGEMENT  
SERVICES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (SEAL)  
Secretary or Notary

Approved as to form and execution, only

\_\_\_\_\_  
General Counsel for the Authority

# **CONTRACT**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
AND  
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.**

**INSURANCE BROKER SERVICES  
CONTRACT NO. 000868**

**CONTRACT DATE: JUNE 30, 2012  
CONTRACT AMOUNT: \$150,000.00**



**ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,  
TECHNICAL PROPOSAL, AND FEE PROPOSAL**

**FOR**

**INSURANCE BROKER SERVICES**

**CONTRACT NO. 000868**

**JUNE 2012**

**Members of the Board**

**Walter A. Ketcham, Jr., Chairman  
R. Scott Batterson, P.E., Vice Chairman  
Teresa Jacobs, Secretary/Treasurer  
Noranne B. Downs, P.E., Ex-Officio Member  
Tanya J. Wilder, Member**

**Interim Executive Director**

**Max Crumit, P.E.**

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## **CONTRACT**

This Contract No. 000868 (the "Contract" as defined herein below), is made this 30th day of June, 2012, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., 200 South Orange Avenue, Suite 1350, Orlando, Florida 32804, hereinafter the CONTRACTOR:

### **WITNESSETH:**

**WHEREAS**, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

**WHEREAS**, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS**, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide insurance broker services as may be assigned to the contractor by the AUTHORITY; and,

**WHEREAS**, on or about May 25, 2012, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

**WHEREAS**, CONTRACTOR was the only qualified firms that responded to the Request for Proposals and was ultimately selected;

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

### **1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing insurance broker services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other consultants or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONTRACTOR, and
- 1.5 The Fee Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

## **2. TERM AND NOTICE**

The initial term of the Contract will be three (3) years from the date first written above. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the initial three-year Contract Term and the first renewal.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or

(v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the Contract term is \$150,000.00

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

#### **4. AUDIT AND EXAMINATION OF RECORDS**

##### **4.1 Definition of Records:**

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the

CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## **5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

## **6. CONTRACTOR INSURANCE**

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

**6.1 Commercial General Liability Insurance** having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

**6.2 Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

**6.3 Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

**6.4 Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

**6.5 Professional Liability or Errors and Omissions Insurance** Coverage of at least One Million Dollars (\$1,000,000) per occurrence.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

## **7. CONTRACTOR RESPONSIBILITY**

CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

## **8. INDEMNITY**

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its

subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONTRACTOR Property,

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property,

8.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

8.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## **9. PUBLIC RECORDS**

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

## **10. PRESS RELEASES**

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation AUTHORITY Property, without first notifying AUTHORITY and securing its consent in writing.

## **11. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

## **12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

### **13. NONDISCRIMINATION**

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

### **14. SUBLETTING AND ASSIGNMENT**

AUTHORITY has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

### **15. DISPUTES**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## **16. PREVAILING PARTY ATTORNEY'S FEES**

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

## **17. OTHER SEVERABILITY**

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

## **18. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

## **19. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subconsultant, or matter.

## **20. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## **21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

## **22. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

22.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

22.4 Obligations upon expiration or termination of the Contract, as set forth in Section 23; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

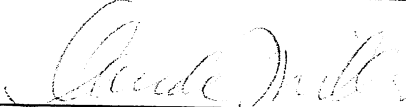
### **23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

23.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

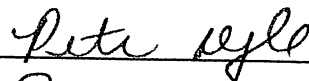
23.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

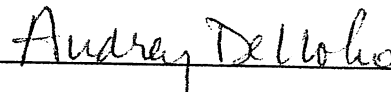
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above below. This Contract was awarded by the Authority's Board of Directors at its meeting on June 27, 2012.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

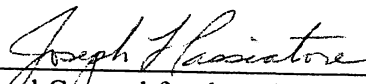
By:   
Director of Procurement

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

By:   
Peter Doyle  
Print Name  
Area President  
Title

ATTEST:  (Seal)

Approved as to form and execution, only.

  
General Counsel for the AUTHORITY

**SCOPE OF SERVICES**  
**INSURANCE BROKER SERVICES**  
**CONTRACT NO. 000868**

The Contractor shall provide a full range of risk management broker services. This Scope of Services describes the services required by the Authority including, but are not necessarily limited to, the following:

1. Contractor shall work closely with the Authority's Risk Manager to routinely evaluate the Authority's risks and make recommendations for the appropriate mitigation of those risks in a cost-beneficial way including:
  - a. Analyzing the Authority's exposure to loss, the adequacy of coverage and developing options on coverage whether or not currently purchased by the Authority.
  - b. Performing catastrophe or other modeling to determine levels of exposure to risks.
  - c. Assisting the Authority in evaluating the appropriate levels for risk retention.
  - d. Advising on the various alternatives to handling risks through various forms of insurance, self-insurance, deductible levels, etc.
  - e. Advising the Authority on insurance matters including, but not limited to, health, life, long term disability, short term disability, vision and dental.
  - f. Assisting in the development of risk management policies and procedures for the Authority as requested.
  - g. Making recommendations for enhancing the risk and insurance management program, including providing input regarding coverage issues outside the current program.
  - h. Providing research assistance and consultation on risk management issues.
2. Performing all tasks related to the renewal process for all types of insurance coverages including:
  - a. Developing a marketing plan to include competitively soliciting at least 3 quotes from insurance carriers.
  - b. Preparing submissions and specifications for which underwriters may bid.
  - c. Making a recommendation for carrier selection, including conducting meetings with Authority management to discuss options.
  - d. Finalizing the procurement and execution of all policies required on behalf of the Authority including negotiating terms, conditions, and price.
  - e. Preparing renewal binders and endorsements as appropriate.
3. Preparing and issuing all certificates of insurance within 2 days of request or sooner when such request is specified as an emergency.

4. Coordinating notice of claims and/or losses to underwriters when requested and acting as a facilitator during the claim process.
5. Answering questions and resolving coverage issues related to policy coverage as requested, working with the Authority's management, legal counsel and/or auditors in providing needed information and expertise
6. Responding in a timely manner to audit inquiries and attending meetings related to audits involving risk management when requested.
7. Advising the Authority of trends and/or changes in the insurance industry.
8. Making presentations to the Authority's Board of Directors, Board Committees or management if requested.
9. Coordinating reporting of claims with third party administrators if applicable.
10. Reviewing Authority contracts as requested to determine if additional risk exposures are present. Assisting the Authority in re-evaluating insurance requirements for various contracts (design, construction and service). Reviewing certain leases, agreements for insurance requirements, assumption of liability and other risk management issues as requested.
11. Advising the Authority on budgeting for insurance in advance of obtaining quotes for coverage.
12. Preparing and submitting special reports, loss analyzes, etc., as requested.
13. Obtaining proper return premiums, if required, necessitated by mid-term cancellations and validate any additional premiums for accuracy.
14. Coordinating any loss control requests from insurance.
15. Providing general assistance in the administration of the Authority's program.
16. Providing additional services as may be assigned in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization from the Authority to perform the work.

END OF SCOPE OF SERVICES

## **METHOD OF COMPENSATION INSURANCE BROKER SERVICES**

### **1.0 PURPOSE**

This document describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

### **2.0 COMPENSATION**

The total amount to be paid by the Authority under the Contract for services, materials and "out of pocket" expenses shall not exceed \$150,000.00 for the initial three-year term. The Contractor shall bill the Authority on a semi-annual basis on January 1 and July 1 of each Contract year, based on the amounts set forth in the Fee Proposal for services rendered toward completion of the Scope of Services. Additional services performed shall be compensated based on negotiation of fees or a lump sum amount mutually agreed upon. Additional services shall be billed to the Authority separately from other broker services.

### **3.0 METHOD OF COMPENSATION**

- 3.1 The Contractor shall have a documented invoice procedure. The Contractor shall prepare and forward invoices to the Authority's Accounts Payable Department. The invoice shall include a breakdown of the work performed by the Contractor to verify the amount being requested for payment.
- 3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Contractor is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or Authority staff.
- 3.3 Contractor shall receive and accept the compensation and payment provided in its Fee Proposal and the Contract as full payment, unless otherwise stated, for all labor, materials, expenses, supplies and incidentals required to be provided by the Contractor in the Scope of Services.
- 3.4 The Contractor shall promptly pay all subconsultants/subcontractors and suppliers their proportionate share of payments received from the Authority.
- 3.5 If the Contractor elects to receive direct deposit of payments from the Authority, the Authority will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 3.6 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or its designated representative. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Chief Financial Officer, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.

#### 4.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by the Authority and the Contractor.

#### 5.0 PROJECT CLOSEOUT

Final Audit: The Contractor shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Contractor and any or all subcontractors to support the compensation paid the Contractor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Contractor under the Contract are subsequently determined to have been inadvertently paid by the Authority because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such amounts are due to the Authority upon demand. Final payment to the Contractor shall be adjusted for audit results.

END OF SECTION



## Transmittal Letter

June 14, 2012

Our Arthur J. Gallagher Risk Management Services, Inc. team would like to thank the Orlando-Orange County Expressway Authority (OOCEA) for the opportunity to respond to the "Request for Proposals for Insurance Broker Services."

Gallagher is uniquely positioned to continue to meet and exceed the needs of OOCEA. As the largest insurance broker specializing in the public sector, we have the experience, resources, and insurance market relationships to significantly impact your risk management costs.

Since our engagement as the Authority's consultant/broker in 2000, Gallagher's recommendations have led to a tangible \$2,500,000 reduction in insurance costs for OOCEA. We look forward to your review of the enclosed RFP response and believe you will find Gallagher to again be the best choice to represent OOCEA going forward.

We confirm Gallagher and our account team members exceed OOCEA's General Qualifications as described in Section 1.7.1 of the RFP. These include:

1. Licensed as an insurance broker in the State of Florida  
**CONFIRMED**
2. Minimum of five (5) years of experience with insurance broker services being the firm's primary business  
**CONFIRMED AND EXCEEDED, further details provided in RFP response**
3. Have had at least five (5) governmental entities as clients in the past five (5) years  
**CONFIRMED AND EXCEEDED, further client listing provided in RFP appendix**
4. Be covered for General Liability, Workers' Compensation, and Professional Liability (Errors & Omissions)  
**CONFIRMED, proof of insurance included in Appendix**
5. Have the servicing office located within the Orange County Standard Metropolitan Statistical Area (Orange, Lake, Osceola and Seminole Counties).  
**CONFIRMED, servicing office located in City of Orlando/Orange County**

Additionally, we confirm receipt of all addenda associated with this RFP and have included our addendum acknowledgement in the Appendix.

Gallagher commits to providing the services as outlined in Exhibit A of the RFP Requirements without exception.

We appreciate the opportunity to present the unique capabilities of our company to the Authority. Should the evaluation committee have any questions or need further clarification, please don't hesitate to contact us.

Best Regards,

Your Gallagher Team;

Chris Connelly, ARM-P  
Area Vice President

Audrey Dellolio, ARM-P  
Area Assistant Vice President

Peter Doyle  
Area President



## Executive Summary

*The Executive Summary shall be written in non-technical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Executive Summary shall be limited to no more than three (3) pages. A copy of the Proposer's current license as insurance broker shall be attached to the Executive Summary. The copy does not count against the 3 page limit.*

We have greatly appreciated the 12 year relationship our firm has had with OOCEA as its consultant and broker. Through this RFP process we look to demonstrate why Gallagher continues to represent the best choice in brokerage firms for OOCEA.

## Why Gallagher?

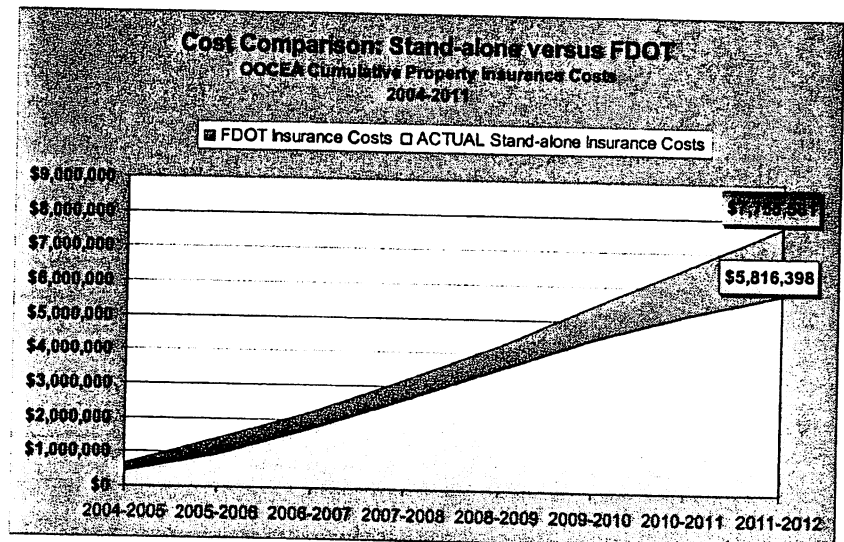
### 1 | Proven Performance and Cost Reductions for OOCEA

- Since beginning to work with OOCEA in 2000, Gallagher's recommendations have led to a **\$2,500,000 tangible decrease in the Authority's insurance expenditures.**
- We have again in 2012 executed for OOCEA with a significant reduction in premium costs. We believe OOCEA will be the only public entity in Central Florida to receive a significant reduction in its property insurance costs in 2012.
- **Other public entities in Central Florida are averaging 20%+ increases (some as high as 80%) in their property insurance costs in 2012 due to drastic changes in windstorm modeling.**

In 2004, Arthur J. Gallagher recommended OOCEA move to a stand-alone insurance program structure due to its geographic location, rather than being part of the state-wide FDOT insurance program.

This recommendation resulted in an immediate \$236,429 (35%) cost savings. **Over the past eight years, this recommendation has yielded a ~\$2,000,000 savings to OOCEA in direct insurance premium costs.**

In addition, OOCEA currently maintains lower deductibles and a higher dedicated limit of windstorm insurance through its stand-alone program. Please review the exhibit at right for the cumulative cost savings, even during hard market cycles, from Gallagher's recommendation.



Since the initial reductions of 2004, Gallagher has continually negotiated comprehensive coverage for OOCEA at competitive costs. OOCEA currently maintains lower deductibles and rates than any other large Central Florida public entity. On the following page, we have provided an analysis of the stability and continual cost savings Gallagher has been able to achieve for OOCEA.

Policy Year	Total Insured Values	Wind Limit	Annualized Premium Incl. Terrorism	TIV Change	Annual Rate	Rate Change
2004-2005	\$476,000,000	\$100,000,000	\$441,728	-		-35%
2005-2006	\$568,096,329	\$100,000,000	\$500,004	19%	\$ 0.0880	-5%
2006-2007	\$628,563,474	\$50,000,000	\$810,761	11%	\$ 0.1290	47%
2007-2008	\$824,472,840	\$50,000,000	\$873,259	31%	\$ 0.1059	-18%
2008-2009	\$919,750,747	\$75,000,000	\$912,088	12%	\$ 0.0992	-6%
2009-2010	\$1,044,830,611	\$75,000,000	\$929,899	14%	\$ 0.0890	-10%
2010-2011	\$1,003,312,997	\$75 MM AOP \$50 MM Named Wind	\$701,316	-4%	\$ 0.0699	-21%
2011-2012	\$1,018,635,884	\$75 MM AOP \$50 MM Named Wind	\$647,343	2%	\$ 0.0635	-9%
2012-2013	\$1,107,676,346	\$100,000,000	\$578,684	8%		-18%

Since 2004, Gallagher has reduced OOCEA's insurance rate by 44%, providing an annual savings of \$450,000. This is in addition to the initial 35% savings OOCEA received in 2004.

## 2 | Experience with Florida Toll-Road Systems

Gallagher currently services nearly every Expressway Authority in Florida, and brings with it significant experience with the insurance companies and underwriters specializing in this unique class of operations. **Gallagher negotiates insurance coverage for over \$7 Billion of bridges/infrastructure exposure in Florida alone.**

## 3 | Comprehensive Services and Work Plan

As shown later in this RFP response, Gallagher has a variety of resources, experience and knowledge to continue to assist OOCEA with its insurance and risk management programs. We have experts in every area of construction and public sector risk management to assist you.

## 4 | Company Qualifications and Experience

Gallagher provides a broad range of experience and resources as the 4<sup>th</sup> largest insurance broker worldwide and the largest broker for public entities across the U.S. We currently provide brokerage services to over 7,000 public entities, including over 100 Florida public entities.

## 5 | Insurance Market Leader

Gallagher places more than \$8 Billion in annual insurance premium per year worldwide, and over \$1.2 Billion in public sector premium. In addition, Gallagher is the largest surplus lines property broker in the State, placing coverage for over \$150 Billion in total insured values through our Florida offices. We put this leverage to work for OOCEA as is demonstrated by our past accomplishments.

Included on the following pages are more detailed descriptions of Gallagher's experience and qualifications for your review.



# FLORIDA DEPARTMENT of FINANCIAL SERVICES

ARTHUR J. GALLAGHER RISK MANAGEMENT  
SERVICES, INC.

200 S ORANGE AVENUE  
SUITE 1350

ORLANDO FL 32801

Agency License Number L049973

Location Number: 172379

Issued On 07/03/2007

Pursuant To Section 626.382, Florida Statutes, This Agency's License Will  
Expire On 07/03/2013

Pursuant To Section 626.747, Florida Statutes, This Agency Shall Be In The Active Full-Time  
Charge Of A Licensed General Lines Agent Or Life Or Health Agent Who Is Appointed To  
Represent One Or More Insurers.

Pursuant To Section 626.172, Florida Statutes, Each Agency Shall Display The License Or  
Registration Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential  
Customer Who Enters The Agency.

Jeff Arwater  
Chief Financial Officer  
State of Florida

TP-4



## Understanding and Approach

*The Proposer shall demonstrate its understanding of the project objectives and shall discuss the means by which these objectives will be attained.*

Gallagher has worked with OOCEA as its consultant/broker since 2000 and has an intimate knowledge of the project objectives. We will continue to meet your scope of services as outlined in Exhibit A. Below you will find an outline of the project approach and services we would continue to deliver for OOCEA.

Initiative	Tasks
<b>Program Analysis</b>	<ul style="list-style-type: none"> <li>- Discuss with Risk Management philosophy and insurance needs to include but not limited to possible program restructure and policy form changes</li> <li>- Discuss any changes in operations and complete risk assessment</li> <li>- Research new markets, coverage concepts and determine their availability to coordinate with Risk Management goals and objectives</li> <li>- Coordinate property statement of values in designated Excel Format and review Cost Per Square Foot</li> <li>- Analyze cost drivers contributing to the cost of risk</li> </ul>
<b>Pre-Renewal Meeting</b>	<ul style="list-style-type: none"> <li>- Discuss strategic marketing plan, program structure and program price to maximize cost savings</li> <li>- Implement marketing game plan within Gallagher Team and initiate gathering underwriting information.</li> <li>- Discuss updated exposures, review uninsured/underinsured exposures, and unfavorable loss development</li> <li>- Provide insurance market updates and projected impact on Authority budget</li> <li>- If not already requested, send email requesting Anniversary Information Updates and include last year's exposures for comparison</li> <li>- Define key renewal objectives by line of coverage</li> <li>- Develop and review marketing plan including analysis of individual market's financial condition, experience, service capabilities</li> <li>- Establish timeline and renewal goals</li> </ul>
<b>Program Design &amp; Renewal Submission</b>	<ul style="list-style-type: none"> <li>- Analyze existing program, exposure and loss information</li> <li>- Consider new exposures, operational changes, new Authority initiatives</li> <li>- Review existing policy contracts for adequacy of coverage; identify deficiencies/gaps in coverage</li> <li>- Develop program design – analyze alternative coverages and retention levels to determine the most appropriate program structure and a program which meets your objectives</li> <li>- Survey and evaluate potential insurance markets</li> <li>- Qualify the financial security of the insurer; ask questions regarding their financial strength, claims paying ability, appetite for governmental risks, etc. Begin preliminary discussions</li> <li>- Coordinate Catastrophe Analysis - PML Report (Probable Maximum Loss Report for Hurricanes)</li> <li>- Compile underwriting information and pre-fill applications with basic information to save time for Risk Management</li> <li>- Prepare underwriting submission for presentations to the Authority to assure the best and most thorough information is being presented to the marketplace</li> <li>- Meet with direct markets and / or intermediaries to discuss renewal game plan and determine markets most interested in presenting quotes</li> <li>- Schedule marketing visits with underwriters (with Authority representatives if desired)</li> <li>- Provide renewal marketing updates to Risk Management staff</li> </ul>
<b>Marketing</b>	<ul style="list-style-type: none"> <li>- Negotiations with Markets to achieve the best possible terms, conditions and pricing</li> <li>- Evaluate terms and conditions received from the market</li> <li>- Discuss issues with Risk Management and obtain a resolution</li> </ul>



Initiative	Tasks
	<ul style="list-style-type: none"> <li>- Prepare proposal and include recommendations</li> </ul>
<b>Final Renewal Negotiations</b>	<ul style="list-style-type: none"> <li>- Respond to Markets for revisions or corrections to maintain program concurrency</li> <li>- Leverage markets to agree to any problematic terms or pricing</li> <li>- Determine the most advantageous quotes that meet the needs of the Authority and meet program concurrency</li> <li>- Provide detailed proposals to include the following: <ul style="list-style-type: none"> <li>▪ Present formal proposals (oral and written) outlining marketing efforts, outcome and recommendations <ul style="list-style-type: none"> <li>▪ Executive Summary – Summarizing the high level marketing results</li> <li>▪ Include exposure comparisons and historical graphs for all major lines</li> <li>▪ Outline program results, terms and conditions, A.M. Best Insurer Ratings</li> <li>▪ Provide options as established in game plan, i.e., limits, deductibles, retentions, etc.</li> <li>▪ Detailed comparison of quotations including policy forms and applicable endorsements</li> <li>▪ Full Compensation Disclosure for all parties, including all intermediaries owned and non-owned</li> </ul> </li> </ul> </li> <li>- Provide Risk Management support and assist in preparing agenda items for board consideration and approval</li> </ul>
<b>Program Binding &amp; Delivery</b>	<ul style="list-style-type: none"> <li>- Obtain signed binding authorization from Risk Management</li> <li>- Submit request to bind instructions to intermediaries and/or carriers in writing (via email) and request confirmation back with policy numbers</li> <li>- Coordinate receipt of carrier binders/cover notes for delivery and if not available prepare Gallagher Request to Bind Confirmations</li> <li>- Process all applicable state filings and Alien FET if applicable</li> <li>- Prepare premium allocation if needed</li> <li>- Prepare invoices within five days of binding as required by Gallagher Professional Standards</li> <li>- Check carrier binders, cover notes or wholesaler placement notes for accuracy</li> <li>- Issue transmittal letter to Risk Management to include invoices, confirmation of coverage's bound and reference options rejected. Note revisions or corrections needed from carriers or wholesalers</li> <li>- Request corrections from carriers/wholesalers as deemed necessary</li> <li>- Prepare for Risk Management three-ring binders to include binders/confirmation of insurance, cover notes, schematics and updated schedule of insurance</li> <li>- Update and Issue certificates of insurance for applicable coverage or loss payee</li> </ul>
<b>Ongoing Services</b>	<ul style="list-style-type: none"> <li>- Provide cost benchmarking for other similar Florida public entities</li> <li>- Provide relevant updates including: insurance market conditions, building replacement cost trends and guidance, and public sector risk management</li> <li>- Discuss new insurance market carriers/trends as they relate to the Authority</li> <li>- Provide claims guidance and meetings as desired</li> <li>- Contractual reviews of insurance requirements for Authority bid specifications</li> <li>- Certificates of insurance processed within one business day</li> <li>- Provide risk control and claim advocacy services as desired by Authority</li> </ul>

*If the Proposer represents unique and/or exclusive markets, specialty programs, or insurance pools, explain and provide an opinion as to whether or not the Authority would be better served by participating in these markets, programs or pools.*

Gallagher has working relationships with all insurance companies that could underwrite the Authority's bridges & overpasses coverage. Expressway authorities are a unique balance of property insurance vs. inland marine insurance, and we have access and experience with the insurance companies that understand your risk. We have



discussed in more detail our experience in designing and negotiating with these specialty insurers on Page 9, Firm Experience and Ability of Staff.

Gallagher is unique as it is the only broker in the State with significant knowledge and working relationships with the key insurers underwriting bridges/infrastructure exposure. This is an unusual class of business that not every property insurer understands. Our leverage in placing \$7 Billion in expressway/bridge exposure in Florida ensures that OOCEA is with the more cost competitive insurers in the market.

A concrete example of this is a new market entered the infrastructure property insurance market towards the end of 2011. It looked toward Gallagher as the top broker for these targeted accounts and we found success with this market on OOCEA's 2012 renewal. This relationship reduced OOCEA's costs in 2012 by \$223,000 and provided long-term stability by guaranteeing OOCEA's premium rate for a term of 3 years.

For the Authority's package coverage, we have a unique relationship with the Florida Municipal Insurance Trust (FMIT). We currently work with FMIT on a variety of accounts, including OOCEA and the Tampa Hillsborough County Expressway Authority. We have found FMIT to be the most competitive package market for Expressway Authorities in Florida.

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*The Proposer shall demonstrate the soundness and clarity of its approach to the attainment of project objectives presented in the Scope of Services, making specific references to work encompassed, including a discussion of potential difficulties and methods for solution and probable effectiveness of the approach with respect to objectives. The Proposer shall specifically address any items in the Scope of Services that the Proposer does not currently perform and how the Proposer plans to meet those needs.*

We have reviewed the Scope of Services provided in Exhibit A and agree to all services requested. Please reference our response to Project Understanding on Page 4-6 for a detailed discussion of specific services we will provide. We have not in the past nor would we have any difficulties in the future providing the services as requested by OOCEA.

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*The Proposer shall address its quality control program, namely the policies followed to assure a complete, accurate and quality service as it relates to the services required. The program shall specify the method by which project related information is received and processed by the Proposer.*

Gallagher's rigorous Corporate Professional Standards ensure that all binders, quotes, policies are identical and any discrepancies are corrected promptly. Each branch undergoes a thorough audit to ensure conformance with Professional Standards requirements, and any failure to meet the minimum passing score of 90% will result in probation and will have potential employment actions should scores not be improved. Your primary servicing team consistently scores above 98% on these audits, demonstrating our dedication to delivering responsive, quality service.

*Based upon the Schedule of Insurance attached at the end of these Proposal Submittal Requirements, the Proposer shall include under this section an analysis of the sufficiency of the current Authority insurance program in a nature or character necessary to protect the interest of the Authority and the bondholders, as compared to other similar agencies.*

We act as OOCEA's consultant to ensure it is aware of the risks it faces, along with potential insurance/self-insurance alternatives. An excerpt from our mid-term review meetings is included below. We use this as a "big picture" overview of the risks OOCEA faces, along with insurance products available to transfer the risks to insurers.



Line of Coverage	Exposure	Coverage Purchased	Insurance Carrier
Property, B&M - Administration	Yes	Yes	FMIT
Property, B&M - Bridges & Overpasses	Yes	Yes	Great American BI/EE Limit of \$25,000,000
Including Business Income	Yes	Yes	
Including Extra Expense	Yes	Yes	
Including Terrorism	Yes	Yes	
Primary Flood (NFIP)	Limited	No	Available through NFIP for buildings
Excess Flood	Yes	Yes	FMIT & Great American
Crime	Yes	Yes	FMIT
General Liability	Yes	Yes	FMIT
Automobile Liability/Physical Damage	Yes	Yes	FMIT
Public Officials Liability	Yes	Yes	FMIT
Including Employment Practices Liability	Yes	Yes	
Fiduciary Liability	Evaluate	No	
Workers Compensation	Yes	Yes	FMIT
Environmental Liability	Evaluate	No	
Cyber Liability / Breach of Privacy	Yes	No, pending	
CFO Bond	Yes	Yes	Travelers

A recent exposure we identified with OOCEA Risk Management relates to the amount of private consumer data OOCEA retains and the potential risks it may face if this information were released or hacked. We are currently working with OOCEA Risk Management on a solution to these "cyber" risks.

Additionally, we have discussed several construction alternatives to OOCEA including Owner's Builders Risk and Owners Controlled Insurance Programs (OCIP).

In terms of OOCEA's current insurance coverage, this has been tailored to ensure OOCEA is receiving comprehensive coverage for its bondholders, without "over-insuring" and spending unnecessary funds for protection that is excess of its expected risks. The current named windstorm limit of \$50,000,000 was decreased from \$75,000,000 in 2009 to provide OOCEA with a significant premium savings. Since that time, we have provided catastrophe modeling that supports OOCEA's decision to purchase \$50M of windstorm coverage.

Despite the large fluctuations of the Florida insurance market, particularly in 2005 (following Hurricane Katrina, Wilma, Rita) and now in 2012 (following a drastic change in catastrophe modeling for Central Florida), Gallagher has been able to provide stable and decreasing costs over the past 8 years. Please reference the Executive Summary of this RFP response for a summary of our past marketing efforts which has ensured OOCEA receives sufficient coverage at competitive costs.

OOCEA's terms of coverage and deductible structure are much improved versus what is standard for other large public entities in Central Florida. Most public entities in Florida have deductibles anywhere from 2% to 5% of the insured values damaged during a windstorm. Since 2% of the value of OOCEA's bridges could be a several million dollar deductible for OOCEA, we negotiated to have a flat (not percentage) deductible of \$500,000 apply to your bridges. This would have a multi-million dollar savings to OOCEA in the event of a severe hurricane.



Gallagher further improved the deductible in 2012 to a flat \$500,000 per occurrence deductible. OOCEA is the only large entity in Central Florida that has the option to purchase a low, flat (not percentage) deductible. The potential savings for OOCEA in deductible costs during a windstorm or flood event are multiple millions of dollars. Additionally, there are certain sublimits of coverage that in the past Great American was unable to increase that we were able to have increased via another insurer in 2012.

One avenue that we continually approach in regards to OOCEA's property program is to have its Administrative Complex insured via the bridges/toll structure program. This would provide significant savings and broader coverage since the deductibles and policy rates for the bridge program are less than the current property program. However, Great American has been unable to accommodate this request. We will continue to attempt to negotiate this into the program.

In terms of casualty coverages, FMIT continues to be the most competitive and comprehensive insurer for your liability and workers compensation risks. FMIT is a governmental pool made up of all Florida public entities, and their coverage forms are designed specific to governmental risks. Additionally, FMIT has been a stable insurance provider to OOCEA and offered significant dividend credits each of the past 3 years.

Two other areas that we have suggested evaluating relate to potential environmental and cyber risks. We have dedicated specialists at Gallagher and each of these areas and would look forward to working to evaluate this risks with OOCEA.

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*Proposer shall indicate, as a percentage only of the anticipated contract amount, the participation, if any, by M/WBE firms. No dollar amount shall be shown.*

We will not be using a M/WBE for any of the services outlined in this program. Our firm can provide 100% of the services outlined.



## Firm Experience and Ability of Staff

*The Proposer shall demonstrate adequacy of experience of its firm and staff in engagements of similar scope and requirements; proven ability of Proposer's staff to provide required services; time commitment of Proposer's staff to the project.*

Gallagher is uniquely positioned as the only insurance broker with significant experience providing services to toll agencies/expressway authorities in Florida. Gallagher currently provides services to the Tampa Hillsborough County Expressway Authority, Orlando-Orange County Expressway Authority and The Florida Dept of Transportation / FL Turnpike Authority, including the Miami Dade County Expressway Authority and other affiliated authorities. Gallagher places property insurance coverage for over \$7 Billion of bridges/overpasses exposure in Florida.

Through this experience, we have gained significant knowledge of the unique aspects and risks of expressway authorities. From a property insurance standpoint, expressway authorities are unique amongst all other standard types of municipal property, such as office buildings, stadiums, schools, and support facilities. A majority of the exposure of expressway authorities is in the bridges and overpasses, including use & occupancy. The challenge in the insurance market is bridges and roadways are a standard exclusion on property insurance policies, and are often prohibited classes of property by carrier reinsurance contracts. Also, most inland marine carriers find difficulty insuring expressway authorities because they are accustomed to smaller exposure (less than \$100 Million) in fixed assets, and are often unable to provide enough capacity to insure \$500 Million+ in total assets.

Because of this unusual exposure, only a handful of underwriters and insurance companies truly understand and are committed to insuring your type of operations. Our team has direct access to a majority of these specialist companies, and is able to supplement these direct contacts with other standard Excess and Surplus lines companies.

**This is unique, as most brokers do not have intimate knowledge of the specialist underwriters who are willing to insure OOCEA. This is a result of the work we have done with other expressway authorities in Florida.**

Below is a sampling of some of the direct markets (not through intermediaries) Gallagher has accessed in the past for the Authority. A majority of these larger companies have specialty units that are able to underwrite expressway authorities.

- Allianz Inland Marine (Formerly Fireman's Fund)
- CNA Inland Marine
- ACE USA (Bridge Contact)
- IRJ/Swiss Re
- Munich Re Engineered Risk
- Lexington Ins. Co.
- Great American
- Travelers

As described in the following sections, your team has ample capacity to service OOCEA. Your dedicated team manages an average of 12 clients, allowing us to concentrate on your needs and effectively deliver services in a prompt fashion.

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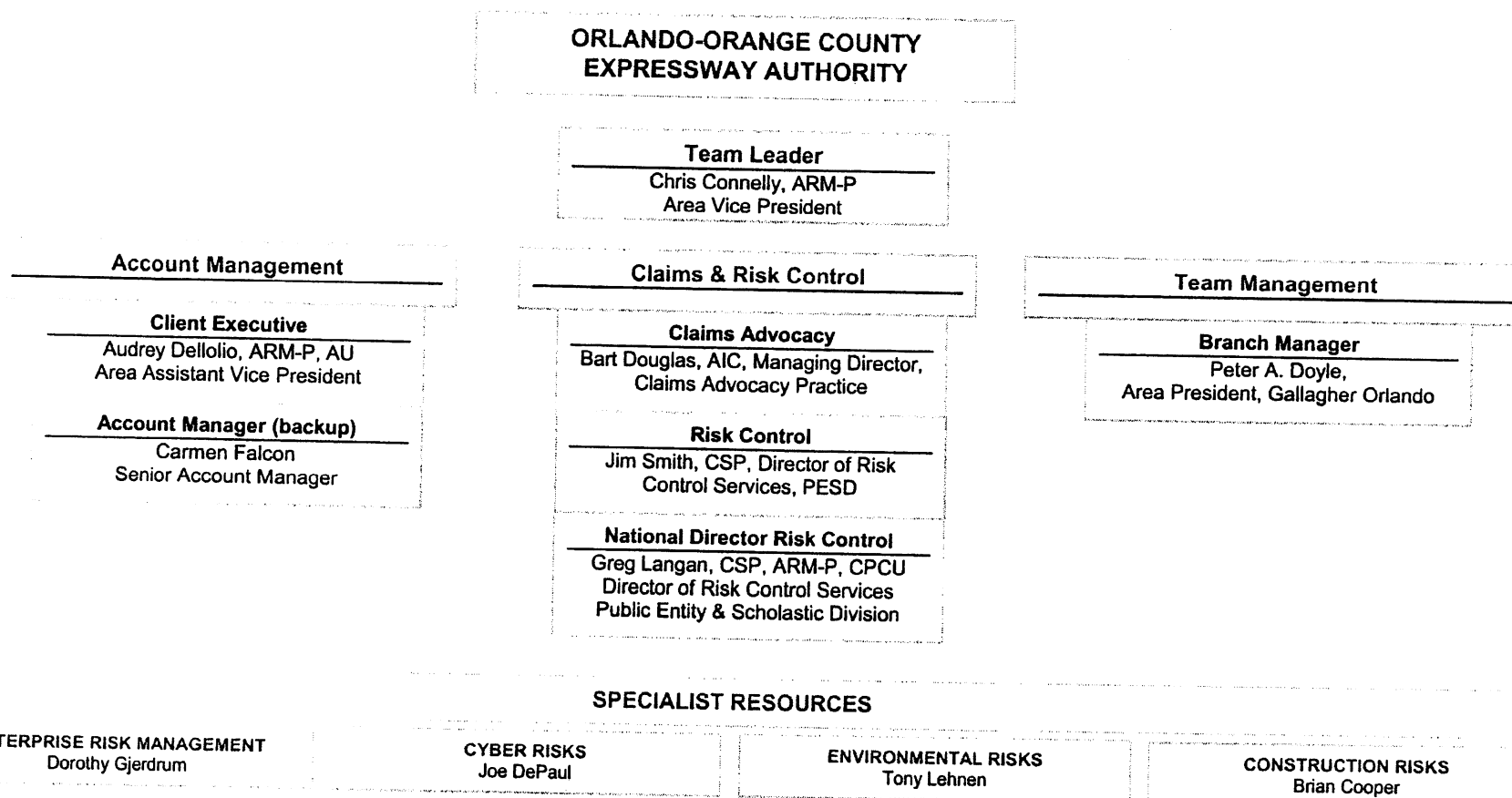
*Proposer shall furnish resumes of Proposer's Account Executive and other key personnel presently employed by the Proposer who will be assigned to the engagement to carry out account activities. The resumes shall include professional experience and education, including degrees and professional designations earned.*

Full Resumes for each of the team members can be found behind our Appendix, tab F, 4.

The Account Executive shall have a minimum of five (5) years' of insurance brokerage experience. Other key personnel shall have a minimum of two (2) years of specific experience in the services required by the Scope of Services. The Proposer shall submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the services required. Project management and key staff shall be identified.

Confirmed. The following pages contain your assigned servicing team, detailed descriptions of each team member's qualifications, experience and relevant roles for your account are included. Additionally, an organizational chart is included below.

## Gallagher Team Organizational Chart





## Gallagher Staffing Plan

**Chris Connelly, ARM-P | Area Vice President | Principal, Public Entity & Scholastic Division**

**Role**  
**Team Leader**

The Gallagher account team is led by Chris Connelly, who will be the primary coordinator of all Gallagher resources to OOCEA and will have the ultimate responsibility for the delivery of services to the Authority. He will respond to questions, address concerns, manage and coordinate all available Gallagher services and resources.

One of Chris' primary roles is to provide technical expertise, benchmarking with other public entity programs, and market relationships to ensure that the Authority has the best insurance program that can be placed in the market.

**Key Activities**

- Develop cost-effective strategies to address client risks
- Work with you to establish goals, strategies, marketing and renewal objectives
- Lead risk management planning sessions, client meetings, provide reports and presentations
- Lead program design and insurance marketing
- Insurance negotiations including the specifications, design, marketing efforts, carrier negotiations and program structure / policy design
- Draft policy language and negotiation of appropriate coverage changes with insurers
- Ensure the quality of Gallagher resources, coordination of services
- Communicate with you on special projects, work plans and other relevant management issues
- Assist in developing reports to senior management on the status, progress and achievements
- Provide market analysis and forecasts by line of coverage
- Monitor program on a continual basis to ensure its responsiveness to your exposures

**Relevant Experience & Qualifications**

Chris specializes in providing services to governmental entities. Since 2007 Chris has worked closely with OOCEA as its Team Leader and been instrumental in designing and negotiating OOCEA's insurance coverages as well as assisting with contractual risk management concerns of OOCEA. Chris will be available on a daily basis to respond to the service needs of the Authority and will take an active role in the design and implementation of your insurance programs.

Chris has been working in the industry for eight years and was recently voted by his clients as a finalist in the Public Entity "Power Broker" award by Risk and Insurance Magazine. This award is given to the top brokers from across the country in each industry segment as nominated by their clients.

**Existing Clients**

Chris has a manageable current workload of 12 public entity clients as the primary team leader and will have ample time and capacity to service the Authority. He currently manages client insurance programs including \$29.6 Billion of insured property values and \$26.8 Million in annual insurance premiums.

The current accounts managed by your Team Leader include:

- Expressway and Transit Authorities
- Counties, Cities, School Districts
- State Governments including State Colleges/Universities



## Gallagher Staffing Plan (cont.)

### Audrey Dellolio, ARM-P, AU | Area Assistant Vice President

**Role**  
**Client Executive**

Audrey's role will be to handle daily servicing responsibilities, ensuring all team members are up-to-date on all aspects of the Authority's program. She will also assist in the marketing phase of the insurance renewal cycle, working closely with the Authority to help facilitate the gathering of exposure information, and working closely with Chris in the negotiations with insurance companies.

**Key Activities**

- Participate in strategic risk management planning sessions
- Attend client meetings, provide reports and presentations
- Coordinate delivery of Gallagher's resources as needed to support client's risk management objectives
- Preparation of materials, statements of values and exposure data as required by insurers
- Assist in marketing insurance coverages, responsible for marketing ancillary lines of coverage, proposal preparation
- Review of contracts, assist with third party contract guidelines for clients
- Communicate with clients on special projects, work plans and other relevant management issues
- Monitor program on a continual basis to ensure its responsiveness to your exposures
- Reviewing insurance policies for accuracy and concurrency
- Day-to-day account management services, invoicing, binders, certificates, prepare and update schedules of insurance

**Relevant Experience & Qualifications**

Audrey brings over 25 years of experience to OOCEA and has managed your insurance program since 2006. She works exclusively for Gallagher's public entity clients and provides a wealth of knowledge in public sector insurance and risk management.

**Existing Clients**

Audrey has a manageable workload of 11 clients to ensure availability to OOCEA, including:

- 2 Expressway Authorities
- 7 Florida Counties, Cities, School District
- 1 Florida Governmental Pool
- 1 State Government

### Bart Douglas, AIC | Managing Director, Gallagher Claims Advocacy

**Role**  
**Claims Advocacy**

Bart Douglas is available to assist OOCEA in the claims settlement process to ensure prompt, fair claim settlements. In the event of significant losses, Bart will step in to assist the Authority as your professional advocate, dealing directly with the claims adjusters who represent the various insurance companies participating on the Authority's program.

**Key Activities**

- Report and manage claims with insurers
- Oversee claim consulting, provide advice and support of your claims processes and claims advocacy
- Assist in reviewing claims handling practices and make "best practices" recommendations
- Assist in developing proof of loss or claim reports, including site visits as required
- Analyzing and interpreting claims data
- Attend periodic claims meetings as desired



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Relevant Experience &  
Qualifications

Bart has been involved in claims and risk management for over 25 years and primarily services public sector clients at Gallagher. He has provided advocacy for large first party and third party claims and is available to assist OOCEA should an unfortunate claim arise.

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## Gallagher Staffing Plan (cont.)

### Jim Smith, M.S. CSP | Managing Director, Southeast Regional Risk Control

<b>Role Risk Control</b>	Jim's role is to coordinate loss control activities and training as desired by OOCEA to reduce the Authority's claim costs.
<b>Key Activities</b>	<ul style="list-style-type: none"> <li>- Review and consultation on carrier loss control recommendations and in-house loss control activities</li> <li>- Provide ongoing loss control support, including: <ul style="list-style-type: none"> <li>▪ Assistance with exposure analysis</li> <li>▪ Creating &amp; reviewing current risk control practices</li> <li>▪ Training booklets and videos</li> <li>▪ Coordinate Gallagher Risk Control Services</li> <li>▪ Online webinars on various loss control topics</li> </ul> </li> </ul>
<b>Relevant Experience &amp; Qualifications</b>	Jim has 29 years of experience in risk control and is a frequent speaker for our clients and national safety associations on topics including public entity loss trends, workplace safety, vehicle operations loss control, effective media relations and employment practices.

### Peter Doyle | Area President, Gallagher Orlando

<b>Role Team Management</b>	Pete's responsibility is to ensure the professional support and excellent service delivery from Gallagher's entire team. Pete is the senior management contact within Gallagher any is available to address any issues that may need to be elevated beyond your direct account team.
<b>Relevant Experience &amp; Qualifications</b>	Pete has worked with Gallagher for the past 11 years in various roles including brokerage and leadership positions. He is the senior relationship officer for Orlando's public sector clients and provides additional expertise in property, casualty and workers compensation coverage.

### Specialist Resources

<b>Role Team Specialists</b>	Gallagher's specialist resources are individuals within our network that will assist OOCEA and your direct support team in areas of unique risk management concerns.
<b>Specialist Teams</b>	<ul style="list-style-type: none"> <li>- Cyber Risks</li> <li>- Environmental Risks</li> <li>- Construction/OCIP Feasibility and Implementation</li> <li>- Public Entity Risk Management</li> </ul>



*The Proposer shall provide a reference list showing at least five past or current local government clients of similar size and/or complexity of risk management program in the State of Florida. Identify specific expertise providing broker services to toll agencies. Include services provided, contract dates, name of the agency, contact person, address, and telephone number. Letters of recommendation may be attached.*

Please reference Gallagher's full Florida governmental client list as provided in Appendix F, 2 and 3. We are happy to provide contact information for any of these clients upon request.

Public Entity Client	Services / Contract Dates	Contact / Address / Telephone
Orlando Orange County Expressway Authority	Services Provided: Property, General Liability, Errors & Omissions, Automobile and Workers Compensation Client since 2000, current contract from 2007 through 2012	Mr. Marc Ventura, CPA 4974 ORL Tower Road Orlando, FL 32807 407-690-5353
Tampa Hillsborough County Expressway Authority	Services Provided: Place Insurance coverages for: Property, General Liability, Errors & Omissions, Automobile, Workers Compensation Client since 2009, current contract from 2011 through 2014	Mr. Patrick Maguire, Esq. 1104 E. Twiggs St., Suite 300 Tampa, FL 33602 813-272-6740
Florida Department of Transportation	Services Provided: Brokerage and Risk Management Services, current contract from May 25, 2007 to May 25, 2011 and extended through May 25, 2015	Jill Soderberg, Division of State Purchasing 4050 Esplanade Way, Suite 360 Tallahassee, FL 32399-0950 850-488-7996
City of Orlando	Services Provided: Property, Pollution, Heliport and Fine Arts Client since: 2004, current contract from April 2010 through March 2013	Ray Scullian PO Box 4990 Orlando, FL 32802 407-246-3346
Orange County BOCC	Services Provided: Bonds, Tenant Use, Excess Workers' Compensation, Pollution, Crime, Property, Auto Physical Damage, Boiler & Machinery, Excess Liability Client since: 1990, current contract from March 2010 through March 2013	Susan Martin 109 E. Church Street, Suite 200 Orlando, FL 32801 407-836-9639



## Organization and Management

The Proposer shall include the following information in response to this section:

1. The number of employees in the office providing services and the office address.

The Orlando office is located at 200 S. Orange Avenue, Suite 1350, Orlando, FL 32801 and currently has 18 employees, 9 of whom are devoted to Public Entity clients.

2. The total number of employees in the firm.

Arthur J. Gallagher Risk Management Services, Inc. employs approximately 13,500 employees.

3. The firm's Florida premium volume.

Our Florida premium volume at year-end 2011 was approximately \$438 Million.

4. The firm's top insurance markets and the premium volume with each.

Listed at left are Gallagher's top national insurance markets. Additionally, our largest Florida public sector markets are shown below:

Chartis/Lexington Insurance	\$113,735,243
Lloyd's of London	\$37,686,457
Zurich-American Insurance Company	\$15,007,796
Argonaut Great Central Insurance Co.	\$12,232,505
Landmark American Insurance	\$11,117,264
Westchester Surplus Lines Insurance	\$9,789,272
Liberty Mutual Fire Insurance Company	\$9,723,024
AXIS Surplus Insurance	\$8,430,343
Chubb/Federal Insurance Company	\$8,308,491

5. The firm's ability to access, utilize and leverage key insurance markets.

As a top global insurance brokerage company, Arthur J. Gallagher has access to all major insurance companies and markets including the domestic U.S. market, Europe, Bermuda and Asia. Gallagher currently places over \$8 Billion of insurance premium per year with the top global insurers.

In the State of Florida, Gallagher handles 22 clients with over \$1 Billion in Property Values and places over \$438 Million in total premiums. Gallagher places more Excess and Surplus Lines Property Insurance in the State of Florida than any other broker.

Gallagher's Top Public Entity Trading Partners  
Carriers and National Premium Volume – Primary Lines

INSURANCE COMPANY	ANNUAL VOLUME
<b>Property, Builders Risk, Inland Marine</b>	
ACE	\$225,700,000
Chartis/Lexington	\$1,330,500,000
Allianz	\$149,750,000
CNA	\$143,400,000
FM Global	\$67,900,000
Great American	\$64,700,000
Lloyds of London	\$657,100,000
One Beacon	\$7,000,000
Travelers	\$507,700,000
Zurich	\$447,200,000
<b>Third Party Liability</b>	
ACE	\$225,700,000
Chartis/Lexington	\$1,330,500,000
Argonaut	\$34,200,000
Munich Re	\$236,900,000
Selective	\$5,700,000
Star Insurance Co.	\$4,600,000
Travelers	\$507,700,000
<b>Workers Compensation</b>	
ACE	\$225,700,000
Chartis/Lexington	\$1,330,500,000
Liberty Mutual	\$181,200,000
Midwest Employers	\$4,800,000
New York Marine & General	\$13,200,000
Star Insurance Company	\$4,600,000
<b>Fidelity &amp; Crime</b>	
Hartford	\$142,600,000
Great American	\$64,700,000
Travelers	\$507,700,000



As described on Page 9 of our RFP response (Firm Experience and Ability of Staff), our service team is experienced in designing and negotiating coverage specific to expressway authorities. The Authority's largest insurable risk and cost relates to its bridge assets and use & occupancy income stream. Our team has the experience and knowledge of this unique insurance marketplace to ensure the Authority can protect these assets and revenues.

Gallagher will use its global leverage and our local knowledge of the specialized insurance markets for expressway authorities to ensure the Authority has the most comprehensive terms and lowest cost available in the insurance market.

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*The Proposer shall provide an organizational chart which show the entire proposed organizational structure. A description of the Proposer's internal lines of responsibility and authority, and the interface relationships with the Authority and any subcontractors/subconsultants shall be shown.*

We have provided an organizational team structure within Tab C Firm Experience and Ability of Staff.

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*The Proposer shall describe the expected participation and contribution of the Proposer's top officials in the proposed activities. The Proposer shall provide a definition of responsibility and accountability for specific tasks and functions of key individuals within the Proposer's organization.*

We have provided an organizational team structure within Tab C Firm Experience and Ability of Staff.

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**  
**CONFLICT/NONCONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

**LITIGATION SUMMARY**

**PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.**

**ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.**

**CHECK ONE**

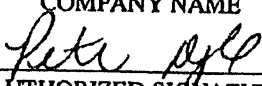
- ☒ The undersigned firm has had no litigation or any projects in the last five (5) years.

**OR**

- ☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Arthur J. Gallagher Risk Management Services, Inc.

COMPANY NAME

  
AUTHORIZED SIGNATURE

Peter A. Doyle

NAME (PRINT OR TYPE)

Area President

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
DRUG-FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that

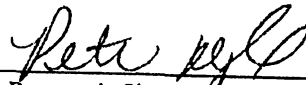
Arthur J. Gallagher Risk Management Services, Inc.

does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

  
Proposer's Signature

6/11/2012

Date

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
INSURANCE BROKER SERVICES  
CONTRACT NO. 000868**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND  
CODE OF ETHICS**

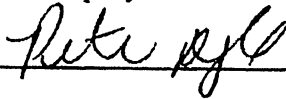
If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Arthur J. Gallagher Risk Management Services, Inc.

Company Name

By:



Title: Area President

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)



**Chris R. Connelly, ARM-P**

Area Vice President,  
Principal, Public Entity & Scholastic Division

407-563-3513

200 S. Orange Avenue, Suite 1350  
Orlando, Florida 32801

**MAJOR RESPONSIBILITY**

- Design and implementation of Risk Management Programs
- Ensure that Clients' service expectations are met and exceeded

**MAJOR ACTIVITIES**

- Risk identification and evaluation of exposures to loss
- Oversee the marketing of insurance placement
- Draft policy language and negotiation of appropriate coverage changes with insurers
- Participate in strategic risk management planning sessions
- Monitor program on a continual basis to ensure its responsiveness to your exposures
- Coordinate delivery of Gallagher's resources as needed to support your risk management objectives

**SUMMARY OF QUALIFICATIONS**

- Experienced in manuscript policy design and negotiation for public clients, including property insurance, public officials/school leaders liability, and third party liability
- Significant knowledge of property insurance markets, contract language, concurrency for quota-shared/layered property placements
- 2012 Public Entity "Power Broker" finalist by *Risk & Insurance Magazine*

**PUBLIC ENTITY EXPERIENCE**

- \$29.6 Billion in values and \$26.8 Million in premium
- 2 Expressway Authorities
- 2 States including University Systems
- 3 Public Schools K-12
- 7 Cities, Counties, Special Districts

**PROFESSIONAL AFFILIATIONS**

- Speaker at Public Risk Management Meetings - GFOA (Government Finance Officers Association), PRIMA (Public Risk & Insurance Mgmt. Assn)
- Public Risk Management Association (PRIMA); Association of Governmental Risk Pools (AGRiP); Public School Risk Institute (PSRI)

**EDUCATION**

- Bachelors of Science from University of Maryland, College Park Scholar's Program
- Associate in Risk Management (ARM) Designation
- Risk Management for Public Entities (RMPE) Designation
- CPCU 551 - Commercial Property Risk Management & Insurance
- CPCU 552 - Commercial Liability Risk Management & Insurance
- CGL/Builder's Risk Monograph, *American Bar Association*



**Audrey Dellolio, ARM-P, AU**  
Area Assistant Vice President

407-563-3553

200 S. Orange Avenue, Suite 1350  
Orlando, Florida 32801

**DESCRIPTION OF FUNCTIONS AND RESPONSIBILITIES**

- Provides immediate response to any and all of client's service needs and questions
- Contractual Risk Transfer Reviews
- Works closely with clients and AJGRMS Team to establish goals and strategies
- Monitor exposures and recommends coverages
- Prepares submissions, proposals, and analyzes quotations including negotiating terms
- Assists on major RFP's
- Prepares and maintains all schedules for clients
- Issues Certificates of Insurance within 24 hours
- Responsible for processing all invoices, binders, schedule of insurance, reviewing endorsements and checking policies for accuracy and concurrency

**INDUSTRY EXPERIENCE**

- Over 25 years insurance experience

**PROFESSIONAL AFFILIATIONS**

- Licensed Property & Casualty Insurance Agent

**EDUCATION**

- Associate in Risk Management (ARM) Designation
- Risk Management for Public Entities (RMPE) Designation
- Associate in Underwriting Designation (AU)



## **Bart Douglas, AIC**

Managing Director

Gallagher Claims Advocacy Practice Group

305-639-3121

200 S. Orange Avenue, Suite 1350  
Orlando, Florida 32801

### **SUMMARY OF QUALIFICATIONS**

- Provides leadership and direction within the Gallagher Claim Advocacy Practice Group
- Provides client advocacy in claim related matters, including being a liaison between the carrier and TPA to resolve issues

### **INDUSTRY EXPERIENCE**

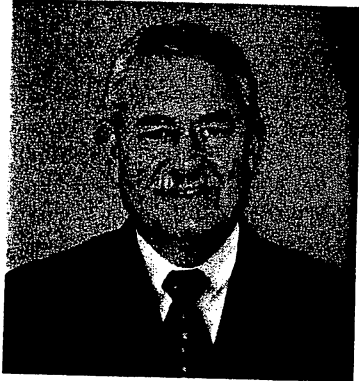
- Over 25 years experience in claims and Risk Management
- 2002-Present Managing Director of Gallagher's Claim Advocacy Group
- 1998-2002 – Sr. Director of Risk Management Sunbeam Corporation
- 1984-1998 – Claims at Ryder Transportation Services

### **PROFESSIONAL AFFILIATIONS**

- Associate in Claims Designation
- Candidate for Chartered Property Casualty Underwriter Designation
- Graduate of Crawford & Co's Fire/Property Appraisal course
- Graduate of Vale Tech's Auto Appraisal Course
- Numerous management courses while with Ryder Transportation Services

### **EDUCATION**

Harding College, Searcy, Arkansas – 1972  
Bachelor's of Science in Social Science





## **Jim Smith, M.S., CSP**

Managing Director, Southeast Region Risk Control

561-995-6706

2255 Glades Road, Suite 400E  
Boca Raton, FL 33431

### **AREAS OF RESPONSIBILITY**

- Coordination of risk control service delivery to clients through Arthur J. Gallagher's network of field consultants
- Consult with major clients on risk assessment and risk improvement initiatives and programs.

### **INDUSTRY EXPERIENCE**

- 29 years of experience in safety and risk control
- 14 years of experience in developing and delivering public entity risk improvement programs
- Focal point of Arthur J. Gallagher's public entity and scholastic risk control group and the AJG Loss Control Practice Group, interfacing with an integrated team of risk control specialists to provide service to risk managers and safety officers within our client groups and organizations.
- Developed a public entity risk management program audit methodology and evaluation system
- Authored workplace safety policies, employee handbook and workplace safety training programs
- National and international speaker on risk management issues, including public entity loss trends, workplace safety, vehicle operations loss control, effective media relations and employment practices
- Directed the development of risk management training programs, including on-site and CD training programs for clients
- Spearheaded loss control program development for national client groups and program delivery by loss control specialists

### **INDUSTRY AFFILIATIONS**

- Certified Safety Professional – Comprehensive Practice (CSP)



## **Peter Doyle**

Area President

Arthur J. Gallagher Risk Management Services, Inc.

407-563-3524

200 S. Orange Avenue, Suite 1350  
Orlando, Florida 32801

### **SUMMARY OF QUALIFICATIONS**

- 11+ years at Arthur J. Gallagher & Co.
- Orlando branch management and leadership for divisions of Arthur J. Gallagher Risk Management Services, Inc. since 2008
- Provides expertise in Property, Casualty & Workers' Compensation insurance program placement and consultation
- Advise clients about appropriate risk assumption, risk transfer, and risk avoidance methods
- Senior client relationship officer for Orlando top 20 public entity accounts

### **INDUSTRY EXPERIENCE**

- Lead broker for Indian River County
- Co-broker State of Texas Property
- Co-broker in transition of FCSRMS, NEFEC, Orange County
- Currently assists in placing over \$12.1 Billion of insured property values & \$25M in premium
- In-depth knowledge and monitoring of Top 20 public entity insurance placements in Orlando branch

### **PROFESSIONAL AFFILIATIONS**

- Risk and Insurance Management Society – (RIMS)
- Public Risk and Insurance Management Association (PRIMA)
- CPCU 4
- ARM 54
- ARM 56
- CIC Liability
- Chubb Insurance Company's Technical Training School

### **EDUCATION**

- Denison University, Granville, OH, B.A. in Economics



## Dorothy M. Gjerdrum, ARM-P

Executive Director, Gallagher Public Entity & Scholastic Division

651-642-2999

1437 Simpson Street  
St. Paul, MN 55108



### SUMMARY OF QUALIFICATIONS

- 2012 Public Sector Power Broker – *Risk & Insurance Magazine*
- 2010 Public Sector Power Broker Finalist – *Risk & Insurance Magazine*
- 2009 Public Sector Power Broker – *Risk & Insurance Magazine*
- More than 20 years of public sector risk management experience
- Speaker, author, leader on Enterprise Risk Management in the public sector
- Chair of the US Technical Advisory Group to ISO 31000:2009 and ISO 31004

### INDUSTRY EXPERIENCE

- More than 20 years experience in public sector risk management and insurance.
- Prior risk manager of three self-insured pools for the New Mexico Association of Counties (NMAC).
  - Developed loss-sensitive contribution and allocation formulas
  - Provided new coverage programs for members, including injunctive relief, land use and special events, and helped create the Pool's first coverage document in order to clarify coverage exclusions and conditions of insurance.
  - Developed individualized training sessions to address sexual harassment and management issues.
  - Dorothy led a team that brought claims in house and developed a legal advice hotline, which saved the pools hundreds of thousands of dollars in the first year alone.
  - She also created a rolling wrap-up insurance program for construction projects across the state.
- Founding board member of County Reinsurance, Limited, a captive excess insurance company formed to provide reinsurance to county association pools nationwide, Dorothy served as Board Member and Treasurer.

### PROFESSIONAL AFFILIATIONS

- Association of Governmental Risk Pools (AGRIP)
- ISO 31000 Standard on the Practice of Risk Management – US Technical Advisory Group
- MN PRIMA Chapter
- National Alliance for Insurance Education and Research
- Public Risk Management Association (PRIMA)
- Public School Risk Institute (PSRI)

### EDUCATION

- College of St. Catherine, St. Paul, MN  
*Bachelor of Arts*
- Associate in Risk Management (ARM) designation
- Risk Management for Public Entities designation (RMPE)
- CIRM, International Certificate in Risk Management, The Institute of Risk Management

**FEE PROPOSAL**  
**INSURANCE BROKER SERVICES**  
**CONTRACT NO. 000868**

The Proposer shall provide all labor, equipment, manpower and other resources necessary to provide the supplies, equipment and services required by the Scope of Services for the flat fee amount specified in this Fee Proposal form.

Insurance Broker Services Annual Fee                      \$ 50,000

Contract Amount for Initial Three-Year Term              \$ 150,000