

**ENGINEERING AGREEMENT
FOR
SCOUR MITIGATION PLANS
OF LANCASTER COUNTY BRIDGE H-119**

C-17-0241

THIS AGREEMENT entered into this ____ day of March, 2017, by and between the firm of JEO, hereinafter referred to as the "**ENGINEER**", and Lancaster County, hereinafter referred to as the "**COUNTY**".

WHEREAS, the **COUNTY** desires to employ the **ENGINEER** to render professional engineering services and such other services as may be required and as hereinafter set forth in the scope of work for the preparation of scour mitigation plans of County Bridge C005504755 (H-119) located on N 176th St 4685' South of Waverly Rd. in the SW ¼ of Section 13, Township 11 North, Range 8 East, of the 6th P.M. (see Exhibit "A" attached); and

WHEREAS, the **ENGINEER** is willing to perform such work in accordance with the terms hereinafter provided and does represent it is in compliance with the Nebraska Statutes relating to the registration of professional engineers;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF WORK

The **ENGINEER** agrees to provide the following services generally described, but not necessarily limited to those services described hereinafter:

A. PRELIMINARY SURVEY

1. The **ENGINEER** will obtain topographic survey data for the project area in accordance with current NDOR survey specifications. The survey will extend 150 feet upstream and 200 feet downstream of the bridge along the channel and 100' north and south of the bridge along the roadway. Topographic survey will include:
 - a) Roadway and material including shoulders
 - b) Grade/terrain changes
 - c) Intersections
 - d) Channel flowlines and banks
 - e) Culvert drainage structures and flowline elevations
 - f) Any permanent structures and physical features within 50 feet of the project limits.
 - g) Location of utilities as identified with a One-Call utility locate ticket.

2. The **ENGINEER** will obtain additional hydraulic cross section data at:

- a) Approximately 200' upstream of the bridge
- b) The downstream face of bridge
- c) Approximately 400' downstream of the bridge

B. HYDRAULIC DESIGN & RESEARCH

1. The **ENGINEER** will develop, using generally accepted methods, any and all hydrological parameters and other information necessary to accurately model the existing and proposed condition of the bank slopes under and near the bridge abutments including the scour potential of the stream at the crossing.
2. The **ENGINEER** will evaluate the effect of the proposed construction work on the floodplain elevation.

C. SCOUR MITIGATION DESIGN AND PLAN PREPARATION

1. Preliminary Design
 - a. The **ENGINEER** will conduct an alternative analysis of potential bank stabilization techniques with consideration of channel grading and armoring of stream banks under and near the bridge abutments within the existing limits of ROW.
 - b. The **ENGINEER** will develop typical grading, mitigation layout, and channel cross sections as applicable.
 - c. The **ENGINEER** will design cross sections and define preliminary limits of construction.
 - d. The **ENGINEER** will perform the necessary structural design and obtain an independent design check of those structural calculations.
 - e. The **ENGINEER** will develop preliminary plans with mitigation details and cost estimates for submittal to the County prior to preliminary review meeting.
 - f. The **ENGINEER** will attend preliminary review meeting with County representatives to review any special design considerations for the proposed project.
2. Final Design
 - a. The **ENGINEER** will develop a complete set of plans in conformance with NDOR State Standards in effect at the time of this agreement including: title sheet, summary of quantities, typical cross sections, mitigation plans, erosion control plans, earthwork breakdown, and channel cross sections. The **ENGINEER** will draft and detail all of the aforementioned sheets so as to accurately depict the intended construction and hydraulic design parameters.

- b. 90% mitigation plans will be developed in accordance with AASHTO LRFD Bridge Design Specifications, Current Edition, the NDOR Bridge Office Policies and Procedures Manual and the 2007 Edition of the State of Nebraska Department of Roads Standard Specifications for Highway Construction.
- c. Prepare 90% plans with cost estimate and complete internal quality control review of plans.
- d. Submit 90% plans and attend 90% review meeting with the **COUNTY** for review and approval.
- e. Upon incorporating review comments into the plan set, all pages of the 100% final plans shall bear the signed and dated professional seal of the **ENGINEER** and be submitted to the **COUNTY** electronically in 11x17 pdf format. Cost estimates, hydraulic and structural design computations and any special provisions that may be required shall be submitted electronically in 8.5x11 pdf format. CAD files shall be submitted in the format in which they were created.

D. RELATED SERVICES

- 1. The **ENGINEER** will perform a wetland delineation suitable for use in obtaining a U.S. Army Corps of Engineers Section 404 Permit. Delineation boundaries will be included in the plans.
- 2. The **ENGINEER** will prepare, apply and obtain a U.S. Army Corps of Engineers Section 404 Permit for the proposed construction work.
- 3. The **ENGINEER** will prepare project notification letters to the
 - a) U.S. Fish and Wildlife Services
 - b) Nebraska Game and Parks Commission
 - c) State Historic Preservation Office.
- 4. The **ENGINEER** will prepare, apply and obtain a Lancaster County Floodplain Permit for the proposed construction work. The application fee will be furnished by the Engineer.

The **COUNTY** agrees to provide the following to the Engineer in connection with the work at no charge.

E. COUNTY SERVICES PROVIDED

- 1. Horizontal and vertical control points for the preliminary survey work.
- 2. Names of landowners together with legal descriptions and parcel information for use in developing the construction plans.
- 3. Plans of the existing bridge.

II. **TIME OF BEGINNING AND COMPLETION OF THE WORK**

- A. The **ENGINEER** will complete the work for the preliminary survey, the hydraulic design and research, the 100% design plans, the wetland delineation, the floodplain permit and have the application for the U.S. Army Corps of Engineers Section 404 Permit completed on or before July 11th, 2017. At this time, the **ENGINEER** will forward all documents required by this Agreement to the Lancaster County Engineer for review and approval.
- B. This completion time or period will not be extended because of any unwarranted or avoidable delay attributed to the **ENGINEER**.
- C. Amendments or changes in the scope of work which entail a significant increase in the number of man hours expended by the forces of the **ENGINEER** or any unavoidable delays caused by the **COUNTY** or other governmental agencies which are beyond the control of the **ENGINEER** may form the basis of the **COUNTY** granting an extension of time. In the event that the scope of work is altered as described above, the County Engineer and the **ENGINEER** will determine through negotiation the additional time period to be added to the Agreement. This Agreement may be amended only by a written instrument executed by both parties.

III. **OWNERSHIP OF ENGINEERING DOCUMENTS**

All CAD drawings, plans, specifications, maps, design computations, sketches, charts and other data prepared or obtained under the terms of this Agreement shall become the property of the **COUNTY** and may be used by the **COUNTY** without restrictions or limitations on projects funded using federal and state aid or locally funded projects.

IV. **ABANDONMENT CHANGE OF SCOPE, SUSPENSION OR TERMINATION**

- A. It is mutually agreed the services to be performed by the **ENGINEER** may not be assigned, sublet, or transferred without the written consent by the **COUNTY**. Any assignment without the **COUNTY'S** written consent shall be absolutely void
- B. It is mutually agreed the **COUNTY** has the right to terminate this Agreement at any time upon written notice i) in the event the improvement is to be abandoned or indefinitely postponed; or ii) because of the **ENGINEER'S** disability or death; provided in any such case the **ENGINEER** shall be paid the reasonable value of his services rendered up to the time of termination as determined by the **COUNTY**.
- C. It is mutually agreed the services of the **ENGINEER** may be terminated by **COUNTY** upon written notice when, in the judgement of the **COUNTY**, such services are unsatisfactory or the **ENGINEER** has failed to abide by the conditions of this Agreement in all respects. In such cases, the **ENGINEER** shall be paid the reasonable value of his services up to the time of termination as determined by the **COUNTY**.
- D. It is mutually agreed no material change in the scope of the work as set forth herein will be made unless provided for by a separate written supplemental agreement executed by the parties herein. Said supplemental agreement shall specify whatever adjustment of the **ENGINEER'S** fee is to be made.
- E. If any part of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

V. **GENERAL PROVISIONS**

- A. The **ENGINEER** is advised that this will be a project let locally using local funds only (no Federal-Aid).
- B. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
- C. The **ENGINEER** warrants he is not employed or retained by any company or person, other than a bona-fide employee working for the **ENGINEER**, to solicit or secure this Agreement, and he has not paid or agreed to pay any company or person, other than a bona-fide employee any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **COUNTY** shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- D. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the **ENGINEER** shall not be deemed to be employees of the **COUNTY**, and employees of the **COUNTY** shall not be deemed to be employees of the **ENGINEER**. The **ENGINEER** and the **COUNTY** shall be responsible to their respective employees for all salary and benefits. Neither the **ENGINEER'S** employees nor the **COUNTY'S** employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable railroad insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- E. The parties agree that the **ENGINEER**, its officers, employees and agents shall be available for any in-court testimony as requested by the Lancaster County Attorney's Office. The **ENGINEER** also agrees to make themselves, its officers, employees and agents available to attend any necessary meetings or conferences in preparation of testimony as requested by the Lancaster County Attorney's Office. Should the County Attorney's Office require conferences, meetings or in court testimony of the **ENGINEER**, its officers, employees or agents, the **ENGINEER** shall bill the **COUNTY** at its current standard billing rates.

- F. The **ENGINEER** further agrees he and his subcontractors, if any, will maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred, and to make such materials available at their respective office at all reasonable times during the Agreement period and for three (3) years thereafter from the date of final payment under the Agreement for inspection by the **COUNTY**. Copies of these records will be furnished by the **ENGINEER** to the **COUNTY**, if required.
- G. The **ENGINEER** hereby agrees to affix the seal of a registered professional engineer employed by the **ENGINEER** and licensed to practice in the state of Nebraska on all documents prepared hereunder.
- H. The **ENGINEER** further agrees not to employ personnel presently employed by the **COUNTY** or the State of Nebraska in an engineering capacity for work under this Agreement on either a full or part-time basis.
- I. The **ENGINEER** agrees to abide by the provisions of the Nebraska Fair Employment Practices Act of 1965, R.R.S. 1943, Sections 48-1101 through 48-1125 which is made a part of this Agreement and is included in this Agreement by this reference.
- J. **COUNTY'S** failure or neglect to enforce any of its rights under this Contract will not be deemed to be a waiver of **COUNTY'S** rights.
- K. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, **ENGINEER** agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. **ENGINEER** shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A § 1324b. **ENGINEER** shall require any subcontractor to comply with the provisions of this section.
- L. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

VI. **FEES AND PAYMENTS**

A. In consideration of the performance of the services under this Agreement, the **ENGINEER** will be compensated by the payment of the lump sum fee(s) specified herein.

The **ENGINEER** agrees said fee(s) shall be full and complete compensation for the work performed, equipment and materials used, and services rendered in connection with the work specified herein.

1. **Fees (Lump Sum Costs):**

- a. Project Management, Meetings, QA/QC: \$2,500
- b. Survey: \$4,400
- c. Hydrology & Hydraulic Design: \$5,000
- d. Preliminary Design: \$5,000
- e. Final Design: \$7,000
- f. Environmental and Permitting Services: \$4,250
- g. TOTAL: \$28,150

The lump sum fee of \$28,150.00 will be full and complete compensation for the successful completion of the services described in Sections IA, IB, IC, and ID. This fee will be considered due and payable in the following manner:

--- 50% at the completion of the preliminary survey work.

---100% at the completion of all the services described in IA, IB, IC, and ID.

B. Services Not Part of This Scope that may be provided through a supplemental agreement include but are not limited to:

- a. Bidding services.
- b. Geotechnical investigation or material testing.
- c. Roadway Design or Improvements
- d. Bridge Design, Load Rating, or Inspection
- e. Right-of-Way research or acquisition (provided by county)
- f. NPDES/SWPPP Permits (Assumes < 1 acre disturbed)
- g. Material Testing.
- h. Construction services.

VII. **INSURANCE**

A. **ENGINEER** shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement. Deductible levels shall be provided in writing from the **ENGINEER's** insurer and will be no more than \$10,000.00 per occurrence.

B. Workers' Compensation The **ENGINEER** shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The **ENGINEER** shall provide the County with an endorsement for waiver of subrogation. The **ENGINEER** shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

C. Commercial General Liability The **ENGINEER** shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the **ENGINEER** shall provide an additional insured endorsement acceptable to the County. The description of operations must state "Blanket coverage for all projects and operations of **ENGINEER**" or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

D. Automobile Liability The **ENGINEER** shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

E. Professional Liability Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by **ENGINEER** in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. **ENGINEER** shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act for which the **ENGINEER** is or could be liable.

F. Additional Insured An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**

G. Certificates The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the County within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

H. Minimum Scope of Insurance All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

I. Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the day and year first mentioned above.

EXECUTED by the ENGINEER this 2nd day of March, 2017.

Steven W. Arens, Project Manager
Name & Title

JEO Consulting Group, Inc.
Firm Name

2700 Fletcher Ave.
Address

Lincoln NE 68504
City State Zip

EXECUTED by the COUNTY this _____ day of _____, 20__.

LANCASTER COUNTY BOARD OF COMMISSIONERS

Approved as to form

This _____ day of _____, 20__.

Deputy County Attorney

EXHIBIT "A"

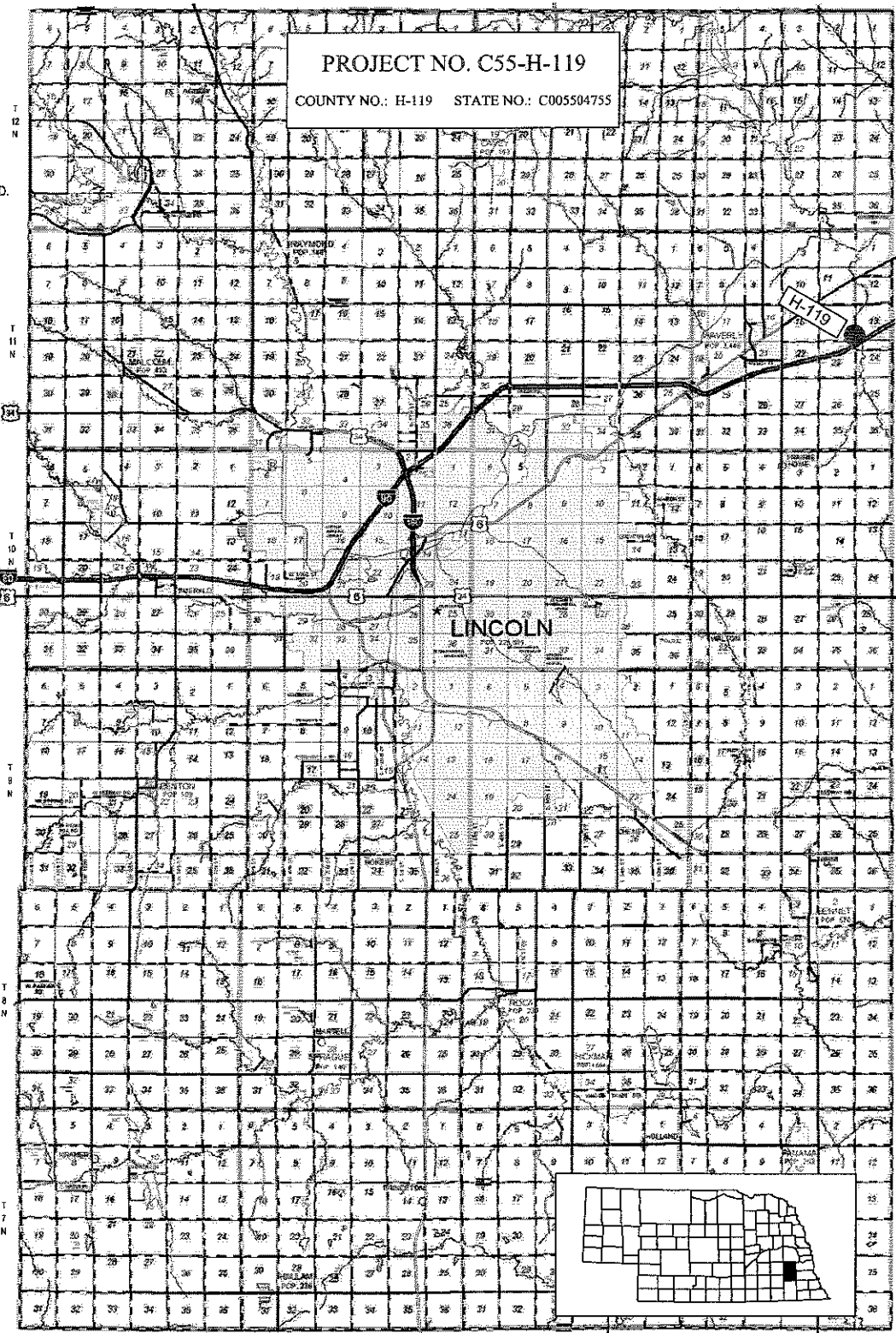
LANCASTER COUNTY, NEBRASKA



NO SCALE

NW 140TH ST. NW 128TH ST. NW 120TH ST. NW 110TH ST. NW 98TH ST. NW 84TH ST. NW 70TH ST. NW 56TH ST. NW 40TH ST. NW 27TH ST. NW 12TH ST. N. 1ST ST. N. 14TH ST. N. 27TH ST. N. 40TH ST. N. 56TH ST. N. 70TH ST. N. 84TH ST. N. 98TH ST. N. 120TH ST. N. 120TH ST. N. 134TH ST. N. 141ST ST. N. 148TH ST. N. 162ND ST. N. 176TH ST. N. 190TH ST.

W. ASHLAND RD.
 W. LITTLE SALT RD.
 W. AGNEW RD.
 W. ROCK CREEK RD.
 W. DAVEY RD.
 W. BRANCHED OAK RD.
 W. RAYMOND RD.
 W. MILL RD.
 W. WAVERLY RD.
 W. BLUFF RD.
 W. MCKELVIE RD.
 W. ALVO RD.
 W. FLETCHER AV.
 W. SUPERIOR ST.
 W. ADAMS ST.
 W. HOLDREGE ST.
 W. 'O' ST.
 W. 'A' ST.
 W. VAN DORN ST.
 W. PIONEERS BLVD.
 W. OLD CHENEY RD.
 W. DENTON RD.
 W. YANKEE HILL RD.
 W. ROKEBY RD.
 W. SALTILLO RD.
 W. BENNET RD.
 W. WITTSTRUCK RD.
 W. ROCA RD.
 W. MARTELL RD.
 W. SPRAGUE RD.
 W. STAGECOACH RD.
 W. PANAMA RD.
 W. OLIVE CREEK RD.
 W. PRINCETON RD.
 W. PELLA RD.
 W. HALLAM RD.
 W. GAGE RD.



ASHLAND RD.
 LITTLE SALT RD.
 AGNEW RD.
 ROCK CREEK RD.
 DAVEY RD.
 BRANCHED OAK RD.
 RAYMOND RD.
 MILL RD.
 WAVERLY RD.
 BLUFF RD.
 MCKELVIE RD.
 ALVO RD.
 FLETCHER AV.
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 ROKEBY RD.
 SALTILLO RD.
 BENNET RD.
 WITTSTRUCK RD.
 ROCA RD.
 MARTELL RD.
 HICKMAN RD.
 STAGECOACH RD.
 PANAMA RD.
 OLIVE CREEK RD.
 PRINCETON RD.
 PELLA RD.
 FIRTH RD.
 GAGE RD.

SW 142ND ST. SW 128TH ST. SW 114TH ST. SW 100TH ST. SW 86TH ST. SW 72ND ST. SW 58TH ST. SW 42ND ST. SW 28TH ST. SW 14TH ST. SW 2ND ST. S. 12TH ST. S. 25TH ST. S. 38TH ST. S. 54TH ST. S. 68TH ST. S. 82ND ST. S. 98TH ST. S. 110TH ST. S. 120TH ST. S. 134TH ST. S. 148TH ST. S. 162ND ST. S. 176TH ST. S. 190TH ST.

DESCRIPTIONS (Continued from Page 1)

Project: Scout Mitigation Plans of Lancaster County Bridge H-119



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (PVYASUB-432K866-3-16)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

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

DATE OF ISSUE: 09-06-16

ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



