

**AGREEMENT FOR  
ALTERNATIVE PAVING METHODS**

**THIS AGREEMENT FOR ONGOING ALTERNATIVE PAVING PROJECTS** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Ajax Paving Industries of Florida LLC, a Florida corporation, whose address is One Ajax Drive, North Venice, FL 34275, and whose Federal tax identification number is 26-1871966, hereinafter referred to as "Contractor".

**WITNESSETH**

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

**WHEREAS**, the County issued a solicitation, B170265/ANB on April 7, 2017; and,

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

**WHEREAS**, the County posted a Notice of Intended Decision Bid Action on June 6, 2017; and,

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

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

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

**I. PRODUCTS AND SERVICES**

- A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of B170265/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

## **II. TERM AND DELIVERY**

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

## **III. COMPENSATION AND PAYMENT**

- A. The County must pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Contractor's submittal in response to B170265/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Contractor must not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on fifteen (15) days' prior written notice, but failure to give such notice will be of no effect and the County will not be obligated under this Agreement beyond the date of termination.

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

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

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

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

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

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

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

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

**VII. CONTRACTOR'S INSURANCE**

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

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

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

**IX. RESPONSIBILITIES OF THE CONTRACTOR**

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

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

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

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

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

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

**X. OWNERSHIP OF PRODUCTS**

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

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

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

**XII. COMPLIANCE WITH APPLICABLE LAW**

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

**XIII. TERMINATION**

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

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

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

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

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

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

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

1. Cancel the stop work order; or

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

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

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

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

#### **XVII. MISCELLANEOUS**

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



transfer or assignment due to bankruptcy must be promptly given to the County.

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

Vendor's Representative:

Name: Christie Alvaro  
 Title: Asst. Corp. Secretary  
 Address: One Ajax Drive  
North Venice, FL  
34275  
 Telephone: 941-486-3600  
 Facsimile: 941-486-3500  
 E-mail: dsardella@ajaxpaving.com

County's Representatives:

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

- I. Any change in the County's or the Contractor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - 1. Supplemental Task Authorization(s)
  - 2. Agreement
  - 3. County's Purchase Order
  - 4. Solicitation # B170265/ANB
  - 5. Contractor's Submittal in Response to Solicitation # B170265/ANB

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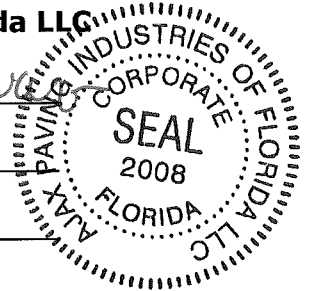
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: *Jamie L. Simmons*  
Print Name: Jamie L. Simmons

**Ajax Paving Industries of Florida LLC**

Signed By: *Christie Alvaro*  
Print Name: Christie Alvaro  
Title: Asst. Corp. Secretary  
Date: July 10, 2017



**LEE COUNTY**

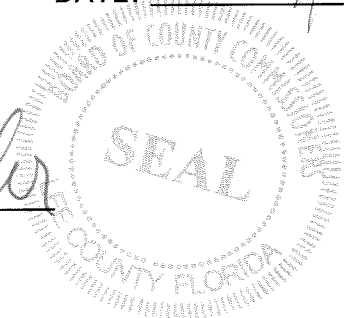
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *John Manning*  
CHAIR

DATE: 9/5/17

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: *Melina Butler*  
**DEPUTY CLERK**



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

BY: *L. C. Pira*  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A SCOPE OF SERVICES**

Contractor shall provide Alternative Paving services in accordance with Lee County Solicitation No. B170265/ANB and Supplemental Task Authorizations issued under this Agreement, if any.

**A. Supplemental Task Authorizations**

The term Supplemental Task Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by Solicitation No. B170265/ANB and this Agreement.

**B. Award of Supplemental Task Authorizations**

As provided by Solicitation No. B170265/ANB, individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

**1. Each project/task order will not exceed \$500,000.00.**

1.1. Any project/task order **\$50,000.00 or less** may be awarded to the vendor holding a valid contract under this bid, with the lowest unit prices, able to meet the required schedule.

1.2. Any project/task order **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of 3 awarded vendors** holding a valid contract under this Bid.

1.3. Any project/task order **over \$100,000.00** must provide a payment and performance bond.

1.4. No vendor will be paid more than **\$4,000,000.00 per year**.

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

1.5.1. All project/task order **\$50,000.00 or less** will **use the purchase order** as the notice to proceed. The start date and date or the number of day to complete the project must be included on the purchase order. If the start date is left off the purchase order then the date of the purchase order approval will default as the NTP start date.

1.5.2. Projects **\$50,000.01 but less than \$500,000.00** will have a **formal NTP issued through the Procurement Management Division**.

1.6. The County retains the right to select any vendor to whom a multiple-vendor award has been made.

1.7. The County retains the right to separately and competitively bid any and all job estimates greater than \$500,000.00.

- Any project/task with a total cost of **\$50,000.00 or less** may be awarded to the firm holding a valid contract under this bid, with the lowest unit prices, able to meet the required project schedule.
- Any project/task with a total cost of **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of three (3) of the**

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

**approved firms** holding a valid contract under Solicitation No. B170265/ANB. When quotes are requested, the Contractor's submittal must be based on the unit prices provided by Exhibit B, or lower prices. The quote must not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under this bid, with the lowest quoted price, able to meet the required project schedule.

C. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of Solicitation No. B170265/ANB and as further described in any Supplemental Task Authorizations issued under this Agreement.

D. PRICING

Consumer Price Index (CPI): Contract prices for equipment and/or service will remain firm through the first contract year. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, no price increase will be accepted. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Miami Area. No retroactive contract price adjustments will be allowed.

**EXHIBIT B  
FEE SCHEDULE**

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any Supplemental Task Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's Response to Solicitation No. B170265/ANB, which appear below. All quotes received by the County from the Contractor must reflect pricing at or below the rates listed in this Exhibit B.

			<b>Ajax Paving Industries of Florida LLC</b>	
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>Quantity</u>	<u>Price</u>
101-1	Mobilization	%	1	8.0%
102-1	Maintenance of Traffic	%	1	12.0%
104-12	Staked Silt Fence	50-500	LF	\$1.50
104-12	Staked Silt Fence	501-1000+	LF	\$1.15
110-1-1	<i>Clearing and Grubbing</i>	1	AC	\$25,000.00
110-1	Curb and Gutter Removal	25-250	LF	\$75.00
110-1	Curb and Gutter Removal	251-500+	LF	\$65.00
110-2	Miscellaneous Concrete Removal	50-500	SY	\$100.00
110-2	Miscellaneous Concrete Removal	501-1000+	SY	\$85.00
110-3	Existing Pipe Removal	10-200	LF	No Bid
110-3	Existing Pipe Removal	201-500+	LF	No Bid
110-4	Removal of Existing Pavement	20-500	SY	\$50.00
110-4	Removal of Existing Pavement	501-1000+	SY	\$25.00
120-1	Roadway Excavation	201-500	CY	\$25.00
120-1	Roadway Excavation	501-1000+	CY	\$20.00

**EXHIBIT B  
FEE SCHEDULE**

120-4	Swale Grading	20-200	LF	No Bid
120-4	Swale Grading	201-500+	LF	No Bid
120-6	Embankment (Truckload)	1-200	CY	\$40.00
120-6	Embankment (Truckload)	201-500+	CY	\$32.50
280-2	Asphaltic Base Course	20-200	TN	\$160.00
280-2	Asphaltic Base Course	201-500	TN	\$125.00
280-2	Asphaltic Base Course	501-1000+	TN	\$95.00
327-1	Milling of Existing Asphalt (2" +/-)	50,000 +	SY	\$3.50
327-2	Milling of Existing Asphalt (2" +/-)	10,000 to 50,000	SY	\$4.50
331-1	Type III Asphaltic Concrete	20-200	TN	\$150.00
331-1	Type III Asphaltic Concrete	201-500	TN	\$115.00
331-1	Type III Asphaltic Concrete	501-1000+	TN	\$100.00
333-1	Asphaltic Concrete Type "S-1"	20-200	TN	\$150.00
333-1	Asphaltic Concrete Type "S-1"	201-500	TN	\$115.00
333-1	Asphaltic Concrete Type "S-1"	501-1000+	TN	\$100.00
333-2	Asphaltic Concrete Type "S-3"	20-200	TN	\$150.00
333-2	Asphaltic Concrete Type "S-3"	201-500	TN	\$125.00
333-2	Asphaltic Concrete Type "S-3"	501-1000+	TN	\$100.00
425-1	Adjusting Manholes (Metal Riser Rings)	1-5	EA	No Bid
425-1	Adjusting Manholes (Metal Riser Rings)	6-10	EA	No Bid
425-1	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	No Bid
425-2	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	No Bid
425-2	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	No Bid

**EXHIBIT B  
FEE SCHEDULE**

425-2	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	No Bid
430-2	18" RCP CD - CLASS III	1-200	LF	No Bid
430-2	18" RCP CD - CLASS III	201-500+	LF	No Bid
520-1	Type "A" Curb	10-25	LF	No Bid
520-1	Type "A" Curb	26-50+	LF	No Bid
520-2	Type "B" Curb	10-25	LF	No Bid
520-2	Type "B" Curb	26-50+	LF	No Bid
520-3	Type "D" Curb	10-25	LF	No Bid
520-3	Type "D" Curb	26-50+	LF	No Bid
520-4	Type "E" Curb	10-25	LF	No Bid
520-4	Type "E" Curb	26-50+	LF	No Bid
520-5	Type "F" Curb	10-25	LF	No Bid
520-5	Type "F" Curb	26-50+	LF	No Bid
522-2	Concrete Sidewalk - (6" thickness)	20-100	SY	No Bid
522-2	Concrete Sidewalk - (6" thickness)	101-250+	SY	No Bid
527-2	Detectable Warning Surfaces (Inset) *	10-50	SF	No Bid
527-2	Detectable Warning Surfaces (Inset) *	51-100+	SF	No Bid
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	10-50	SF	No Bid
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	51-100	SF	No Bid
575-1	Sodding (Bahia)	100-500	SY	No Bid
575-1	Sodding (Bahia)	501-1000+	SY	No Bid
575-2	Sodding (Floritam)	100-500	SY	No Bid
575-2	Sodding (Floritam)	501-1000+	SY	No Bid



**EXHIBIT B  
FEE SCHEDULE**

660-2102	<i>Loop Assembly, F&amp;I - Type B</i>	1	AS	No Bid
706-1	Reflective Pavement Markings (RPM's)	20-60	EA	No Bid
706-1	Reflective Pavement Markers (RPM's)	61-100+	EA	No Bid
710-1	6" Solid Traffic Stripe (paint)	1-200	LF	No Bid
710-1	6" Solid Traffic Stripe (paint)	201-500	LF	No Bid
710-1	6" Solid Traffic Stripe (paint)	501-1000+	LF	No Bid
710-2	12" Solid Traffic Stripe (paint)	1-25	LF	No Bid
710-2	12" Solid Traffic Stripe (paint)	26-50	LF	No Bid
710-2	12" Solid Traffic Stripe (paint)	51-100+	LF	No Bid
710-3	18" Solid Traffic Stripe (paint)	1-25	LF	No Bid
710-3	18" Solid Traffic Stripe (paint)	26-50	LF	No Bid
710-3	18" Solid Traffic Stripe (paint)	51-100+	LF	No Bid
710-4	24" Solid Traffic Stripe (paint)	1-25	LF	No Bid
710-4	24" Solid Traffic Stripe (paint)	26-50	LF	No Bid
710-4	24" Solid Traffic Stripe (paint)	51-100+	LF	No Bid
710-5	6" Skip Traffic Stripe (paint)	1-200	LF	No Bid
710-5	6" Skip Traffic Stripe (paint)	201-500	LF	No Bid
710-5	6" Skip Traffic Stripe (paint)	501-1000+	LF	No Bid
710-6	6" Dotted Guide Lines (paint)	1-50	LF	No Bid
710-6	6" Dotted Guide Lines (paint)	51-100	LF	No Bid
710-6	6" Dotted Guide Lines (paint)	101-150+	LF	No Bid
710-7	Directional Arrows (Paint)	1	EA	No Bid
710-8	Pavement Messages (Paint)	1	EA	No Bid

**EXHIBIT B  
FEE SCHEDULE**

710-9	8" Solid Traffic Stripe (Paint)	1-200	LF	No Bid
710-9	8" Solid Traffic Stripe (Paint)	201-500	LF	No Bid
710-9	8" Solid Traffic Stripe (Paint)	501-1000+	LF	No Bid
711-1	6" Solid Stripe/Extru. Thermo	1-200	LF	No Bid
711-1	6" Solid Stripe/Extru. Thermo.	201-500	LF	No Bid
711-1	6" Solid Stripe/Extru. Thermo.	501-1000+	LF	No Bid
711-2	12" Solid Stripe/Extru. Thermo	1-25	LF	No Bid
711-2	12" Solid Stripe/Extru. Thermo.	26-50	LF	No Bid
711-2	12" Solid Stripe/Extru. Thermo.	51-100+	LF	No Bid
711-3	18" Solid Stripe/Extru. Thermo	1-25	LF	No Bid
711-3	18" Solid Stripe/Extru. Thermo.	26-50	LF	No Bid
711-3	18" Solid Stripe/Extru. Thermo.	51-100+	LF	No Bid
711-4	24" Solid Stripe/Extru. Thermo	1-25	LF	No Bid
711-4	24" Solid Stripe/Extru. Thermo.	26-50	LF	No Bid
711-4	24" Solid Stripe/Extru. Thermo.	51-100+	LF	No Bid
711-5	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	No Bid
711-5	6" Skip Traffic Stripe/Extru. Thermo.	201-500	LF	No Bid
711-5	6" Skip Traffic Stripe/Extru. Thermo.	501+	LF	No Bid
711-6	6" Dotted Guide Lines/Extru. Thermo	20-50	LF	No Bid
711-6	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	No Bid
711-6	6" Dotted Guide Lines/Extru. Thermo.	101+	LF	No Bid
711-7	Directional Arrows / Extru. Thermo.	1	EA	No Bid
711-7A	Preformed Arrow	1	EA	No Bid

**EXHIBIT B  
FEE SCHEDULE**

711-7B	Preformed Symbol (Bike)	1	EA	No Bid
711-8	Pavement Messages / Extr. Thermo.	1	EA	No Bid
711-9	8" Solid Traffic Stripe / Extr. Thermo	20-200	LF	No Bid
711-9	8" Solid Traffic Stripe / Extr. Thermo	201-500	LF	No Bid
711-9	8" Solid Traffic Stripe / Extr. Thermo	501+	LF	No Bid
711-10	Remove Existing Pavement Markings	20-300	SF	No Bid
711-10	Remove Existing Pavement Markings	300+	SF	No Bid
APM-001	Single Micro Surface 18-22 lbs	10,000 to 50,000	SY	No Bid
APM-001	Single Micro Surface 18-22 lbs	50,001 +	SY	No Bid
APM-002	Double Micro Surface 28-32 lbs	10,000 to 50,000	SY	No Bid
APM-002	Double Micro Surface 28-32 lbs	50,001 +	SY	No Bid
APM-003	Single Chip Seal -#89 Granite	10,000 to 50,000	SY	No Bid
APM-003	Single Chip Seal -#89 Granite	50,001 +	SY	No Bid
APM-004	Double Chip Seal - #57 w/#89 Granite	10,000 to 50,000	SY	No Bid
APM-004	Double Chip Seal - #57 w/#89 Granite	50,001 +	SY	No Bid
APM-005	Full Depth Reclamation / 6"-9"	10,000 to 50,000	SY	No Bid
APM-005	Full Depth Reclamation /6"-9"	50,001 +	SY	No Bid
APM-006	Full Depth Reclamation /9-12	10,000 to 50,000	SY	No Bid
APM-006	Full Depth Reclamation /9-12	50,001 +	SY	No Bid
APM-006a	Cement for Reclamation	1	TN	No Bid
APM-006b	Emulsion for Reclamation	1	Gal	No Bid
APM-007	RAP PLACEMENT	10,000 to 50,000	SY	\$9.00
APM-007	RAP PLACEMENT	50,001 +	SY	\$8.25

**EXHIBIT B  
FEE SCHEDULE**

APT-001	Crack Filling / Sealing	1-1000	Gal	No Bid
APT-001	Crack Filling / Sealing	1001-3000	Gal	No Bid
APT-001	Crack Filling / Sealing	3001+	Gal	No Bid
SLUR-001	Slurry Seal	10,000 to 50,000	SY	No Bid
SLUR-001	Slurry Seal	50,001 +	SY	No Bid
	HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling			
HIPR- Recy	Asphalt Recycling	10,000 to 50,000	SY	No Bid
HIPR-AGENT	Recycling Agent	10,000 to 50,000	Gal	No Bid
HIPR- Recy	Asphalt Recycling	50,001 +	SY	No Bid
HIPR-AGENT	Recycling Agent	50,001 +	Gal	No Bid

**324 HOT-IN-PLACE (100%) Asphalt Recycling**

HIPR Base	Base Course HIPR	10,000 to 50,000	SY	No Bid
HIPR Base	Base Course HIPR	50,001 +	SY	No Bid
HIPR Complete	2" Complete HIPR	10,000 to 50,000	SY	No Bid
HIPR Complete	2" Complete HIPR	50,001 +	SY	No Bid
HIPR-AGENT-100%	Asphalt Recycling Agent	10,000 to 50,000	Gal	No Bid
HIPR-AGENT-100%	Asphalt Recycling Agent	50,001 +	Gal	No Bid
	<b>MOT/MOB</b>	%	1	No Bid
	<b>Night Work MOT/MOB (additional %)</b>	%	1	No Bid

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**Verification of Coverage:**

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

- a. The certificate holder shall read as follows:

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

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

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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

For each Supplemental Task Authorization authorizing work for a cost of \$100,000.00 or more, the Contractor must procure a performance and payment bond in accordance with this Agreement and B170265/ANB.

- A. In accordance with Chapter 255.05, Florida Statutes, as may be amended from time to time, and Lee County Ordinance 95-2-102, as may be amended from time to time, a public performance and payment bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded Supplemental Task Authorization amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida.
- B. Any bonding company submitting a performance and payment bond to Lee County Government must be licensed to transact a fidelity and surety business in the State of Florida.
- C. A public performance and payment bond must be properly executed by the Surety Company and Contractor and recorded with the Lee County Clerk of Court within seven (7) calendar days after notification by Lee County of the approval to award the Supplemental Task Authorization. The Contractor is responsible for all fees and charges associated with the performance and payment bond, including the cost of recording.
- D. A clean irrevocable letter of credit or cash bond may be accepted by the County in lieu of the public performance and payment bond.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/10/2017

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

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

<b>PRODUCER</b> Guy Hurley, LLC 1080 Kirts Blvd., Suite 500  Troy MI 48084		<b>CONTACT NAME:</b> Donna Griffiths <b>PHONE (A/C, No, Ext):</b> (248) 519-1439 <b>FAX (A/C, No):</b> (248) 519-1401 <b>E-MAIL ADDRESS:</b> dgriffiths@ghbh.com																						
<b>INSURED</b> Ajax Paving Industries of Florida, LLC One Ajax Drive  North Venice FL 34275		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>The Travelers Indemnity Co. A+XV</td> <td>25658</td> </tr> <tr> <td>INSURER B:</td> <td>Lexington Insurance Co., A XV</td> <td>19437</td> </tr> <tr> <td>INSURER C:</td> <td>ACIG Insurance Company A VIII</td> <td>19984</td> </tr> <tr> <td>INSURER D:</td> <td>Travelers Prop Casualty Co A+XV</td> <td>25674</td> </tr> <tr> <td>INSURER E:</td> <td>Greenwich Ins. Co. A XV</td> <td>22322</td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Travelers Indemnity Co. A+XV	25658	INSURER B:	Lexington Insurance Co., A XV	19437	INSURER C:	ACIG Insurance Company A VIII	19984	INSURER D:	Travelers Prop Casualty Co A+XV	25674	INSURER E:	Greenwich Ins. Co. A XV	22322	INSURER F:		
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INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:** 17-18 All Lines Crystal      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>XCU Coverage Included</b> <input checked="" type="checkbox"/> <b>Contractual Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	VTNCO8A097342	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			VTC2KCAP8A097354	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			015681517	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA000004617	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine			QT6308A099255	6/1/2017	6/1/2018	Leased/Rented \$550,000
E	Prof/Pollution Liability			CPL742032504	6/1/2017	6/1/2018	OccAgg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Lee County BOCC - Alternative Paving Methods. Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are Additional Insureds for General Liability (CGD604 08 13 for ongoing & completed operations - attached) when required by written contract.

<b>CERTIFICATE HOLDER</b>  Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Robert Heuer/WEAL <i>Robert D. Heuer</i>

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS  
IF REQUIRED BY WRITTEN CONTRACT  
(CONTRACTORS)**

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:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

- (2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and 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; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

## COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - c. The insurance provided to the additional insured 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 during the policy period.
3. The insurance provided to the additional insured by this endorsement 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. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement 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, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
  - 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:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.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 under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. 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 or-

## COMMERCIAL GENERAL LIABILITY

ganization 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, during the policy period and:

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