



INVITATION TO BID

COPY

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Derelict Vessel Removals	
Bid Number: NC17-003	
Requesting Department: Facilities Maintenance	Bid Contact: David J. Pensante, Procurement Manager
Contact Address: 96135 Nassau Place, Suite 2, Yulee, FL 32097	Contact Number and Email: 904-530-6040 dpensante@nassaucountyfl.com
Bid Due Date or Closing Date/Time: Tuesday, February 28, 2017 @ 4:00 p.m.	Bid Opening Date/Time: Wednesday, March 1, 2017 @ 10:00 or soon there after
Location to Deliver Bid: Nassau County Board of County Commissioners, John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, FL 32097	

In accordance with the intent and content of this Invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder: Florida Infrastructure Inc.		
Business Address: PO Box 1269 ~ 542190 Usthwyl Callahan FL 32011		
Phone Number: 904.900.2209	Fax Number: 904.378.9747	E-Mail Address: bboyd@floridainf.com
Contractor's Florida License Number (as applicable): CUC 1224583		
Authorized Signature (manual): 		Date: Feb. 28, 2017
Printed Signature: Karen Brantley		Title: President

BIDDER DECLARATION / ACKNOWLEDGMENT

1. Bids will be opened by a representative of the Clerk's Office in the Clerk's Small Conference Room (76347 Veterans Way, Yulee, FL 32097) on the appropriate date and time as shown above. Bid documents will be available upon notice of an intended decision or after 30 days after bid opening (whichever is earliest), pursuant to FS 119.071 (b).
2. Bids must be SUBMITTED ON THE FORM FURNISHED BY THE COUNTY and in accordance with specifications and list of quantities desired.
3. Page One must be completed and submitted as the top sheet of your bid response.
4. It is the intent and purpose of Nassau County that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Contract Management Office at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Contract Management Office not later than seven (7) calendar days prior to the bid closing date.

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

ATTACHMENT "C"

**BID PRICE SHEET
DERELICT VESSEL REMOVALS
NASSAU COUNTY, FLORIDA
BID NO. NC17-003**

Bid price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the bidding documents for the four (4) vessels for removal are listed below. The Bid submittals must include all vessels.

Nassau County entered into a Grant Agreement with the State of Florida, Florida Fish and Wildlife Conservation Commission, dated January 18, 2017 (State Award No: FWC-16186) requiring all work be completed prior to the end date of the Agreement which is May 31, 2017. Approximate date of award of a Purchase Order will be March 27, 2017.

Click for DV Report	Incident Summary Number	Type	Reg No	Make	HIN	Vessel Name	Location	Date
<u>13639</u>	FWNC-14-OFF-006342	DV	FL9082EY	York	FLZG26358666	UNK	30.672400/-81.476250 LANCEFORD CREEK AND BELLS RIVER	8-25-2014
<u>13952</u>	FWNC-15-OFF-002946	DV	FL 0177 EM	Hunter	HUN22384M82B	N/A	30.687250/-81.469817 ST. JOSEPHS CREEK	9-09-2015
<u>13951</u>	FWNC-15-OFF-005577	DV	FL0737HF	Home made	FLZM7952A186	Red Witch	30.668217/-81.471283 AMELIA RIVER ACROSS FROM FERNANDINA CITY MARINA	9-08-2015
<u>14356</u>	FWNC-16-OFF-005276	DV	504857	DESCO		Senseless	30.687433/-81.480833 BELLS RIVER	8-04-2016

13639

\$ 17,815.17

13952

\$ 17,815.17

13951

\$ 35,630.34

14356

\$ 47,507.12**Grand Total**\$ 118,767.80

*Lengths & locations are approximate and should be verified by contractor

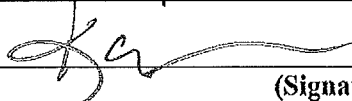
The project shall be completed within 45 days from the date Contractor receives a Notice to Proceed or no later than May 31, 2017, whichever is earlier.

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

Company: Florida Infrastructure Inc.

Address: PO Box 1269 ~ 542190 US Highway 1

City, State, Zip: Callahan, FL 32011

By: 
(Signature)

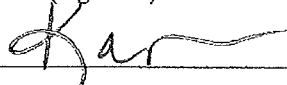
Karen Brantley
(Above name printed or typed)

Phone: 904.900.2209 Fax: 904.378.9747

Email: bboyd@floridainf.com

ATTACHMENT "E"

Addenda Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. Bid Number NC17-003	Addendum # <u>N/A</u> through # _____ Initial: Date: <u>Feb. 28, 2017</u>
Person Completing ITB (Signature) 	
Name (Printed): <u>Karen Brantley</u>	Title: <u>President</u>

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT "F"

NASSAU COUNTY

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Derelict Vessel Removals Bid No. NC17-003.
2. This sworn statement is submitted by Florida Infrastructure Inc. (entity submitting sworn statement), whose business address is 542190 US Highway 1 Callahan, FL 32011 and its Federal Employee Identification Number (FEIN) is 27-3972026. (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A).
3. My name is Karen Brantley (please print name of individual signing), and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

February 28, 2017
Date

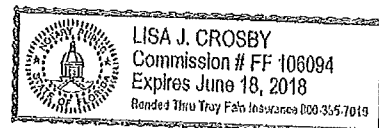
STATE OF FLORIDA
COUNTY OF Nassau

PERSONALLY APPREARED BEFORE ME, the undersigned authority, Karen Brantley, who, after first being sworn by me, affixed his/her signature in the space provided above on this 28th day of February, 2017.

(Notary Public)

My Commission Expires: 6-18-18

(seal)



ATTACHMENT "G" EXPERIENCE OF BIDDER

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, meeting the required specifications.

1. **FIRM NAME:** Florida Infrastructure Inc.
Address: PO Box 1269 ~ 542190 US Highway 1
City/State/Zip: Callahan FL 32011
Phone: 904.900.2209 **Fax:** 904.378.9747
Name of primary contact responsible for work performance: Brian Boyd
Phone: 904.900.2209 **Cell Phone:** 904.813.6022 **Email:** bboyd@floridainf.com

2. **INSURANCE:**
Surety Company: United Fire Group
Agent Company: Florida Surety Bonds, Inc.
Agent Contact: Susan Reich
Total Bonding Capacity: \$ 15 million **Value of Work Presently Bonded:** \$3,162,383

3. **EXPERIENCE:**
Years in business: 17
Years in business under this name: 7
Years performing this type of work: 17
Value of work now under contract: \$19,670,575
Value of work in place last year: \$16,391,307
Percentage (%) of work usually self-performed: 75%
Name of subcontractors you may use: N/A (Pending)
Has firm: **Failed to complete a contract:** No
Been involved in bankruptcy or reorganization: No
Pending judgment claims or suits against firm: No

4. **PERSONNEL**
How many employees does your company employ:

Management	<u>3</u>	Full time	<u> </u>	Part time
Site/Crew Supervisors	<u>10</u>	Full time	<u> </u>	Part time
Workers/Laborers	<u>48</u>	Full time	<u> </u>	Part time
Clerical	<u>2</u>	Full time	<u> </u>	Part time
Other	<u>1</u>	Full time	<u> </u>	Part time

5. WORK EXPERIENCE:

List your three (3) most significant commercial/governmental accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: Glynn County Detention Center
Address: 1812 Newcastle Street Brunswick, GA 31520
Contract Person: David DeLoach
Phone: 912-554-7469 Fax: N/A Email: ddeLoach@glynncounty-ga.gov
Project Description: Demolition/Salvage Materials
Contract \$ Amount: \$ 186,580
Date Completed: May 2016

Reference #2:

Company/Agency Name: Glynn Academy Prep Academy Demo
Address: 1002 Mansfield St. Brunswick, GA 31520
Contract Person: Keith Redding
Phone: 770-537-1845 Fax: 770-537-1599 Email: kjr@rkredding.com
Project Description: Demolition of Prep Building & Materials Salvage
Contract \$ Amount: \$ 356,807.10
Date Completed: October 2016 partial/pending additional demo as directed by G.C.

Reference #3:

Company/Agency Name: Odum Elementary School
Address: 322 Walter St. Odum GA 31555
Contract Person: Patrick Toole
Phone: 912-685-7950 Fax: 912-685-7951 Email: ptool@tgconstructorsinc.com
Project Description: Demo old school, Salvage historical bricks
Contract \$ Amount: \$ 1,516,681.68
Date Completed: September 2016

REMINDER:

THIS FORM IS TO BE INCLUDED WITH BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

Licensee Details**Licensee Information**

Name: **SHULTZ, CHAD ALLEN (Primary Name)**
ROSS & LOGAN INDUSTRIES INC (DBA Name)

Main Address: **10906 PADDINGTON WAY**
JACKSONVILLE Florida 32219

County: **DUVAL**

License Mailing:

License Location: **10906 PADDINGTON WAY**
JACKSONVILLE FL 32219

County: **DUVAL**

License Information

License Type: **Certified Underground Utility and Excavation Contractor**

Rank: **Cert Under**

License Number: **CUC1224583**

Status: **Current,Active**

Licensure Date: **06/23/2008**

Expires: **08/31/2018**



Special Qualifications	Qualification Effective
Construction Business	06/23/2008

Alternate Names**View Related License Information****View License Complaint**

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
Previous on List	Next on List	Return to List	Fictitious Name Search		
No Filing History			<input type="button" value="Submit"/>		
Fictitious Name Detail					
<u>Fictitious Name</u>					
ROSS & LOGAN INDUSTRIES					
<u>Filing Information</u>					
Registration Number	G12000065147				
Status	ACTIVE				
Filed Date	06/28/2012				
Expiration Date	12/31/2017				
Current Owners	1				
County	DUVAL				
Total Pages	1				
Events Filed	NONE				
FEI/EIN Number	NONE				
<u>Mailing Address</u>					
PO BOX 1269 CALLAHAN, FL 32011					
<u>Owner Information</u>					
FLORIDA INFRASTRUCTURE, INC. 15551 W. BEAVER ST. JACKSONVILLE, FL 32234 FEI/EIN Number: 27-3972026 Document Number: P10000093826					
<u>Document Images</u>					
06/28/2012 - Fictitious Name Filing			<input type="button" value="View Image in PDF format"/>		
<hr/>					
Previous on List	Next on List	Return to List	Fictitious Name Search		
No Filing History			<input type="button" value="Submit"/>		
<hr/>					
<small>Home Contact us Document Searches E-Filing Services Forms Help Copyright © and Privacy Policies State of Florida, Department of State</small>					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2017

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).

PRODUCER James F Tullis & Associates 1645 San Marco Blvd. James F. Tullis - A269137 Jacksonville FL 32207-3079		CONTACT NAME: Laura Burr PHONE (A/C, No, Ext): (904) 396-2041 FAX (A/C, No): (904) 396-2874 E-MAIL ADDRESS: Laura@tullisinsurance.com	
INSURED Florida Infrastructure, Inc. PO Box 1269 Callahan FL 32011		INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Ins. Co. INSURER B: Travelers Indemnity Co of CT INSURER C: Travelers Property Casualty Co of INSURER D: Technology Ins. Co. INSURER E: Federal Ins. Co. INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16/17LI3

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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			DT036591144COF16	9/17/2016	9/17/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			DT91036592916TCT16	9/17/2016	9/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		DTBHCVR36591144TIL16	9/17/2016	9/17/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3575603	9/7/2016	9/7/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Equipment			45467153EUC	7/18/2016	7/18/2017	Leased/Rented Equipment \$500,000

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

Nassau County, a political subdivision of the State of Florida, its officers, agent and employees are additional insured for General Liability per attached form CGD604 0813.

CERTIFICATE HOLDER

Nassau County Board of County Commissioners
c/o John A Crawford, Ex-Officio Clerk
Roberty M. Foster Justice Center
76347 Veterans Way
Suite 456
Yulee, FL 32097

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James Tullis/LAURA

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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.