

Sherry Hicks

From: Sherry Hicks
Sent: Monday, May 18, 2020 11:55 AM
To: Cathy Nance; Robert Miller
Cc: Karen Penegar; Monica Bulos
Subject: Eagle Engineering #5998
Attachments: #5998 Conduct geotechnical investigation - OPEN.pdf

Good afternoon – please see the attached Tracking ID #5998 with Eagle Engineering for geotechnical investigation. Please advise when this contract has been completed – thanks.

Sherry K. Hicks
City of Monroe
Deputy City Clerk
Office 704-282-4513
Fax 704-283-9098
shicks@monroenc.org
Monroenc.org



CONTRACT STATUS TRACKING FORM

Tracking ID# 5998

Contract #

Project Name/Description

Contract between City of Monroe and Eagle Engineering, Inc to
Conduct geotechnical investigation involving drilling test borings for design of substation equipments

Originating Dept Energy Services

Project Budget Amount

\$8,200

Primary Contact Rob Miller by Cathy Nance

Secondary Contact

Funding Code(s) 54082104423404

Date

Advertisement for Bids

Vendor Name: Eagle Engineering, Inc

Pre-Bid Conference

Comments

Receipt of Bids

Bid Approval-City Council / City Manager / Dept Head

Notice of Award

Submittal of Contracts to Contractor for Execution

Receipt of Executed Contracts from Contractor

5/8/2020

Change Orders ONLY

Privilege License

Purchase Request Number

0020201178

	Date Received	Date Forwarded	Signature
Originating Department		5-8-20	Cathy Nance
Safety and Risk Coordinator	5-8-20	5-11-20	1. Gennell Wall
City Attorney	5/15/2020	5/15/2020	2. J.W. Hill-P
Finance Director	5-15-20	5-15-20	3. Tim Stuerland
City Clerk	5-18-20	5/18/20	JHR
City Manager/ Mayor	5-18-20	5-18-20	4. [Signature]
Originating Department	5-18-20	8KH	

1. This document has been reviewed by the Safety and Risk Coordinator and the appropriate insurance coverage has been provided.
2. This is to advise the Mayor or City Manager that the attached document has been reviewed by the City Attorney's Office and is ready for signature by the City.
3. This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Notice to Proceed date

Est. Final Completion

5/31/2021

Permanent Contract

CONTRACT FOR ENGINEERING AND GEOTECHNICAL SERVICES
AMENDMENT NO. 1 OF CONTRACT DATED 5-9-16

This Contract is made and entered into as of the 1 day of May, 2020, by the City of Monroe (“City”) and Eagle Engineering, Inc. (“Contractor”), (X) a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of North Carolina.

Section 1. **Background and Purpose.** *Conduct geotechnical investigation involving drilling test borings for design of substation equipment and structures.*

Section 2. **Services and Scope to be Performed.** The Contractor shall *perform test borings and prepare a report detailing the subsurface conditions for the substation planned at 3412 Goldmine Road. All engineering services will be performed to meet specifications.* In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Section 3. **Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 4. **Compensation.** The City shall pay the Contractor for the Work as follows: *The City shall pay invoices net 30 days upon receipt. The total services shall not exceed \$8,200.00.* The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. **Contractor’s Billings to City.** Contractor shall submit three (3) original pay requests to the City construction inspector or project manager. It is suggested the Contractor superintendent meet with the City’s construction inspector or manager prior to submitting the pay request to verify quantities of work completed, materials, and values. The pay request shall contain the following items, all submitted on City forms (digital forms may be available upon request):

- a. Recommendation for payment – all fields complete including history of change orders as appropriate;

- b. Affidavit and Lien Waiver or Release – Notarized original with all fields complete;
- c. Tax Statement and Certification – Notarized original with all fields complete;
- d. Tax Table listing itemized invoices and showing county where tax was paid. Include copies of invoices that are itemized in the tax table. Submit notarized originals. If claiming no tax for the period, submit the statement and certification with table and note “no sales tax for this period” on the form.

Upon receipt of the above the City will verify the amounts and if all of the forms are correct and the amounts correct, the Contractor can expect payment within 15 days. For final payment after acceptance of the work by the City, submit an official pay request as outlined above. In addition, the request shall include an Affidavit of Final Payment (notarized original with all fields complete), and a Consent of Surety to Final Payment (notarized original with all fields complete) if applicable.

Section 6.

Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

COVERAGE	MINIMUM LIMITS
Workers' Compensation	Statutory Limits
Employers' Liability	\$500,000
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence/\$2,000,000 aggregate

Contractor shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example attached). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The City shall be named as an additional insured and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read "City of Monroe is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements.

Section 7.

Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Section 8.

Attachments. The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: *Eagle Engineering Proposal 200416 for Geotechnical Engineering Services* containing 4 pages(s).

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment which materially alters the standard terms contained herein must be reviewed pursuant to the City's Contract Review Procedure.

Section 9.

Notice.

- a. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City: _____

(By hand delivery, overnight delivery services, or other methods requiring a physical address):

City of Monroe
300 West Crowell Street
Monroe, NC 28112

(By United States Postal Service):

City of Monroe
P.O. Box 69
Monroe, NC 28111-0069

Fax Number: (704) 283-9098

b. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Section 10.

Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Monroe, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Monroe, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor

To the Contractor: _____

*Eagle Engineering
2013 Van Buren Ave., Suite
A
Indian Trail, NC 28079
Fax: 866-775-0329*

of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

Section 11. **E-Verify Requirement.** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Section 12. **Miscellaneous.**

- a. **Choice of Law and Forum.** This contract shall be deemed made in Union County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Union County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- b. **Waiver.** No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- c. **Performance of Government Functions.** Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- d. **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- e. **Assignment, Successors and Assigns.** Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's

defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

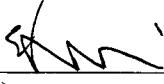
- f. Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.
- g. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.
- h. EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions;
 - (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- i. No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.
- j. Principles of Interpretation. In this contract, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the

statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

k. Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City of Monroe and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

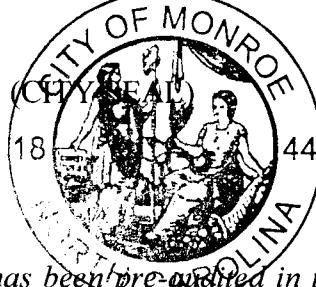
CITY OF MONROE

BY: 

_____, Department Head
 E.L. Faison, City Manager

ATTEST:

Bridgette H. Robinson
Bridgette H. Robinson, City Clerk



This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer:

Lisa Strickland
Lisa Strickland

DATE: 5-15-20

CONTRACTOR: *Eagle Engineering, Inc.*

BY: 

President, CEO,
 Partner, Owner
 Other: _____

ATTEST:

Mary Marwillian
Mary Marwillian, Secretary

(CORPORATE SEAL)



April 30, 2020

Mr. Robert Miller
Monroe Energy Services Department
300 W Crowell Street
Monroe, NC 28112

Re: Proposal for Geotechnical Engineering Services
 ATI Substation
 Monroe, NC
Eagle Engineering Inc. Proposal Number 200416

Dear Mr. Miller:

Eagle Engineering, Inc (EEI) is pleased to present this proposal to provide Geotechnical Engineering services in support of the proposed ATI Substation located in Monroe, NC.

Our understanding of the needs of the project is based on our recent discussions and the conceptual/sketch plan you have provided.

The following sections present our proposed scope of work, estimated schedule and fees, and terms and conditions for our professional services.

SCOPE OF WORK

Task 1 - Geotechnical Investigation

EEI will conduct a geotechnical investigation of the site involving drilling test borings. The following tasks will be accomplished:

- EEI assumes clearing will not be required for drill rig access.
- Advance two (2) test borings to a depth of 40' within the proposed substation. Test borings will be advanced to the designated depth or auger refusal, whichever occurs first.
- Retain soil samples from field exploration for laboratory testing listed below:
 - Bearing Pressure
 - Unit Weight
 - Cohesion
 - Angle of Friction
 - Shear Strength
 - ph

Mr. Robert Miller

April 30, 2020

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- Prepare a report outlining finding of the borings including:
 - General subsurface soil, rock and groundwater conditions that exist at the test borings
 - Anticipated excavation difficulties in site grading
 - Recommendations for remedial activities that might be required.

Task 2 – Rock Coring

EEI will rock core if the desired depth is not reached. The following tasks will be accomplished:

- Advance one (1) rock core borings to a length of 10'.

SCHEDULE AND FEES

EEI will initiate the Scope of Services upon receipt of your signed authorization. EEI will provide these services listed herein in a timely and professional manner to complete the project.

Fees for providing the scope of services defined above are as follows:

Task 1:	Geotechnical Investigation	\$ 5,200
Task 2:	Rock Coring	\$ 3,000

TERMS AND CONDITIONS

Eagle Engineering, Inc. will perform the scope of work presented herein in accordance with the attached Terms and Conditions. Your acceptance of the terms and conditions referenced herein and authorization for Eagle Engineering, Inc. to proceed with the scope of work may be indicated by your signature below. This proposal is valid for a period of 30 days.

We trust this proposal meets your current project needs. If you have any questions or require additional information, please feel free to call at your convenience.

Sincerely,

EAGLE ENGINEERING, INC.



Matthew C. Kirchner, P.E.
Principal

Mr. Robert Miller

April 30, 2020

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Authorization to Proceed

The scope of work referenced in the attached Proposal No. 200416 dated April 30, 2020 is acceptable, and Eagle Engineering, Inc. is authorized to proceed.

By: _____
Signature _____ Date _____ Printed _____

For: _____
Client Name _____

Re: Proposal for Geotechnical Engineering Services
ATI Substation
Monroe, NC
Eagle Engineering Inc. Proposal Number 200416

EAGLE ENGINEERING, INC.

GENERAL CONDITIONS

1.0 BILLING

- 1.1 Invoices will be issued every two weeks, payable upon receipt, unless otherwise agreed.
- 1.2 Interest of 1 1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
- 1.3 In the event that the Client requests termination of the work prior to completion of a report, Eagle Engineering, Inc. reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of Eagle Engineering, Inc., be made.
- 1.4 Direct Bill charges including reproduction, shipping, postage, telephone charges, etc. will be billed in addition to the project fees in accordance with the Schedule of Fees.

2.0 WARRANTY AND LIABILITY

- 2.1 Eagle Engineering, Inc. warrants that its services are performed, within the limits prescribed by its Clients, in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other warranty or representation, either expressed or implied, is included in its proposals, contracts or reports.
- 2.2 Eagle Engineering, Inc. has neither created nor contributed to the existence of any hazardous, radioactive, toxic or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Accordingly, notwithstanding any other provision herein, the liability of Eagle Engineering, Inc., its employees, subcontractors and agents for any injury or loss arising from any such pre-existing or client generated dangerous substance or condition at or near the project site, shall not exceed \$1,000.
- 2.3 Eagle Engineering, Inc., its employees, subcontractors and agents shall not be liable for indirect or consequential damages, including without limitation loss of use and loss of profits.
- 2.4 In addition to the limitations provided in 2.2 and 2.3, and notwithstanding any other provisions herein, the liability of Eagle Engineering, Inc., its employees, subcontractors and agents shall be limited to injury or loss to the extent caused by the negligence of Eagle Engineering, Inc., its subcontractors and/or agents hereunder, and the liability of Eagle Engineering, Inc. for injury or loss arising from (1) professional errors or omissions and/or (2) environmental impairment or pollution shall not exceed \$5,000 or our fee, whichever is greater.
- 2.5 The liability of Eagle Engineering, Inc., its employees, subcontractors and agents for any other claim(s) of any kind shall not exceed \$20,000.
- 2.6 Increased liability limits may be negotiated upon the Client's written request, prior to commencement of services and agreements to pay an additional fee.
- 2.7 The Client agrees to indemnify and hold harmless Eagle Engineering, Inc., its employees, subcontractors and agents against and from any claim, liability, attorneys' fees or other defense costs incurred because of (i) injury or loss caused by the actions or omissions of the Client, its employees or its other agents, contractors or subcontractors, or (ii) any third party claim arising from the performance of services hereunder by Eagle Engineering, Inc., its agents or subcontractors, to the extent the liability and costs exceed the relevant amount of Eagle Engineering, Inc.'s liability specified in sections 2.2 through 2.6 above and does not result solely from the negligence or willful misconduct of Eagle Engineering, Inc., its agents or subcontractors.
- 2.8 In the event the Client makes a claim against Eagle Engineering, Inc., at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs, including attorneys' fees, incurred by Eagle Engineering, Inc. in defending itself against the claim.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2020

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 have ADDITIONAL INSURED provisions or 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	CONTACT Kim LeMere	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
Stem Risk Partners LLC 3900 S. Wadsworth Blvd. Suite 555 Lakewood	E-MAIL klemere@sternrisk.com	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company of America	
	NAIC # 25674	
INSURED	INSURER B: The Phoenix Insurance Company	
Eagle Engineering, Inc. 2013-A Van Buren Avenue	INSURER C: Travelers Casualty and Surety Company	
Indian Trail	INSURER D: Admiral Insurance Company	
	INSURER E:	
	INSURER F:	

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	REVISION NUMBER:	
						LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	6802P929117	11/01/2019	11/01/2020	EACH OCCURRENCE	\$ 1,000,000
	GEN'LAGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA9H527614	11/01/2019	11/01/2020	MED EXP (Any one person)	\$ 5,000
	PERSONAL & ADV INJURY					\$ 1,000,000	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2P931101	11/01/2019	11/01/2020	GENERAL AGGREGATE	\$ 2,000,000
	PRODUCTS - COMP/OP AGG					\$ 2,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/>	UB9H5291831947G	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)					\$	
D	Architects & Engineers Professional Liability		EO000005039001	11/01/2019	11/01/2020	BODILY INJURY (Per accident)	\$
	PROPERTY DAMAGE (Per accident)					\$	
						EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
						\$	\$
						PER STATUTE	OTH-ER
		N / A	UB9H5291831947G	11/01/2019	11/01/2020	E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
						Per Claim	\$1,000,000
						General Aggregate	\$2,000,000

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

Evidence of Insurance for Architects & Engineers Professional Liability. The City of Monroe is listed as an Additional Insured in regards to General Liability per endorsement CG D381 0915. A 30 Day Notice of Cancellation applies in regards to General Liability per endorsement IL T400 1209.

CERTIFICATE HOLDER

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

Mark J. Stas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (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, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the 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 does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. 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 applies 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 the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over 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.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

"Written contract requiring insurance" means that part of any written contract 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 you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal: 30

PERSON OR

ORGANIZATION: CITY OF MONROE

**ADDRESS: PO BOX 69
MONROE NC 28111**

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.