

BILL NO.: 19-0125

ORDINANCE NO.: 19- 0122

INTRODUCED BY: COUNCIL MEMBER (s) Grethe

1                   **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**  
2                   **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**  
3                   **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**  
4                   **PROPOSALS FOR JEFFERSON COUNTY COURTHOUSE, SHERIFF**  
5                   **DEPARTMENT, AND JAIL SPACE STUDY, HILLSBORO, MO; AND**  
6                   **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**  
7                   **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**  
8                   **AWARD OF THE BIDS AND PROPOSALS.**

9                   **WHEREAS**, Jefferson County, Missouri, (hereafter, the "County") in response to  
10                  certain Invitations for Bids and Requests for Proposals issued by the County, received bids  
11                  and proposals for the following items or services:

12                   **BID NAME**

13                  Jefferson County Courthouse, Sheriff Department, and Jail Space Study, Hillsboro, MO

14                   **NUMBER OF BIDS RECEIVED**

15                   9

16                   **DATE OF BID OPENING**

17                   7-17-2018

18                   **WHEREAS**, after reviewing the bids and proposals set forth above, the  
19                  Department of Public Works has determined that certain bids and proposals represent the

**FILED**

1 best bid for the respective items or services and met the bid or proposal specifications  
2 issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4 of the County to award the bids and proposals to Treanor HL for a term for one-year from  
5 date of execution, upon approval by the County Council and County Executive for **up to**  
6 **\$132,500.00 per term, for total amount not to exceed \$132,500.00 for the term**, subject  
7 to budgetary limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**  
9 **AS FOLLOWS:**

10 Section 1. The County awards the following bids and proposals which are  
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)  
12 bidding for each respective item or service as follows:

13 BID NAME

14 Jefferson County Courthouse, Sheriff Department, and Jail Space Study, Hillsboro, MO

15 TERM

16 one-year from date of execution

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 **Up to \$132,500.00 per term,**

20 **for total amount not to exceed \$132,500.00 for the term,**

21 subject to budgetary limitations

22 AWARDED BIDDER

2        Section 2.    The Jefferson County, Missouri, Council hereby authorizes the  
3    County Executive to execute the agreement attached hereto and incorporated herein by  
4    Reference as Exhibit "A" and any agreements or contracts necessary to effectuate the  
5    award of the bids and proposals set forth in this Ordinance. The County Executive is  
6    further authorized to take any and all actions necessary to carry out the intent of this  
7    Ordinance.

8        Section 3.    Copies of all Invitations for Bid, Requests for Proposals, responses  
9    thereto, and any contracts or agreements shall be maintained by the Department of the  
10   County Clerk consistent with the rules and procedures for the maintenance and retention  
11   of records as promulgated by the Secretary of State.

12       Section 4.    This Ordinance shall be in full force and effect from and after its  
13   date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
14   shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Phil Hendrickson	<u>Yes</u>
Council Member District 4, Charles Groeteke	<u>Abstain</u>
Council Member District 5, Tracey Perry	<u>Yes</u>
Council Member District 6, Daniel Stallman	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

**THE ABOVE BILL ON THIS 28<sup>th</sup> DAY OF January, 2019:**

✓ PASSED        FAILED

  
Charles Groeteke, County Council Chair

  
Pat Schlette, Council Executive Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 24<sup>th</sup> DAY OF January, 2019.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

Dennis J. Gannon  
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller  
Ken Waller, County Clerk

BY: Katherine E. Missey

Reading Date: 01-28-2019

## Exhibit A

## ORDINANCE

No. 19-0122

JEFFERSON COUNTY  
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is entered into by Treanor HL, P.C. (hereinafter, "Consultant") and the Jefferson County (hereinafter, "County").

## WITNESSETH:

WHEREAS, the County had a need to hire a qualified justice planning and/or design firm to assess the County's facility needs for adequate court/courthouse functions, Sheriff's Department and jail space; and

WHEREAS, the County has selected the Consultant to provide those services on an as-needed basis.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the County, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) **DEFINITIONS:** The following definitions apply to these terms, as used in this Agreement:

(A) "ADA Standards" means the ADA Standards for Accessible Design, 28 CFR Part 36 and the ADA Accessibility Guidelines, including supplements and revisions, issued by the Access Board for state and local government facilities.

(B) "COUNTY" means the Jefferson County, an agency of state government, which acts by and through its County Commission, County Engineer and others in the Public Works Department.

(C) "CONSULTANT" means the firm providing professional services to the County as a party to this Agreement.

(D) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in writing by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the County's Engineers.

(E) "DELIVERABLES" means all data, studies, documents, designs, drawings, plans, specifications, or any other products prepared in performance of this Agreement, to be delivered to and become the property of the County pursuant to the terms and conditions set out in Paragraph (11) of this Agreement.

(F) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 C.F.R. Part 26, which is certified as a DBE firm in Missouri by the County. Appropriate businesses owned and controlled by women are included in this definition.

(G) "ENGINEER" means the County Engineer or any other authorized representative of the County. Where the specific term "County Engineer" is used, it shall mean the County Engineer exclusively.

(H) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(I) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Engineer, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(J) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the County either decides to terminate the project or reactivate the services under the conditions then existing.

(K) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the County.

(L) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for Architectural Engineering services described in Exhibit I, attached hereto. Architectural Engineering services are to meet all relevant industry standards.

(B) Cost of Requested Services: The cost associated with each task described in the Scope of Services is attached hereto (Exhibit II). COUNTY will coordinate with the CONSULTANT to provide any available documents and/or materials in order to assist the CONSULTANT in their endeavor to complete the project within the schedule attached hereto (Exhibit III).

(3) **TERM OF AGREEMENT:** The Consultant's services are to commence with the County's issuance of the project Notice to Proceed and terminate on December 31, 2019 unless otherwise terminated prior to this date pursuant to the provisions of Paragraph (10) of this Agreement.

(4) **INFORMATION AND SERVICES PROVIDED BY THE COUNTY:**

(A) At no cost to the Consultant and in a timely manner, the County will provide available information of record, which is pertinent to the requested services project to the Consultant upon request. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the County concerning the requested services and will as expeditiously as possible advise the Engineer of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on any of its activities under this Agreement. In such case, the County shall provide the Consultant with new or verified data or information upon which the Consultant is entitled to rely. The Consultant shall not be liable for any errors, omissions, or deficiencies in the Consultant's services resulting from inaccurate or inadequate information furnished by the County which inaccuracies or inadequacies are not detected by the Consultant unless the errors should have been detected by the Consultant through reasonable diligence.

(5) **RESPONSIBILITY OF THE CONSULTANT:**

(A) The Consultant shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the County; and if none are expressly established in this Agreement, published manuals and policies of the County which shall be furnished by the County upon request; and, absent the foregoing, manuals and policies of the ICC 2003 Building Code, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, the performance of these services will be in accordance with the specific criteria and project procedures as indicated by the information set out in the Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all deliverables or any other services furnished under this Agreement. At any time during any subsequent stage of project development or phase of work performed by others based upon any deliverables or other services provided by the Consultant, the Consultant shall prepare any additional deliverables or other services needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions

shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) All deliverables produced under this Agreement shall be signed, sealed, and dated by the appropriate party responsible for performance of the services and who possesses appropriate registration in the state of Missouri to perform the type of services included in this Agreement. All requirements for professional registration and the signing and sealing of deliverables shall be in accordance with Missouri state law. All deliverables which are not the final version shall carry the words "Draft or Preliminary" or other similar language in an obvious location where it can readily be found, easily read, and is not obscured by other markings, as a disclosure to others that the deliverables are incomplete or preliminary. When the deliverables are presented in their final form, the word "Draft or Preliminary" or other similar language shall be removed and the deliverables thereupon signed, sealed, and dated as previously described in this paragraph.

(E) Where the scope of services requires the preparation of completed plans, plans submitted for review by permit authorities, and plans issued for construction, the plans shall be signed, sealed, and dated by a design professional registered in the State of Missouri. Incomplete or preliminary plan(s), when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the plan(s) or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the plan(s) are incomplete or preliminary. When the plan(s) are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the plan(s) shall thereupon be sealed.

(F) The Consultant shall cooperate fully with the County and its Engineers, consultants, and contractors on adjacent projects and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer. This may include attendance at meetings, discussions, and hearings as requested by the Engineer.

(G) In the event any lawsuit or court proceeding of any kind is brought against the County, arising out of or relating to the Consultant's activities or services performed under this Agreement, or any subsequent stage of project development or phase of work or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the County in preparing the County's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the County by the Consultant will be compensated at an amount or

rate negotiated between the County and the Consultant as will be identified in a separate agreement between the County and the Consultant. To the extent the assistance given to the County by the Consultant was necessary for the County to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the County to the Consultant will be reimbursed to the County.

(6) **NO SOLICITATION WARRANTY:** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, County, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, County, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) **SUBCONSULTANTS:**

(A) The Consultant agrees that there shall be no transfer of engineering services performed under this Agreement without the written consent of the County. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

(B) The Consultant agrees, and shall require the selected Subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the County or any of its authorized representative, and copies thereof shall be furnished.

(C) Unless waived or modified by the County, the Consultant agrees to require, and shall provide evidence to the County, that those Subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subconsultant agreements, and in not less than the following amounts:

1. Commercial General Liability: \$400,000 per claim up to \$2,000,000 per occurrence;
2. Automobile Liability: \$100,000 per claim up to \$300,000 per occurrence;
3. Worker's Compensation in accordance with the statutory

limits; and

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the County in accordance with the submitted invoices for such services, as set forth in paragraph (8), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any County-approved DBE subconsultants under this Agreement upon the request of the County.

(G) The Consultant agrees that any agreement between the consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the consultant and subconsultant exceeds \$25,000.

(8) COMPENSATION: The following provisions apply with respect to the payment of fees to the Consultant:

(A) Individual Project Payment Ceiling: Total payment for an individual task carried out under this Agreement shall be limited to the "contract ceiling" stated in the Agreement covering that specific investigation. No work shall be undertaken or costs incurred in excess of this ceiling until the County executes a supplemental Agreement.

(B) Payments: The Consultant may submit an invoice for services rendered to the County not more than once every month. Upon receipt of the invoice, the County will, as soon as practicable, pay the Consultant for the services rendered. The County reserves the right to withhold payment, without penalty, to resolve disputes that may arise regarding the number of hours billed, the hourly rates used to develop the invoice, or the performance of services.

(C) Audit: The County, if it so elects, will conduct a final cost audit of the Consultant's services performed under the terms of this Agreement. The Consultant will, during normal working hours, permit access to all records and books for the audit.

(9) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in the Agreement (Exhibit III). The Consultant and the County will be required to meet this schedule.

(B) The County will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant,

before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays.

(C) The Consultant and County agree that time is of the essence, and the Consultant and County will be required to meet the schedules in the Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. An extension of time shall be the sole allowable compensation for any such delays.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(10) **SUSPENSION OR TERMINATION OF AGREEMENT:**

(A) The County may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, for cause or for the convenience of the County, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written consent of the County.

(B) Should the Agreement be suspended or terminated for the convenience of the County, the County will pay to the Consultant its costs completed to date, plus reasonable hours incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the County for any claims or

damages occasioned by any failure, default, error or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(11) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All deliverables, drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the County upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the County;

2. the Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. the Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

(B) Copyrights. County, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

1. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

2. Any rights of copyright to which County, its consultant or subconsultant purchases ownership with payments provided by this agreement.

(C) Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

1. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g) (1) of the clause;

2. Paragraphs (g) (2) and (g) (3) of the clause shall be deleted; and

3. Paragraph (I) of the clause, entitled "communications" shall read as follows: "(I) Communications. All notifications required by this clause shall be submitted to the County Engineer.

4. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - County

Subcontractor - Subconsultant

5. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the County without further compensation and without restriction or limitation on their use.

(D) The County may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the County and the County shall use same at its sole risk and expense; and (2) the County shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

**(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:**

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications or other deliverables; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the County which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty

(60) days of the Consultant's receipt of final payment. Notwithstanding Paragraph 20 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the office of the County Engineer in Jefferson County, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the County.

(E) The claims procedure in Paragraphs 12 (C) and (D) do not apply to any claims of the County against the Consultant. Further, any claims of the County against the Consultant under this Agreement are not waived or estopped by the claims procedure in Paragraphs 12 (C) and (D).

(13) **SUCCESSORS AND ASSIGNS:** The County and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

**(14) INDEMNIFICATION RESPONSIBILITY:**

(A) The Consultant agrees to save harmless the County from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the County as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy any subsequent stage of project development, phase of work, or project construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the County for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the subsequent stages of project development or the construction of the project.

(C) Neither the County's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the completion of subsequent stages of project development or the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the County on this project arising out of the

Consultant's services hereunder.

(15) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: \$400,000 per claim up to \$1,000,000 per occurrence;
2. Automobile Liability: \$100,000 per claim up to \$300,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and
4. Professional ("Errors and Omissions") Liability: \$ 500,000, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the County with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in Paragraph (15) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri. In addition, any such insurance policy, except for Worker's Compensation, will name the County as additional insured.

(16) NONDISCRIMINATION CLAUSE: The Consultant shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan,

Governor of Missouri, on the fourteenth (14th) day of January 1994, which Executive Order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state consultants and subconsultants, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Consultant shall also comply with all state and federal statutes applicable to the Consultant relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(17) **ACTIONS:** No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jefferson County, Missouri. The parties agree that this Agreement is entered into at Hillsboro, Missouri, and substantial elements of its performance will take place or be delivered at Hillsboro, Missouri, by reason of which the Consultant consents to venue of any action against it in Jefferson County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(18) **AUDIT OF RECORDS:** For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the County or its designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the County has notice of a potential claim against the Consultant and/or the County based on the Consultant's services under this Agreement, the Consultant, upon written request of the County, shall retain and preserve its records until the County has advised the Consultant in writing that the disputed claim is resolved.

(19) **NOTICE TO THE PARTIES:** All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the County or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11-inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) **Notice to the County:** Notices to the County shall be addressed and delivered to the following Engineer, who is hereby designated by the County as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Jason Jonas, P.E.  
County Engineer  
Jefferson County Missouri  
PO Box 100  
Hillsboro, Missouri 63050  
Email: [JJonas@jeffcomo.org](mailto:JJonas@jeffcomo.org)  
Telephone No.: 636-797-5369  
Telefax No.: 636-797-5565

The County reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the County may now or hereafter deem appropriate. Such substitution or designations shall be made by the County Engineer in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

Andrew Pitts, AIA  
Treanor HL, P.C.  
1811 Baltimore Avenue  
Kansas City, MO 64108-1930  
Email: [apitts@treanorhl.com](mailto:apitts@treanorhl.com)  
Telephone No.: 816-581-4030

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more Consultant's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the County.

(20) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(21) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the County. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the County's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the

services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the County under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the County's Engineer, in advance.

(22) **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the County and the Consultant.

(23) **SEVERABILITY AND SURVIVAL:**

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the County and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(24) **PAYMENT BOND:** In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the County and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Consultant the 21 day of January, 20 19.

Executed by the County the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

JEFFERSON COUNTY, MISSOURI

BY: Denis J. Flamm  
COUNTY EXECUTIVE

TREANOR HL, P.C.

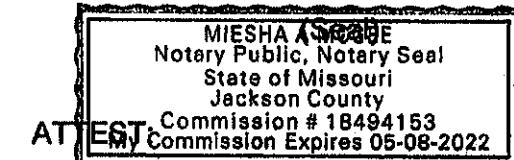
By V. A. Smith  
Title: Principal

ATTEST:

Ken Wallace  
County Clerk  
Katherine E. Misey  
Deputy Clerk

APPROVED AS TO FORM:

John J. Flamm  
County Counselor



Miesha A. Misey  
TREANOR HL, P.C.

Title: Administrative Assistant

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Kathy W. Carroll  
COUNTY AUDITOR

# Exhibit I

## TREANORHL

### Jefferson County, Missouri Courthouse, Sheriff Department and Jail Space Study

The study shall review the following departments and buildings:

1. Jefferson County Courthouse, 300 Main Street, Hillsboro, Missouri 63050
2. Jefferson County Jail, 510 First Street, Hillsboro, Missouri 63050
3. Jefferson County Justice Center, 400 First Street, Hillsboro, Missouri 63050

The study shall be conducted in four tasks as outlined below.

**Task 1 - Needs Assessment / Data Collection:** This task represents the initial data collection effort and will focus on developing a clear understanding of current operations and gathering historic demographics, workload, and staffing data that will be used to generate projections of growth and space requirements.

1. The project team will conduct a space requirements survey to receive input from the current and proposed facility user groups regarding concerns and needs for their present and future work environments. Highlighted facility issues and users' requirements will be incorporated into the facility needs projection and functional space programming in the latter phases of the project.
2. The project team will prepare information requests for relevant planning studies or documents previously conducted by the County, and the existing building plans for the team prior to the facility tours.
3. To anticipate future space needs, it is necessary to project personnel requirements. The forecast will factor in relevant trends in the Missouri judicial system as well as future trends of the justice system from a national perspective. These factors impact both the jail and courthouse buildings. Utilizing geographical population data and demographic information from the County and the surrounding broader planning district, historical data, as well as historical staffing data, forecasts of personnel positions will be prepared. A preliminary range of projections for both detention beds and caseload/workload, based on current operational standards and projection of population and growth, will be developed and translated into physical space requirements, staff positions and personnel required.
4. These projections will be prepared for the next 25 years in five-year intervals. Information provided by the County regarding the geographical distribution of county population as well as the County's development directives will be analyzed and factored into consideration of future system resource allocation and service distribution strategy. The projected personnel requirements will serve as the basis for the planning of future facility needs of the entire detention and court system as well as the specific space program of the proposed project.

**Task 2 - Facilities Evaluation:** This task focuses on the existing conditions of the three identified buildings. This allows the project team to have a complete understanding of the conditions of the buildings to best evaluate the ability to incorporate the buildings into potential solutions.

The project team will tour and analyze the existing facilities from an operational perspective, observe the current use of the facilities, and interview representatives of the user groups housed in the courthouse, jail and Justice Center. An understanding of existing operations as well as physical constraints will allow the project team to identify opportunities for improvement and the ways specific services will be delivered.

1. The project team will review the existing building plan documents and develop an existing program of spaces within the buildings. These shall be issued as a baseline comparison as the proposed program options are developed in future tasks.
2. To understand the existing conditions the project team will review the existing plans and buildings to determine the renovation options and feasibility for future development. This would include:
  - a. Review of structure and load bearing walls/columns to determine renovation opportunities,
  - b. Review of ADA, life safety and building code requirements and limitations,
  - c. Review of site for existing access, utilities, and vehicle and pedestrian traffic,
  - d. Review of mechanical, electrical, plumbing, security and life safety systems.



3. The team will review the historic courthouse and the guidelines and opportunities associated with any project associated with the building. This shall include a review of the process, impact of any renovation, and opportunities for tax credits.
4. We shall complete an existing condition report for each building to include:
  - a. Evaluation of the deferred maintenance requirements and recommendations,
  - b. Evaluation of life safety systems and building code requirements and recommendations,
  - c. Improvements required for future occupancy of the facility,
  - d. Recommendations on further studies or reports that should be conducted on each facility.

**Task 3 - Development Options Analysis:** The planning of a long-term facility solution affords an opportunity to streamline operations in the remodeled or new environment.

1. One of the pieces of information needed before the team starts creating space projections is to communicate with the entire team the applicable industry, state, and/or local space standards. The evidence-based space standards will serve as a benchmark to assess current office, equipment, and parking space utilization for each department. The space standards will identify office functions in respective departments as well as court functional program elements with square footage estimates, based on an analysis of current and future operational practices. Current space standards recommended in publications such as The American Courthouse, American with Disabilities Act (ADA) Accessibility Guidelines for State, and Government Facilities, American Correction Association and The Courthouse Planning and Design Guidelines, as well as office space standards/practices adopted by the County will be utilized where applicable. In conjunction with the evaluation of the existing facility utilization, the space standards will form the basis for programming of the courthouse, jail and Justice Center environment.
2. The team will work with the stakeholders to prepare a list of operational issues for the project team to study and incorporate the findings in the facility space requirements. The project team will analyze existing and future court and jail operations to achieve the best use of space. Issues to be assessed may include the impact of using new technologies; new court service initiatives that will affect court space planning; proposed changes to the workflow and staffing structure; alternative sentencing and housing models; enhancements of public access to judicial service with streamlining public/court interface and accommodation; etc. The operational analysis will ensure efficient and effective space allocation planning that meet modern court and jail operational needs. Conclusions from the analysis will be incorporated in the space standards of individual court and jail functional elements and the preparation of the courthouse, jail and Justice Center space program.
3. Based on the forecast of future operations, caseloads, bed counts, and the resulting staffing position requirements, this task will apply ratios of required space to project the long-term space needs. The accepted space standards developed above will be applied in the development of the net square footage requirements for individual functional spaces within the courts, jail and sheriff's office. In conjunction with the net space requirements of individual functional areas projected, appropriate building grossing factors and departmental circulation factors, based on the projected activities to be accommodated within the space, will be applied during the development of the total facility space need estimate.
4. Concept development options will be prepared for expansion and reuse of existing facilities as well as new construction. The results of the prior tasks will be used to determine the suitability of each master plan option. Each option will be discussed with the stakeholders and ranked and evaluated based on vision, goals, construction and project costs, location, safety, accessibility, and code compliance requirements. These will be refined and further developed, as required, to the desired concept(s.)
5. An Interim Summary Report of Task 3 findings and recommendations will be prepared and will be reviewed with the County in a workshop. This Interim Summary Report lists considerations for development and identifies an immediate and long-term strategy to serve as the basis for the Strategic Plan Analysis in Task 4. Each potential development on the list includes a pro and con summary to aid in the analysis.

**Task 4 - Strategic Plan Analysis:** This final task is the collection of work completed to date and brought together to formulate a long-range space needs master plan. All the information will be assembled, and development options translated into a Long-Range Space Needs Plan.

1. The team will prepare detailed development plans for the immediate and long-term options selected. This will develop site and floor plans, phasing diagrams, and concept narratives. A summary of the immediate and long-term service requirements for these county facilities based on population, location and/or program requirements will be presented.
2. The development plans will be further refined with conceptual phase cost estimates coupled with implementation schedules for every element of the master plan. The preliminary estimates include:
  - a. Use square footage needs with current and regional cost-per-square foot figures to determine a construction cost index.
  - b. Project (soft) costs to include professional fees, furniture, fixtures, and equipment, geotechnical/site investigations, design and construction contingency, etc.
  - c. Phasing cost schedule, if needed.
3. A final report will be completed and presented to the County for a draft review. The report will include the summary reports from Tasks 1 through 3, and the Strategic Plan developed in Task 4. Comments will be reviewed and incorporated into the final documents.
4. The team will present the findings to the County for review and acceptance.

# Exhibit II

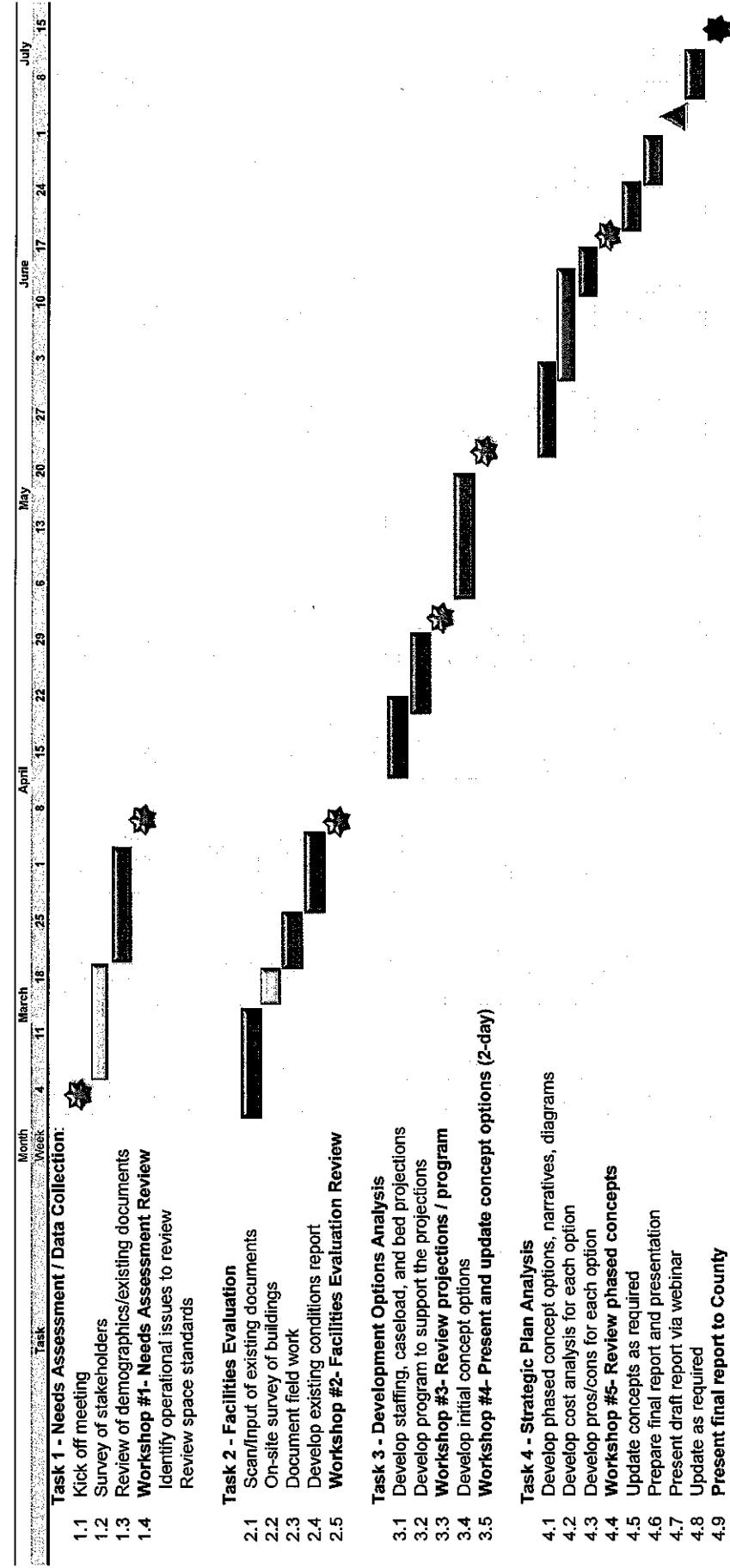
## Jefferson County, Missouri Courthouse, Sheriff Department and Jail Space Study

	Fee / Task	Sub-Total
<b>Task 1 - Needs Assessment / Data Collection:</b>	\$ 34,200.00	
1.1 Project preparation and Kick off meeting	\$ 3,200.00	
1.2 Survey of stakeholders	\$ 5,750.00	
1.3 Review of demographics, existing documents / Develop initial staffing plan, space standards	\$ 7,350.00	
1.4 <b>Workshop #1- Needs Assessment Review</b> Identify operational issues to review Review space standards	\$ 8,550.00	
1.5 Prepare and present space standards report	\$ 9,350.00	
<b>Task 2 - Facilities Evaluation</b>	\$ 31,300.00	
2.1 Scan/Input of existing documents	\$ 3,500.00	
2.2 On-site survey of buildings	\$ 10,750.00	
2.3 Document field work	\$ 10,475.00	
2.4 Develop existing conditions report	\$ 3,375.00	
2.5 <b>Workshop #2- Facilities Evaluation Review</b>	\$ 3,200.00	
<b>Task 3 - Development Options Analysis</b>	\$ 29,500.00	
3.1 Develop staffing, caseload, and bed projections	\$ 4,500.00	
3.2 Develop program to support the projections	\$ 2,600.00	
3.3 <b>Workshop #3- Review projections / program</b>	\$ 3,200.00	
3.4 Develop initial concept options	\$ 10,650.00	
3.5 <b>Workshop #4- Present and update concept options (2-day)</b>	\$ 8,550.00	
<b>Task 4 - Strategic Plan Analysis</b>	\$ 31,000.00	
4.1 Develop phased concept options, narratives, diagrams	\$ 6,200.00	
4.2 Develop cost analysis for each option	\$ 2,150.00	
4.3 Develop pros/cons for each option	\$ 2,250.00	
4.4 <b>Workshop #5- Review phased concepts</b>	\$ 3,200.00	
4.5 Update concepts as required	\$ 7,750.00	
4.6 Prepare final report and presentation	\$ 4,250.00	
4.7 Present draft report via webinar	\$ 1,200.00	
4.8 Update as required	\$ 1,500.00	
4.9 <b>Present final report to County</b>	\$ 2,500.00	
<b>Total Fee</b>	<b>\$ 126,000.00</b>	
<b>Estimated Reimbursable Expenses</b>	<b>\$ 6,500.00</b>	

# Exhibit III

## Jefferson County, Missouri Courthouse, Sheriff Department and Jail Space Study

### Draft Schedule





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/18/2019

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 NAME: Amy Novotney	
	PHONE (A/C, No. Ext.): (785) 843-2772	FAX (A/C, No.): (785) 843-1583
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Depositors Insurance Co		42587
INSURER B: AMCO Insurance Company		19100
INSURER C: Hartford Insurance Co		00914
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES		CERTIFICATE NUMBER: 2019/2020		REVISION NUMBER:		
<p>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.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL/INSR INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ACPGLDO7240102082	01/13/2019	01/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:					
B	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ACPGLDO7240102082	01/13/2019	01/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	37WBCCD2185	03/15/2018	03/15/2019	PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Certificate Holder is named as Additional Insured with respects to Liability Coverage, subject to the terms, conditions and exclusions of the policy.						

CERTIFICATE HOLDER		CANCELLATION	
Jefferson County Missouri PO Box 100 Hillsboro		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Mark A. Buller</i></p>	
MO 63050			

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

## **CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **A. Lost Key Coverage**

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

#### **B. Voluntary Property Damage**

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

#### **C. Non-Owned Watercraft**

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion g. Aircraft, Auto Or Watercraft** Paragraph (2) (a) is replaced with:

- (a) Less than 51 feet long; and

#### **D. Expanded Property Damage Coverage**

1. For the purposes of this endorsement only:

**Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion j. Damage To Property** is amended as follows:

- a. Paragraphs (3), (5), and (6) are deleted in their entirety.

- b. Paragraph (4) is deleted in its entirety and replaced with:

**(4) Personal property in the care, custody, or control of the insured:**

- (a) for storage or sale at premises you own, rent or occupy; or
- (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

**(1) Arising out of the disappearance or loss of use of personal property; or**

**(2) Included in the "products-completed operations hazard".**

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

**CG 73 23 12 16**

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement.

**E. Damage To Premises Rented To You**

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, **Exclusions c. through n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. Subject to **5.** above, the **Damage To Premises Rented To You Limit** is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under **Section IV – Commercial General Liability Conditions**, **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

**F. Supplementary Payments**

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b and 1.d.** are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**G. Newly Formed And Acquired Organizations**

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You**

**Section II – Who Is An Insured** is amended to include:

1. Any person(s) or organization(s) described in Paragraph **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. **State or Political Subdivision – Permits Relating to Premises** – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. **Owners, Lessees, or Contractors** – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

- (1) **Your acts or omissions; or**

- (2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. – d. described above, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds a. – d. described above:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**3. Primary and Noncontributory – Other Insurance Conditions**

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**I. Employee Bodily Injury To Another Employee**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

**J. Broad Form Named Insured**

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.:

- e. Any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

**K. Aggregate Limit Per Location**

Under **Section III – Limits Of Insurance** the following is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

**L. Aggregate Limit Per Project**

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

**M. Medical Payments**

Under **Section III – Limits Of Insurance**, Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

**N. Knowledge Of An Occurrence**

Under **Section IV – Commercial General Liability Conditions**, the following is added to

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in Paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

**O. Unintentional Failure To Disclose Hazard**

Under **Section IV – Commercial General Liability Conditions**, Condition 6. **Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**P. Waiver Of Subrogation**

Under **Section IV – Commercial General Liability Conditions**, 8. **Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

**Q. Liberalization**

Under **Section IV – Commercial General Liability Conditions**, the following paragraph is added:

**10. Liberalization**

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**R. Broadened Bodily Injury Definition (Mental Anguish)**

Under **Section V – Definitions** Definition 3. "Bodily Injury" is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

**All terms and conditions of this policy apply unless modified by this endorsement.**