

**ENGINEERING AGREEMENT**

C-17-0242

**FOR**

**RE-DECKING PLAN PREPARATION**

**OF LANCASTER COUNTY BRIDGE N-138**

**THIS AGREEMENT** entered into this 8th day of March, 2017, by and between the firm of **InfraStructure, LLC**, hereinafter referred to as the "**ENGINEER**", and Lancaster County, hereinafter referred to as the "**COUNTY**".

**WHEREAS**, the **COUNTY** desires to employ the **ENGINEER** to render professional engineering services and such other services as may be required and as hereinafter set forth in the scope of work for the preparation of re-decking plans of County Bridge C005504405 (N-138) located on W Denton Rd. 4750' East of SW 98<sup>th</sup> St. in the SE ¼ of Section 15, Township 9 North, Range 5 East, of the 6<sup>th</sup> P.M (see Exhibit "A" attached); and

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

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

**I. SCOPE OF WORK**

**A. GENERAL WORK DESCRIPTION**

**1. Existing Structure:**

<b>(1) Original Plan:</b>	S-570(4)-1
<b>(2) Original Plan Year:</b>	1962
<b>(3) Design Designation:</b>	H15
<b>(4) Curb Remodel Plan:</b>	RS 3305(3)
<b>(5) Curb Remodel Plan Year:</b>	1984
<b>(6) Supplemental Field Measurements:</b>	NA
<b>(7) Supplemental Field Measurements Year:</b>	1990
<b>(8) Type:</b>	302 – Steel Stringer/Girder
<b>(9) No. Main Spans:</b>	One
<b>(10) Length of Main Span(s):</b>	70'-0"
<b>(11) No. Approach Spans:</b>	None
<b>(12) Clear Bridge Width:</b>	26'-0"

- (13) Out-To-Out Bridge Width: 28'-2"
- (14) Approach Roadway Width (Including Shoulders): 22'-0"
- (15) Skew: 30°
- (16) Sufficiency Rating: 74.4
- (17) HS (Inventory) Rating: HS15
- (18) HS (Operating) Rating: HS26
- (19) The National Functional Classification of the existing roadway is Rural Major Collector
- (20) The State Functional Classification of the existing roadway is Rural Other Arterial
- (21) ADT<sub>2011</sub> = 1360 vpd
- (22) ADT<sub>2033</sub> = 1360 vpd

2. Reason for Work:

- a) This 70' long simple span " Steel Stringer/Multibeam or Girder" bridge has an NBI deck rating of "3 - Serious" with 50-60% of the deck experiencing delamination. This structure is exposed to deicing chemicals which makes the deck steel especially susceptible to attack by corrosion. Spalling/potholing is prominent, most of which have been filled with tar or asphalt. Reinforcing steel with corrosion is visible at spalls/delamination's over the entire length of the slab overhangs. Deterioration has been noted on the underside of the deck, indicating that the slab integrity has been thoroughly compromised. Other than localized surface rust on the exterior girders at scupper locations, the rest of the bridge is in satisfactory condition with the Superstructure and Substructure both rated as a 6 in the NBI.

3. Description of Work:

- a) The **ENGINEER** shall design a replacement deck for this structure. Unless otherwise directed by the **COUNTY** in writing the structure to be designed shall have the following general attributes:
  - (1) The **ENGINEER** shall strengthen the existing superstructure by designing the girders to be composite.
    - (a) The **ENGINEER** shall strengthen the existing superstructure to achieve a design load of HS15 or better.
      - (i) The **ENGINEER** shall evaluate the existing substructure to ensure that it is capable of supporting the strengthened design load of the superstructure.
  - (2) The **ENGINEER** may choose to apply empirical deck design provisions according to AASHTO LRFD Bridge Design Specifications, Current Edition, to the re-decking of this bridge. In lieu of the use of empirical deck design the **ENGINEER** may choose to provide a traditional deck design in accordance with AASHTO LFD Bridge Design Specifications, Current Edition.

- (a) The **ENGINEER** shall provide an NDOR standard buttress section adequately anchored that provides for a TL-3 guardrail connection at all corners of the bridge.
  - (b) Re-decked clear bridge width = 26'-0" minimum.
  - (c) 34" NU Closed Concrete Rail.
  - (d) Re-decked out-to-out bridge width = 28'-8" minimum.
  - (e) Provisions shall be made to attach guardrail protection to all corners of the proposed bridge.
  - (f) Floor drains will be provided as required by BOPP 3.1.6-Floor Drain Policy with drop tubes extending below the bottom flange of the girder.
  - (g) Project will not be phased.
    - (i) Minimum clear bridge width required to re-deck bridge in phases is not met.
    - (ii) Detour is required.
- (3) The **ENGINEER** shall include the cleaning and zone painting of areas of the exterior girders displaying surface rust in the plans.
- (4) The addition of approach slabs shall **not** be included as part of this project
- (5) The **ENGINEER** shall design a paved transition from two 11'-0" lanes with two 2'-0" shoulders at the bridge to the existing roadway cross-section of two 11'-0" paved lanes without shoulders.
- (a) The existing asphalt shall be saw cut and removed to a minimum distance of 150 ft from the end-of-floor of the bridge to facilitate this transition.

**B. PRELIMINARY SURVEY**

The **COUNTY** agrees to provide the following to the **ENGINEER** in connection with the work at no charge:

1. Topographic survey data for the project area including that required for transitional roadway work to the existing cross-section.
  - a) Roadway and material including shoulders.
    - (1) 125 ft. left and right of centerline for the project corridor.
    - (2) 500 ft. East and West of the structure.
  - b) Grade/terrain changes.
  - c) Intersections.
  - d) Culvert drainage structures and flowline elevations.
  - e) Any permanent structures and physical features within 50 feet of the project limits.
  - f) Location of utilities as identified with a One-Call utility locate ticket.

2. Names of landowners together with legal descriptions and parcel information for use in developing the construction plans.
3. Horizontal and vertical control points for additional survey work for shims including bench marks, ties to land corners and other control points.

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

1. Survey for shims during construction.

**C. STRUCTURAL DESIGN AND PLAN PREPARATION**

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

1. Plans of the existing bridge.
2. Plans of the existing roadway.

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

1. Preliminary Design
  - a) The **ENGINEER** will develop a design criteria memorandum and submit to the **COUNTY** for concurrence.
  - b) The **ENGINEER** shall develop the structure plans in accordance with Nebraska Administrative Code Title 428 Rules and Regulations of the Board of Public Roads Classifications and Standards, Current Edition, AASHTO LFD Bridge Design Specifications, Current Edition, the NDOR Bridge Office Policies and Procedures Manual, and the 2007 Edition of the State of Nebraska Department of Roads Standard Specifications for Highway Construction. The **ENGINEER** will perform the necessary structural design calculations.
  - c) The **ENGINEER** will develop preliminary plans complete with dimensions. The **ENGINEER** will design and prepare the plans in accordance with and be consistent with the methods used by the Nebraska Department of Roads, Bridge Division and in conformance with NDOR State Standards in effect at the time of this agreement. Plan sheets shall include but shall not be limited to: title sheet, summary of quantities, general notes, typical cross-section at the bridge and details, limits of construction, general plan and elevation layout, slab reinforcement layout, concrete rail on bridge, girder plan and elevation with details, slab and rail bill of bars, and standard/special plan sheet(s).

- d) The **ENGINEER** will draft and detail all of the aforementioned sheets so as to accurately depict the intended construction. The **ENGINEER** will employ the use of standard details and associated drafting standards used by the Nebraska Department of Roads to the greatest extent possible.
- e) The **ENGINEER** will attend preliminary review meeting with County representatives to review any special design considerations for the proposed project including the profound impact of adjacent building, structures, property access, or other improvement requiring said building, structures, property access, or other improvements to be either demolished or relocated.

2. Final Design

- a) The **ENGINEER** will complete internal quality control review of plans.
- b) The **ENGINEER** will furnish special provisions which supplement the Standard Specifications if in the design process he uses materials or processes which are not adequately covered by the Stand Specification for the construction of the structure.
- c) The **ENGINEER** will perform the necessary calculations and provide the structure load rating information as required in the Nebraska Department of Roads Bridge Inspection Policies and Procedures manual.
- d) The **ENGINEER** will prepare 90% plans with cost estimate and complete internal quality control.
- e) The **ENGINEER** will Submit 90% plans and attend 90% review meeting with the **COUNTY** for review and approval.
- f) Upon incorporating review comments into the plan set, all pages of the 100% final plans shall bear the signed and dated professional seal of the **ENGINEER** and be submitted to the **COUNTY** electronically in 11x17 pdf format. Final cost estimates, structural design computations and any special provisions that may be required shall be submitted electronically in 8.5x11 pdf format. CAD files shall be submitted in the format in which they were created.

**D. ROADWAY DESIGN AND PLAN PREPARATION**

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

- 1. Plans of the existing roadway alignment.
- 2. Legal descriptions based on the ENGINEERS proposed limits of construction.

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

1. Description of work

- a) The **ENGINEER** will design guardrail for this project site.
  - (1) The guardrail criteria of Chapter Nine of the Nebraska Department of Roads-Roadway Design Manual shall apply.
  - (2) The guardrail will be designed to meet TL-3 requirements.
  - (3) Provisions shall be made to attach guardrail protection to all corners of the proposed bridge.
- b) The **ENGINEER** shall design a paved transition from two 11'-0" lanes with two 2'-0" shoulders at the bridge to the existing roadway cross-section of two 11'-0" paved lanes without shoulders.
  - (1) The existing asphalt shall be saw cut and removed to a minimum distance of 150 ft from the end-of-floor of the bridge to facilitate this transition

2. Preliminary Design.

- a) The **ENGINEER** will develop a design criteria memorandum and submit to the **COUNTY** for concurrence.
- b) The **ENGINEER** will present design cross sections, preliminary limits of construction including special ditches and grading for guardrail, and delineation of wetland boundaries to the **COUNTY** prior to proceeding to final design activates.
- c) The **ENGINEER** will develop preliminary plans complete with dimensions. The **ENGINEER** will design and prepare the plans in accordance with and be consistent with the methods used by the Nebraska Department of Roads, Roadway Design Division and in conformance with NDOR State Standards in effect at the time of this agreement. Based on the final scope of work selected plan sheets shall include but shall not be limited to: title sheet, summary of quantities including earthwork breakdown, limits of construction, removal sheets, construction and drainage sheets, limits of right-of-way, geometric sheets, 2-W sheet(s) including delineation of wetland boundaries with their type and area indicated on the plans, preliminary plan and profile sheet(s), typical cross-section sheet(s), roadway cross-section sheets including special ditches as required, erosion control plan sheet(s), floodplain section layout sheet, floodplain cross-section sheet(s), guardrail layout sheet(s), and standard/special plan sheet(s).
- d) The **ENGINEER** will draft and detail all of the aforementioned sheets so as to accurately depict the intended construction. The **ENGINEER** will employ the use of standard details and associated drafting practices used by the Nebraska Department of Roads to the greatest extent possible.

- e) Roadway plans will be developed in accordance with Nebraska Administrative Code Title 428 Rules and Regulations of the Board of Public Roads Classifications and Standards, Current Edition, AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition, the NDOR Roadway Design Manual, the NDOR Standard/Special Plans Book and the 2007 Edition of the State of Nebraska Department of Roads Standard Specifications for Highway Construction. The **ENGINEER** will perform the necessary roadway design calculations.
- f) The **ENGINEER** will attend preliminary review meeting with County representatives to review any special design considerations for the proposed project including the profound impact on adjacent buildings, structures, property access, or other improvement requiring said building, structures, property access, or other improvements to be either demolished or relocated.

### 3. Final Design

- a) The **ENGINEER** will complete internal quality control review of plans.
- b) The **ENGINEER** will furnish special provisions which supplement the Standard Specifications if in the design process he uses materials or processes which are not adequately covered by the Stand Specification for the construction of the roadway.
- c) The **ENGINEER** will prepare 90% plans with cost estimate and complete internal quality control review of plans.
- d) The **ENGINEER** will submit 90% plans and attend 90% review meeting with the **COUNTY** for review and approval.
- e) Upon incorporating review comments into the plan set, all pages of the 100% final plans shall bear the signed and dated professional seal of the **ENGINEER** and be submitted to the **COUNTY** electronically in 11x17 pdf format. Final cost estimates, roadway design computations and any special provisions that may be required shall be submitted electronically in 8.5x11 pdf format. CAD files shall be submitted in the format in which they were created.

## E. RELATED SERVICES

- 1. The **ENGINEER** will perform a wetland delineation suitable for use in obtaining a U.S. Army Corps of Engineers Section 404 Permit. Delineation boundaries shall be included in the plans.
  - a) Prior to conducting field work the **ENGINEER** will identify potential WOUS, including wetlands, in the project areas by researching publicly-available data and resources including, but not limited to: current and historic aerial imagery, National Wetlands Inventory, National Hydrography Dataset, hydric soils, topography, and/or floodplains in order to identify areas most likely to contain wetlands and to be impacted by the proposed project

2. The **ENGINEER** will prepare, apply and obtain a Lancaster County Floodplain Permit for the construction work proposed. The application fee will be furnished by the **ENGINEER**.
3. The **ENGINEER** will apply for and obtain a U.S. Army Corps of Engineers Nationwide 404 Permit for the project. This permit will be used if the scope of the project meets the Corps criteria for Nationwide Permits. In the event the scope of the project exceeds the limits set by the Corps for Nationwide Permits refer to Item 4 below.
4. The **ENGINEER** will apply for and obtain a U.S. Army Corps of Engineers Individual 404 Permit if the scope of the project exceeds the Corps criteria for the use of Nationwide Permits. The **COUNTY** and the **ENGINEER** agree that a supplemental agreement may be negotiated and entered into to provide for this service and any compensatory mitigation that may be required based on the final scope of the project.
5. The **ENGINEER** will apply for and obtain a National Pollution Discharge Elimination System Permit to construct the proposed project.
6. The **ENGINEER** will prepare project notification letters to the:
  - a) U.S. Fish and Wildlife Services
  - b) Nebraska Game and Parks Commission
  - c) State Historic Preservation Office.
7. The **ENGINEER** shall provide surveying services for shim shots and calculate girder shims to provide to the contractor during construction .
8. During construction the **ENGINEER** will be available to resolve any construction problems due to design errors at its standard bill rates.

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

- A. The **ENGINEER** will complete the work as follows based on an anticipated notice to proceed date of March 20<sup>th</sup>, 2017.
  1. Topographic survey to be provided by the **COUNTY** on or before March 20<sup>th</sup>, 2017.
  2. Completion of preliminary design activities on or before April 10<sup>th</sup>, 2017.
  3. Presentation of preliminary plans to the **COUNTY** on or before April 10<sup>th</sup>, 2017.
    - a) The **ENGINEER** will be available for a Plan-In-Hand on site review of the plans with the **COUNTY** at this time.
  4. Completion of final design activities on or before May 1<sup>st</sup>, 2017.
  5. Presentation of 90% Plans to the **COUNTY** on or before May 1<sup>st</sup>, 2017.



6. Completion of wetland delineation on or before May 8<sup>th</sup>, 2017.
  7. Final package submitted to the **COUNTY** on or before May 15<sup>th</sup>, 2017. At this time, the **ENGINEER** will forward all documents required by this Agreement to the Lancaster County Engineer for review and approval.
  8. Submittal of applications for the floodplain permit and U.S. Army Corps of Engineers Section 404 Permit completed on or before May 15<sup>th</sup>, 2017.
- B. This completion time or period will not be extended because of any unwarranted or avoidable delay attributed to the **ENGINEER**.
- C. Amendments or changes in the scope of work which entail a significant increase in the number of man hours expended by the forces of the **ENGINEER** or any unavoidable delays caused by the **COUNTY** or other governmental agencies which are beyond the control of the **ENGINEER** may form the basis of the **COUNTY** granting an extension of time. In the event that the scope of work is altered as described above, the County Engineer and the **ENGINEER** will determine through negotiation the additional time period to be added to the Agreement. This Agreement may be amended only by a written instrument executed by both parties.

### III. OWNERSHIP OF ENGINEERING DOCUMENTS

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

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

- A. It is mutually agreed the services to be performed by the **ENGINEER** may not be assigned, sublet, or transferred without the written consent by the **COUNTY**. Any assignment without the **COUNTY'S** written consent shall be absolutely void.
- B. It is mutually agreed the **COUNTY** has the right to terminate this Agreement at any time upon written notice.
1. In the event the improvement is to be abandoned or indefinitely postponed; or
  2. Because of the **ENGINEER'S** disability or death; provided in any such case the **ENGINEER** shall be paid the reasonable value of his services rendered up to the time of termination as determined by the **COUNTY**.
- C. It is mutually agreed the services of the **ENGINEER** may be terminated by **COUNTY** upon written notice when, in the judgement of the **COUNTY**, such services are unsatisfactory or the **ENGINEER** has failed to abide by the conditions of this Agreement in all respects. In such cases,

the **ENGINEER** shall be paid the reasonable value of his services up to the time of termination as determined by the **COUNTY**.

- D. It is mutually agreed no material change in the scope of the work as set forth herein will be made unless provided for by a separate written supplemental agreement executed by the parties herein. Said supplemental agreement shall specify whatever adjustment of the **ENGINEER'S** fee is to be made.
- E. If any part of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

V. **GENERAL PROVISIONS**

- A. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
- B. The **ENGINEER** warrants he is not employed or retained by any company or person, other than a bona-fide employee working for the **ENGINEER**, to solicit or secure this Agreement, and he has not paid or agreed to pay any company or person, other than a bona-fide employee any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **COUNTY** shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- C. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the **ENGINEER** shall not be deemed to be employees of the **COUNTY**, and employees of the **COUNTY** shall not be deemed to be employees of the **ENGINEER**. The **ENGINEER** and the **COUNTY** shall be responsible to their respective employees for all salary and benefits. Neither the **ENGINEER'S** employees nor the **COUNTY'S** employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers'

compensation, sick leave or injury leave. Each party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable railroad insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

- D. The parties agree that the **ENGINEER**, its officers, employees and agents shall be available for any in-court testimony as requested by the Lancaster County Attorney's Office. The **ENGINEER** also agrees to make themselves, its officers, employees and agents available to attend any necessary meetings or conferences in preparation of testimony as requested by the Lancaster County Attorney's Office. Should the County Attorney's Office require conferences, meetings or in court testimony of the **ENGINEER**, its officers, employees or agents, the **ENGINEER** shall bill the **COUNTY** at its current standard billing rates.
- E. The **ENGINEER** further agrees he and his subcontractors, if any, will maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred, and to make such materials available at their respective office at all reasonable times during the Agreement period and for three (3) years thereafter from the date of final payment under the Agreement for inspection by the **COUNTY**. Copies of these records will be furnished by the **ENGINEER** to the **COUNTY**, if required.
- F. The **ENGINEER** hereby agrees to affix the seal of a registered professional engineer employed by the **ENGINEER** and licensed to practice in the state of Nebraska on all documents prepared hereunder.
- G. The **ENGINEER** further agrees not to employ personnel presently employed by the **COUNTY** or the State of Nebraska in an engineering capacity for work under this Agreement on either a full or part-time basis.
- H. The **ENGINEER** agrees to abide by the provisions of the Nebraska Fair Employment Practices Act of 1965, R.R.S. 1943, Sections 48-1101 through 48-1125 which is made a part of this Agreement and is included in this Agreement by this reference.
- I. **COUNTY'S** failure or neglect to enforce any of its rights under this Contract will not be deemed to be a waiver of **COUNTY'S** rights.
- J. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, **ENGINEER** agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. **ENGINEER** shall not discriminate against any employee or applicant for employment to be

employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A § 1324b. **ENGINEER** shall require any subcontractor to comply with the provisions of this section.

- K. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

VI. **FEES AND PAYMENTS**

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

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

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

a. Project Management, Meetings, QA/QC: .....	\$ 800.00
b. Bridge Deck Design.....	\$ 8,020.00
c. Roadway Design.....	\$ 3,940.00
d. Bridge Shims.....	\$ 745.00
e. Environmental and Permitting Services:.....	\$ 5,448.00
f. <b>TOTAL</b> .....	\$ 18,953.0

This fee will be considered due and payable in monthly invoices submitted by the **ENGINEER**.

- B. The **COUNTY** and the **ENGINEER** agree that a supplemental agreement may be negotiated and entered into to provide for the following services:
  - 1. USACE Individual Permit activities or approval.
  - 2. Geotechnical services.
  - 3. Wetland mitigation design.
  - 4. Detailed environmental studies including:
    - a) Historic.
    - b) Socioeconomic.
    - c) Threatened and endangered species.
    - d) Nesting.
    - e) Noise.
    - f) Alternative analysis.

VII. **INSURANCE**

- A. **ENGINEER** shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement. Deductible levels shall be provided in writing from the **ENGINEER's** insurer and will be no more than \$10,000.00 per occurrence.
- B. **Workers' Compensation** The **ENGINEER** shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The **ENGINEER** shall provide the County with an endorsement for waiver of subrogation. The **ENGINEER** shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.
- C. **Commercial General Liability** The **ENGINEER** shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the **ENGINEER** shall provide an additional insured endorsement acceptable to the County. The description of operations must state "Blanket coverage for all projects and operations of **ENGINEER**" or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.
- D. **Automobile Liability** The **ENGINEER** shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.
- E. **Professional Liability** Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by **ENGINEER** in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. **ENGINEER** shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act for which the **ENGINEER** is or could be liable.

- F. **Additional Insured** An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**
- G. **Certificates** The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the County within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.
- H. **Minimum Scope of Insurance** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.
- I. Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

EXHIBIT "A"

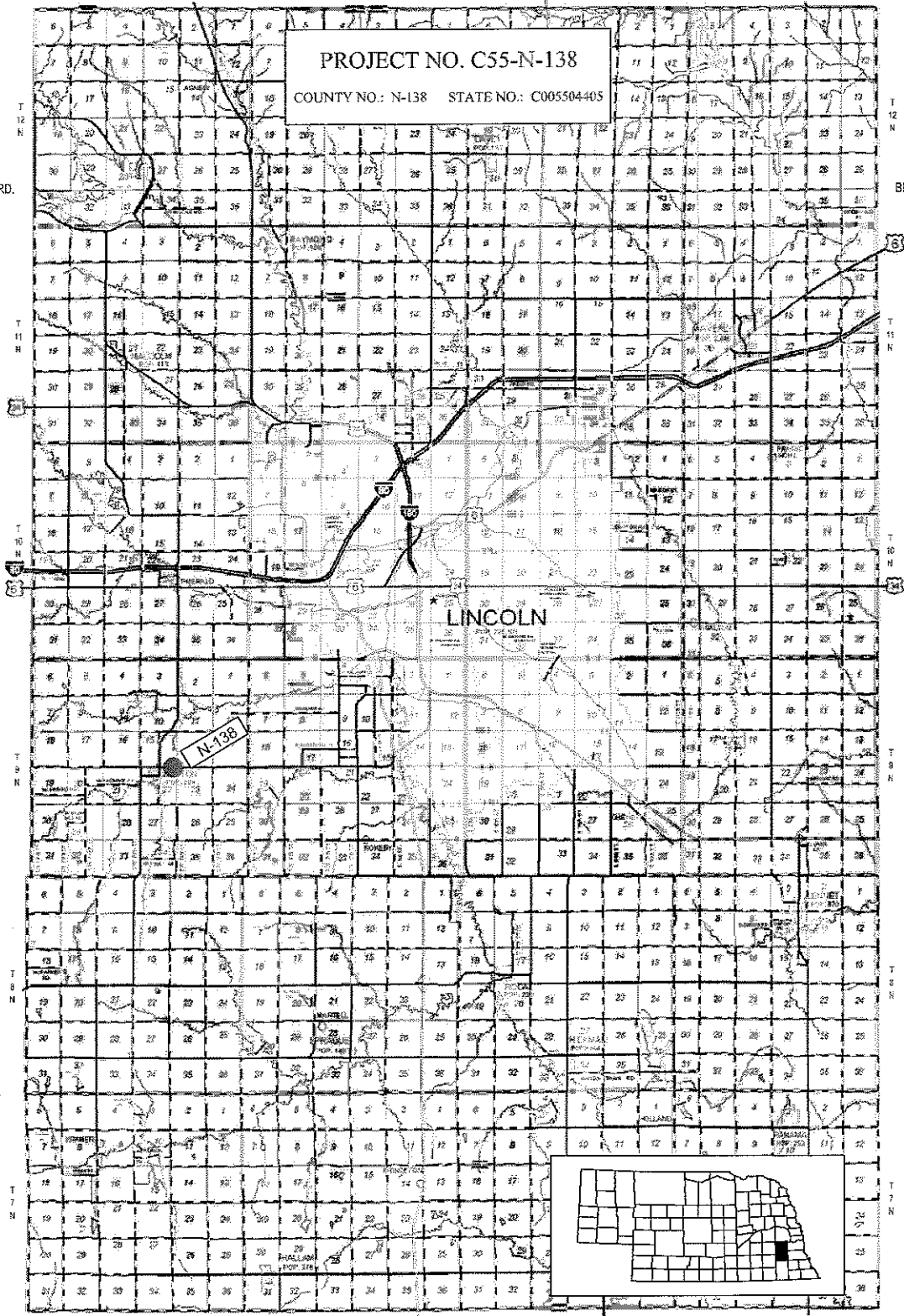
LANCASTER COUNTY, NEBRASKA



NO SCALE

NW 140TH ST. NW 126TH ST. NW 112TH ST. NW 106TH ST. NW 98TH ST. NW 84TH ST. NW 70TH ST. NW 58TH ST. NW 40TH ST. NW 27TH ST. NW 12TH ST. N. 1ST ST. N. 14TH ST. N. 27TH ST. N. 40TH ST. N. 58TH ST. N. 70TH ST. N. 84TH ST. N. 98TH ST. N. 112TH ST. N. 120TH ST. N. 134TH ST. N. 141ST ST. N. 148TH ST. N. 162ND ST. N. 176TH ST. N. 190TH ST.

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



ASHLAND RD.  
 LITTLE SALT RD.  
 AGNEW RD.  
 ROCK CREEK RD.  
 DAVEY RD.  
 BRANCHED OAK RD.  
 RAYMOND RD.  
 MILL RD.  
 WAVERLY RD.  
 BLUFF RD.  
 McKELVIE RD.  
 ALVO RD.  
 FLETCHER AV.  
 HAVELOCK AV.  
 ADAMS ST.  
 HOLDREGE ST.  
 'O' ST.  
 'A' ST.  
 VAN DORN ST.  
 PIONEERS BLVD.  
 OLD CHENEY RD.  
 PINE LAKE RD.  
 YANKEE HILL RD.  
 ROKEBY RD.  
 SALTILLO RD.  
 BENNET RD.  
 WITTSTRUCK RD.  
 ROCA RD.  
 MARTELL RD.  
 HICKMAN RD.  
 STAGECOACH RD.  
 PANAMA RD.  
 OLIVE CREEK RD.  
 PRINCETON RD.  
 PELLA RD.  
 FIRTH RD.  
 GAGE RD.

SW 142ND ST. SW 128TH ST. SW 114TH ST. SW 100TH ST. SW 86TH ST. SW 72ND ST. SW 58TH ST. SW 42ND ST. SW 28TH ST. SW 14TH ST. S. 12TH ST. S. 25TH ST. S. 39TH ST. S. 54TH ST. S. 68TH ST. S. 82ND ST. S. 96TH ST. S. 110TH ST. S. 120TH ST. S. 134TH ST. S. 148TH ST. S. 162ND ST. S. 176TH ST. S. 190TH ST.

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

EXECUTED by the ENGINEER this 8<sup>th</sup> day of March, 2017

Scott K Gilliland

Scott K Gilliland

Name & Title Managing Member

Infrastructure, LLC

Firm Name

6910 Pacific Street Suite 310

Address

Omaha

NE

68106-1046

City

State

Zip

EXECUTED by the COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANCASTER COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to form

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Deputy County Attorney





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Broadened Named Insured</li> <li>B. Incidental Medical Malpractice</li> <li>C. Reasonable Force – Bodily Injury Or Property Damage</li> <li>D. Non-Owned Watercraft – Increased To Up To 75 feet</li> <li>E. Aircraft Chartered With Crew</li> <li>F. Damage To Premises Rented To You</li> <li>G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</li> <li>H. Medical Payments – Increased Limit</li> <li>I. Increased Supplementary Payments</li> <li>J. Additional Insured – Owner, Manager Or Lessor Of Premises</li> </ul> | <ul style="list-style-type: none"> <li>K. Additional Insured – Lessor Of Leased Equipment</li> <li>L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</li> <li>M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</li> <li>N. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>O. Knowledge And Notice Of Occurrence Or Offense</li> <li>P. Unintentional Omission</li> <li>Q. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract</li> <li>R. Amended Insured Contract Definition – Railroad Easement</li> </ul> |
|---|--|

### PROVISIONS

#### A. BROADENED NAMED INSURED

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

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such additional organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

#### B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person.

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

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above

does not apply to any "bodily injury" arising out of any providing or failing to provide first aid or "Good Samaritan services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

- 5. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the

insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**

- 1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge;

- 2. The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge;

- 3. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for "bodily injury" that arises out of the use of a watercraft that you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

**E. AIRCRAFT CHARTERED WITH CREW**

- 1. The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with crew to any insured;



- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for use of an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**F. DAMAGE TO PREMISES RENTED TO YOU**

1. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

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 temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
  - (2) Explosion;
  - (3) Lightning;
  - (4) Smoke resulting from such fire, explosion, or lightning; or
  - (5) Water,
- is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

**G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION**

The following is added to Exclusion a., **Knowing Violation Of Rights Of Another**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

**H. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

**I. INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

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.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

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.

**J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES**

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

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an

insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you have signed that contract; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you under that written contract.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

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

Any person or organization that is an equipment lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is



committed, after you have signed that written contract; and

- b. Is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less; and
- b. The insurance provided to such equipment lessor does not apply:
  - (1) To any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after the equipment lease expires; or
  - (2) If the equipment is leased with an operator.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES**

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

**M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS**

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit with respect to operations performed by you or on your behalf is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

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

**N. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4.a. of SECTION II – WHO IS AN INSURED:

- a. Coverage under this provision is afforded only:
  - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
  - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organizations, if you report such organization in writing to us within 180 days after you acquire or form it.

**O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim Or Suit. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or of an offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust), or any "employee" (such as an insurance, loss control or risk manager or administrator) authorized by you to give notice of an "occurrence" or offense.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;
  - (ii) A manager of any limited liability company;
  - (iii) A trustee of any trust; or
  - (iv) An executive officer or director of any other organization;
 that is your partner, joint venture member, manager or trustee; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation, accident, or

health insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under the Coverage Part may apply.

**P. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., **Representations**, of SECTION IV - **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY WRITTEN CONTRACT**

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 injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a written contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract signed by you prior to loss.

**R. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.



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 organizations 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.



One Tower Square, Hartford, Connecticut 06183

COMMON POLICY DECLARATIONS  
OFFICE PAC  
BUSINESS:ENGINEERS PLAN

POLICY NO.: 680-7H479420-17-47  
ISSUE DATE: 01/05/2017

INSURING COMPANY:  
THE TRAVELERS INDEMNITY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

INFRASTRUCTURE, LLC  
6910 PACIFIC ST  
STE 310  
OMAHA NE 68106

2. POLICY PERIOD: From 03/01/2017 to 03/01/2018 12:01 A.M. Standard Time at your mailing address.

3. DESCRIPTION OF PREMISES:

PREM. LOC.	BLDG. NO.	OCCUPANCY	ADDRESS
001	001	ENGINEERS PLAN	(same as Mailing Address unless specified otherwise) 6910 PACIFIC ST STE 310 OMAHA NE 68106

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

COVERAGE PARTS and SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	TIA

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorse - ments for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
DIRECT BILL		

7. PREMIUM SUMMARY:

Provisional Premium	\$	745.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

THE HARRY A KOCH CO  
PO BOX 45279

COUNTERSIGNED BY:

OMAHA

NE 68145-0279

Authorized Representative

HL TO 19 02 05 (Page 1 of 01)

DATE: 01/05/2017

Office: PLAN A & E DOWN





One Tower Square, Hartford, Connecticut 06183

**BUSINESSOWNERS COVERAGE PART DECLARATIONS**

OFFICE PAC

POLICY NO.: 680-7H479420-17-47

ISSUE DATE: 01/05/2017

**INSURING COMPANY:**

THE TRAVELERS INDEMNITY COMPANY OF AMERICA

**POLICY PERIOD:**

From 03-01-17 to 03-01-18 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: LIMITED LIAB CORP

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

**COMMERCIAL GENERAL LIABILITY COVERAGE**

OCCURRENCE FORM	LIMITS OF INSURANCE
General Aggregate (except Products-Completed Operations Limit)	\$ 4,000,000
Products-completed Operations Aggregate Limit	\$ 4,000,000
Personal and Advertising Injury Limit	\$ 2,000,000
Each Occurrence Limit	\$ 2,000,000
Damage to Premises Rented to You	\$ 1,000,000
Medical Payments Limit (any one person)	\$ 5,000

**BUSINESSOWNERS PROPERTY COVERAGE**

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 500 per occurrence.  
 Building Glass: \$ 500 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

**ADDITIONAL COVERAGE:**

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

**SPECIAL PROVISIONS:**

**COMMERCIAL GENERAL LIABILITY COVERAGE  
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**



BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001

BUILDING NO.: 001

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUSINESS PERSONAL PROPERTY \$ *Replacement Cost	309,000	RC*	N/A	3.0%

COVERAGE EXTENSIONS:

Accounts Receivable	\$	25,000
Valuable Papers	\$	25,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

POLICY NUMBER: 680-7H479420-17-47

EFFECTIVE DATE: 03/01/2017

ISSUE DATE: 01/05/2017

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS

IL T0 19 02 05	COMMON POLICY DECLARATIONS
MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T0 25 02 05	SPECIAL PROVISIONS - LOSS PAYEE
CP 12 18 10 12	LOSS PAYABLE PROVISIONS
MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
MP P0 06 09 15	ARCHITECTS, ENGINEERS AND SURVEYORS PROPERTY ENHANCEMENT
MP P0 07 09 15	ARCHITECTS, ENGINEERS AND SURVEYORS FLOOD ENDORSEMENT
MP P0 08 09 15	ARCHITECTS, ENGINEERS AND SURVEYORS EARTHQUAKE ENDORSEMENT
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP T1 05 02 05	AMENDATORY PROVISIONS - OFFICES
MP T3 25 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS
CP 01 24 07 00	NEBRASKA CHANGES

COMMERCIAL GENERAL LIABILITY

CG D4 69 07 14	TOT AGG LIMIT OTHER THAN PROJECTS
CG T0 34 11 03	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 10 01
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03	AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD
CG D3 81 09 15	BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)
CG D4 71 01 15	AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY
GN 00 13 11 97	EXTENSION OF COVERAGE - BODILY INJURY
CG D2 03 12 97	AMEND - NON CUMULATION OF EACH OCC
CG D2 06 06 04	AMD OF EXPECTED OR INTENDED INJY EXL - ADD OF PROP DMGE TO EXC FOR RESNBLE FORCE
CG D3 79 01 16	ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND ENDORSEMENT
CG D4 13 04 08	AMEND COVG - POLLUTION-EQUIP EXCEPTION
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION

POLICY NUMBER: 680-7H479420-17-47

EFFECTIVE DATE: 03/01/2017

ISSUE DATE: 01/05/2017

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 05 14	MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS
CG D3 80 10 11	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D6 75 01 13	AMEND-WHO IS INS-ARCHIT/ENG/SURVEY ACTIV
CG D7 46 01 15	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
CG D7 97 01 16	AMENDMENT - OTHER INSURANCE CONDITION - ENGINEERS, ARCHITECTS OR SURVEYORS
CG D0 76 06 93	EXCLUSION - LEAD
CG D1 42 01 99	EXCLUSION - DISCRIMINATION
CG D2 42 01 02	EXCLUSION - WAR
CG T4 78 02 90	EXCLUSION - ASBESTOS

MULTIPLE SUBLINE ENDORSEMENTS

CG D4 09 04 08	AMENDMENT OF BODILY INJURY DEFINITION
CG D4 19 07 08	AMENDMENT OF PROPERTY DAMAGE DEFINITION
CG T3 33 11 03	LIMITATION WHEN TWO OR MORE POLICIES APPLY

INTERLINE ENDORSEMENTS

IL T4 00 12 09	DESIGNATED ENTITY - NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 05 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 01 22 09 07	NEBRASKA CHANGES - ACTUAL CASH VALUE
IL 01 64 07 02	NEBRASKA CHANGES - APPRAISAL
IL 02 59 09 07	NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL
IL T3 25 02 93	NEBRASKA CHANGES - APPRAISAL

POLICY HOLDER NOTICES

PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN U2 44 01 16	NOTICE OF CHANGE IN POLICY TERMS-A & E



ONE TOWER SQUARE  
HARTFORD, CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

CHANGE DOCUMENT WC 99 99 98 ( A)

POLICY NUMBER: (XNUB-3885T93-A-17)

CHANGE EFFECTIVE DATE: 03-09-17

NCCI CO CODE: 12610

INSURER: THE PHOENIX INSURANCE COMPANY

INSURED'S NAME: INFRASTRUCTURE, LLC

This change is issued by the Company or Companies that issued the policy and forms a part of the policy. It is agreed that the policy is amended as follows:

An absence of an entry in the premium spaces below means that the premium adjustment, if any, will be made at time of audit.

ADDITIONAL PREMIUM	\$	RETURN PREMIUM	\$
ADDITIONAL NON-PREMIUM	\$	RETURN NON-PREMIUM	\$

The following endorsement charge is added to the schedule:

STATE OF NE  
LOCATION 001 01

WAIVER OF SUBROGATION  
SEE ENDT WC 00 03 13 (00)-005

CLASSIFICATION	CODE	PREM. BASIS	RATE	ESTIMATED PRO RATA PREMIUM
SPECIFIC WAIVER	0930	0	0.0500	0

The following endorsements are added:

WC 00 03 13 (00)-005  
WC 89 06 14 (00)-002



DATE OF ISSUE: 03-10-17      JM CHANGE NO:002      PAGE 001      OF LAST  
POL. EFF. DATE: 03-01-17      POL. EXP. DATE: 03-01-18  
OFFICE: A&E RETAIL      20V  
PRODUCER: THE HARRY A KOCH CO      CFR94







WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 89 06 14 (00) - 002

POLICY NUMBER: (XNUB-3885T93-A-17)

**POLICY INFORMATION PAGE  
ENDORSEMENT**

Item 3.D. Endorsement numbers is changed to read:

"See Change Document or Information Page Schedule"



ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

DATE OF ISSUE: 03-10-17

ST ASSIGN:



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-05

POLICY NUMBER: (XNUB-3885T93-A-17)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

CITY OF LINCOLN AND/OR CITY OF  
LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
555 S 10TH STR  
LINCOLN NE 68508



DATE OF ISSUE: 03-10-17

ST ASSIGN: