



# PROPOSAL

March 21, 2017

County City Property Mng.  
920 O St Rm 203  
Lincoln, Ne. 68508

Attn: Don Killeen  
Off. 402 441 7355  
Re: Asbestos survey for "Building Sale"  
Project Location: Trabert Hall

Proposal for survey of building for asbestos materials, quantity estimates and locations. Cost is Not To Exceed \$3000.00.

NOTES:

- 1) All work will be done in accordance with all applicable laws and regulations.
- 2) GL, WC, and Auto insurances at \$1.0 mil., included.
- 3) Work will be scheduled after receiving Notice to Proceed.
- 4) For Performance/Payment bond, add 3.0%.
- 5) Regular work hours are 7:00am -5:30pm, Monday through Thursday.

Bob Bourke  
Tue Mar 21 2017 10:35:27

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Acceptance Signature and Date

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Bockmann, Inc., hereinafter referred to as "the Contractor," and the County of Lancaster, Nebraska, hereinafter referred to as "the County." Collectively the County and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, the County desires to hire a firm to prepare an asbestos Survey at the property located at 2202 S. 11<sup>th</sup> Street., Lincoln, Nebraska, commonly referred to as Trabert Hall ("the Property");

WHEREAS, the Contractor is qualified with the necessary skills, expertise, and experience to meet those needs; and

WHEREAS, the County and the Contractor desire to set forth their understanding in writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1) The Term of this Agreement shall be from the date of execution by both Parties through the date of Contractor's completion of the Survey for the Property and its submission to the County, but in no event shall the Agreement remain in effect later than eight weeks from the date of execution by both Parties.

2) The purpose of this Agreement is for the Contractor to prepare a Survey of the Property and to submit the Survey to the County.

3) The Contractor shall provide the Services outlined in the Contractor's Proposal, attached hereto as Attachment A, and incorporated herein by this reference.

4) The County shall provide Contractor with reasonable access to the Property.

5) Compensation: In exchange for Contractor's performing all of the Services and other duties provided for in this Agreement, the County shall pay the Contractor in an amount not to exceed Three Thousand Dollars (\$3,000.00). Within 30 days of delivery of the completed Survey to County, Contractor shall submit an invoice for reimbursement to County. County shall pay Contractor within 30 days of receipt of the invoice for reimbursement.

The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including, but not limited to, vacation, overtime, retirement benefits, workers' compensation insurance, and unemployment insurance. The County shall not be responsible for compensating Contractor for any instruction not actually provided, or for any additional Contractor expenses whatsoever.

6) Independent Contractor: It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor'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. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.

7) Assignment: Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.

8) Hold Harmless: Contractor shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Contractor, its employees, agents, or representatives, either directly or indirectly employed by them. This Section 8 will not require Contractor to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County.

9) Severability: If any portion of the 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.

10) Equal Employment Opportunity: In connection with the carrying out of the activities provided herein, the Contractor shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance, or any other basis prohibited by applicable state or federal law.

11) Termination: This Agreement may be terminated at any time by either Party giving thirty (30) days written notice. Should the Contractor breach this Agreement, the County will notify the Contractor of the breach in writing and the Contractor will have ten (10) days to cure. If the breach is not cured within ten (10) days, the County may, at its discretion, terminate the contract immediately upon written notice to the Contractor.

12) Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

13) Insurance. The Contractor 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 Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work pursuant to this Agreement 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 Contractor's insurer and will be no more than \$25,000.00 per occurrence.

a) **Workers' Compensation.** The Contractor 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 Contractor shall provide the County with an endorsement for waiver of subrogation. The Contractor 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.

b) **Commercial General Liability.** The Contractor 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 \$1,000,000 Aggregate. The Contractor shall provide an additional insured endorsement acceptable to the County, and approval shall not be unreasonably withheld.

c) **Automobile Liability.** The Contractor shall provide proof of Automobile coverage, which shall include: Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

e) **Additional Insured.** An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement (CG20 10), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis.

f) **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. 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.

g) **Minimum Scope of Insurance.** 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.

h) **Sovereign Immunity.** Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

14) During the term of this Agreement, the Contractor shall perform all services in accordance with the established and applicable standards and in accordance with applicable state and local laws.

15) All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to the Department of Community Corrections or the Contractor at the address set forth below or such other address as either may specify hereafter in writing:

County:

Lancaster County  
c/o Don Killeen  
555 South 10<sup>th</sup> Street  
Lincoln, Nebraska 68508

Contractor:

Bockmann, Inc.  
c/o Bob Bourke  
1420 Centerpark Road  
Lincoln, Nebraska 68512

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

16) **Entire Agreement:** The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior Contracts, agreements and negotiations between the Parties whether verbal or written.

17) **Forbearance Not Waiver:** County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

EXECUTED this 24<sup>TH</sup> day of MARCH, 2017, by Contractor.

BY: BOCKMANN INC

NAME: BOB BOUCE

TITLE: PROJECT MNG



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Lancaster County, Nebraska.

BY: \_\_\_\_\_

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Deputy County Attorney for  
JOE KELLY, County Attorney

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

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
04/06/2017

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

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

PRODUCER Assurance Brokers Ltd. 2236 Mason Lane Ballwin, MO 63021 Ralph McQuiggan	CONTACT NAME: <b>Ralph McQuiggan</b>	
	PHONE (A/C, No, Ext): <b>314-821-6560</b>	FAX (A/C, No): <b>314-821-5779</b>
INSURED <b>Bockmann Inc</b> <b>1420 Centerpark Road</b> <b>Lincoln, NE 68512</b>	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Arch Specialty Insurance Co</b>	
	INSURER B : <b>Arch Specialty Insurance Co</b>	
	INSURER C : <b>Columbia National Insurance</b>	
	INSURER D :	
	INSURER E :	
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ASBESTOS/LEAD <input checked="" type="checkbox"/> POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	12 EMP 05682 00 MOLD PROFESSIONAL	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Poll/Prof \$ 1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAPNE0000016749	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		12 EMX 05683 00	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	EBWCC00140-00	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

LANCASTER COUNTY IS LISTED AS ADDITIONAL INSURED.

Project #: 20170188

Project Location: 2202 South 11th St, Lincoln NE

Project: Trabert Hall Asbestos Survey

**CERTIFICATE HOLDER**

LANCAST

LANCASTER COUNTY  
555 SOUTH 10TH STREET  
LINCOLN, NE 68508**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

**ADDITIONAL INSURED ENDORSEMENT  
COVERAGES A & B (ONGOING OPERATIONS ONLY)**

This endorsement modifies insurance provided under the **Environmental Multiline Policy**

In consideration of the premium charged, it is hereby agreed that Section III - WHO IS AN INSURED is amended to include as an Additional Insured the person or organization shown in the schedule below as respects Coverages A. and B., but only with respect to liability arising out of your ongoing operations performed by you or on your behalf for that Additional Insured and not caused by or arising out of the actual or alleged independent liability of said Additional Insured.

The entities scheduled below are covered under this Policy only for Limits of Insurance up to but not exceeding the amount required by the written contract with you and subject to the Limits of Insurance of this Policy.

**SCHEDULE**

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US. THE WRITTEN CONTRACT MUST BE EFFECTIVE PRIOR TO THE DATE OF THE LOSS OCCURRENCE.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 13

Policy Number: 12 EMP 05682 00

Named Insured: BOCKMANN, INC. & EDUCATION INSTITUTE, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 12/31/2016

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

**ADDITIONAL INSURED/ PRIMARY COVERAGE  
INCLUDING COMPLETED OPERATIONS (COVERAGES A, B, D & F)**

This endorsement modifies insurance provided under the **Environmental Multiline Policy**

It is agreed that Section III - WHO IS AN INSURED is amended to include the following:

Under Coverages A,B,D and F the person or organization shown in the schedule below shall be an Additional Insured, but only to the extent liability arises out of YOUR WORK for that Additional Insured and not due to any actual or alleged Independent liability of said Additional Insured.

This Endorsement does not apply to BODILY INJURY or PROPERTY DAMAGE arising out of the sole negligence or willful conduct of, or for defects in design furnished by the Additional Insured.

With respect to the coverage afforded to the Additional Insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent or on any other basis.

This Endorsement does not increase the Company's limits of liability as specified in the Declarations of this policy.

**Additional Insured:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US. THE WRITTEN CONTRACT MUST BE EFFECTIVE PRIOR TO THE DATE OF THE LOSS OCCURRENCE

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:12

Policy Number: 12 EMP 05682 00

Named Insured: BOCKMANN, INC. & EDUCATION INSTITUTE, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 12/31/2016

POLICY NUMBER: EBWCC0014000

**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 anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US. THE WRITTEN CONTRACT MUST BE EFFECTIVE PRIOR TO THE DATE OF THE LOSS OCCURRENCE.**

**THIS ENDORSEMENT DOES NOT APPLY IN STATES WHERE CONTRACTUAL PROVISIONS PURPORTING TO WAIVE SUBROGATION RIGHTS IS AGAINST PUBLIC POLICY OR RULE OF LAW. WAIVER OF SUBROGATION IS NOT ALLOWED IN KS, NH, NJ, KY AND IN MO FOR CONSTRUCTION RISKS.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-31-16** Policy No. **EBWCC0014000**

Endorsement No.

Insured **BOCKMANN, INC.**

Premium \$ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By \_\_\_\_\_

DATE OF ISSUE: **12-29-16**  
**WC 00 03 13**  
(Ed. 4-84)