

**INTERLOCAL AGREEMENT FOR
South Salt Creek Watershed Master Plan Project No. 4
Stream Stability Project,
County Bridge 0-37 Protection Project, and
Sanitary Sewer Siphon and Trunk Line Project**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the Lower Platte South Natural Resources District, hereinafter referred to as "District", the County of Lancaster, Nebraska, hereinafter referred to as "County," and the City of Lincoln, Nebraska, hereinafter referred to as "City", hereinafter collectively individually referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

RECITALS

WHEREAS, the State or any local government may exercise any of its powers or perform any of its functions jointly or in cooperation with any other governmental entity as authorized by Article XV § 18 of the Nebraska Constitution. Any two or more public agencies (county, city, village, school district, agency of the State government, or political subdivision of this State) are authorized by *Neb. Rev. Stat.* §§ 13-801 to 13-827 to enter into Interlocal Agreements with one another for joint or cooperative action for any power or powers, privileges or authorities exercised or capable of being exercised individually by such public agencies; and

WHEREAS, the County is responsible for providing improvements to and the maintenance of County roads, bridges, and other drainage structures within Lancaster County; and

WHEREAS, the District pursuant to *Neb. Rev. Stat.* § 2-3229, has, among other agencies, the authority to develop and execute plans, facilities, works and programs which includes, among

others "(1) erosion prevention and control" and "(2) prevention of damage from flood water and sediment"; and

WHEREAS, the City is needing to expand the sanitary sewer collection system across Wilderness Park adjacent to Old Cheney Road to further development on the West edge of the City of Lincoln; and

WHEREAS, the District and City jointly prepared the South Salt Creek Watershed Master Plan ("Master Plan"), dated January of 2015; and

WHEREAS, the Master Plan identified several projects that will stabilize streams within the South Salt Creek Watershed; and

WHEREAS, the District and City plan to construct South Salt Creek Watershed Master Plan Project No. 4 (as shown in Exhibit "A"), hereinafter be referred to as the "Project" to be constructed near Lancaster County Bridge 0-37, located on Old Cheney Road at Salt Creek; and

WHEREAS, the District has hired an engineering firm to design, assist in bidding, and oversee the construction of the stream stability project portion of the Project; the County has also identified a need to protect the Old Cheney Bridge over Salt Creek and has hired the same engineering firm to design and oversee the construction of the bridge protection project; and

WHEREAS, the City has hired a separate engineering firm to design, bid, and oversee construction of the sanitary sewer trunk line and siphon project portion along the North side of Old Cheney Road, including across Salt Creek; and

WHEREAS, the Parties wish to coordinate the stream stabilization, sanitary sewer trunk line, and bridge protection projects and authorize the City to bid out the construction to one contractor; and

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants

contained herein, it is agreed between the Parties as follows:

1. The objectives and purposes of this Agreement are to carry out the public powers, duties and obligations of the Parties with respect to the construction, operation and maintenance of the Project as provided in paragraph 6 herein;

2. In order to attain the objectives and purposes of this Interlocal Agreement, each Party shall perform the applicable provisions of this Agreement in good faith and shall cooperate with the other Party where possible;

3. This Interlocal Agreement shall become effective and binding upon its approval by appropriate action of the governing bodies of the Parties pursuant to *Neb. Rev. Stat.* § 13-804(2) and execution by the Parties;

4. Each Party hereby agrees to participate with the other Party to this Interlocal Agreement in the conduct of the activities hereinafter described;

5. The term of this Interlocal Agreement shall be five (5) years from the date of its adoption by the Parties and may be further extended by the mutual written agreement of the Parties pursuant to Paragraph 18 of this Agreement. This Interlocal Agreement shall survive a transition of the form of government of a Party from one form to another;

6. South Salt Creek Stream Stability Project No. 4 and Bridge (0-37) Protection and Sanitary Sewer Siphon Project. The work proposed at this site consists of the construction of a stream stabilization structure and bridge protection project and sanitary sewer siphon installation, as indicated on the design plan (Exhibit "B"), hereinafter collectively referred to as the "Work." With respect to these projects;

(a) The County agrees to:

- i. Furnish the plans for the bridge protection project at no cost to the District and City;
 - ii. Furnish the construction engineering services (surveying, staking, inspection, and supervision) for the bridge protection project construction at no cost to the District and City;
 - iii. Grant the easements to the District and City and its Contractor(s) necessary for the Work, operation, and maintenance on County property at no cost to the District or City, including the easements required for the installation of the proposed and future sanitary sewer trunk line(s);
 - iv. Allow the District and City and its Contractor(s) to use the existing right-of-way and easements to perform the Work at no cost to the District or City, which shall include the closing of Old Cheney Road for purposes of proposed and future project construction;
 - v. Work with the District and City (project lead) to review the bids received; agree to the contractor(s) hired by the District and City; and to pay the cost of the bridge protection project;
 - vi. Upon completion of the construction of the Work provide reimbursement to the City for the bridge protection project portion of the Work within 30 days of receipt of an invoice; and
 - vii. Maintain the bridge protection project once the Work is completed by the contractor(s) at no cost to the District according to the maintenance delineation in Exhibit "C". The County will maintain everything under and upstream of the bridge.
- (b) The District agrees to:
- i. Provide necessary easement exhibits for County land necessary for the stream stabilization structure at no cost to the County;
 - ii. Obtain any permits necessary to complete the bridge protection, sanitary sewer and siphon, and stream stabilization projects, except for the permit agreed to be obtained by the City from the Nebraska Department of Environmental Quality ("NDEQ") in Section 6(c)(ii) of this Agreement;
 - iii. Furnish the plans for the stream stabilization project at no cost to the County and City, for incorporation into the City's construction plans;
 - iv. Provide necessary information to the City to bid the work for the bridge protection and stream stabilization project constructed together with the

sanitary sewer and siphon project and assist in administering the construction contract for all projects;

- v. Furnish the construction engineering (surveying, staking, inspection, and supervision) for the stream stabilization project's construction contract at no cost to the County and City;
- vi. Maintain the stream stabilization project once completed at no cost to the County according to the maintenance delineation in Exhibit "C". The District will maintain everything downstream of the downstream bridge face;
- vii. Upon completion of the construction of the Work provide reimbursement to the City for 50-percent of the stream bank protection, including the revegetation (erosion control, seeding and mulching, shrubs, trees, etc.) planting project portion of the Work within 30 days of receipt of an invoice; and.
- viii. The District will bill the City for 50-percent of the engineering fees for the stream stability project.

(c) The City agrees to:

- i. Provide necessary easement exhibits for County property necessary for the sanitary sewer trunk line and siphon at no cost to the County, and the County will provide said easements;
- ii. Obtain any NDEQ construction permits necessary to complete the siphon construction;
- iii. Bid the work for the bridge protection, sanitary sewer siphon and stream stabilization project construction and administer the construction contract for the projects at no cost to the County and District;
- iv. Furnish the construction engineering (surveying, staking, inspection, and supervision) for the sanitary sewer siphon construction contract at no cost to the County and District;
- v. Provide payment of the bridge protection, stream stabilization and siphon construction projects to the contractor;
- vi. Upon completion of the projects, bill the District for 50-percent of the stream stability project, and bill the County for 100-percent of the bridge protection project;
- vii. Bid the tree removal of the project at no cost to the County and District, which will fulfill the obligation of the sanitary sewer trunk line and siphon's portion

of park restoration.; and

- viii. The City agrees to reimburse the District for 50-percent of the engineering fees for the stream stability project.

7. Independent Contractor. It is the express intent of the Parties that this Agreement shall in no way create any employer-employee relationship. Employees of the District, County and City shall not be deemed to be employees of each other. The District, County, and City shall be responsible to their respective employees for all salaries and benefits. Neither the District's, County's or City's employees shall be entitled to any salary or wages from any other Party, nor shall the Parties respective employees be entitled to any benefits made to their employees, including but not limited to, overtime, vacation, retirement benefits, workers compensation, sick leave or injury leave. The District, County, and City shall be responsible for maintaining Worker's Compensation Insurance and Unemployment Insurance for its employees, and for payment of all Federal, State, local and any other payroll taxes with respect to its employees' compensation.

8. Assignment. Neither the District, County or City shall assign its duties and responsibilities under this Agreement without the express written permission of the other Party to this agreement. It is expressly understood and agreed to by the Parties that the District may contract the services outlined herein.

9. Construction Area Control. To the extent permitted by law, the County relinquishes control of the Project's construction area to the District, City and its Contractors during the period of the construction. The placement of barricades in the area of construction will be the responsibility of the Contractor. This shall include placement of construction equipment and any obstacles which are created as a result of the construction project. To the extent permitted by law, the Contractor expressly accepts control of the construction area; such

control shall include, but not be limited to, barricades, road crossing, construction equipment, and any obstacles created during construction of the Project.

10. Hold Harmless. Each Party agrees to save 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 negligent or wrongful 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.

11. Subcontractors. The City agrees to require any contractors or subcontractors, providing services under this Agreement, to indemnify and hold the District and County harmless to the same extent and as provided in Section 10 of this Agreement.

12. Severability. If any portion 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.

13. Equal Employment Opportunity. In connection with the carrying out of the

activities provided herein, neither the District, County or City, shall discriminate against a bidder or employee because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

14. The City further agrees that it shall require its contractors or subcontractors, providing services under this Agreement, to agree to the following clause by including it in its contractor and subcontractor agreements:

Independent Contractor. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the Parties that the designated staff shall at all times continue to be employees of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from the City, District, or the County or to any benefits made to City, District, or County employees, including but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

15. The City shall require any contractors or subcontractors, providing services under this Agreement, to agree to the insurance clause to be used for all City contracts, as

provided in Exhibit "D" attached hereto and incorporated by this reference.

16. The Contractor shall not commence work under this Agreement until it has obtained all insurance required pursuant Exhibit "D" and has provided the District, County and City, with a Certificate of Insurance showing the specific limits of insurance required by Exhibit "D" and showing the District, County and City as additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide the District, County and City thirty (30) days-notice of cancellation, non-renewal of any material reduction of insurance coverage.

17. It is expressly understood by each Party that budgetary or fund limitations may limit their ability to comply with all or part of this Agreement. If any Party experiences budgetary or fund limitations which interferes with their ability to comply with all or part of this Agreement, such Party will immediately notify the other Parties and the Parties shall in good faith mutually decide how they will proceed to fulfill their obligations under this agreement.

18. 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.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date opposite their signatures by their authorized representatives.

City of Lincoln

Dated this _____ day of _____, 2018.

Approved as to Form & Legality:

Law Department

Chris Beutler, Mayor

Public Works and Utilities Department

Finance Department

Lancaster County

Dated this _____ day of _____, 2018.

Approved as to Form & Legality:


Patrick Condon, County Attorney

Todd Wiltgen, Chair
Lancaster County Board of Commissioners

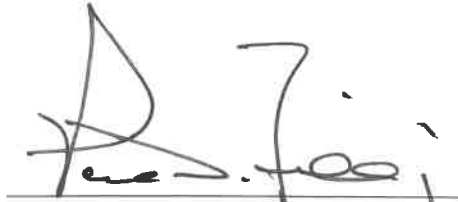
Lower Platte South Natural Resources District

Dated this 31ST day of MAY, 2018.

Approved as to Form & Legality:



Steven Seglin, Attorney for the District



Paul Zillig, General Manager

EXHIBIT A

7.4.4 Project SSC-4: Grade Control on Main Stem SCR020 at Old Cheney Rd Bridge

Problem description: A knickpoint on the main stem SCR020 is located at the Old Cheney Rd Bridge (County Structure O-37) west of the Old Cheney Rd and Hunts intersection. Past incision has exposed Old Cheney Rd Bridge piers and the stream banks downstream of the bridge are eroding.



Figure 7-12: Old Cheney Rd Bridge Piers Exposed

Recommendation: Recommend constructing a grade control and stilling basin with associated bank stabilization immediately downstream of the bridge to protect the bridge piers by preventing the knickpoint from propagating upstream. An evaluation of the bridge piers stability and any subsequent structure rehabilitation or replacement necessary to stabilize the structure is also included in this recommendation. City GIS contour data indicates the channel flowline at elevation immediately upstream of the knickpoint at the bridge is 1,146 feet AMSL.

Impact to Special Areas and Water Quality: This project is located in Salt Valley Corridor, Wilderness Park, and on the edge of a woodland. Consideration during design and construction should be provided to minimize disturbance to these special areas and reduce impacts to water quality to the greatest extent practical.

Estimated Project Cost: \$437,000

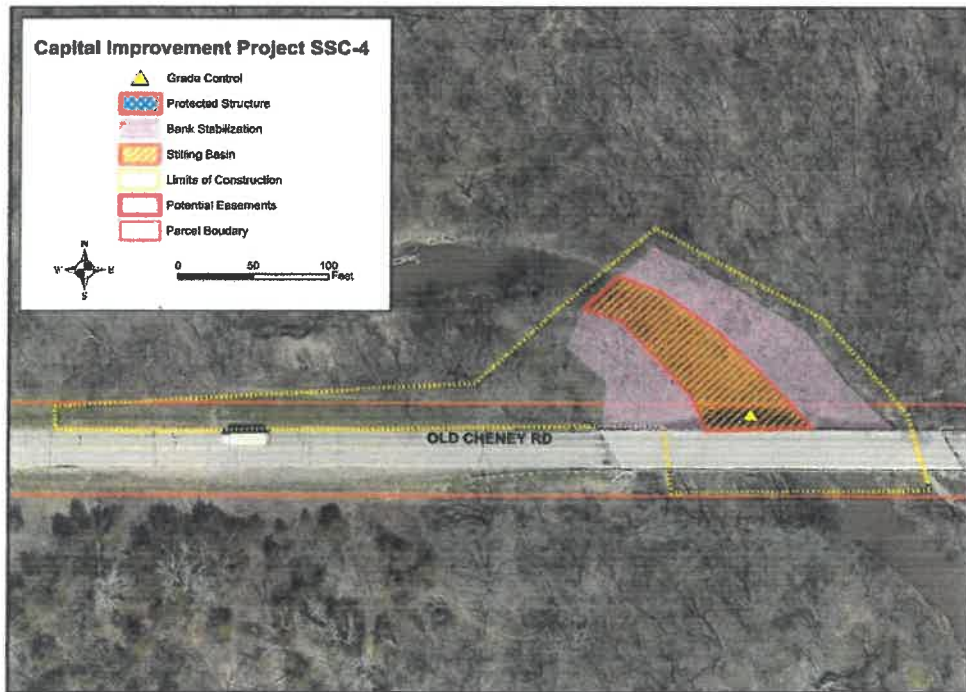
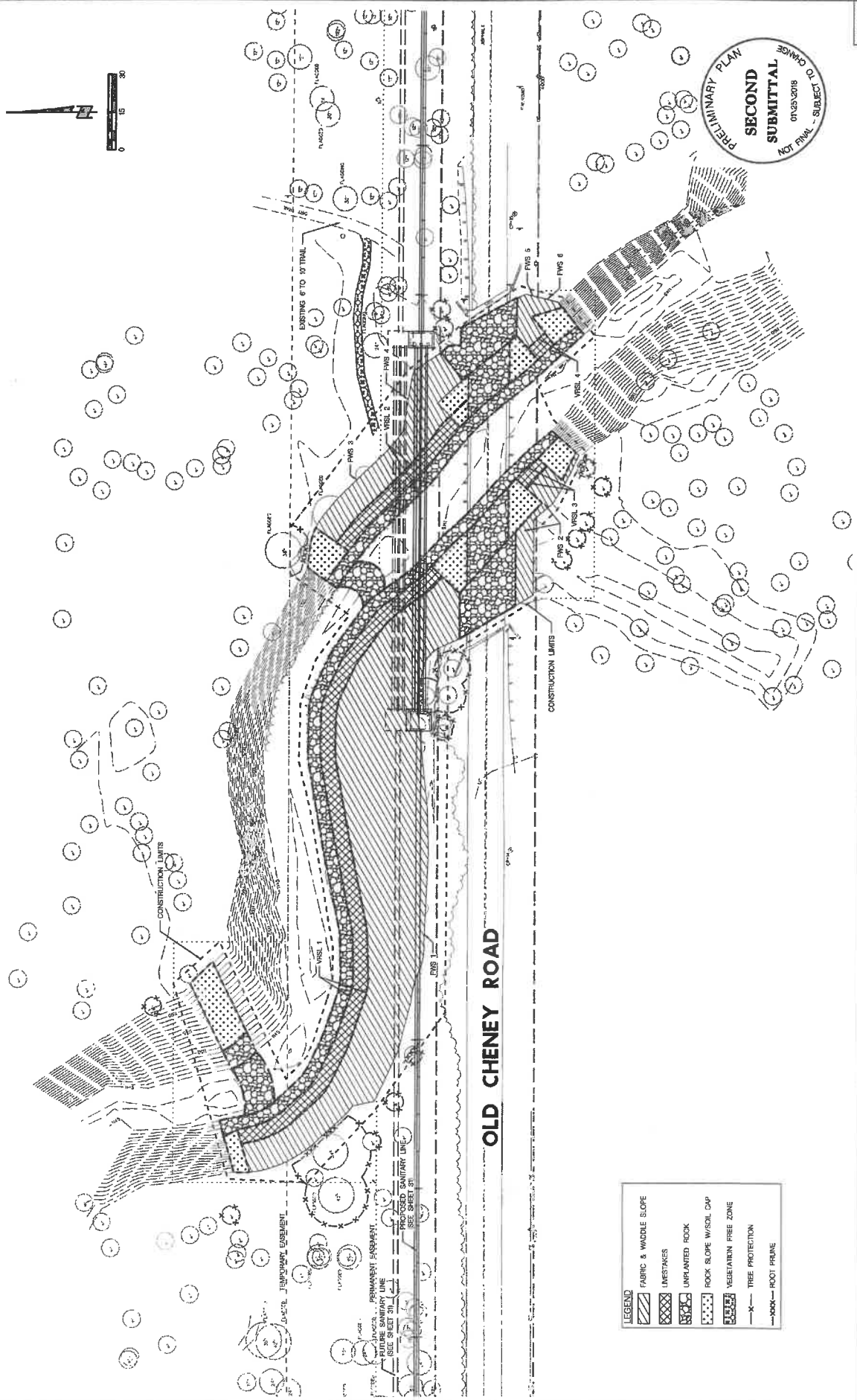


Figure 7-13: Conceptual Layout of SSC-4

EXHIBIT B

00-Y-000

<p>INTUITION LOGIC PROJECT NO. 167</p>	<p>LINCOLN PUBLIC WORKS AND UTILITIES</p>	<p>LOWER PLATE SOUTH NATIONAL RECREATION DISTRICT</p>	<p>LANCASTER IRRIGATION CO.</p>	<p>PROJECT NO. 167</p>
				<p>SHEET NO. 28</p>



PRELIMINARY PLAN
SECOND SUBMITTAL
01/23/2018
NOT FINAL - SUBJECT TO CHANGE

LEGEND	
	FABRIC & WATTLE SLOPE
	UNPLANTED ROCK
	ROCK SLOPE W/SHAL DAP
	VEGETATION FREE ZONE
	TREE PROTECTION
	ROOT PROTECTION

000-A-00



PROJECT 4 - MAINTENANCE EXHIBIT

 PROPERTY LINES  LPSNRD  LANCASTER COUNTY



1" = 200'

EXHIBIT D

December 2016

INSURANCE INSTRUCTIONS AND EXAMPLES

The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission recently updated the insurance requirements for services conducted on the premises. Please note that coverage amounts and other terms are now consistent for all three entities. Vendors must now provide a minimum of a Certificate of Accord and Endorsement for Additional Insured completed as shown in the attached Example documents. All companies which are not exempt from Workers Compensation Insurance must also complete an endorsement as shown. Please make special note of the following:

Certificate of Liability Insurance

must be completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed. All other information including coverage amounts must also be completed as listed in the INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION CONTRACTS document. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

Additional Insured Endorsement

completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed in this section. The Vendors Company Name and Policy Number must be completed by the Insurer in the space provided. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

Workers Compensation Endorsement -

completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed in this section. The Vendors Company Name, Policy Number and other information requested at the bottom of the page must be completed by the Insurer in the space provided. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

If you or your insurance carriers have questions regarding these requirements, please email Brianne at bcrooks@lincoln.ne.gov or call 402-441-7417.

Thank you.
City/County Purchasing

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND
PUBLIC BUILDING COMMISSION CONTRACTS**

1. Insurance: Coverage

The contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, 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 City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Agreement. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$10,000.00 per occurrence.

1.1 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 City/County/PBC 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.

1.2 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 \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The description of operations must state "Blanket coverage for all projects and operations of Contractor" or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.3 Automobile Liability

The Contractor 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.

1.4 Builder's Risk Insurance (Required only if appropriate)

The Contractor shall purchase and maintain property insurance upon the entire work at the site as provided by Contract, unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. In the event the Contractor procures the builder's risk policy herein, the Contractor shall provide an endorsement to the City/County/PBC, in a form approved by the City/County/PBC demonstrating additional insured coverage for the City/County/PBC. Approval of such endorsement shall not be unreasonably withheld by the City/County/PBC.

**Coverage required whenever work under contract involves construction or repair of a building structure or bridge.*

1.4.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

To the extent provided in the Contract, the Contractor and its Subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

1.5 Pollution Liability (Required only if appropriate)

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**Coverage required whenever work under contract involves pollution risk to the environment.*

1.6 Professional Liability (Required only if appropriate)

Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor 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 Contractor.

**Required whenever service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.*

1.7 Railroad Contractual Liability Insurance (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing. Contractual Liability Endorsement (ISO® form CG24170196 or newer) must be provided. The Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad.

1.7.1 Railroad Protective Liability (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.8 Errors and Omissions: Professional Liability: Cyber Insurance (Required only if appropriate)

The Contractor shall maintain in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for the City/County/PBC or on behalf of the City/County/PBC hereunder. Contractor's policy should also include network risk / cyber coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense). Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement. The City/County/PBC shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

2. Additional Insured

An Additional Insured endorsement shall be provided to City/County/PBC naming City/County/PBC 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 City/County/PBC being secondary or excess.

3. 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 City/County/PBC 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 City/County/PBC to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

4. Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

To the extent provided in the Contract, the Contractor and its Subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even

though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

5. Risk of Loss

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

6. Umbrella or Excess Liability

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

7. 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.

8. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

9. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

10. Sovereign Immunity

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	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	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Lancaster County is listed as additionally insured.

CERTIFICATE HOLDER

CANCELLATION

Lancaster County
555 South 10th Street
Lincoln, NE 68508

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Lancaster County

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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

Lancaster County

Example

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 Insured

Effective Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____