

**ENGINEERING AGREEMENT FOR
WETLAND DELINEATION AND PERMITTING SERVICES
FOR LANCASTER COUNTY ENGINEERING DEPARTMENT PROJECT NO 18-15 ENVIRONMENTAL
PERMITTING FOR THE REPLACEMENT OF COUNTY BRIDGE F-88**

THIS AGREEMENT entered into this _____ day of June, 2018, by and between **FELSBURG, HOLT AND ULLEVIG**, 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 wetland delineation survey and permitting for the replacement of structure F-88 located on N. 14th St. 2,465 ft. South of W Mill Rd in Section 11/12, Township 11 North, Range 6 East, of the 6th 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 SERVICES (see Exhibit "B" attached)

The bridge site is adjacent to the Helmuth/Pheasants Forever property to the west, and the Capital City Horse and Pony Club to the east. Salt Creek Tiber Beetle critical habitat is mapped in the project vicinity.

This project requires (see Exhibit "C" attached):

- Approximately 0.3 acres of property from the Helmuth/Pheasants Forever parcel which was placed in a conservation easement with the NRCS;
- Approximately 4 acres of disturbance to surrounding property;
- Approximately 0.003 acres of PEMA/C wetland impacts for excavation of the road, and 0.166 acres of PEMA/C riverine floodplain wetlands for fill and riprap material; and
- 0.051 acres and 168 feet of channel impacts.

In addition to the bridge replacement, the project includes construction of a sheet pile and riprap weir (as well as an access drive for the weir) at stream grade elevation downstream of the

bridge to prevent channel incision from progressing upstream. The weir is a component of the City/County Watershed Master Plan for the Little Salt Creek basin.

II. TIME OF BEGINNING AND COMPLETION OF THE WORK

1. The **ENGINEER** agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope. The **ENGINEER** will complete the work as follows:
 - Conduct Kick off meeting with County and NGPC June 2018
 - Conduct Pre-application Meeting with USACE June 2018
 - Receipt of Limits of Construction from the **COUNTY** June 2018
 - Conduct Wetland Delineation June 2018
 - Submit Wetland Delineation Report to County July 2018
 - Submit 404 Permit Application to USACE August 2018
 - Submit Preliminary Draft EA to County August 2018
 - Submit Revised Preliminary Draft EA to NGPC September 2018
 - Submit Draft EA to NGPC for submittal to USFWS October 2018
2. The **ENGINEER** shall furnish all necessary equipment, tools, machinery, apparatus, and other means to do all work and to furnish all materials and labor necessary to complete the work in accordance with these provisions; to commence said work upon notice-to-proceed estimated to be given on Tuesday, April 24, 2018 and to submit the 404 Permit Application to the USACE on or before August 7, 2018
3. The **ENGINEER** may begin work on the contract before the date specified herein provided such a change is acceptable to the **COUNTY**, and that the **ENGINEER** has obtained written permission to do so.
4. Preliminary Draft EA shall be submitted to the **COUNTY** on or before August 21, 2018. At this time, the **ENGINEER** will forward all documents required by this Agreement to the Lancaster County Engineer for review and approval.
5. This completion time or period will not be extended because of any unwarranted or avoidable delay attributed to the **ENGINEER**.

6. 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** 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. **COUNTY** authorized changes in the scope of work, which increase or decrease work hours or services required of the **ENGINEER**, will provide the basis for a change of time and/or changes to the **ENGINEER**'s fee.

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. To the fullest extent permitted by law the **ENGINEER** shall indemnify, defend, and hold harmless the **COUNTY**, 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 this Agreement, 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 **ENGINEER**, 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 **ENGINEER** 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 **COUNTY**.
- B. The **ENGINEER** warrants the **ENGINEER** has 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 the **ENGINEER** 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 the **ENGINEER** and its 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 of \$24,928.00 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. Lump Sum to include:

Draft EA Document and Revisions	\$4,440
Environmental Setting	\$250
Agricultural/Farmland Impacts	\$250
Wetland Delineation and Report	\$4,380
USACE Section 404 Permit	\$3,220
Threatened and Endangered Species	\$3,220
Floodplains	\$250
Water Quality Impacts	\$250
Impact to Recreational Areas and Public Lands	\$250
Construction Impacts	\$250
Historical/Cultural Resources (Section 106)	\$250
Cumulative Impacts	\$250
Agency Coordination	\$250
Meetings	\$1,950
Quality Assurance/Quality Control	\$2,360
Project Management	\$2,500
Other Expenses	\$608
Total	\$24,928

These fees will be considered due and payable in monthly invoices submitted by the ENGINEER.

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. 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.**
- 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 **ENGINEER** shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the **ENGINEER** 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 **ENGINEER** 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**.

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 6th day of June, 2018.

Amy Zlotzky
Signature

Amy Zlotzky, Principal
Name and Title

Felsburg Holt & Ullevig
Firm Name

321 South 9th Street
Address

Lincoln NE 68508
City State Zip

EXECUTED by the **COUNTY** this _____ day of _____, 20_____.

LANCASTER COUNTY BOARD OF COMMISSIONERS

Approved as to form

This _____ day of _____, 20 _____.

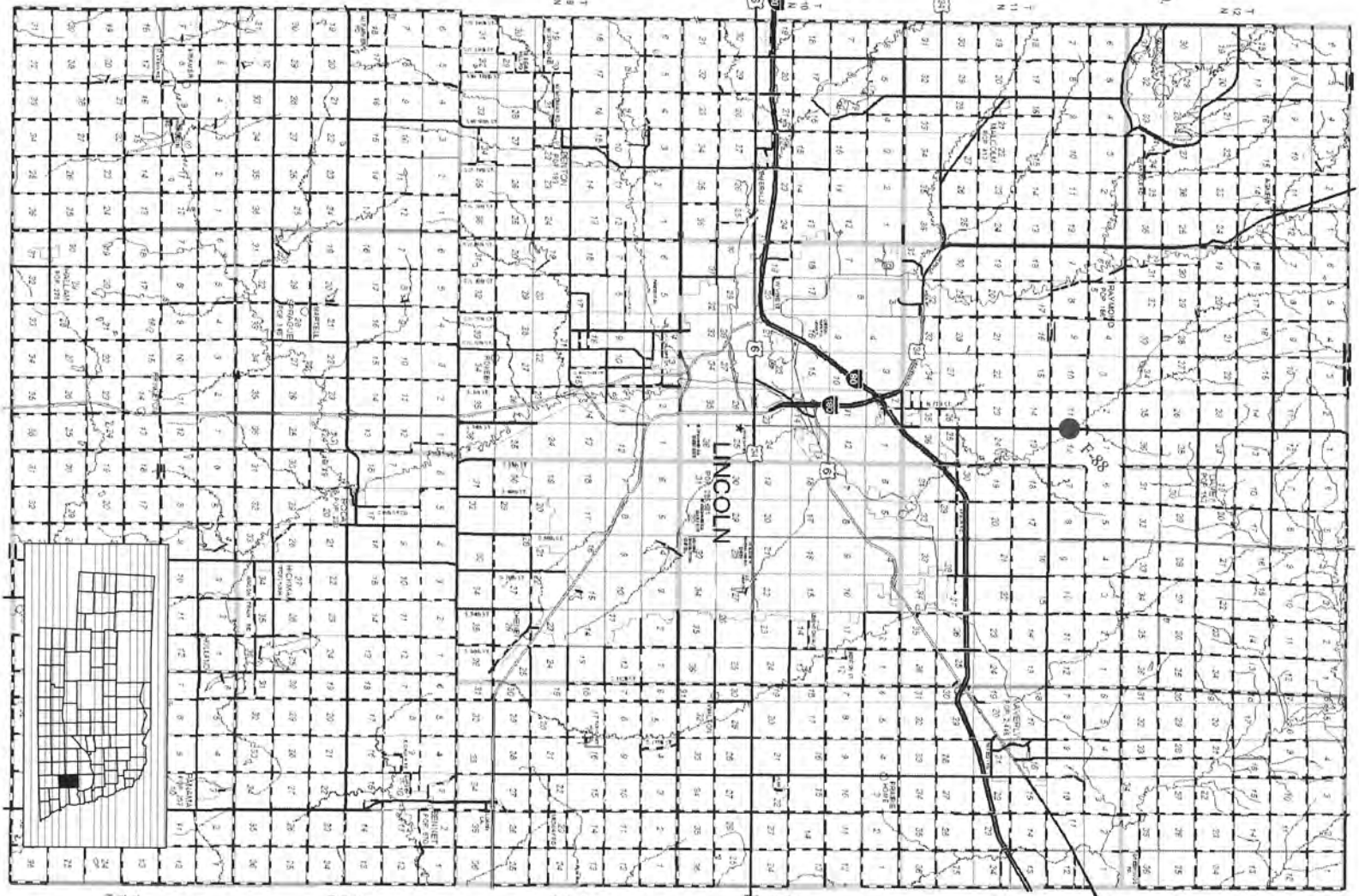
Deputy County Attorney



LANCASTER COUNTY, NEBRASKA

- NO SCALE
- 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. BENNETT RD.
- W. WITT STRUCK RD.
- W. ROCKA 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.

- NW 140TH ST.
- NW 128TH ST.
- NW 112TH ST.
- NW 105TH ST.
- NW 98TH ST.
- NW 84TH ST.
- NW 70TH ST.
- NW 56TH ST.
- NW 40TH ST.
- NW 27TH ST.
- NW 12TH ST.
- N. 1ST ST.
- N. 14TH ST.
- N. 27TH ST.
- N. 40TH ST.
- N. 56TH 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.



- 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.
- HANVELOCK 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.
- BENNETT RD.
- WITTSTRUCK RD.
- ROCKA 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 29TH ST.
- SW 14TH ST.
- SW 2ND ST.
- S. 12TH ST.
- S. 25TH ST.
- S. 38TH 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.

Exhibit "B"

SCOPE OF SERVICES

Environmental Assessment for the F-88 Bridge Replacement Lancaster County, Nebraska

Background. Lancaster County is tasked to prepare an Environmental Assessment to satisfy requirements of the Nebraska Game and Park Commission's Realty Division for transfer to the County of property acquired with grant funds from the US Fish and Wildlife Service Division of Wildlife and Sport Fish Restoration. The property is required by Lancaster County for construction and replacement of the F-88 bridge over Little Salt Creek at North 14th Street. In addition to the bridge replacement, the project includes construction of a sheet pile and riprap weir (as well as an access drive for the weir) at stream grade elevation downstream of the bridge to prevent channel incision from progressing upstream. The weir is a component of the City/County Watershed Master Plan for the Little Salt Creek basin.

The bridge project is adjacent to the Helmuth/Pheasants Forever property to the west, and the Capital City Horse and Pony Club to the east. Salt Creek Tiger Beetle critical habitat is mapped in the project vicinity. The Lancaster County project requires:

- Approximately 0.3 acres of property from the Helmuth/Pheasants Forever parcel which was placed in a conservation easement with the NRCS;
- Approximately 4 acres of disturbance to surrounding property;
- Approximately 0.003 acres of PEMA/C wetland impacts for excavation of the road, and 0.166 acres of PEMA/C riverine floodplain wetlands for fill and riprap material; and
- 0.051 acres and 168 feet of channel impacts.

While much background work was previously conducted for the project, most of the effort is dated and must be revisited and revised. Based on the previous projects, it is our understanding that FWS and NGPC would handle public involvement and preparation of the Final EA document. For the project, FHU recommends the following Scope of Services.

1. Preparation of an Environmental Assessment (EA) Document

The Environmental Consultant (Consultant) shall assess how the human environment will be affected by the property disposal for permanent and temporary easements needed for construction and replacement of the F-88 bridge over Little Salt Creek at North 14th Street. The EA will contain a discussion of the following general topics:

1. Purpose and need for the property disposal.
2. Discussion of the alternatives considered and reasons why they were eliminated or carried forward for further analysis. The analysis will include a no-build alternative and up to 3 build alternatives to demonstrate minimization of impacts.
3. Description of the proposed action.
4. Discussion of the affected environment and environmental consequences, including discussion of the environmental setting, resources eliminated from further evaluation, relevant resources, and indirect and cumulative impacts. Due to the rural location and presence of adjacent natural areas, it is assumed that the focus will be on resources such as wetlands, fish & wildlife, endangered species, parks and recreational areas, and cultural resources. Resources expected to be eliminated from further evaluation are noise, air quality, socio-economic resources, environmental justice, and hazardous materials. Should these be required, the Consultant would prepare a supplement.

5. Proposed mitigation.
6. Coordination with agencies and other persons consulted
7. Findings, including a draft Finding of No Significant Impact (FONSI)
8. Project maps, resource reports and other supplemental information such as agency correspondence.

The focus will be on the important impacts and issues with less important areas only briefly discussed. Items not discussed will be identified. Based on the extent of adverse impacts, mitigation measures will be identified, as required. Detailed mitigation plans with specific criteria and associated monitoring activities are outside the scope of this study.

Preliminary Draft EA. The Consultant shall prepare a first version of the Preliminary Draft EA document to be submitted electronically to the County for review.

Revised Preliminary Draft EA. The Consultant shall address County comments and revise the document. The document will be submitted electronically for County submittal to NGPC.

Draft EA. The Consultant will make revisions based on NGPC comments. The document will be submitted electronically for NGPC submittal to USFWS. In our experience, all further comments and edits have been made by USFWS using the electronic version of the document.

Final EA. Should comments be received back from USFWS (they have not previously been received), this work would be considered out of scope and the Consultant would request a supplement based on the nature of the comments.

2. Environmental Setting

The document will contain a brief description of the geology, topography, drainage, vegetation/habitat, and land uses of the study area. This section will be prepared using available mapping, aerial photographs and limited site inspections.

3. Agricultural/Farmland Impacts

Background. Coordination with NRCS in 2009 indicated that the project would have no effect on prime or important farmlands and USDA Form NRCS-CPA-106 was not required.

Coordination Letter. Due to the length of time since this coordination, it is recommended that a letter be sent to NRCS to reconfirm the 2009 findings. Results will be summarized in the EA.

4. Wetlands

Background. A wetland delineation was conducted in 2010; however, a new delineation will be required since it has been more than 5 years since the field work was completed.

Delineation. The Consultant shall conduct a delineation of wetlands and waters of the US (regardless of isolation or jurisdictional status) according to the 1987 Corps Wetland Delineation Manual and NDOR Memorandum on Qualifications and Documentation Requirements for LPA Project Wetlands Reviews.

The delineation shall include (a) ground level photographs, (b) documentation of wetlands on Corps Wetland Determination Data Sheets (using the Midwest Regional Supplements), and (c) identification and characterization of other waters of the US (streams, lakes, ponds, pits or other impoundments), including delineation of the ordinary high water mark (OHWM) if present and determination of USGS Hydrologic Code and water regime. Field data collection shall be accomplished during the growing season, generally between 1 May and 1 November.

Delineation of wetlands shall be performed using transect methods with at least one sample point in the wetland and one in upland at each upland/wetland interface. Wetlands shall be identified according to the Cowardin classification and Nebraska Wetland Subclass. Water regime (perennial, intermittent, ephemeral, etc.) will be based on best professional judgment and published resources (7.5 minute Topographic Map, County Soil Survey, National Hydrography Data Set, etc). Consultant shall take digital ground photos and use GPS to locate wetland boundaries and observation point locations. Consultant shall use a sub-meter accuracy GPS, to map all wetland and/or stream channel boundaries, photo points and data points.

The Consultant shall plot the data on aerial photographs with the roadway alignment and stationing. Data will include wetland boundaries, wetland types, waters of the US (OHWM) and location of data collection points and photographs. Map scale will be drawn to a scale no smaller than 1-inch = 200-feet.

The delineation data will be organized in to a clearly written Wetland Delineation Report. Findings will be summarized in the EA.

5. USACE Section 404 Permit

Background. A permit application package was submitted to USACE in 2012, and the project was authorized in 2012 under Nationwide 14 Permit No. 2012-02349-WEH. At that time, mitigation was required consisting of 0.166 acres of PEMA/C floodplain depressional wetlands from the Lincoln/Lancaster County Wetland Bank. This permit expired in November 2014 and a new permit will need to be obtained.

Pre-Application Meeting. The Consultant shall arrange for and conduct a pre-application meeting with the USACE, the County, and their Design Consultant to discuss the wetland delineation and other issues relating to fill and disturbance impacts. Consultant shall prepare and distribute minutes.

Section 404 Nationwide Permit Application Package. Consultant shall prepare a Section 404 Permit Application Package consisting of the Section 404 Permit Application, Wetland Delineation Report, and Plan Sheets from the Design Consultant showing impacts to wetlands and waters. The package shall include a complete project description, documentation of impacts to all wetlands and waters of the US, and wetland and stream channel mitigation. Should an Individual Permit be required, a supplement to this agreement would be requested to cover the additional work required for USACE and NDEQ (coordination with NDEQ for Title 117/Section 401 water quality certification).

Jurisdictional Determination (JD) from the USACE. Depending on findings, it may be advisable for the Consultant to request USACE to make a Preliminary and/or Final JD decision. The JD request would consist of the Consultant's submittal of either a preliminary wetland determination or a final delineation, along with a cover letter requesting the JD.

Agency Coordination. Consultant shall coordinate USACE in writing or personal contact documented in a telephone memo or meeting notes. Consultants shall provide additional information, answer questions, and attend and conduct a meeting, if necessary.

6. Threatened and Endangered Species

Background. Coordination with USFWS in 2012 indicated that the project would have no effect on federally listed species or their critical habitat. Coordination with NGPC in 2012 indicated that with agreed upon conservation conditions, the project was unlikely to adversely affect state or federally protected species. Project files also indicate that the project site was examined in 2002 by UNL entomologists Steve Spomer and William Allgeier who state that the North 14th site did not appear to have potential for Salt Creek tiger beetle populations. Due to the amount of time transpired and a change in the designated Critical Habitat for the Salt Creek tiger beetle in 2013, further consultation with USFWS and NGPC will be required.

Biological Evaluation. The Consultant will utilize the Nebraska Conservation and Environmental Review Tool (CERT) to initiate the evaluation process. A meeting with USFWS and NGPC will assist in the effect analysis and identification of conservation measures. It is expected that a Biological Evaluation (BE) will be required to complete the review process. The BE will include the project description, species and critical habitat descriptions, habitat impacts (via an activity checklist), effect analysis, and conservation measures. Should additional evaluation be requested by FWS, a supplement to this agreement would be requested to cover the additional work.

The review and consultation findings will be summarized in the EA.

7. Floodplains

Background. A flood plain permit was previously acquired for the project in 2012 from the City/County Building & Safety Division. It is unclear if the issued permit is still applicable. Should a new permit be required, the County or the Design Consultant would prepare a Floodplain Certification Package. The County or Design Consultant will provide the Environmental Consultant with a copy of the Floodplain Certification so it may be attached to the EA.

8. Water Quality Impacts

Background. NPDES General Permit authorization was previously acquired for the project in 2012 from NDEQ. It is unclear if the issued permit is still applicable. Should a new permit be required, the County or the Design Consultant will prepare and submit required materials. The County or Design Consultant will provide the Environmental Consultant with a copy of the authorization/letter so it may be attached to the EA. The Consultant shall summarize the potential impact of erosion and sedimentation from construction of the project and shall include best management practices into the EA.

Summary of Resources. The Consultant shall compile information from existing data regarding water sources in the project study area including. The Consultant will review and verify stream, lake and special resource classifications, and identify any water bodies on the State list of impaired waters. Information will be summarized in the EA.

9. Impacts to Recreational Areas and Public Lands

Background. The bridge project is adjacent to the Helmuth/Pheasants Forever property to the west, and the Capital City Horse and Pony Club to the east. The project will require approximately 0.3 acres of property from the Helmuth/Pheasants Forever parcel which was purchased with grant funds from the US Fish and Wildlife Service Division of Wildlife and Sport Fish Restoration and placed in a conservation easement with the NRCS; thereby requiring preparation of this NEPA document. Evaluation of Section 4(f) is not required because the project does not include Federal-aid. According to NGPC, there are no Section 6(f) properties in the area.

Evaluation of Resources. The Consultant shall identify existing and planned recreational areas and public lands in the environmental study area and determine potential project impacts.

10. Construction Impacts

Evaluation of Short-Term Impacts. The Consultant will discuss potential adverse impacts associated with construction activities (air, noise, water, detours, safety, etc.).

11. Historical/Cultural Resources (Section 106)

Background. Coordination with the NeSHPO was conducted in 2012. At that time, NeSHPO indicated that it was their opinion that the project would have no effect on cultural resources.

Coordination. Although we do not expect any change, we recommend sending a new coordination letter to reverify the situation due to the time that has elapsed. Should additional work be required, we would request a supplement to the existing agreement.

12. Cumulative Impacts

The Consultant shall summarize the cumulative impacts of this project along with other area projects. Should additional evaluation be requested by FWS, a supplement to this agreement would be requested to cover the additional work.

13. Agency Coordination

The EA will include a section documenting coordination with agencies and the public, and a section listing all mitigation items identified throughout the DEA.

14. Meetings

We anticipate up to 3 meetings may be required in Lincoln with Lancaster County and/or NGPC, including a kick-off meeting and document review meeting. Minutes will be prepared and distributed to the participants.

15. QA/QC

The Consultant shall conduct Senior Technical Reviews on all reports for accuracy and compliance. Documents will also be reviewed by an FHU Document Editor for consistency, format and grammar. The Consultant will submit to the County evidence that documents have had quality control review.

16. Project Management Activities

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare project correspondence with the County; and maintain project records. Monthly Progress Reports shall be prepared and submitted to the County.

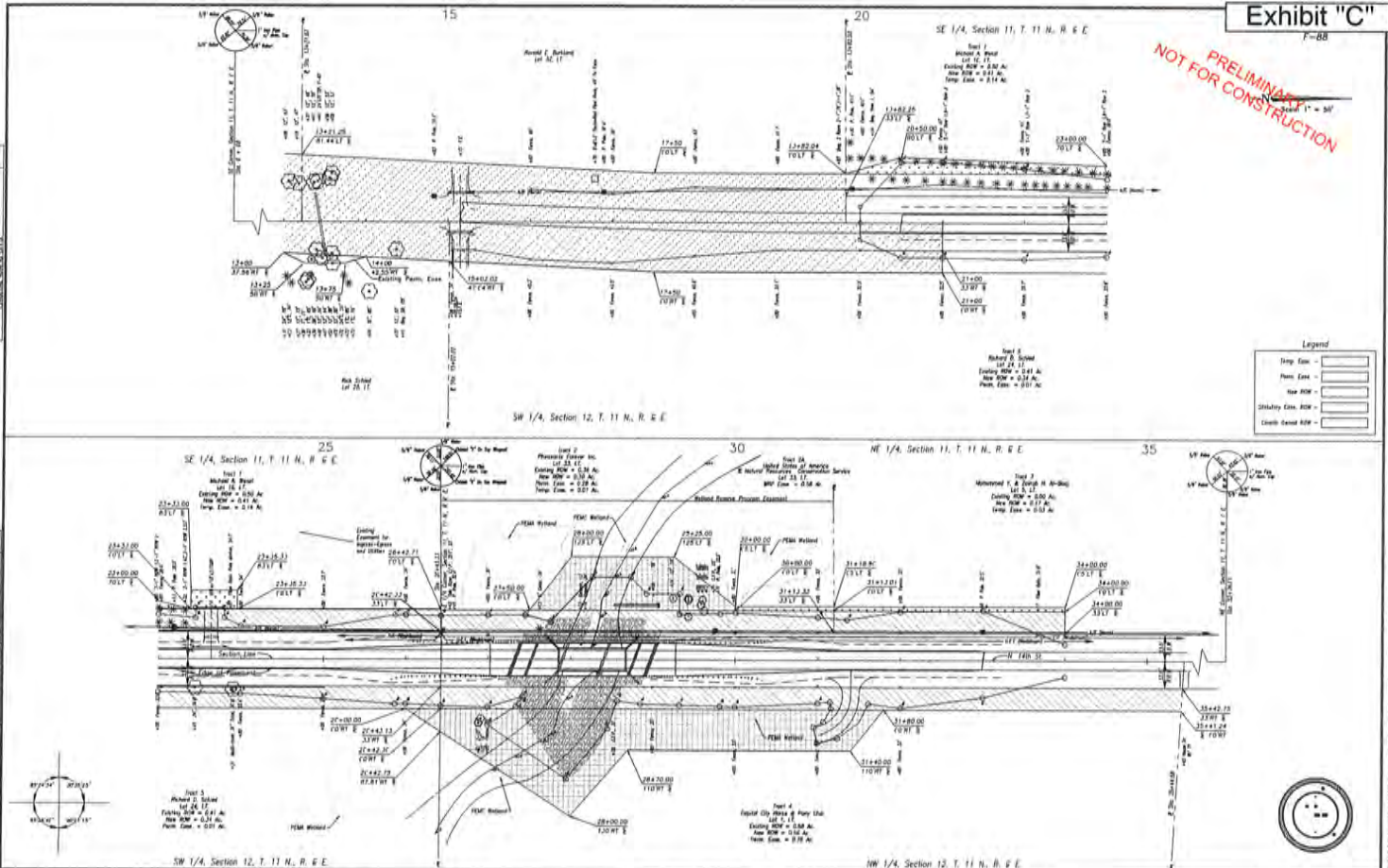
Final Deliverables. Consultant will prepare final deliverables and submit to the County the electronic files and hard copies of all materials.

17. Schedule. We understand that the County is planning for summer 2019 construction. To meet this milestone, we propose the following schedule.

Conduct Kick off meeting with County and NGPC	May	2018
Conduct Pre-application Meeting with USACE	May	2018
Receipt of Limits of Construction from Design Engineer	June	2018
Conduct Wetland Delineation	June	2018
Submit Wetland Delineation Report to County	July	2018
Submit 404 Permit Application to USACE	August	2018
Submit Preliminary Draft EA to County	August	2018
Submit Revised Preliminary Draft EA to NGPC	September	2018
Submit Draft EA to NGPC for submittal to USFWS	October	2018
Construction Start	Summer	2019

Exhibit "C"
F-88

PRELIMINARY
NOT FOR CONSTRUCTION



Legend

Imp. Eas.	---
Perm. Eas.	---
Gas Eas.	---
Water Eas.	---
Sewer Eas.	---
Utility Eas.	---

LANCASTER COUNTY ENGINEERING DEPARTMENT

F:\Engineer\41\p\Bldg CAD (Dwg)\F-88P-88 ROW.DWG, Model: 12/15/2017 1:48:38 PM

THIS DOCUMENT IS SPECIALLY PREPARED AND SEALED BY USUAL DEPARTMENT EXACTLY ON... THIS ITEM WILL NOT BE CONSIDERED A LEGAL DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2018

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 USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood CO 80155	CONTACT NAME: PHONE (A/C. No. Ext): 800-873-8500		FAX (A/C. No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Charter Oak Fire Insurance Company			25615
INSURER B : Travelers Indemnity Company			25658
INSURER C : Farmington Casualty Company			41483
INSURER D : XL Specialty Insurance Company			37885
INSURER E : Phoenix Insurance Company			25623
INSURER F :			

INSURED FELSBHOL
 Felsburg Holt & Ullevig, Inc.
 6300 S. Syracuse Way, #600
 Centennial CO 80111

COVERAGES

CERTIFICATE NUMBER: 1108008976

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.

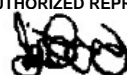
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6802J252902	6/21/2017	6/21/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA3008L260	6/21/2017	6/21/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<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	Y	Y	CUP6540Y22A	6/21/2017	6/21/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		Y	UB4281T356	6/21/2017	6/21/2018	<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
D	Professional Liab incl Pollution Claims Made		Y	DPR9914986	6/21/2017	6/21/2018	Per Claim	\$2,000,000
							Annual Aggregate	\$5,000,000
							Ded. Per Claim	\$100,000

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County c/o Larry L. Legg 444 Cherry Creek Road, Bldg C Lincoln NE 68528	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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ADDITIONAL REMARKS SCHEDULE

AGENCY USI Colorado, LLC Prof Liab		NAMED INSURED Felsburg Holt & Ullevig, Inc. 6300 S. Syracuse Way, #600 Centennial CO 80111	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insured: Lancaster County, Nebraska, its agents, employees and representatives
 The certificate of insurance provides for at least thirty (30) days' firm written notice in the event of cancellation.
 Project: Environmental Assessment and Permitting for the F-88 Bridge in Lancaster County, NE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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 the 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"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|--|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:



COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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 lim-

its 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

COMMERCIAL GENERAL LIABILITY

available to the additional insured when that person or organization is an additional insured under any other insurance.

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 be-

fore, 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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER:

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:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
COMPLETED A WRITTEN AGREEMENT TO PROVIDE THIS WAIVER.

DATE OF ISSUE:

ST ASSIGN:

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POLICY NUMBER: BA-3008L260-17-GRP
EFFECTIVE DATE: 06-21-17
ISSUE DATE: 07-11-17

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

IL T0 02 11 89 COMMON POLICY DECLARATIONS
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07 COMMON POLICY CONDITIONS

COMMERCIAL AUTOMOBILE

CA T0 01 02 15 BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA T0 02 02 15 BA COVERAGE PART DECS (ITEM 3)
CA T0 03 02 15 BA COVERAGE PART DECS (ITEMS 4 & 5)
CA T0 30 02 16 BA/AD/MC COV PART SUPPL SCH - ITEM TWO
CA T0 31 02 15 TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13 BUSINESS AUTO COVERAGE FORM
CA T4 20 02 15 AUTO COVERAGE PLUS ENDORSEMENT
CA T4 59 02 15 AMENDMENT OF EMPLOYEE DEFINITION
CA T4 61 11 10 BROAD FORM NAMED INSURED
CA 01 13 10 13 COLORADO CHANGES
CA 01 56 11 13 NEBRASKA CHANGES
CA 04 40 10 13 COLORADO AUTO MEDICAL PAYMENTS COVERAGE
CA 20 01 10 13 LESSOR - ADDL INSURED AND LOSS PAYEE
CA 20 70 10 01 COV FOR CERT OPER IN CONNECTION WITH RR
CA 21 50 10 13 CO UI MOTORISTS COVERAGE - BODILY INJURY
CA 21 70 10 13 NE UM AND UIM COVERAGE
CA 99 35 11 13 NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE
CA T3 68 01 04 HIRED CAR-WORLDWIDE COV TERRITORY
CA T3 69 01 04 ADD'L COND-UNINTENTIONAL ERRORS/OMISS
CA T3 74 02 99 HIRED AUTO PHYSICAL DAMAGE-LOSS OF USE
CA 02 21 10 13 NEBRASKA CHANGES - CANCELLATION

INTERLINE ENDORSEMENTS

IL T4 00 12 09 DESIGNATED ENTITY-C/NR PROVIDED BY US
IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 05 02 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 25 11 13 COLORADO CHANGES - CIVIL UNION
IL 01 69 09 07 CO CHANGES CONCEAL MISREP OR FRAUD
IL 02 28 09 07 CO CHANGES-CANCELLATION AND NONRENEWAL
IL T3 05 07 15 INSURER AMENDMENT ENDORSEMENT
IL T0 10 12 86 LENDERS CERTIFICATE OF INSURANCE-FORM A

POLICY NUMBER: 680-2J252902-17-47

EFFECTIVE DATE: 06/21/2017

ISSUE DATE: 07/11/2017

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
IL T0 20 02 05	ADDITIONAL LOCATIONS
IL T3 20 09 97	EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

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 07 03 97	PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED LOCATIONS AND RESTAURANTS
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
CP 01 97 11 05	IOWA - STANDARD FIRE POLICY PROVISIONS

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 20 37 07 04	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03	AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD
CG D3 61 03 05	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORG
CG D3 81 09 15	BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D3 82 09 15 SCHEDULED ADDITIONAL INSURED (ARCHITECTS, ENGINEERS
AND SURVEYORS)
CG D4 71 01 15 AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING
INJURY LIABILITY
CG D2 03 12 97 AMEND - NON CUMULATION OF EACH OCC
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
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

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93 EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS
CG T0 43 01 16 TABLE OF CONTENTS - EMPLOYEE BENEFITS LIABILITY
COVERAGE FORM
CG T1 01 01 16 EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
CG F8 87 01 16 COLORADO CHANGES - EBL

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

COMMERCIAL INLAND MARINE

CM T0 05 01 98 CONTRACTOR'S EQUIPMENT COVERAGE - DECLARATIONS
CM T0 11 08 05 COMMERCIAL INLAND MARINE COVERAGE PART - TABLE OF
CONTENTS
CM 00 01 09 04 COMMERCIAL INLAND MARINE CONDITIONS

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COMMERCIAL INLAND MARINE (CONTINUED)

CM T1 03 01 98 CONTRACTORS EQUIPMENT - SPECIAL
CM T3 98 01 15 FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
CM T9 22 09 07 ARCHITECTS, ENGINEERS AND SURVEYORS EQUIPMENT
ENDORSEMENT
CM 01 25 07 00 NEBRASKA CHANGES

INTERLINE ENDORSEMENTS

IL T3 68 01 15 FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
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 09 08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD
FORM)
IL 01 22 09 07 NEBRASKA CHANGES - ACTUAL CASH VALUE
IL 01 25 11 13 COLORADO CHANGES - CIVIL UNION
IL 01 59 09 07 NEBRASKA CHANGES - FRAUD OR MISREPRESENTATION
IL 01 64 07 02 NEBRASKA CHANGES - APPRAISAL
IL 01 69 09 07 COLORADO CHANGES - CONCEALMENT, MISREPRESENTATION OR
FRAUD
IL 02 28 09 07 COLORADO 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
PN MP 38 01 11 IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS
PN T6 14 11 09 IMPORTANT NOTICE TO IA POLICYHOLDERS - ACTUAL CASH
VALUE



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -01

POLICY NUMBER: (XV2FUB-4281T35-6-17)

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:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH
THIS WAIVER.

DATE OF ISSUE: 07-11-17

ST ASSIGN:

ENDORSEMENT WC 00 00 01 (A)

POLICY NUMBER: (XV2FUB-4281T35-6-17)

**LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE**

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 99 06 07 00 - 001	PARTICIPATING ENDORSEMENT
WC 00 06 03 00 - 001	BENEFITS DEDUCTIBLE ENDORSEMENT
WC 26 06 02 00 - 001	NE MEDICAL BENEFITS DEDUCTIBLE ENDT.
WC 00 03 13 00 - 001	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 03 00 - 001	EXPERIENCE RATING MODIFICATION FACTOR
WC 00 04 14 00 - 001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 22 B - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 24 00 - 001	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC 99 03 A1 00 - 001	NOTICE OF CANCELLATION
WC 99 03 C3 00 - 001	SPECIAL PROVISIONS ENDT
WC 99 03 D3 A - 001	OH EMPLOYERS LIAB COVERAGE ENDORSEMENT
WC 99 06 R3 00 - 001	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 10 00 - 001	AMENDED CANCELLATION CONDITION
WC 00 04 21 D - 001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC 99 01 19 B - 001	TRIPRA DISCLOSURE ENDORSEMENT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 05 04 02 00 - 001	COLORADO CLASSIFICATION ENDORSEMENT
WC 21 03 03 A - 001	MICHIGAN NOTICE TO POLICYHOLDERS
WC 21 03 04 00 - 001	MICHIGAN LAW ENDORSEMENT
WC 26 06 01 C - 001	NE CANCELLATION ENDT
WC 43 03 05 00 - 001	UTAH WAIVER OF SUBROGATION ENDORSEMENT
WC 43 06 01 00 - 001	UT WORKPLACE SAFETY PROG ENDT
WC 43 06 02 00 - 001	UTAH CANCELLATION ENDORSEMENT