

ENGINEERING AGREEMENT
FOR
CONSTRUCTION INSPECTION SERVICES
FOR LANCASTER COUNTY BRIDGE(S)
O-37 AND O-175

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between the firm of **Intuition and Logic Inc**, 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 **Construction Inspection Services of County Bridge(s) O-37 (C005514210)** located on W Old Cheney Rd. 1400' East of S 1St St. in Section 11/14, Township 9 North, Range 6 East, of the 6th P.M. and **O-175 (C005514015)** located on W Pioneers Bv. 645' East of S 1St St. in Section 2/11, Township 9 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

A. QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

1. Construction Inspection services shall be provided under the direction of a Nebraska licensed professional civil engineer experienced with all aspects of construction inspection related to the services to be provided under this agreement.
2. The **ENGINEER** shall have working knowledge of and follow when applicable:
 - *City of Lincoln Standard Specification for Municipal Construction*
 - *2011 Supplemental Specifications for Municipal Construction*
 - *City of Lincoln and Lower Platte South Natural Resources District Drainage Criteria Manual*
 - Construction oversight industry standards
 - Local, State and Federal laws and regulations pertaining of the practice of *riverine construction*

B. SOFTWARE AND EQUIPMENT REQUIREMENTS

1. All equipment and supplies required for the work will be provided by the **ENGINEER**.
2. Reports and documents must be submitted in a form compatible with *Microsoft Office and Adobe* products unless otherwise directed.

**C. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING SERVICES AND DELIVERABLES
GENERALLY DESCRIBED HEREINAFTER:**

1. The **ENGINEER** shall provide construction oversight services for projects **SCC #3** and **SCC #4** as the **COUNTY'S** representative.
2. The **ENGINEER** shall respond to written requests for information during the construction process and notify the **COUNTY** of the resulting correspondence
3. The **ENGINEER** shall arrange for a pre-construction meeting with the selected contractor to review the plans and construction process as follows:
 - The **ENGINEER** shall coordinate with the **COUNTY** and prepare the agenda for the pre-construction meeting with the Contractor.
 - The agenda will be in *PDF* format and emailed to all attendees a minimum of 2 days prior to the meeting.
 - Attend the pre-construction meeting with the selected contractor to discuss agenda items.
 - Discussion shall include, but not be limited to:
 - On Site Personnel and Authority
 - Construction Schedule
 - Staging and Construction
 - Invoicing Procedure
 - General Items
 - Coordinate with the **COUNTY** to identify general discussion items such as working hours, noise regulations, mud regulations, SWPPP inspection plan and other general condition items from the construction documents.
4. The **ENGINEER** shall provide onsite construction observation services as follows:
 - The **ENGINEER** shall assign a Project Representative (PR) to be on site approximately 15 hours per week during the active construction periods.
 - The **ENGINEER** shall provide observations and limited measurements as follows:
 - Spot check design lines and grades including Slopes, limits of disturbance, excavation depths, and channel top and toe widths, among others
 - The **ENGINEER** shall visually check the materials and quantities observed on site such as rock, fabric, plants, and others to check that they meet the project construction document requirements.
 - Rock durability and resistance to weathering is not included in materials observation.
 - The **ENGINEER** shall visually estimate construction progress against the construction schedule presented at the pre-construction meeting and discuss apparent discrepancies with the onsite construction manager.
5. The **ENGINEER** shall summarize each construction observation site visit in a memorandum.
 - The memo shall contain observations, photos, conversation summaries and action items.

- The memos will be in *PDF* format and will be emailed to the **COUNTY** and the Contractor within one calendar week of the observation date.
 - The **ENGINEER** will track how each construction issue is addressed.
6. The **ENGINEER** shall receive, review and process *shop drawings* as required and provide comments and indicate exceptions as appropriate.
 7. The **ENGINEER** shall receive, review, coordinate with the **COUNTY**, and process *change order requests* as needed.
 8. The **ENGINEER** shall receive progress invoices from the contractor and compare the invoices to observed progress and associated observed % complete.
 - The **ENGINEER** shall concur or suggest modifications to invoices and provide the invoice review and recommendations to the **COUNTY**.
 - Review comments and recommendations will be in *PDF* format and emailed to the **COUNTY** and the Contractor.
 - The **ENGINEER** shall arrange for a *Final Walk Through* and *Punch List*
 - The contractor will notify the **ENGINEER** of substantial completion.
 - **ENGINEER** shall verify substantial completion prior to the final walkthrough
 - The **ENGINEER** will schedule the final walk through with the **COUNTY** and Contractor.
 - During the final walk through, the **ENGINEER** shall compile a punch list of items that were identified and discussed during the walk through.
 - The punch list will be in *PDF* format and emailed to the **COUNTY** and Contractor.
 - Completion of punch list items will be tracked and confirmed by the **ENGINEER**.

II. TIME OF BEGINNING AND COMPLETION OF THE WORK

- A. The **ENGINEER** proposes to 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 and complete all work on or before July 1, 2020. At this time the **ENGINEER** will forward all document required by this Agreement to the Lancaster County Engineer for review and approval
- B. This completion time or period will not be extended because of any unwarranted or avoidable delay attributed to the **ENGINEER**.
- C. Amendments or changes in the scope of work which entail a significant increase in the number of man hours expended by the forces of the **ENGINEER** or any unavoidable delays caused by the **COUNTY** or other governmental agencies which are beyond the control of the **ENGINEER** may form the basis of the **COUNTY** granting an extension of time. In the event that the scope of work is altered as described above, the County Engineer and the **ENGINEER** will determine through negotiation the additional time period to be added to the Agreement. This Agreement may be amended only by a written instrument executed by both parties.

III. OWNERSHIP OF ENGINEERING DOCUMENTS

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

and state aid or locally funded projects.

IV. ABANDONMENT, CHANGE OF SCOPE, SUSPENSION OR TERMINATION

- A.** It is mutually agreed the services to be performed by the **ENGINEER** may not be assigned, sublet, or transferred without the written consent by the **COUNTY**. Any assignment without the **COUNTY'S** written consent shall be absolutely void
- B.** It is mutually agreed the **COUNTY** has the right to terminate this Agreement at any time upon written notice
 - 1. In the event the improvement is to be abandoned or indefinitely postponed; or
 - 2. Because of the **ENGINEER'S** disability or death; provided in any such case the **ENGINEER** shall be paid the reasonable value of his services rendered up to the time of termination as determined by the **COUNTY**.
- C.** It is mutually agreed the services of the **ENGINEER** may be terminated by **COUNTY** upon written notice when, in the judgement of the **COUNTY**, such services are unsatisfactory or the **ENGINEER** has failed to abide by the conditions of this Agreement in all respects. In such cases, the **ENGINEER** shall be paid the reasonable value of his services up to the time of termination as determined by the **COUNTY**.
- D.** It is mutually agreed no material change in the scope of the work as set forth herein will be made unless provided for by a separate written supplemental agreement executed by the parties herein. Said supplemental agreement shall specify whatever adjustment of the **ENGINEER'S** fee is to be made.
- E.** If any part of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

V. GENERAL PROVISIONS

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

to the Immigration Reform and Control Act of 1986. **ENGINEER** shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A § 1324b. **ENGINEER** shall require any subcontractor to comply with the provisions of this section.

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

VI. FEES AND PAYMENTS

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

TOTAL.....\$13,275.00

This total includes:

O-37

TOTAL.....\$6,700.00

O-175

TOTAL.....\$6,575.00

This fee 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.

B. Workers' Compensation

- 1. 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

1. 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

1. 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

1. 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

1. 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

1. 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.

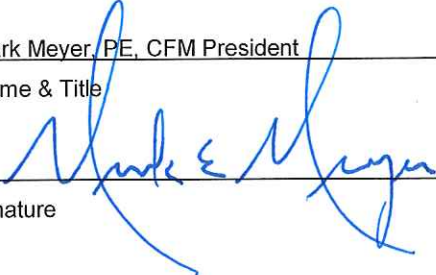
H. Minimum Scope of Insurance

1. 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 21 day of September, 2018.

Mark Meyer, PE, CFM President
Name & Title


Signature

Intuition & Logic Engineering, Inc.
Firm Name

16253 Swingley Ridge Road, Suite 100
Address

Chesterfield MO 63017
City State Zip

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

LANCASTER COUNTY BOARD OF COMMISSIONERS

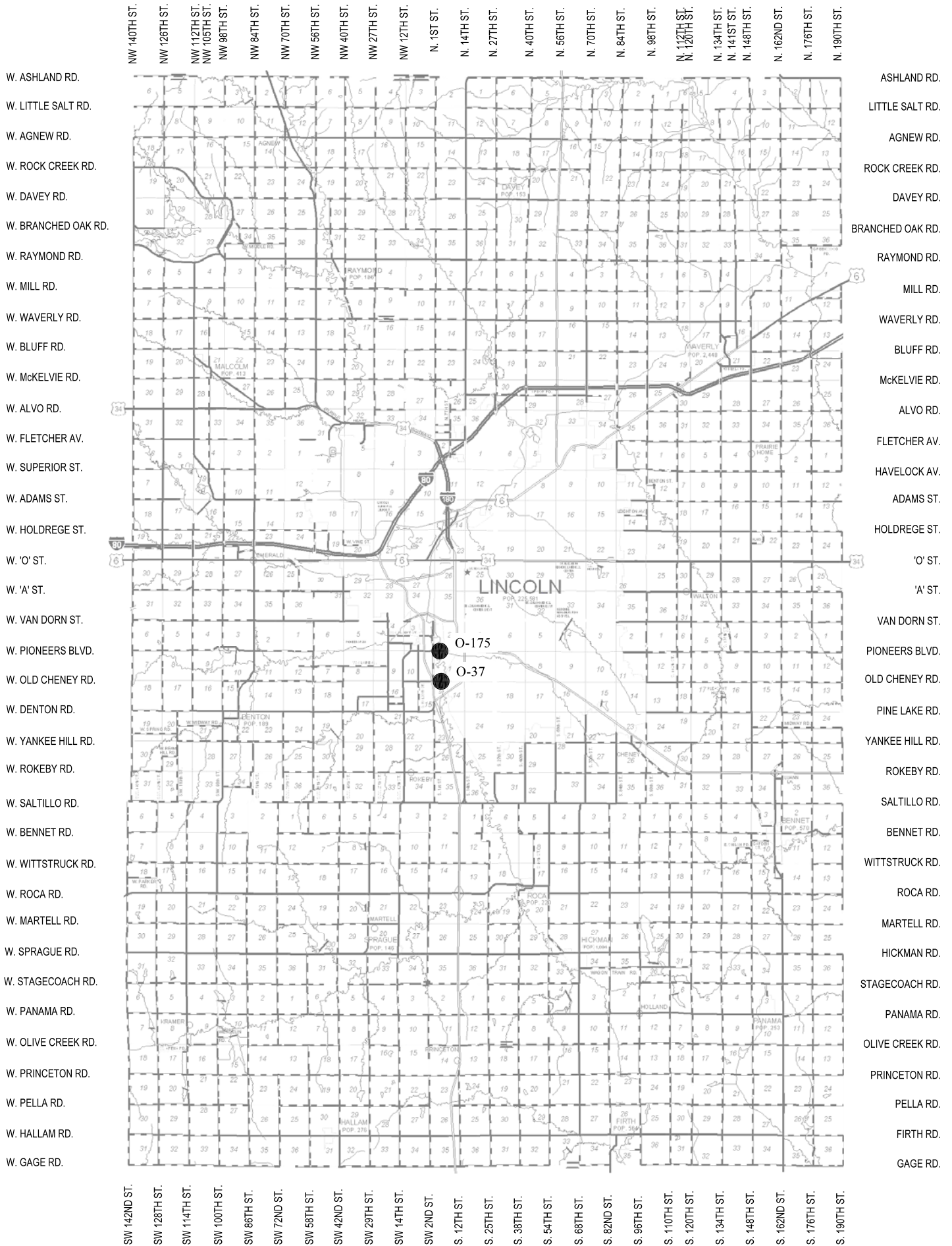
Approved as to form

This _____ day of _____, 20__.

Deputy County Attorney

EXHIBIT A

LANCASTER COUNTY, NEBRASKA





CERTIFICATE OF LIABILITY INSURANCE

ILINC-1

OP ID: VH

DATE (MM/DD/YYYY)

10/02/2018

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 Pamela E. Goessling C.J. Thomas Company, Inc. 800 Market Street, 18th Floor St. Louis, MO 63101 Pamela E. Goessling	CONTACT NAME: Vanessa Conley, CISR PHONE (A/C, No, Ext): 314-231-1717 FAX (A/C, No): 314-234-4482 E-MAIL ADDRESS: vanessaconley@cjthomas.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Intuition & Logic Engineering, Inc. Mark Meyer 16253 Swingley Ridge Rd. #100 Chesterfield, MO 63017	INSURER A : Travelers NAIC # 10166	
	INSURER B : Argonaut Insurance Co. 25674	
	INSURER C : Hartford Insurance Co. 22357	
	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.

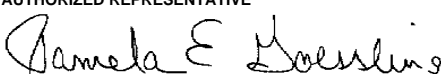
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680-1H430477-18-47	08/13/2018	08/13/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input 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			BA-4A889213-18-GRP	08/13/2018	08/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP7A727764-18-47	08/13/2018	08/13/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WBCAC1AW9	10/01/2018	10/01/2019	<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
B	Professional Liability			IAE130670	10/15/2017	10/15/2018	Per Claim 2,000,000 Aggregate 2,000,000

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

RE: SSC #3 and #4 Construction Oversight Engineering Agreement for project 02-04-12-C-17-0063

Lancaster County is included as additional insured with respect to the General Liability coverage, as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

LANCACO Lancaster County 555 S. 10th S 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY
POLICY #680-1H430477-18-47

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: 680-1H430477-18-47

ISSUE DATE: 10 - 3 - 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice of Cancellation:	30
NONRENEWAL:	Number of Days Notice of Nonrenewal:	60
PERSON OR ORGANIZATION:	Lancaster County	

ADDRESS: 555 S 10th St.
Lincoln NE 68508

PROVISIONS:

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to the Paragraph A.1.c., **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**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice of Cancellation:	30
NONRENEWAL:	Number of Days Notice of Nonrenewal:	60
PERSON OR ORGANIZATION: Lancaster County		

ADDRESS: 555 S 10th St.
Lincoln NE 68508

PROVISIONS:

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 84 WBC AC1AW9

Endorsement Number:

Effective Date: 10/01/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Intuition & Logic Engineering, Inc.
16253 SWINGLEY RIDGE RD STE 100
CHESTERFIELD MO 63017

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 84WBCAC1AW9

Endorsement Number:

Effective Date: 10/01/2018 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Intuition & Logic Engineering, Inc.
16253 SWINGLEY RIDGE RD STE 100
CHESTERFIELD MO 63017

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Form WC 99 03 94 Printed in U.S.A.
Process Date:

Policy Expiration Date: