

**AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Innerspace Studios, Ltd., hereinafter referred to as "the Contractor," and the County of Lancaster, Nebraska, hereinafter referred to as "the County," on behalf and at the request of the Lancaster County Sheriff's Office ("Sheriff"). Collectively the County and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, the County desires to hire an architectural firm to provide professional services related to the renovation of space on the main level and lower level of the property located at 575 S. 10<sup>th</sup> St., Lincoln, Nebraska ("the Property"), commonly referred to as the Hall of Justice;

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

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

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

1) Term: The Term of this Agreement shall be from the date of execution of this Agreement by both Parties through the date of Contractor's completion of the services described in the Proposal for preparing drawings, specifications, project management, and architecture services, which Proposal is attached hereto as Attachment A and is hereby incorporated by this reference, but in no event shall the Agreement remain in effect later than October 10, 2019.

2) Purpose: The purpose of this Agreement is for the Contractor to provide the services described in Attachment A.

3) The Contractor shall provide the following services:

A. Construction documents, project management, and engineering services

I. Contractor shall provide the following Standard Services described in Attachment A:

a. Item A of Attachment A, Preliminary Plan;

b. Item B of Attachment A, Detailed Furniture Drawings and Specifications; and

c. Item C of Attachment A, Contract Administration.

II. Contractor may provide Above Standard Design Services, not included in Section 3)A.I of this Agreement if requested by the County. Such services will be performed at the hourly rates as described in Item D of Attachment A.

III. Contractor may provide Engineering Services not included in the Basic Services described in Section 3)A.I of this Agreement if such services are mutually agreed upon in writing by the Parties.

4) The County shall:

- A. Provide Contractor with reasonable access to the Property;
- B. Provide Contractor with CAD plans for relevant portions of the Property through the Lincoln-Lancaster County Public Building Commission;
- C. Provide technical information through the Lancaster County Sheriff's Office for the preparation of the Furniture Drawings and Specifications described in Attachment A;
- D. Facilitate bidding, provide Contractor with questions from bidders related to bid documents, and coordinate with Contractor the dissemination of responsive addenda;
- E. Provide to Contractor all documents and communications that are necessary for Contractor to fulfill its duties under this Agreement; and
- F. Attend and participate in meetings contemplated in Attachments A.

5) Compensation:

A. In exchange for Contractor's performing the Standard Services described in Section 3)A.I of this Agreement, the Contractor shall invoice the County at the hourly rates described in Attachment A, in an amount not to exceed \$22,350.00. The Standard Services are estimated to take 275 hours to complete. The hourly billings will not-to-exceed fee totaled above. Direct and reimbursable expenses would be billed at a cost in addition to the not-to-exceed fee above. The Contractor may be reimbursed for the direct and reimbursable expenses in an amount not-to-exceed \$250.00.

In the event that County requests Above Standard Design Services related to the services described in Attachment A, Contractor shall invoice County at the hourly rates described in Attachment A, Item D. In the event that County requests Engineering Services outside the scope of the Services described in Section 3)A.I

of this Agreement, Contractor shall invoice County at the rates described in Attachment B, Engineering Technologies, Inc., Standard Billing Rates and Reimbursable Expense Charges, which is hereby incorporated by this reference.

B. Within 30 days of the end of each calendar month during the term of this Agreement, Contractor shall provide County a detailed invoice for services actually performed during that calendar month. Subject to County's verification that the invoiced services have been performed, County shall pay Contractor within 30 days of receipt of the invoice.

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

6) Independent Contractor: It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.

7) Assignment: Contractor and Contractor's subcontractors identified in Attachment A hereto shall not assign their duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.

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

9) Severability: If any portion of the Agreement is held invalid, the remainder hereof

shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

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

11) **Termination:** This Agreement may be terminated at any time by either Party giving thirty (30) days written notice. Should the Contractor breach this Agreement, the County will notify the Contractor of the breach in writing and the Contractor will have ten (10) days to cure. If the breach is not cured within ten (10) days, the County may, at its discretion, terminate the Agreement immediately upon written notice to the Contractor. Contractor will be entitled to reimbursement for services actually performed and reimbursable expenses actually incurred under this Agreement prior to the date of termination.

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

13) **Insurance:** The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 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**.

a) **Workers' Compensation.** The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$1,000,000.00 each accident or injury shall be included. The Contractor shall provide the County with an endorsement for waiver of subrogation. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

b) **Commercial General Liability.** The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. 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. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

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

d) **Professional Liability.** Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed.

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

f) **Certificates.** The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

g) **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.

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

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

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

County:

Lancaster County Sheriff's Office  
c/o Sgt. Chad Bryant  
575 South 10th Street  
Lincoln, Nebraska 68508

Contractor:

Innerspace Studios, Ltd.  
c/o Daniel Mulligan  
335 North 8<sup>th</sup> Street  
Lincoln, Nebraska 68508

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

16) Entire Agreement: The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior Contracts, agreements and negotiations between the Parties whether verbal or written. To the extent any provisions of this Agreement conflict with the provisions of any of the attachments to this Agreement, the provisions of this Agreement shall prevail.

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

18) Third Party Rights: This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

19) E-Verify: In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, Contractor 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. Contractor 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. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.

EXECUTED this 16 day of OCTOBER, 2018, by Contractor.

BY: *Daniel Mulligan*

NAME: DANIEL J. MULLIGAN

TITLE: PRESIDENT - INNERSPACE

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Lancaster County, Nebraska.

BY: LANCASTER COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

APPROVED AS TO FORM  
this \_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Deputy County Attorney for  
PAT CONDON, County Attorney

APPROVED BY LANCASTER COUNTY  
SHERIFF'S OFFICE

*Terry J. Wagner*  
Terry Wagner  
Lancaster County Sheriff

# innerspace studios, ltd.

May 4, 2018

Chad Bryant  
Lancaster County Sheriff's Office  
575 S. 10<sup>th</sup> Street  
Lincoln, NE 68508

Dear Chad:

Per your request, the following is a not to exceed fee proposal for providing space planning and furniture coordination services for the pending remodel for areas A, B, C, D and E (see attached plans) in the Lancaster County Sheriff's Office in Lincoln, Nebraska. This proposal allows for the potential upgrade of furniture and finishes in all areas. It also assumes separate 'packages' will be needed for finish upgrades and for furniture upgrades since they will be distributed to different bid sources. We do understand that some areas may have work in one 'package' and not in the other. Innerspace proposes the following services:

A. Preliminary

1. Meet with Lancaster County Sheriff's staff to gain an understanding of workflow and group make-up for all open office areas.
2. Prepare layout of workstations, files, and open office equipment.
3. Review with Lancaster County Sheriff's staff and modify layout as needed.

B. Detailed Furniture Drawings and Specifications

1. Innerspace will prepare detailed plans, specifications and bid package so furniture dealers can prepare proposals/bids.
2. Selection, specification, plan preparation, and coordination of carpet, base, and paint. Innerspace will coordinate with furniture vendors/installers and unit price contractors.

C. Contract Administration

1. Prepare a punch list at the completion of furniture installation.

D. Above Standard (or extra) Design Services

1. If requested, Innerspace will provide additional services at the following standard rates:
 

Project Architect	\$85.00/per hour
Staff Designer/Architect	\$75.00/per hour

The project as described in items A. Preliminary, B. Detailed Furniture Drawings and Specifications, and C. Contract Administration will be billed on an hourly basis per the rate schedule above. For all areas, the above services are estimated to take 275 hours to complete. The hourly billings will not exceed fees totaled below for basic services except as may be warranted by changes in scope or requests for above standard design services. Direct and reimbursable expenses would be billed at cost in addition to the not-to-exceed fee. Not-to-exceed fee for all areas: \$22,350.00.



Chad Bryant  
May 4, 2018  
Page -2-

Please note, engineering services are not anticipated at this time and as such, are not included in this proposal. If it is determined that engineering services become necessary, Innerspace will seek proposals for the County Sheriff's Office's review.

If approved, services will begin immediately. Please let me know if you have questions or require further clarification. Thank you very much for your consideration.

Sincerely,

INNERSPACE STUDIOS, LTD.

  
Daniel J. Mulligan, AIA  
President

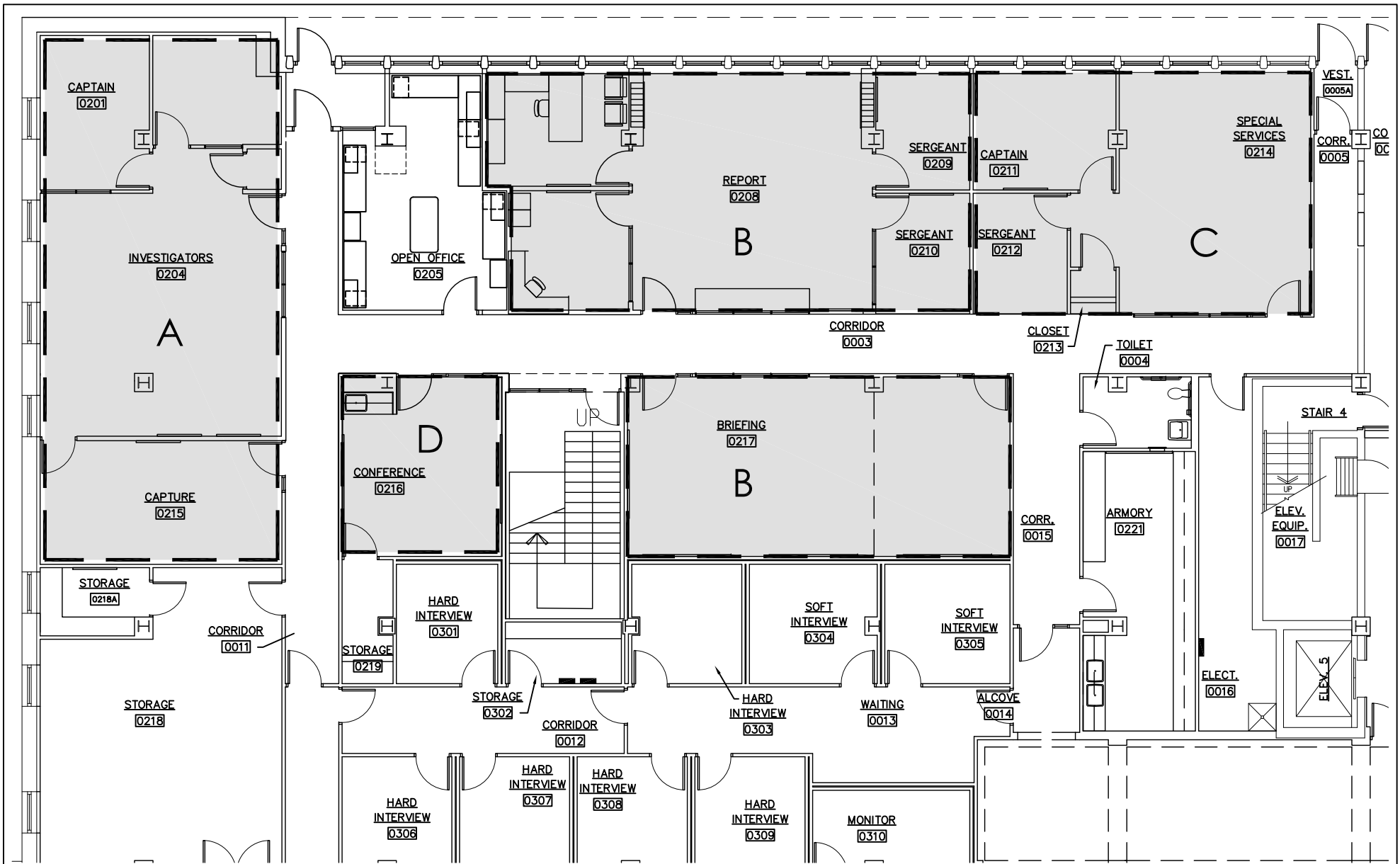
DJM/lk

**APPROVED:**

**LANCASTER COUNTY SHERIFF'S OFFICE**

**By:** \_\_\_\_\_  
Todd Wiltgen, Chair, Lancaster County Board of  
Commissioners  
*(Title)*

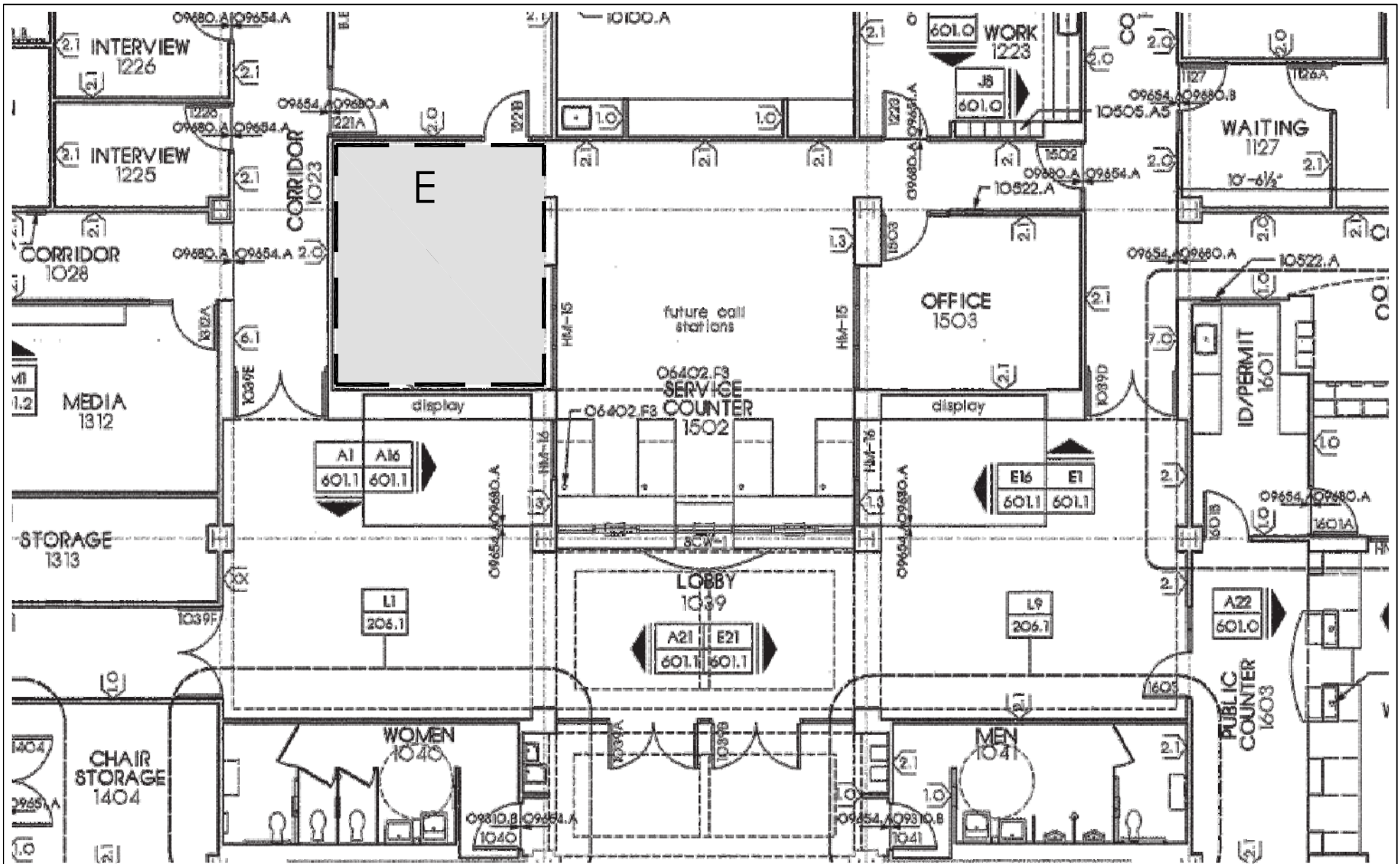
**Date:** \_\_\_\_\_



# Hall of Justice - Lower Level

no scale





# Hall of Justice - Main Level

no scale



# Attachment "B"



Attachment

Engineering Technologies, Inc.  
**STANDARD BILLING RATES**

<u>Staff Position</u>	<u>Billing Rate</u>
Principal .....	\$160.00
Professional Engineer .....	\$145.00
Engineer I / Senior Designer .....	\$125.00
Engineer II .....	\$110.00
Designer I .....	\$110.00
Designer II .....	\$100.00
Construction Manager .....	\$105.00
Engineering Technician I .....	\$90.00
Engineering Technician II .....	\$80.00
Engineering Technician III .....	\$75.00
Administrative Staff .....	\$65.00

*Effective January 1, 2016*

*Page 1 of 2*

**Engineering Technologies Inc**    825 M Street, Suite 200, Lincoln, NE 68508    P 402.476.1273 F 402.476.1274    Innovative.Comprehensive.Proven  
Mechanical & Electrical Building Solutions    1111 N. 13<sup>th</sup> Street, Suite 216, Omaha, NE 68102    P 402.330.2772 F 402.330.2630    www.eti-engineers.com

**Principals**    Martin D. Kasl, PE, LEED AP, Mechanical Engineer    Daniel W. Schinstock, PE, Mechanical Engineer    Derek R. Kotschwar, PE, CxA, LEED AP, Mechanical Engineer  
Thomas A. Emsl, PE, Electrical Engineer    Daniel L. Thompson, PE, Mechanical Engineer    Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical  
Justin L. Vaik, PE, LEED AP, Architectural Engineer - Mechanical



Engineering Technologies, Inc.  
**REIMBURSABLE EXPENSE CHARGES**

<u>Expense</u>	<u>Charge</u>
Mileage .....	Federal Mileage Allowance
Transportation Expense .....	Actual Cost + 10%
Printing Charges .....	Actual Cost + 10%
Advertising Charges .....	Actual Cost + 10%
Consultants .....	Actual Cost + 5%
Supplies, Miscellaneous, Etc.....	Actual Cost + 10%
Black and White Copies/Prints.....	\$0.12/each
Color Copies/Prints .....	\$0.59/each
Bond Paper (Plots)/Small - 24" x 36" .....	\$3.00/sheet
Bond Paper (Plots)/Large - 30" x 42" .....	\$4.50/sheet
Mylars - 24" x 36" .....	\$6.75/each
Mylars – oversized .....	\$13.50/each

*Effective January 1, 2010*

**Engineering Technologies Inc**

Mechanical & Electrical Building Solutions

825 M Street, Suite 200, Lincoln, NE 68508

1111 N. 13<sup>th</sup> Street, Suite 216, Omaha, NE 68102

P 402.476.1273 F 402.476.1274

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Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical

Justin L. Vaik, PE, LEED AP, Architectural Engineer - Mechanical



INNESTU-01

EZACHARY

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/12/2018

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

<b>PRODUCER</b> <b>Marcotte</b> <b>9394 W Dodge Rd Ste 250</b> <b>Omaha, NE 68114</b>	<b>CONTACT NAME:</b> Emily Zachary, CIC, CISR <b>PHONE (A/C, No, Ext):</b> (402) 970-3312 <b>FAX (A/C, No):</b> (402) 398-0917 <b>E-MAIL ADDRESS:</b> ezachary@marcotteins.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> <b>Innerspace Studios, LTD</b> <b>Attn: Dan Mulligan</b> <b>335 North 8th St, Ste C</b> <b>Lincoln, NE 68508</b>	<b>INSURER A :</b> CNA Insurance Companies <b>NAIC #</b> 20443
	<b>INSURER B :</b> Wesco Insurance Company
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		5085353994	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		5085354059	08/31/2018	08/31/2019	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 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	X		5085354224	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5085354191	08/31/2018	08/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab.			ARA1255995-01	03/18/2018	03/18/2019	Per Occ/Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Lancaster County Sheriff's Office is listed as additional insured with respects to General Liability and Automobile Liability on primary basis per written agreement. Waiver of Subrogation in favor of certificate holder with respects to Workers' Compensation coverage, per written agreement.

30 day Notice of Cancellation Endorsement applies.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Lancaster County Sheriff's Office</b> <b>c/o Sgt. Chad Bryant</b> <b>575 South 10th Street</b> <b>Lincoln, NE 68508</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 5 85354191

Policy Effective Date: 08/31/2018

Policy Page: 23 of 31

**POLICY NUMBER**

B 5085353994

**INSURED NAME AND ADDRESS**

INNERSPACE STUDIOS LTD  
 335 NORTH 8TH STREET, STE C  
 LINCOLN, NE 68508

**FORMS AND ENDORSEMENTS SCHEDULE****COMMERCIAL PROPERTY**

<b>FORM NUMBER</b>		<b>FORM TITLE</b>
SB147084B	07/2009	Fungi, Wet Rot, Dry Rot and Microbe Exclusion
SB300129A	03/2006	Targeted Hacker Attack
SB300177H	06/2016	Architects, Engineers And Surveyors Choice Endt
SB300456A	07/2007	Concurrent Causation, Earth Movmnt, Water Excl Chg
SB300596A	01/2008	Identity Theft/Recovery Services Endorsement

**COMMERCIAL GENERAL LIABILITY**

<b>FORM NUMBER</b>		<b>FORM TITLE</b>
SB146932F	06/2016	Blanket Additional Insured - Liability Extension
SB146968B	06/2016	Bkt Addl Insured with PCO Cov and Bkt Waiver
SB147023A	01/2006	Fungi / Mold / Mildew / Yeast / Microbe Exclusion
SB147080A	01/2006	Exclusion - Silica
SB147088A	01/2006	Exclusion - Asbestos
SB147089A	01/2006	Employment - Related Practices Exclusion
SB300000D	04/2014	Businessowners Liability Coverage Form
SB300007B	01/2008	Employee Benefits Liability Coverage Endorsement
SB300085C	06/2016	Exln Cnstr Mgmt - Error Omission Cnstr Demo Work
SB300176D	06/2016	Arch Eng & Surv Lia Ext With Office Poll Lia Cov
SB300849A	07/2009	Recd and Distribution of Material or information

\*\*\* PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY \*\*\*

<b>FORM NUMBER</b>		<b>FORM TITLE</b>
CNA62823XX	07/2017	Req For Jurisdictional Inspection Of Pressure Equip
CNA79240XX	06/2014	Important Info Excl App to Access or Disclosure
SB300144C	01/2008	Offer of Terrorism Coverage Notice
CNA88492XX	04/2017	Policy Holder Notice

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Countersignature



Chairman of the Board



Secretary



**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE  
&  
BLANKET WAIVER OF SUBROGATION**

**Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
  - 1. Currently in effect or becoming effective during the term of this policy; and
  - 2. Executed prior to the:
    - a. "Bodily injury" or "property damage"; or
    - b. Offense that caused the "personal and advertising injury";
 for which the additional insured seeks coverage
- B. The insurance provided to the additional insured is limited as follows:**
  - 1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
    - a. Your acts or omissions; or
    - b. The acts or omissions of those acting on your behalf,
 in the performance of your ongoing operations specified in the written contract or written agreement; or
    - c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
      - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
      - (2) This Coverage Part provides such coverage.
  - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  - 3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
    - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

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4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

**C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:**

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
  - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
  - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:**

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:**

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

<b>SCHEDULE</b>
<b>Name of Additional Insured Person Or Organization</b>
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED
BY WRITTEN CONTRACT OR AGREEMENT
TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 12; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Policy No: BUA 5085354059

Policy Effective Date: 08/31/2018

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