

**AGREEMENT**  
**FOR SURVEY, ENVIRONMENTAL, H&H ANALYSIS, DESIGN, PLAN PREPARATION AND PERMITTING**  
**SERVICES**  
**OF LANCASTER COUNTY BRIDGE(S)**  
**S-179, R-210, and R-248**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Lancaster County**, hereinafter referred to as the "**COUNTY**", and the firm of **E & A Consulting Group**, hereinafter referred to as the "**ENGINEER**";

**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 H&H Analysis, Design, Plan Preparation, and Permitting Services for Project 20-1, Repair of County Bridges S-179, R-210, and R-248, the locations of which are described in Exhibit "A";

**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, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**I. SCOPE OF SERVICES.**

**A. SURVEY.**

**1. THE COUNTY AGREES TO PROVIDE THE FOLLOWING TO THE ENGINEER AT NO CHARGE:**

- a) Horizontal control points limited to section corners and quarter section corners necessary to perform the survey work.
  - (1) Copies of section corner and quarter section corner reference ties.
    - (a) Also available at <https://lincoln.ne.gov/asp/cnty/survey/default.aspx>
  - (2) Lancaster County Engineering Department point designation code identifiers for horizontal control.
  - (3) Lancaster County Engineering Department point code list regarding topo features.
  - (4) Lancaster County Engineering Department "x" and "y" coordinates for pertinent horizontal control on Lancaster County control datum.
    - (a) Also available at <https://lincoln.ne.gov/gis/control>
  - (5) Lancaster County Engineering Department Map Projection Criteria.
- b) Additional horizontal and vertical control points may be furnished upon request if available and at the discretion of the **COUNTY**.
- c) Names of landowners with legal descriptions and parcel information.

**2. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING SERVICES**

**GENERALLY DESCRIBED HEREINAFTER:**

- a) Topographic survey shall include but not be limited to:
  - (1) 400 ft. up and down roadway centerline from the centerline of the existing structure.
  - (2) 75 ft. left and right of centerline roadway for the project corridor.
  - (3) Channel flowlines and banks 200 ft. upstream and downstream as measured along the flowline.
    - (a) Lateral extents of channel limits shall extend a minimum of 50 ft. outside top of banks as measured normal to the meander flowline.
- b) Vertical control points marked.
  - (1) A minimum of two (2) on-site vertical control points must be provided that are located beyond the anticipated limits of construction in such a way as they are capable of being easily maintained during construction.
- c) Grade/terrain changes.
- d) Upstream and downstream faces of the existing structure including low superstructure, face of abutments, edge of water, flow lines, and grade changes.
- e) Permanent structures and physical features.
- f) Location of utilities AS IDENTIFIED WITH A One-Call utility ticket.
- g) Additional hydraulic cross sections as determined by and at the discretion of the **ENGINEER**.

**B. HYDRAULIC DESIGN.**

**1. THE COUNTY AGREES TO PROVIDE THE FOLLOWING TO THE ENGINEER AT NO CHARGE TO THE EXTENT THEY ARE AVAILABLE:**

- a) Plans and/or field sketches of the existing structure.
- b) Historical as-built structure-type information as documented in **COUNTY** maintained construction books.
- c) Historical site inspection photos of the existing structure.

**2. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING SERVICES GENERALLY DESCRIBED HEREINAFTER:**

- a) The **ENGINEER** will develop, using generally accepted methods, any and all hydrological design parameters and other information necessary to accurately model the existing and proposed stream crossing(s). The model will be based on the hydraulic survey furnished by the **COUNTY** and supplemented by the **ENGINEER** as deemed necessary.
  - (1) Hydraulic design parameters shall be defined by considering hydraulic constraints, cost, risks, regulatory requirements, channel behavior, engineering requirements, and environmental impacts, including the impacts and consequences an encroachment is found to have on the 100- year floodplain environment.
    - (a) High risk and/or very complex sites may require the use of additional floodplain cross- sections and/or total station survey data.
  - (2) The particular method of determining the magnitude of design flows shall be based on the size of the contributory drainage area, as applicable. Acceptable methods of analysis shall include:

- (a) NDOT regression equations for region 3 as specified in the NDOT Drainage and Erosion Control Manual
  - (b) Methods developed by the Natural Resources Conservation Service (NRCS) under Technical Release 55 (TR-55).
- b) The **ENGINEER** will execute the hydraulic model of both the existing and proposed structures(s) to determine the most efficient replacement structure design-type.
- (1) As an alternate to part **I.B.2.b)** and in accordance with parts **I.4.a)** and **I.4.b)**, the **ENGINEER** may utilize existing accepted HEC-RAS models developed as part of the "Lancaster County Nebraska and Incorporated Areas" Flood Insurance Study as the effective base model for analysis.
    - (a) The model may be analyzed using the version of the software in which it was originally created at the discretion of the **ENGINEER** and as approved by the **COUNTY**.
    - (b) The model shall be updated to reflect newly surveyed sections completed under section I.B.2.b) of this Agreement.
  - (2) Proposed stream crossings of a single design type alternative for the replacement structure shall be investigated including:
    - (a) Reinforced concrete box culvert.
      - Tap pipes at wings shall be provided on all corners of the CBC where a defined roadway ditch, existing and/or proposed, is located within the limits of the proposed structure.
      - Design and detailing of tap pipes shall be considered "Additional Work and Related Services" and a Supplemental Agreement shall be required.
    - (3) The **ENGINEER** will research controlling design criteria.
    - (4) Structure sizing shall be based on hydraulic requirements for storm reoccurrence intervals of 2, 5, 10, 25, 50, and 100 years.
      - (a) The reoccurrence interval of the storm causing first overtopping the roadway shall be determined and reported upon as part of this analysis under both existing and proposed conditions.
    - (5) The **ENGINEER** shall complete an internal quality control review of the hydraulic evaluation(s).

**3. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING DELIVERABLES GENERALLY DESCRIBED HEREINAFTER:**

- a) The **ENGINEER** will research the information necessary for the preparation and submittal of a NDOT Form 76 to determine and document design criteria.
- b) The **ENGINEER** will generate the information necessary for the preparation of a "Bridge to Culvert" Lancaster County Hydraulic Design Data sheet based on the replacement structure design-type.
  - (1) Each sheet shall bear the signed and dated professional seal of the **ENGINEER**.
  - (2) Hydraulic Design Data sheet shall be submitted electronically pdf format.

**C. WETLAND DELINEATION AND PRELIMINARY JURISDICTIONAL EVALUATION.**

**1. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING SERVICES GENERALLY DESCRIBED HEREINAFTER:**

- a) The **ENGINEER** will perform a wetland delineation suitable for use in obtaining a U.S. Army Corps of Engineer's Section 404 Permit and shall include:
- (1) Desktop review of available databases to determine site areas that may have potential wetlands or other waters. This review will include accessing information from:
    - (a) US Fish and Wildlife Service (USFWS).
    - (b) National Wetland Inventory (NWI).
    - (c) (USFWS and Nebraska Game and Parks Commission (NGPC).  
Threatened and Endangered (T&E) Species occurrence maps
    - (d) Natural Resources Conservation Service (NRCS) soil survey maps.
    - (e) Soil Data.
    - (f) Current and historical aerial imagery.
  - (2) Site Visit.
    - (a) Following the desktop review, a site visit will be conducted to field document the presence or absence of jurisdictional wetlands and other waters (streams, lakes, ponds, pits or other impoundments), including:
      - Delineation of the USGS Hydrologic Unit Code and water regime under the USACE 404 Permit Program identified during the desktop review.
    - (b) The site visits will be conducted by traversing the project study area (i.e. 50 ft. beyond the preliminary limits of construction in all directions) to identify wetland characteristics including:
      - Hydrophytic vegetation.
      - Hydric soils.
      - Wetland hydrology.
    - (c) Wetland and/or other waters boundaries will be delineated using real time kinematic methods using Global Positioning System (GPS) technologies tied to the Lancaster County Horizontal Control Datum per the Lancaster County Engineering Department Map Projection.
    - (d) During the site visit the **ENGINEER** shall conduct a survey for state and federally listed threatened and endangered species and their habitat that could potentially exist within the project study area.
- b) The **ENGINEER** shall submit an application for a Nationwide 404 Permit (NWP) through the U.S. Army Corps of Engineers
- (1) It is not anticipated that the work on these sites will require an Individual Permit. Should an individual permit application be required the work shall be considered "Additional Work and Related Services" and a Supplemental Agreement shall be required.
  - (2) Applications shall be submitted as individual and separate permit applications to the greatest extent possible.
  - (3) Following the submittal of the NWP application, the **ENGINEER** shall provide coordination with the Corps to verify that they have all the required information needed to process the application.
- c) As part of the NWP process, the **ENGINEER** shall complete the Nebraska Conservation and Environmental Review Tool (CERT) to comply with the U.S. Fish and Wildlife Service (USFWS) and the Nebraska Game and Parks

Commission (NGPC).

- d) As part of the NWP process the **COUNTY** shall apply for historical clearance through the Nebraska State Historical Preservation Office (SHPO) in accordance with the statutory obligation of Section 106 consultation with the Nebraska State Historic Preservation Office.

- (1) For project sites located in a floodplain, the **ENGINEER** will prepare and submit a Floodplain Permit for construction work where applicable to the City of Lincoln/Lancaster County Building and Safety Department or other governing jurisdictional office.

- (a) Application fees will be furnished by the **ENGINEER**.

- (b) Applications shall be submitted as individual and separate permit applications to the greatest extent possible.

**2. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING DELIVERABLES GENERALLY DESCRIBED HEREINAFTER:**

- a) A wetland delineation report suitable for use in obtaining a U.S. Army Corps of Engineers Section 404 Permit detailing the presence or absence of wetlands and other waters within the project study area. The Wetland Delineation Report will include:

- (1) A narrative of how the Wetland Delineation was conducted
- (2) A summary of the results of the Wetland Delineation including completed Midwest Region Data Forms.
- (3) Figures documenting information gathered during the desktop review.
- (4) Photographs documenting site conditions, including wetlands and other waters.
- (5) Figures showing sample point locations and photo point locations.
- (6) A ground level photo log documenting conditions at the time of the site visit.
- (7) Mapping of the field delineated wetland areas including the calculated wetland acreage for the project.
- (8) Electronic copies of all survey data will be provided to the **COUNTY**.
- (9) Wetlands Feature File.

- b) Acknowledgement of Receipt of Department of Army Permit Application including NWO project File Number, Date Application Received, Project Manager, and Contact Information from the U.S. Army Corps of Engineers.

- c) 404 Nationwide Permit (NWP) "Department of the Army Nationwide Permit Verification" from the U.S. Corps of Engineers.

- d) Floodplain permit with FPC Permit number and Status of "issued".

- e) Electronic copy of the application package for the Floodplain Development Permit.

**D. ROADWAY DESIGN AND PLAN PREPARATION.**

**1. QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE.**

- a) All work shall be completed by or under the direct supervision of a Nebraska licensed professional civil engineer experienced with all aspects of plan

preparation and the standard practices used by the State of Nebraska Department of Transportation related to the services to be provided under this Agreement. All drafting work shall be completed in accordance with such standard practices.

**2. THE COUNTY AGREES TO PROVIDE THE FOLLOWING TO THE ENGINEER AT NO CHARGE.**

- a) Standard plan details unique to the **COUNTY**.

**3. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING SERVICES GENERALLY DESCRIBED HEREINAFTER:**

- a) The **ENGINEER** will develop plans for both horizontal and vertical geometry and other incidental construction, complete with dimensions.
- b) The **ENGINEER** will draft and detail all plan sheets so as to accurately depict the intended construction and roadway design parameters.
- c) The **ENGINEER** will employ the use of standard details and associated drafting standards used by the Nebraska Department of Transportation to the greatest extent possible.
- d) The **ENGINEER** shall incorporate the Reinforced Concrete Box Culvert plans as prepared by NDOT, Bridge Division, into the plan set to be prepared under this Agreement.
- e) Supplementary details to be prepared and incorporated into the final plan set by the **ENGINEER** based on the CBC design provided by NDOT shall include:
- (1) Bill of bars table.
  - (2) Plan length determination of the CBC to the left and right of CL roadway.
  - (3) Summary of CBC design quantities based on final design length.
  - (4) Standard minimum riprap placement details.
  - (5) Additional Riprap placement details at inlet and/or outlet of CBC, as required.
    - (a) Evaluation of the need for the placement of riprap beyond the end of the aprons shall be based on the as modeled entrance and exit velocity of the water in accordance with NDOT Drainage and Erosion Control Manual.
      - The limits of the additional riprap armoring, when required, shall extend to:
        - 10 ft. upstream from end of apron along flow line at inlet;
        - 20 ft. downstream from end of apron along flow line at outlet; and
        - Top of banks perpendicular to flow line.
    - (b) Design and detailing of additional riprap armoring shall be considered "Additional Work and Related Services" and a Supplemental Agreement shall be required.
- f) The assembly and indexing of the project plans shall be consistent with the standard practice of the NDOT Roadway Design Division. Plan sheets may include but not be limited to:
- (1) Cover sheet (A#).
    - (a) Location map.
    - (b) Project authority.
    - (c) Project environmental permits.
    - (d) Applicable design standards.

- (e) Plan symbols/notations legend.
- (f) Seal(s) of authorizing **ENGINEER(s)**.
- (g) Sheet index (A#).
  - Standard Plan listing.
  - Special Plan listing.
- (2) Typical cross-section sheet (B#).
  - (a) Typical roadway and ditch cross-sections through the area of improvement including cross- sections at any pipe culvert locations parallel to centerline of structure.
- (3) Summary of quantities sheet (C#).
  - (a) Item name, quantity, and unit that is in accordance with **COUNTY** bid item standards.
- (4) General Notes Sheet (G#).
  - (a) Earthwork Data.
- (5) Sediment and Erosion Control Sheets (J#).
  - (a) Wetlands.
  - (b) Ditches with slopes and arrows.
  - (c) Limits of Construction lines.
  - (d) Restricted Areas.
  - (e) Permanent erosion control methods shall be limited to "Erosion Control, Type 1-D", "Erosion Checks, Type Wattle", "Fabric Silt Fence, High Porosity", and/or "Fabric Silt Fence, Low Porosity".
- (6) Roadway Plan and Profile Sheets (Start with sheet 3) (L#).
  - (a) All areas impacted by improvements.
  - (b) Build/Remove information boxes shall indicate all affected structures.
  - (c) Center line of roadway.
  - (d) Section line.
  - (e) Utility locates.
  - (f) Right-of-Way property lines adjoin project limits of construction.
  - (g) Identified wetlands.
  - (h) Temporary and/or permanent easement.
  - (i) Structural data points for new structure including description, station, offset, Northing and Easting.
- (7) Traffic Control Sheets (M#).
  - (a) Barricade plan sheet.
  - (b) Detour plan sheet, as applicable.
- (8) Channel-cross section sheet(s) indicating flow line elevations, direction of flow, design high water location, existing R.O.W limits, obtained easement limits, and hydraulic data (Q#).
  - (a) Additional sections shall be taken at Bridges and Culverts (including tap pipes) along centerline of structure(s).
- (9) Concrete Box Culvert Plans (R#).
- (10) Right-of-Way Plans (W#.)
  - (a) Limits superimposed on aerial pictometry.
  - (b) Legend.

(c) Listing of ROW Acquisition Commitments.

(13) Roadway Cross-Section Sheets (X#).

(a) Roadway cross-section sheets shall be cut perpendicular to the centerline of roadway every 50 ft. starting at the beginning of construction and progressing throughout the end of construction.

(b) All section views shall include:

- Existing location of R.O.W.
- Easements.
- Cut and fill quantities.
- Special ditch elevations.
- Existing roadway centerline elevation.
- Centerline roadway location and elevations.
- Section line location with respect to centerline roadway location.

(14) Lancaster County Standard Plans, as applicable.

(a) Pipe Headwall.

(15) NDOT Standard Plans, as applicable.

(a) 403-R3 Bends and Breaks for Concrete Box Culverts (1-2).

(b) 404-R4 Control Joints for Concrete Box Culverts (1-1).

(c) 501-R7 Erosion Control (1-3).

(d) 502-R2 Silt Fence Details (1-2).

(e) 920-R7 Traffic Control, Construction and Maintenance (1-3).

(f) 921-R8 Traffic Control, Construction and Maintenance (1-2).

(g) 922-R1 Traffic Control for Asphalt Surfacing (1-2).

(h) 923-R1 Traffic Control Road Closure (1-1).

(i) 943 Temporary Pavement Marking (1-4).

(16) NDOT Special Plans, as applicable.

(a) Milled Rumble Strips (1-2).

(b) Concrete Washout & Construction Exit (1-1).

(c) Inlet Protection (1-2).

(d) Silt Checks All Types (Sheets 1-4).

g) The **ENGINEER** will complete internal quality control review of plans.

**2. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING DELIVERABLES  
GENERALLY DESCRIBED HEREINAFTER:**

a) The **ENGINEER** will Submit 90% plans to the **COUNTY** for review.

(1) The 90% plans represent the final design of the project.

b) Prior to proceeding with final plans the **ENGINEER** shall attend a 90% plan review meeting with the **COUNTY** to discuss review comments as well as any special design considerations for the project including the profound impact of adjacent building, structures, property access, or other improvement requiring said building, structures, property access, or other improvements to be either demolished or relocated.

c) Upon incorporating review comments into the plan set the **ENGINEER** shall



submit to the **COUNTY**:

- (1) 100% plans, each sheet bearing the signed and dated professional seal of the **ENGINEER**.

submitted electronically in 11x17 pdf format.

- (2) Final cost estimates, design computations and any special provisions that may be required submitted electronically in a format compatible with Microsoft Office and/or Adobe products unless otherwise specified.

#### **E. ADDITIONAL WORK AND RELATED SERVICES.**

1. The **COUNTY** and the **ENGINEER** agree that a supplemental agreement shall be negotiated and entered into to provide the following services and any compensatory mitigation that may be required based on the final scope of the project. The **ENGINEER** shall bill the **COUNTY** at its Schedule of Hourly Rates as provided in Exhibit "C", except that Culvert and End-Structure Design shall be billed at the rate for "Bridge Design (not included in total)" provided in Exhibit "B" pursuant to the manpower calculations provided in Exhibit "D".

- a) Apply for and obtain a Construction Storm Water Notice of Intent (CSW-NOI) permit from the NDEQ.

(1) Includes Preparation of a Storm Water Pollution Prevention Plan (SWPPP).

(a) The SWPPP must be developed using NDOT's SWPPP template that will be provided by the Roadside Stabilization Unit.

- b) Wetland mitigation services or other specialized environmental consultation.
- c) Culvert and end Structure design.
- d) Structural detailing of any of the structure design.
- e) Drainage structures and other incidental construction including:
  - (1) Tap pipes for concrete box culverts
  - (2) Drop pipes at bridges.
- f) Resolution of construction problems not attributed to design error.

#### **II. TIME OF BEGINNING AND COMPLETION OF WORK**

A. The **ENGINEER** will complete the work as follows based on an anticipated notice to proceed date of July 15, 2019.

1. Topo completed on or about August 9, 2019.
2. Completion of Wetland delineation on or about August 9, 2019.
3. Hydraulic design and research completed for S-179 on or about September 6, 2019.
4. Submittal of applications for the floodplain permit and US Army Corp of Engineers Section 404 permit completed on or about September 6, 2019.
5. Hydraulic design and research completed for R-210 and R-248 on or about October 4, 2019.
6. Completion of preliminary roadway design activities on or about October 4, 2019.
7. Presentation of preliminary plans to the **COUNTY** on or about October 11, 2019.
  - a) The **ENGINEER** will be available for a Plan-in-Hand on site review of the plans with the **COUNTY** at this time.

8. Anticipated receipt of Concrete Box Culvert design from the State on or about November 1, 2019
  9. Completion of final design activities on or about November 15, 2019
  10. Presentation of 90% plans to the County on or before November 22, 2019
  11. Final Package submitted to the **COUNTY** on or before December 20, 2019. At this time, the **ENGINEER** will forward all documents 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 unavoidable delay attributed by 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 **ENGINEER** or any unavoidable delays caused by the **COUNTY** or other governmental agencies which are beyond the control of the **ENGINEER** may form a 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, and the Agreement may be modified as provided for by this Agreement.

### III. **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.

The **ENGINEER** agrees said fee(s) shall be full and complete compensation of the work performed, equipment and materials used, and services rendered in connection with the work specified herein.

FEES (LUMP SUM COSTS): The total fee paid to the **ENGINEER** will be **\$139,290.05** as provided in "Total Project Costs (W/O bridge design costs)" in Exhibit "B" pursuant to the manhour calculated provided in Exhibit "D".

### 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:
- i) In the event the improvement is to be abandoned or indefinitely postponed; or
  - ii) 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**; or
  - iii) 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**.

- C. 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.
- D. 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. General Indemnity: 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**. **Notwithstanding the foregoing, the ENGINEER shall not be required to defend the COUNTY in any legal proceeding initiated by the COUNTY against the ENGINEER.**
- B. Professional Indemnity: For claims involving or alleged to involve solely professional errors or omissions by Consultant, 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**. **Notwithstanding the foregoing, the ENGINEER shall not be required to defend the COUNTY in any legal proceeding initiated by the COUNTY against the ENGINEER.**

- C. 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. **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.
- K. 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.
- L. 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. **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, except that the deductible level for ENGINEER's professional liability insurance policy shall be no more than \$100,000 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
- G. **Certificates**: The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the County within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of 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 is 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 18th day of July, 2019.



Signature

Thomas P. Nussrallah, President

Name & Title

E & A Consulting Group, Inc.

Firm Name

10909 Mill Valley Rd, Suite 100

Address

Omaha  
City

NE  
State

68154-3950  
Zip

EXECUTED by the COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANCASTER COUNTY BOARD OF COUNTY COMMISSIONERS

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

Approved as to form

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Deputy County Attorney



# Project 20-01 Exhibit "A"

**BUTLER COUNTY**

N.W. 140th ST. N.W. 128th ST. N.W. 112th ST. N.W. 105th ST. N.W. 98th ST. N.W. 84th ST. N.W. 70th ST. N.W. 56th ST. N.W. 48th ST. N.W. 40th ST. N.W. 27th ST. N.W. 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.

**SAUNDERS R 5 E**

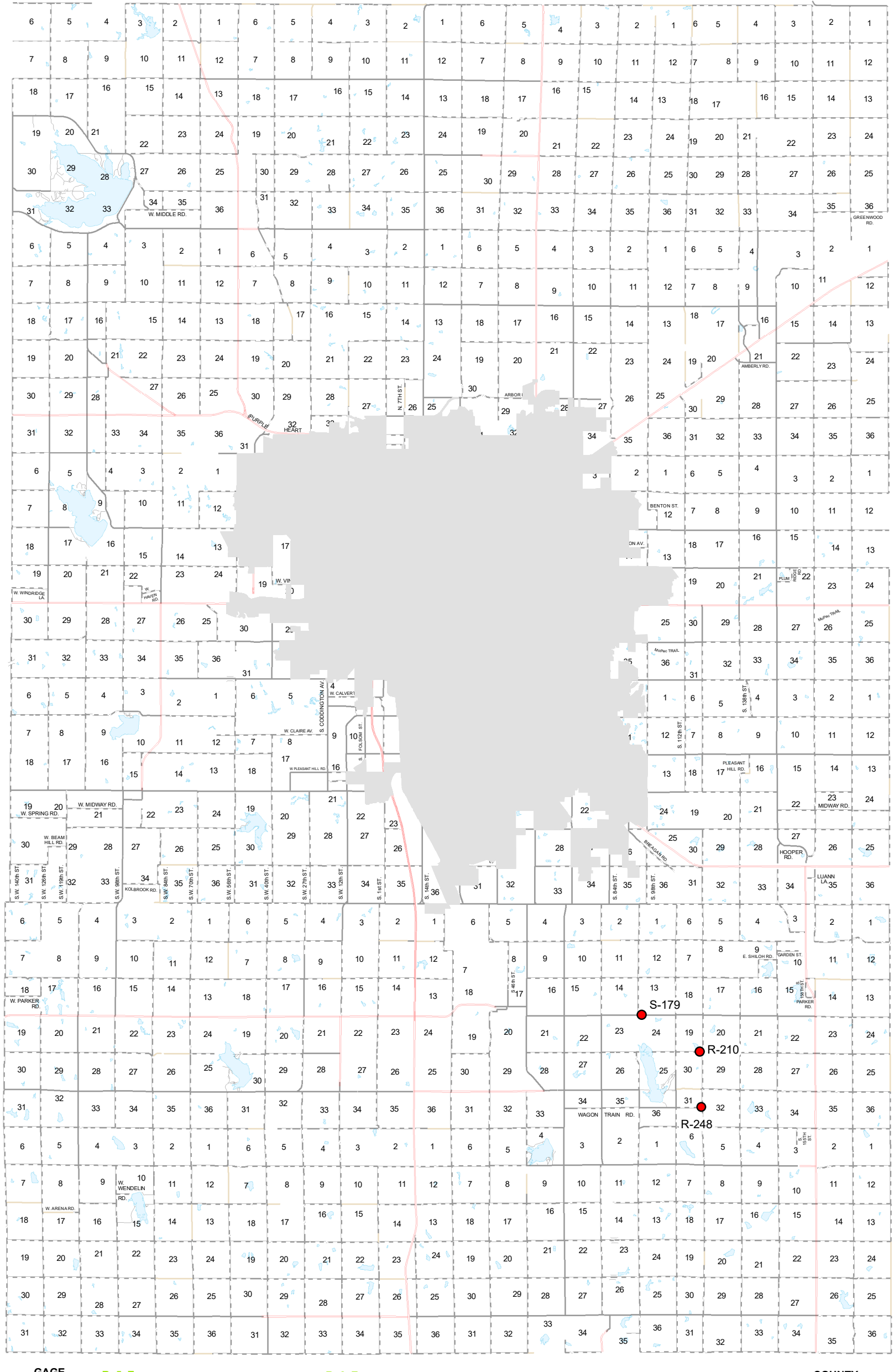
**R 6 E**

**R 7 E**

**R 8 E**

**COUNTY**

W. ASHLAND RD. 24000  
W. LITTLE SALT RD. 22500  
W. AGNEW RD. 21000  
W. ROCK CREEK RD. 19500  
W. DAVEY RD. 18000  
W. BRANCHED OAK RD. 16500  
W. RAYMOND RD. 15000  
W. MILL RD. 13500  
W. WAVERLY RD. 12000  
W. BLUFF RD. 10500  
W. McKELVIE RD. 9000  
W. ALVO RD. 7500  
W. FLETCHER AV. 6000  
W. SUPERIOR ST. 4600  
W. ADAMS ST. 3000  
W. HOLDREGE ST. 1500  
W. "O" ST. 100  
W. "A" ST. 1400  
W. VAN DORN ST. 2800  
W. PIONEERS BLVD. 4300  
W. OLD CHENEY RD. 5700  
W. DENTON RD. 7000  
W. YANKEE HILL RD. 8500  
W. ROKEBY RD. 10000  
W. SALTILLO RD. 11500  
W. BENNET RD. 13000  
W. WITTSTRUCK RD. 14500  
W. ROCA RD. 16000  
W. MARTELL RD. 17500  
W. SPRAGUE RD. 19000  
W. STAGECOACH RD. 20500  
W. PANAMA RD. 22000  
W. OLIVE CREEK RD. 23500  
W. PRINCETON RD. 25000  
W. PELLA RD. 26500  
W. HALLAM RD. 28000  
W. GAGE RD. 29500



ASHLAND RD. 24000  
LITTLE SALT RD. 22500  
AGNEW RD. 21000  
ROCK CREEK RD. 19500  
DAVEY RD. 18000  
BRANCHED OAK RD. 16500  
RAYMOND RD. 15000  
MILL RD. 13500  
WAVERLY RD. 12000  
BLUFF RD. 10500  
McKELVIE RD. 9000  
ALVO RD. 7500  
FLETCHER AV. 6000  
HAVELOCK AV. 4600  
ADAMS ST. 3000  
HOLDREGE ST. 1500  
"O" ST. 100  
"A" ST. 1400  
VAN DORN ST. 2800  
PIONEERS BLVD. 4300  
OLD CHENEY RD. 5700  
PINE LAKE RD. 7000  
YANKEE HILL RD. 8500  
ROKEBY RD. 10000  
SALTILLO RD. 11500  
BENNET RD. 13000  
WITTSTRUCK RD. 14500  
ROCA RD. 16000  
MARTELL RD. 17500  
HICKMAN RD. 19000  
STAGECOACH RD. 20500  
PANAMA RD. 22000  
OLIVE CREEK RD. 23500  
PRINCETON RD. 25000  
PELLA RD. 26500  
FIRTH RD. 28000  
GAGE RD. 29500

S.W. 142nd ST. S.W. 128th ST. S.W. 114th ST. S.W. 100th ST. S.W. 86th ST. S.W. 72nd ST. S.W. 58th ST. S.W. 42nd ST. S.W. 29th ST. S.W. 14th ST. S.W. 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.

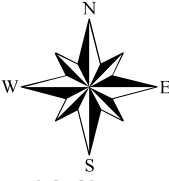
**GAGE R 5 E**

**R 6 E**

**R 7 E**

**R 8 E**

**COUNTY**



**EXHIBIT "B"  
MANPOWER AND FEES  
TOTAL**

<i>Division</i>	<i>S179</i>	<i>R210</i>	<i>R248</i>	<i>TOTALS</i>
<b>SURVEY</b>	\$11,424.00	\$10,182.00	\$9,372.00	<b>\$30,978.00</b>
<b>WETLAND and 404 PERMITTING</b>	\$4,064.00	\$4,064.00	\$4,064.00	<b>\$12,192.00</b>
<b>H&amp;H</b>	\$15,538.00	\$15,538.00	\$15,538.00	<b>\$46,614.00</b>
<b>TOTAL</b>	<b>\$31,026.00</b>	<b>\$29,784.00</b>	<b>\$28,974.00</b>	<b>\$89,784.00</b>

\$ 31,026.00 \$ 29,784.00 \$ 28,974.00 \$ 89,784.00

<b>ROADWAY</b>				<b>\$35,396.00</b>
<b>ADMINISTRATION</b>				<b>\$6,956.00</b>
				<b>\$42,352.00</b>

**Direct Subconsultant Costs:**  
Thiele Geotech report All 3 sites. **\$6,950.00**

**Mileage Costs: \$204.05**

**Total Project Costs (W/O bridge design costs) = \$139,290.05**

<i>Bridge Design (not included in total)</i>	\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00
--	-------------	-------------	-------------	-------------

**Total Project Costs (With bridge costs) = \$169,290.05**

**EXHIBIT C**  
**Schedule of Hourly Rates**

*Effective January 1, 2019*

	<u>RATE</u>
PRINCIPAL .....	\$252.00
ENGINEER X.....	\$226.00
ENGINEER IX.....	\$210.00
ENGINEER VIII.....	\$188.00
ENGINEER VII.....	\$175.00
ENGINEER VI.....	\$163.00
ENGINEER V.....	\$146.00
ENGINEER IV.....	\$135.00
ENGINEER III.....	\$117.00
ENGINEER II.....	\$104.00
ENGINEER I.....	\$92.00
LAND PLANNER X .....	\$226.00
LAND PLANNER IX .....	\$210.00
LAND PLANNER VIII .....	\$188.00
LAND PLANNER VII .....	\$175.00
LAND PLANNER VI .....	\$163.00
LAND PLANNER V .....	\$146.00
LAND PLANNER IV .....	\$135.00
LAND PLANNER III .....	\$117.00
LAND PLANNER II .....	\$104.00
LAND PLANNER I .....	\$92.00
LANDSCAPE ARCHITECT IV .....	\$163.00
LANDSCAPE ARCHITECT III .....	\$152.00
LANDSCAPE ARCHITECT II .....	\$140.00
LANDSCAPE ARCHITECT I .....	\$129.00
LANDSCAPE DESIGNER IV.....	\$129.00
LANDSCAPE DESIGNER III.....	\$117.00
LANDSCAPE DESIGNER II.....	\$105.00
LANDSCAPE DESIGNER I.....	\$94.00
TECHNICIAN VI .....	\$129.00
TECHNICIAN V .....	\$117.00
TECHNICIAN IV .....	\$102.00
TECHNICIAN III .....	\$91.00
TECHNICIAN II .....	\$78.00
TECHNICIAN I .....	\$73.00
REGISTERED LAND SURVEYOR VII.....	\$226.00
REGISTERED LAND SURVEYOR VI.....	\$210.00
REGISTERED LAND SURVEYOR V.....	\$199.00
REGISTERED LAND SURVEYOR IV.....	\$177.00
REGISTERED LAND SURVEYOR III.....	\$155.00

## Schedule of Hourly Rates

Effective January 1, 2019

	<u>RATE</u>
REGISTERED LAND SURVEYOR II .....	\$135.00
REGISTERED LAND SURVEYOR I .....	\$117.00
SURVEY PARTY .....	\$168.00
SURVEY PARTY, 1-PERSON .....	\$126.00
PARTY CHIEF .....	\$84.00
SID MANAGER X .....	\$226.00
SID MANAGER IX .....	\$210.00
SID MANAGER VIII .....	\$188.00
SID MANAGER VII .....	\$175.00
SID MANAGER VI .....	\$163.00
SID MANAGER V .....	\$146.00
SID MANAGER IV .....	\$135.00
SID MANAGER III .....	\$117.00
SID MANAGER II .....	\$104.00
SID MANAGER I .....	\$92.00
CONSTRUCTION DEPARTMENT MANAGER III .....	\$152.00
CONSTRUCTION DEPARTMENT MANAGER II .....	\$135.00
CONSTRUCTION DEPARTMENT MANAGER I .....	\$117.00
CONSTRUCTION ADMINISTRATION TECHNICIAN III .....	\$105.00
CONSTRUCTION ADMINISTRATION TECHNICIAN II .....	\$94.00
CONSTRUCTION ADMINISTRATION TECHNICIAN I .....	\$82.00
ENVIRONMENTAL SCIENTIST X .....	\$226.00
ENVIRONMENTAL SCIENTIST IX .....	\$210.00
ENVIRONMENTAL SCIENTIST VIII .....	\$183.00
ENVIRONMENTAL SCIENTIST VII .....	\$163.00
ENVIRONMENTAL SCIENTIST VI .....	\$147.00
ENVIRONMENTAL SCIENTIST V .....	\$137.00
ENVIRONMENTAL SCIENTIST IV .....	\$121.00
ENVIRONMENTAL SCIENTIST III .....	\$105.00
ENVIRONMENTAL SCIENTIST II .....	\$92.00
ENVIRONMENTAL SCIENTIST I .....	\$74.00
ADMINISTRATIVE ASSISTANT IV .....	\$95.00
ADMINISTRATIVE ASSISTANT III .....	\$89.00
ADMINISTRATIVE ASSISTANT II .....	\$81.00
ADMINISTRATIVE ASSISTANT I .....	\$74.00

\*\* Hourly rates are reviewed annually to identify wage adjustments and increases in operating expenses. If hourly work under this agreement continues into periods where adjustments to the Schedule of Hourly Rates have been made, the new Schedule of Hourly Rates will be in effect.

**Bridge Location S-179**

<b>Professional Manpower</b>											
<b>Preliminary Design Engineering Services, Phase I</b>	<i>Personnel</i>										
	<i>Proj. Mgr.</i>	<i>H &amp; H Mgr.</i>	<i>H &amp; H Engr.</i>	<i>Rdwy. Eng. VII</i>	<i>Env. Sci. IX</i>	<i>Env. Sci. II</i>	<i>Survey RLS VI</i>	<i>Survey RLS II</i>	<i>Survey Crew</i>	<i>CAD Tech.</i>	
<i>Topo Survey</i>											
Legal Descriptions (2)								6			
Survey Services							4	12	36	18	
<i>Subtotal</i>	0	0	0	0	0	0	4	18	36	18	
<i>Hydrologic Study &amp; Reports</i>											
Information Gathering		2	12								
Preliminary Report		1	4							2	
Final Report		1	4							4	
<i>Subtotal</i>	0	4	20	0	0	0	0	0	0	6	
<i>Hydraulic &amp; Drainage Design &amp; Report</i>											
Drainage Study		6	40							4	
Hydraulic Design & Report		4	20							8	
<i>Subtotal</i>	0	10	60	0	0	0	0	0	0	12	
<i>Wetland Delineation &amp; Permitting</i>											
Wetland Delineation					1	30.75					
404 Permit (inc. meetings, calls, etc.)					0.5	10					
Floodplain Permit											
<i>Subtotal</i>	0	0	0	0	1.5	40.75	0	0	0	0	
<b>Total, Phase I</b>	0	14	80	0	1.5	40.75	4	18	36	36	

**Fee Summary**

**Preliminary & Final Design,  
Phase I & II**

**Direct Salary Costs:**

H & H Eng. VIII	14 hrs.@	\$188.00 per hr.=	\$2,632.00
H & H Eng. IV	80 hrs.@	\$135.00 per hr.=	\$10,800.00
Env. Scientist IX	1.5 hrs.@	\$210.00 per hr.=	\$315.00
Env. Scientist II	40.75 hrs.@	\$92.00 per hr.=	\$3,749.00
RLS VI	4 hrs.@	\$210.00 per hr.=	\$840.00
RLS II	18 hrs.@	\$135.00 per hr.=	\$2,430.00
Survey Party	36 hrs.@	\$168.00 per hr.=	\$6,048.00
CAD Tech V(H&H)	18 hrs.@	\$117.00 per hr.=	\$2,106.00
CAD Tech V(Survey)	18 hrs.@	\$117.00 per hr.=	\$2,106.00
<b>Total Labor Costs =</b>			<b>\$31,026.00</b>

<b>SURVEY</b>	<b>\$11,424.00</b>
<b>ENVIRONMENTAL</b>	<b>\$4,064.00</b>
<b>H&amp;H</b>	<b>\$15,538.00</b>
	<u>\$31,026.00</u>

**Mileage Costs:** 155 miles @ \$0.55 per mile \$85.25

**Total Project Costs = \$31,111.25**

**Bridge Location R-210**

<b>Professional Manpower</b>											
<b>Preliminary Design Engineering Services, Phase I</b>	<i>Personnel</i>										
	<i>Proj. Mgr.</i>	<i>H &amp; H Mgr.</i>	<i>H &amp; H Engr.</i>	<i>Rdwy. Eng. VII</i>	<i>Env. Sci. IX</i>	<i>Env. Sci. II</i>	<i>Survey RLS VI</i>	<i>Survey RLS II</i>	<i>Survey Crew</i>	<i>CAD Tech.</i>	
<i>Topo Survey</i>											
Legal Descriptions (2)								6			
Survey Services							4	12	30	16	
<i>Subtotal</i>	0	0	0	0	0	0	4	18	30	16	
<i>Hydrologic Study &amp; Reports</i>											
Information Gathering		2	12								
Preliminary Report		1	4							2	
Final Report		1	4							4	
<i>Subtotal</i>	0	4	20	0	0	0	0	0	0	6	
<i>Hydraulic &amp; Drainage Design &amp; Report</i>											
Drainage Study		6	40							4	
Hydraulic Design & Report		4	20							8	
<i>Subtotal</i>	0	10	60	0	0	0	0	0	0	12	
<i>Wetland Delineation &amp; Permitting</i>											
Wetland Delineation					1	30.75					
404 Permit (inc. meetings, calls, etc.)					0.5	10					
Floodplain Permit											
<i>Subtotal</i>	0	0	0	0	1.5	40.75	0	0	0	0	
<b>Total, Phase I</b>	0	14	80	0	1.5	40.75	4	18	30	34	

**Fee Summary**

**Preliminary & Final Design,  
Phase I & II**

**Direct Salary Costs:**

H & H Eng. VIII	14 hrs.@	\$188.00 per hr.=	\$2,632.00
H & H Eng. IV	80 hrs.@	\$135.00 per hr.=	\$10,800.00
Env. Scientist IX	1.5 hrs.@	\$210.00 per hr.=	\$315.00
Env. Scientist II	40.75 hrs.@	\$92.00 per hr.=	\$3,749.00
RLS VI	4 hrs.@	\$210.00 per hr.=	\$840.00
RLS II	18 hrs.@	\$135.00 per hr.=	\$2,430.00
Survey Party	30 hrs.@	\$168.00 per hr.=	\$5,040.00
CAD Tech V(H&H)	18 hrs.@	\$117.00 per hr.=	\$2,106.00
CAD Tech V(Survey)	16 hrs.@	\$117.00 per hr.=	\$1,872.00

**Total Labor Costs = \$29,784.00**

<b>SURVEY</b>	<b>\$10,182.00</b>
<b>ENVIRONMENTAL</b>	<b>\$4,064.00</b>
<b>H&amp;H</b>	<b>\$15,538.00</b>
	<u>\$29,784.00</u>

**Mileage Costs:** 157 miles @ \$0.55 per mile \$86.35

**Total Project Costs = \$29,870.35**

**Bridge Location R-248**

<b>Professional Manpower</b>											
<b>Preliminary Design Engineering Services, Phase I</b>	<i>Personnel</i>										
	<i>Proj. Mgr.</i>	<i>H &amp; H Mgr.</i>	<i>H &amp; H Engr.</i>	<i>Rdwy. Eng. VII</i>	<i>Env. Sci. IX</i>	<i>Env. Sci. II</i>	<i>Survey RLS VI</i>	<i>Survey RLS II</i>	<i>Survey Crew</i>	<i>CAD Tech.</i>	
<i>Topo Survey</i>											
Legal descriptions (0)											
Survey Services							4	12	30	16	
<i>Subtotal</i>	0	0	0	0	0	0	4	12	30	16	
<i>Hydrologic Study &amp; Reports</i>											
Information Gathering		2	12								
Preliminary Report		1	4							2	
Final Report		1	4							4	
<i>Subtotal</i>	0	4	20	0	0	0	0	0	0	6	
<i>Hydraulic &amp; Drainage Design &amp; Report</i>											
Drainage Study		6	40							4	
Hydraulic Design & Report		4	20							8	
<i>Subtotal</i>	0	10	60	0	0	0	0	0	0	12	
<i>Wetland Delineation &amp; Permitting</i>											
Wetland Delineation					1	30.75					
404 Permit (inc. meetings, calls, etc.)					0.5	10					
Floodplain Permit											
<i>Subtotal</i>	0	0	0	0	1.5	40.75	0	0	0	0	
<b>Total, Phase I</b>	0	14	80	0	1.5	40.75	4	12	30	34	

**Fee Summary**

**Preliminary & Final Design,  
Phase I & II**

**Direct Salary Costs:**

H & H Eng. VIII	14 hrs.@	\$188.00 per hr.=	\$2,632.00
H & H Eng. IV	80 hrs.@	\$135.00 per hr.=	\$10,800.00
Env. Scientist IX	1.5 hrs.@	\$210.00 per hr.=	\$315.00
Env. Scientist II	40.75 hrs.@	\$92.00 per hr.=	\$3,749.00
RLS VI	4 hrs.@	\$210.00 per hr.=	\$840.00
RLS II	12 hrs.@	\$135.00 per hr.=	\$1,620.00
Survey Party	30 hrs.@	\$168.00 per hr.=	\$5,040.00
CAD Tech V(H&H)	18 hrs.@	\$117.00 per hr.=	\$2,106.00
CAD Tech V(Survey)	16 hrs.@	\$117.00 per hr.=	\$1,872.00

**Total Labor Costs = \$28,974.00**

<b>SURVEY</b>	<b>\$9,372.00</b>
<b>ENVIRONMENTAL</b>	<b>\$4,064.00</b>
<b>H&amp;H</b>	<b>\$15,538.00</b>
	<b>\$28,974.00</b>

**Mileage Costs:** 59 miles @ \$0.55 per mile \$32.45

**Total Project Costs = \$29,006.45**

**DESIGN FOR  
ALL THREE BRIDGE LOCATIONS**

<b>Professional Manpower</b>											
<b>Preliminary Design Engineering Services, Phase I</b>	<i>Personnel</i>										
	<i>Proj. Mgr.</i>	<i>H &amp; H Mgr.</i>	<i>H &amp; H Engr.</i>	<i>Rdwy. Eng. VII</i>	<i>Env. Sci. IX</i>	<i>Env. Sci. II</i>	<i>Survey RLS VI</i>	<i>Survey RLS II</i>	<i>Survey Crew</i>	<i>CAD Tech.</i>	
<i>Preliminary Roadway Plans</i>											
Control Sheets				2							8
Typ. Sections/General Information											8
Plan & Profile				12							40
Cross Sections Roadway and Channel				12							24
Erosion Control Sheets				6							12
Right of Way				16							4
Utility Coordination (plans and letters)				8							
Coordination and/or Meetings				6							
<i>Subtotal</i>	0	0	0	66	0	0	0	0	0		120
<i>Administrative</i>											
Project Management	15										
QA/QC	2										
<i>Subtotal</i>	17	0	0	0	0	0	0	0	0		0
<b>Total, Phase I</b>	17	0	0	66	0	0	0	0	0		120
<b>Professional Manpower</b>											
<b>Final Design Engineering Services, Phase II</b>	<i>Personnel</i>										
	<i>Proj. Mgr.</i>	<i>H &amp; H Mgr.</i>	<i>H &amp; H Engr.</i>	<i>Rdwy. Eng. VII</i>	<i>Env. Sci. IX</i>	<i>Env. Sci. II</i>	<i>Survey RLS VI</i>	<i>Survey RLS II</i>	<i>Survey Crew</i>	<i>CAD Tech.</i>	
<i>Final Roadway Plans</i>											
Cover Sheet											2
Summary of Quantities				1							2
Typ. Sections/General Information											2
Plan & Profile				2							4
Cross Sections				2							4
Erosion Control Sheets											2
Right of Way				4							2
Utility Coordinations				1							
<i>Subtotal</i>	0	0	0	10	0	0	0	0	0		18
<i>Specifications and Estimates</i>											
Special Provisions				6							
Quantities and Cost Estimate				12							
<i>Subtotal</i>	0	0	0	18	0	0	0	0	0		0
<i>Post-Design Consulting Services</i>											
Pre-Construction Meeting	4			4							
RFQ				8							
<i>Subtotal</i>	4	0	0	12	0	0	0	0	0		0
<i>Administrative</i>											
Meetings with County	4										
Management of Subconsultant Services	8										
Project Management	4										
QA/QC				4							
<i>Subtotal</i>	16	0	0	4	0	0	0	0	0		0
<b>Total, Phase II</b>	20	0	0	44	0	0	0	0	0		18



**DESIGN FOR  
ALL THREE BRIDGE LOCATIONS**

**Fee Summary**

**Preliminary & Final Design,  
Phase I & II**

**Direct Salary Costs:**

Project Mgr.  
Roadway Eng. VII  
CAD Tech V

37 hrs.@  
110 hrs.@  
138 hrs.@

\$188.00	per hr.=	\$6,956.00
\$175.00	per hr.=	\$19,250.00
\$117.00	per hr.=	\$16,146.00
<b>Total Labor Costs =</b>		<u>\$42,352.00</u>

<b>ROADWAY</b>	<b>\$35,396.00</b>
<b>ADMINISTRATION</b>	<b>\$6,956.00</b>
	<u>\$42,352.00</u>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2019

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> The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 402-861-7000		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A :</b> General Casualty Co. of Wisconsin			24414
<b>INSURER B :</b> Regent Insurance Company			24449
<b>INSURER C :</b> Continental Casualty Co.			20443
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1708391170

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"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BPK000071300	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BCA000042700	11/1/2018	11/1/2019	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			BUM000052100	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BWC000053800	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Architects/Engineers Professional Liability Claims Made Basis			AEH591924198	11/11/2018	11/11/2019	\$2,000,000 \$4,000,000 Ea.Claim Aggregate

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

E&amp;A Project #P2019.143.001 - Bridges S-179, R-210, R-248 in Lancaster County, NE - Bridges to Culverts Conversion

Lancaster Project #20-1 - Repair of County Bridges S-179, R-210, and R-248

Lancaster County, NE is additional insured for general liability, including ongoing &amp; products and completed operations, and automobile if required by written contract executed prior to loss.

Primary &amp; noncontributory status is governed by the terms &amp; conditions of the insurance policies of all parties to the contract.

Waiver of Subrogation applies for general liability, automobile, and work comp if required by written contract executed prior to loss.

**CERTIFICATE HOLDER****CANCELLATION**

Lancaster County, NE  
 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

## **CHANGES IN COMMERCIAL AUTO COVERAGE FORM**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **A. BROADENED WHO IS AN INSURED**

Paragraph **A.1. Who Is an Insured** of **SECTION II — LIABILITY COVERAGE** is amended to include the following:

- d. 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.
- e. Any "employee" of yours is an "insured" while using an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Each person or Organization to whom you are required by a written contract or agreement to provide additional insured status is an "insured" under Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is an Insured Provision contained in Section II of the coverage form. The written contract or agreement must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."

#### **B. LIABILITY COVERAGE EXTENSIONS SUPPLEMENTARY PAYMENTS**

Paragraphs **A.2.a. (2)** and **A.2.a. (4) Coverage Extensions — Supplementary Payments** of **SECTION II — LIABILITY COVERAGE** are deleted and replaced with the following:

- (2) Up to \$5,000 for the 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.

- (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.

#### **C. FELLOW EMPLOYEE COVERAGE**

Paragraph **B.5. Fellow Employee** Exclusion contained in **SECTION II — LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire that is not a bus, motorcycle or van used to transport employees.

This Fellow Employee Coverage is excess over any other collectible insurance.

#### **D. POLLUTION LIABILITY — BROADENED COVERAGE FOR COVERED AUTOS**

1. **Liability Coverage** is changed as follows:

- a. Paragraph **B.11.a.** of the **Pollution** Exclusion in **SECTION II — LIABILITY COVERAGE** applies only to liability assumed under a contract or agreement.
- b. With respect to the coverage afforded by Paragraph **1.a.** Above, Exclusion **B.6. Care, Custody or Control** of **SECTION II — LIABILITY** does not apply.

2. **Changes in Definitions**

For the purposes of this endorsement, Paragraph **D.** of **SECTION V — DEFINITIONS** is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
  - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

This Pollution Liability Coverage is subject to an Annual Aggregate Limit of Liability of \$100,000.

#### **E. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, but only if there is no similar insurance available to that organization.

However:

1. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

2. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
  - a. The 120th day after you acquire or form the organization, or
  - b. The end of the policy period, whichever is earlier.

#### **F. EXTENDED TOWING**

Paragraph A.2. Towing of SECTION III — PHYSICAL DAMAGE COVERAGE is deleted and replaced with the following:

We will pay for towing and labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is other than a private passenger type, a \$100 deductible will apply.

The most we will pay under this EXTENDED TOWING coverage is \$750 per occurrence.

#### **G. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Paragraph A.4. — Coverage Extensions of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

##### **a. Transportation Expenses**

The amount we will pay for temporary transportation expense is increased to \$50 per day to a maximum of \$3,000.

##### **b. Loss of Use Expenses**

The amount we will pay for loss of use is increased to \$75 per day and to a maximum limit of \$1,000.

#### **H. RENTAL REIMBURSEMENT**

1. This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as carrying physical damage coverage.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of coverage you have on each covered "auto".
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
  - b. \$50 per day
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the paragraph **A.4. Coverage Extensions in SECTION III — PHYSICAL DAMAGE COVERAGE.**

No Deductible applies to this coverage.

**I. AIRBAG COVERAGE**

Exclusion **B.3.** in **SECTION III — PHYSICAL DAMAGE COVERAGE** is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

**J. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT**

**1. Coverage**

- a. We will pay with respect to a covered "auto" described in the Schedule for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
- b. We will pay with respect to a covered "auto" described in the Schedule for "loss" to any accessories used with the electronic equipment described in Paragraph **1.a.** above. However, this does not include tapes, records or discs.

**2. Exclusions**

The exclusions that apply to **SECTION III — PHYSICAL DAMAGE**, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

- a. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- b. Both:
  - (1). An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - (2). Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

**3. Limit Of Insurance**

With respect to coverage under this endorsement, the **Limit Of Insurance** provision of **SECTION III — PHYSICAL DAMAGE COVERAGE** is replaced by the following:

- a. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - (1). The actual cash value of the damaged or stolen property as of the time of the "loss";
  - (2). The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - (3). \$1,500.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
- c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

**4. Deductible**

No deductible applies to this coverage.

The insurance provided by this extension is excess over any other collectible insurance.

## K. TAPES, RECORDS AND DISCS COVERAGE

Exclusion **B.4.a.** of **SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:
  - (1) Are your property or that of a family member, and
  - (2) Are in a covered "auto" at the time of "loss".
    - (a). The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

This extension provides coverage only to a covered "auto".

## L. PHYSICAL DAMAGE DEDUCTIBLE — SINGLE DEDUCTIBLE AND GLASS REPAIR

Paragraph **D. Deductible** in **SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

### D. Deductible

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same occurrence, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos."

No deductible applies to glass damage if the glass is repaired rather than replaced.

## M. PERSONAL EFFECTS COVERAGE

1. If you purchase Comprehensive Coverage on this policy for a stolen owned "auto", we will pay up to \$600 for "personal effects" stolen with the "auto".

2. "Personal effects" as used in this extension means tangible property that is worn or carried by the "insured". "Personal effects" does not include tools, jewelry, money, securities, radar or laser detectors, or tapes, records, discs or similar audio, visual or data electronic equipment.

No Deductible applies to this extension.

The insurance provided by this extension is excess over any other collectible insurance.

## N. LOAN/LEASE PAYOFF COVERAGE

The **SECTION III — PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

## O. CUSTOM SIGNS AND DECORATIONS

In the event of a total loss to a vehicle insured for auto physical damage coverage on this policy, in addition to the ACV of the vehicle, we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

## P. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage's provided are extended to "autos" you hire of like kind and use subject to the following limit:

The most we will pay for any one loss is the lesser of the following:

1. \$50,000 per accident,

2. Actual Cash Value, or
3. The cost of repair.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. This Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

**Q. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Subparagraphs **A.2.a.** of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by:

- a. In the event of "accident", claim, "suit" or "loss", you, your insurance manager or any other person you designate must give us or our authorized representative prompt notice of such "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident" or "loss" from your agent, servant, or "employee."

**R. WAIVER OF SUBROGATION**

**SECTION IV — BUSINESS AUTO CONDITIONS— A. 5. Transfer of Rights of Recovery Against Others to Us** is amended as follows:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "accident" or "loss" under a contract with that person or organization.

**S. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph **B.2. Concealment, Misrepresentation Or Fraud** in **SECTION IV — BUSINESS AUTO CONDITIONS** is amended by adding the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

**T. EXTENDED EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

Paragraph **B.5.b. Other Insurance** of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

- 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 that individual "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".

**U. POLICY PERIOD, COVERAGE TERRITORY**

Paragraph **B.7. Policy Period, Coverage Territory** of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by:

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed for a period of 30 days or less; and

- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

#### **V. DEFINITION OF BODILY INJURY AMENDED**

Paragraph **C.** of **SECTION V — DEFINITIONS** is amended to include:

"Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury." However, no coverage is provided for mental anguish or mental injury absent physical injury.

None of the extensions provided under this coverage endorsement apply if coverage is more specifically identified elsewhere in the policy or endorsements, for which a premium charge is made or a higher limit is identified. Under no circumstances is any limit provided under this extension to be combined with a limit provided elsewhere in the policy or endorsements.



AP: \$731.

(Ed. 7-01)

**POLICY INFORMATION PAGE ENDORSEMENT**

The following item(s)

- Insured's Name (WC 89 06 01)
- Policy Number (WC 89 06 02)
- Effective Date (WC 89 06 03)
- Expiration Date (WC 89 06 04)
- Insured's Mailing Address (WC 89 06 05)
- Experience Modification (WC 89 04 06)
- Producer's Name (WC 89 06 07)
- Change in Workplace of Insured (WC 89 06 08)
- Insured's Legal Status (WC 89 06 10)
- Item 3.A. States (WC 89 06 11)
- Item 3.B. Limits (WC 89 06 12)
- Item 3.C. States (WC 89 06 13)
- Item 3.D. Endorsement Numbers (WC 89 06 14)
- Item 4.\* Class, Rate, Other (WC 89 04 15)
- Interim Adjustment of Premium (WC 89 04 16)
- Carrier Servicing Office (WC 89 06 17)
- Interstate/Intrastate Risk ID Number (WC 89 06 18)
- Carrier Number (WC 89 06 19)
- Issuing Agency/Producer Office Address (WC 89 06 25)

is changed to read:

Endt #1, Effective 11-01-18, Add the blanket WOS to the policy.

**\* Item 4. Change To:**

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$ 31,449

Minimum Premium \$

Deposit Premium \$

**All other terms and conditions of this policy remain unchanged.**

New Estimated Premium	31,449.00
Less Previously Billed	30,718.00
Additional Due	731.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 11/01/2018	Policy No. BWC0000538-00	Endorsement No. 1
Policy Effective Date: 11/01/2018 to 11/01/2019		Premium \$ 731.00
Insured: E AND A CONSULTING GROUP INC		

DBA:

Carrier Name / Code: Regent Insurance Company  
NCCI Carrier Code No. 11061

Countersigned by \_\_\_\_\_



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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Blanket as required by contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 11/01/2018  
Insured E AND A CONSULTING GROUP INC

Policy No. BWC0000538-00

Endorsement No.  
Premium

Insurance Company  
Regent Insurance Company

Countersigned by \_\_\_\_\_

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

## **CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (called additional insured) 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 "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That 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 operations for the additional insured.
  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 coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
4. The insurance provided to the additional insured does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

    - a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - b. Supervisory, inspection, architectural or engineering activities.
  5. We have no duty to defend or indemnify an additional insured under this endorsement:
    - a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
    - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
    - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C.** As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:

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) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.

2. As respects the coverage provided under this endorsement, Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced by the following:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) 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.

(4) 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.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;