

ENGINEERING AGREEMENT
FOR
2020 COUNTYWIDE WETLAND DELINEATION SERVICES
IN LANCASTER COUNTY, NEBRASKA

THIS AGREEMENT, entered into this ____ day of _____, 2019, by and between **Lancaster County**, hereinafter referred to as the "**COUNTY**", and the firm of **JEO**, 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 2020 countywide wetland delineation services for 18 County sites (See 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 WORK**

- A. The **ENGINEER** agrees to provide the wetland delineation services set out in the Scope of Services ("Exhibit A") for 18 sites in Lancaster County, Nebraska.
- B. The **ENGINEER** may provide additional wetland delineation services on sites provided herein or wetland delineation services for additional sites not provided in the Scope of Services if such services are mutually agreed upon in writing by the parties. Such services will be performed at the costs and rates as described in Section VI.A.3.
- C. Upon receiving written notice to proceed from the **COUNTY**, the **ENGINEER** shall perform the work required under this agreement as detailed in Exhibit "A".

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

- A. This Agreement shall be effective upon execution by all parties. The term of the Agreement shall be for one (1) year from the date of execution with the option to renew for one (1) additional one (1) year term.

The **ENGINEER** shall do all the work according to the schedule in attached Exhibit "A" and shall complete all work required under this agreement in a satisfactory manner. Any work or services performed on the project prior to the Notice-to-Proceed date is not eligible for reimbursement. Any costs incurred after the Agreement is expired are not eligible for reimbursement unless the **COUNTY** has provided a written extension of time.

- B. This completion time or period will not be extended because of any unwarranted or avoidable delay attributed to the **ENGINEER**.
- C. Amendments or changes in the scope of work which entail a significant increase in the number of man hours expended by the forces of the **ENGINEER** or any unavoidable delays caused by the **COUNTY** or other governmental agencies which are beyond the control of the **ENGINEER** may form the basis of the **COUNTY** granting an extension of time. In the event that the scope of work is altered as described above, the County Engineer and the **ENGINEER** will determine through negotiation the additional time period to be added to the Agreement. This Agreement may be amended only by a written instrument executed by both parties.
- D. **COUNTY** authorized changes in the scope of work, which increase or decrease work hours or services required of the **ENGINEER**, will provide the basis for a change of time and/or changes to the **ENGINEER'S** fee.

III. **OWNERSHIP OF ENGINEERING DOCUMENTS**

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

IV. **ABANDONMENT CHANGE OF SCOPE, SUSPENSION OR TERMINATION**

- A. It is mutually agreed the services to be performed by the **ENGINEER** may not be assigned, sublet, or transferred without the written consent by the **COUNTY**. Any assignment without the **COUNTY'S** written consent shall be absolutely void.
- B. It is mutually agreed the **COUNTY** has the right to terminate this Agreement at any time upon written notice:
- 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. To the fullest extent permitted by law the **ENGINEER** shall indemnify, defend, and hold harmless the **COUNTY**, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the **ENGINEER**, a subcontractor, anyone directly or indirectly employed by them or anyone for

whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the **ENGINEER** shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the **COUNTY**.

- B. The **ENGINEER** warrants they have not employed or retained by any company or person, other than a bona-fide employee working for the **ENGINEER**, to solicit or secure this Agreement, and they have not paid or agreed to pay any company or person, other than a bona-fide employee any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **COUNTY** shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- C. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the **ENGINEER** shall not be deemed to be employees of the **COUNTY**, and employees of the **COUNTY** shall not be deemed to be employees of the **ENGINEER**. The **ENGINEER** and the **COUNTY** shall be responsible to their respective employees for all salary and benefits. Neither the **ENGINEER'S** employees nor the **COUNTY'S** employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable railroad insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

- D. The parties agree that the **ENGINEER**, its officers, employees and agents shall be available for any in-court testimony as requested by the Lancaster County Attorney's Office. The **ENGINEER** also agrees to make themselves, its officers, employees and agents available to attend any necessary meetings or conferences in preparation of testimony as requested by the Lancaster County Attorney's Office. Should the County Attorney's Office require conferences, meetings or in court testimony of the **ENGINEER**, its officers, employees or agents, the **ENGINEER** shall bill the **COUNTY** at its current standard billing rates.

- E. The **ENGINEER** further agrees the **ENGINEER** and the **ENGINEER'S** subcontractors, if any, will maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred, and to make such materials available at their respective office at all reasonable times during the Agreement period and for three (3) years thereafter from the date of final payment under the Agreement for inspection by the **COUNTY**. Copies of these records will be furnished by the **ENGINEER** to the **COUNTY**, if required.

- F. The **ENGINEER** 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.

- G. 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.

- H. **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.

- I. 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.

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

VI. **FEES AND PAYMENTS**

A. In consideration of the performance of the services under this Agreement, the **ENGINEER** shall invoice the **COUNTY** at the rates described herein, in an amount not to exceed **\$32,073**.

1. **Fees: Phase I Sites**

| | | | |
|----------|---------|----------|---------|
| a. A-117 | \$1,800 | h. C-256 | \$1,718 |
| b. A-192 | \$1,800 | i. D-29 | \$1,800 |
| c. B-142 | \$1,800 | j. F-291 | \$1,718 |
| d. B-281 | \$1,800 | k. G-37 | \$1,718 |
| e. C-56 | \$1,800 | l. J-31 | \$1,800 |
| f. C-87 | \$1,718 | m. J-68 | \$1,800 |
| g. C-90 | \$1,718 | | |

SubTotal: \$22,990

2. **Fees : Phase II Sites:**

| | | | |
|----------|---------|---------|---------|
| a. T-237 | \$1,800 | d. U-54 | \$1,800 |
| b. T-239 | \$1,800 | e. V-52 | \$1,883 |
| c. U-53 | \$1,800 | | |

SubTotal: \$9,083

TOTAL \$32,073

3. The **ENGINEER** may provide additional wetland delineation services on sites provided herein or wetland delineation services for additional sites not provided in the Scope of Services if such services are mutually agreed upon in writing by the parties. The **ENGINEER** will charge \$1,782 per additional site and/or \$105 per hour for additional services.

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

This fee will be considered due and payable in monthly invoices submitted by the **ENGINEER**.

VII. **INSURANCE**

- A. **ENGINEER** shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement. Deductible levels shall be provided in writing from the **ENGINEER's** insurer and will be no more than \$10,000.00 per occurrence. 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 11TH day of SEPTEMBER, 2019.



Signature

JASON NOROVITZ, SENIOR ENVIRONMENTAL SCIENTIST
Name & Title

JED CONSULTING GROUP
Firm Name

2700 FLETCHER AVE.
Address

LINCOLN NE 68504
City State Zip

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

LANCASTER COUNTY BOARD OF COMMISSIONERS

Approved as to form

This _____ day of _____, 20__.

Deputy County Attorney

JEO Proposal and Estimated Fees
for
Lancaster County 2020 Countywide Culvert Replacement
County Project #: 20-09
JEO Project #: P191490.00
Wetland Delineations and Reports
Prepared 9/6/19; revised 9/9/19

Project Description

JEO Consulting Group, Inc. (JEO) is providing this proposal and fee estimate to conduct wetland delineations and prepare wetland delineation reports for Lancaster County's proposed 2020 Countywide Culvert Replacement program. The wetland delineations would identify all wetlands and other waters that may be considered Waters of the U.S. (WOUS) subject to regulation by the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act.

It is JEO's understanding that there are 18 sites in the 2020 Countywide Culvert Replacement program. The study area for each site will consist of 75 feet on the inlet side, 100 feet on the outlet side, and 150 feet up and down station. The 18 sites include:

- | | | |
|---------------------------|---------------------------|---------|
| • A-117 (saline wetlands) | • C-90 | • J-68 |
| • A-192 | • C-256 (saline wetlands) | • T-237 |
| • B-142 | • D-29 | • T-239 |
| • B-281 (saline wetlands) | • F-291 | • U-53 |
| • C-56 | • G-37 | • U-54 |
| • C-87 (saline wetlands) | • J-31 | • V-52 |

Project Scope and Fee

Task Series 100 – Wetland Delineation & Report

- **110 – Desktop Review/Mobilization:**
 Prior to conducting field work, JEO will identify potential WOUS, including wetlands, in the study area by researching publicly-available data and resources including, but not limited to: current and historic aerial imagery, National Wetlands Inventory, National Hydrography Dataset, hydric soils, topography, and/or floodplains. Reviewing these resources prior to conducting the field investigation allows work to be focused on areas most likely to contain wetlands, either currently or historically, and to be impacted by the proposed project.
- **120 – Site Visit/Field Work:**
 JEO will conduct a site visit to delineate all potential WOUS, including wetlands, in the study area. The on-site wetland delineation will be conducted in accordance with the 1987 USACE Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0). Information pertaining to vegetation, soils, and hydrology will be collected at paired data points (e.g., one wetland and one upland), with at least one set of paired data points for each aquatic resource observed on-site. Boundaries of all aquatic resources identified on-site will be recorded in the field using a hand-held GPS with sub-meter accuracy (e.g., Trimble R1 and Collector for ArcGIS).
- **130 – Wetland Delineation Report:**
 Upon completion of the site visit, JEO will analyze and compile the field data into a wetland delineation report that will detail findings and identify potential WOUS, including wetlands, located in the study area. The wetland delineation report will include the following:

- Project site location
- Summary of desktop review
- Identification and mapping of boundaries for all recorded WOUS, including wetlands
- Identification of the types of WOUS, including wetlands, present on-site (i.e., Cowardin classification and Nebraska Wetland Subclass)
- Photographs of each sample point and all WOUS, including wetlands
- USACE Wetland Determination Data Forms

Task Series 200 – Project Management, Meetings, & QA/QC

- 210 – Project Management, Meetings, & QA/QC:
 JEO’s project manager will oversee all aspects of the project and will attend meetings, as necessary, with Lancaster County. JEO’s project manager will also conduct all QA/QC activities to ensure accuracy and completeness in all documents prepared for this project.

Deliverables

- Wetland Delineation & Report
 - A .dwg file of delineated wetlands for each site in Lancaster County Horizontal Control Datum per the Lancaster County Engineering Department Map Projection suitable for a 2-W Plan Sheet. The .dwg files will be provided to Lancaster County on or before November 29, 2019.
 - An electronic copy of the wetland delineation report for each site. Reports for Phase I sites will be provided to Lancaster County on or before December 31, 2019 and reports for Phase II sites will be provided to Lancaster County on or before February 28, 2020.

Phase I sites:

A-117
 A-192
 B-142
 C-56
 C-87
 C-90
 C-256
 D-29
 F-291
 G-37
 J-31
 J-68

Phase II sites:

U-53
 U-54
 V-52
 B-281
 T-237
 T-239

Proposed Project Schedule

The project schedule is dependent upon project direction from Lancaster County and availability of project design plans. Any field/delineation work completed outside of the growing season (May 1 – October 31) may not be accepted by USACE Nebraska Regulatory Office staff. While this time frame is based on a calendar year, it closely follows the general growing season in the State of Nebraska. This time frame may be flexible depending on weather patterns and coordination with USACE Nebraska Regulatory Office staff. It is anticipated that Notice to Proceed would be given prior to September 30, 2019, and that field activities would be completed prior to October 31, 2019.

Project Fee

The estimate for completing the tasks identified above is a **time and materials, not to exceed fee of \$32,073**. Separate costs for each site follow.

| | | | | | |
|---------|---------|---------|---------|---------|---------|
| • A-117 | \$1,800 | • C-90 | \$1,718 | • J-68 | \$1,800 |
| • A-192 | \$1,800 | • C-256 | \$1,718 | • T-237 | \$1,800 |
| • B-142 | \$1,800 | • D-29 | \$1,800 | • T-239 | \$1,800 |
| • B-281 | \$1,800 | • F-291 | \$1,718 | • U-53 | \$1,800 |
| • C-56 | \$1,800 | • G-37 | \$1,718 | • U-54 | \$1,800 |
| • C-87 | \$1,718 | • J-31 | \$1,800 | • V-52 | \$1,883 |

The services stated above are billed based on JEO's standard hourly rates for 2019. Lancaster County will be billed monthly for services to date. Invoices are due upon receipt. JEO will provide additional services via contract amendment at Lancaster County's request. JEO reserves the right to redistribute fee amongst individual tasks as needed, so long as the total NTE contract amount does not change.

Should Lancaster County decide to supplement the above list of sites with additional sites, then it is estimated that the cost per additional site would be the average cost of the 18 sites listed above. Therefore, any additional sites would incur an additional cost of \$1,782 per site. The average hourly rate to applied for additional wetland delineation and report writing services is \$105 per hour.

Services not Included

- Delineation of WOUS, including wetlands, outside of the identified study area.
- Section 404 permitting.
- Coordination with resource/regulatory agencies (e.g., USACE, USFWS, NGPC, SHPO, NDEQ).
- Compensatory mitigation (mitigation plan, design, construction, seeding, or monitoring).
- Other biological surveys or compliance with other agency requests.
- Development of Habitat Conservation Plan documents.
- Endangered and/or threatened species-specific surveys.
- Floodplain permitting.
- NPDES permitting/compliance.
- Obtaining right-of-entry to study area properties.
- Additional revisions and resubmittals beyond those mentioned above.

Proposal and Fee Expiration

The information contained in this proposal and fee estimate is valid until September 30, 2019. After that date, the scope of services and estimated fee are subject to adjustment.

CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).


| | |
|--|--|
| PRODUCER INSPRO Insurance P.O. Box 336 Wahoo, NE 68066 402 443-3742 | CONTACT NAME: Dee Kabourek |
| | PHONE (A/C, No, Ext): 402 443 3742 FAX (A/C, No): 402 443 3571 E-MAIL ADDRESS: dkabourek@insproins.com |
| INSURED JEO Consulting Group, Inc. P.O. Box 207 Wahoo, NE 68066 | INSURER(S) AFFORDING COVERAGE NAIC # |
| | INSURER A : Travelers Insurance Company |
| | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | P630382R7536 | 09/01/2019 | 09/01/2020 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 8104N178342 | 09/01/2019 | 09/01/2020 | 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"/> EXCESS LIAB OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 | | | CUP7J603455 | 09/01/2019 | 09/01/2020 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | UB4J623381 | 09/01/2019 | 09/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A | <input checked="" type="checkbox"/> Professional Liability | | | 105368866 | 11/28/2018 | 11/28/2019 | \$3,000,000 ea claim \$3,000,000 all claims \$100,000 deduct |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project 2020 Countywide Wetland Delineation Services
 Holder listed as Additional Insured per written Contract and Waivers of Subrogation are in their favor.

| | |
|---|---|
| CERTIFICATE HOLDER Lancaster County 444 Cherry Creek Road, Bldg C Lincoln, NE 68528 | CANCELLATION 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  |
|---|---|

POLICY NUMBER: UB-4J623381-19-43-V

**LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE**

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

| | |
|----------------------|--|
| WC 00 00 01 A - 001 | INFORMATION PAGE |
| WC 00 00 01 A - 001 | INFORMATION PAGE 2 |
| WC 00 00 01 A - 001 | EXTENSION OF INFORMATION PAGE - SCHEDULE |
| WC 00 00 01 A - 001 | ENDORSEMENT LISTING |
| WC 99 06 04 00 - 001 | PARTICIPATING ENDORSEMENT - WISCONSIN |
| WC 99 06 07 00 - 001 | PARTICIPATING ENDORSEMENT |
| WC 00 03 11 A - 001 | VOLUNTARY COMP AND EMPLOYERS LIAB COV |
| WC 00 03 13 00 - 001 | WAIVER OF OUR RIGHT TO RECOVER |
| WC 00 04 14 A - 001 | NOTIFICATION OF CHG IN OWNR ENDT |
| WC 00 04 22 B - 001 | TERRORISM RISK INS PROG REAUTH ACT ENDT |
| WC 00 04 24 00 - 001 | AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT |
| WC 00 04 25 00 - 001 | EXPER RATING MOD FACTOR REVISION ENDT |
| WC 99 03 A1 00 - 001 | NOTICE OF CANCELTION |
| WC 99 03 C3 00 - 001 | SPECIAL PROVISIONS ENDT |
| WC 00 04 21 D - 001 | CATASTROPHE (O/T CERT. ACTS OF TERR)ENDT |
| WC 99 04 08 00 - 001 | PREMIUM DISCOUNT ENDORSEMENT |
| WC 00 04 19 00 - 001 | PREMIUM DUE DATE ENDORSEMENT |
| WC 05 04 02 00 - 001 | COLORADO CLASSIFICATION ENDORSEMENT |
| WC 15 04 01 A - 001 | KANSAS FINAL PREMIUM ENDORSEMENT |
| WC 15 06 01 A - 001 | KANSAS CANCELTION AND NONRENEWAL ENDT. |
| WC 26 04 02 00 - 001 | NE CONTRACTING CLASS PREM ADJUST END |
| WC 26 04 03 00 - 001 | NE EXP RATING MOD FACTOR REV ENDT |
| WC 26 06 01 C - 001 | NE CANCELTION ENDT |
| WC 40 06 01 A - 001 | SOUTH DAKOTA DIRECT ACTION STATUTE ENDT |
| WC 40 06 03 00 - 001 | SOUTH DAKOTA MANAGED CARE ENDORSEMENT |
| WC 40 06 05 B - 001 | SD CANCEL & NON RENEWAL |
| WC 48 06 01 C - 001 | WISCONSIN LAW ENDORSEMENT |
| WC 48 06 06 B - 001 | WISCONSIN CANCELTION AND NON RENEWAL |
| WC 99 03 J9 00 - 001 | KS WAIVER OF OUR RIGHT TO RECOVER |

POLICY NUMBER: UB-4J623381-19-43-V

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

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

POLICY NUMBER: 810-4N178342-19-43-G

EFFECTIVE DATE: 09/01/2019

ISSUE DATE: 08/14/2019

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

| | |
|----------------|--|
| IL T0 02 11 89 | COMMON POLICY DECLARATIONS |
| IL T8 01 01 01 | FORMS ENDORSEMENTS AND SCHEDULE NUMBERS |
| IL T0 01 01 07 | COMMON POLICY CONDITIONS |
| IL T3 02 07 86 | CALCULATION OF PREMIUM - COMPOSITE RATES |
| IL T8 25 | CALCULATION OF PREMIUM - COMPOSITE RATES |

COMMERCIAL AUTO

| | |
|----------------|--|
| CA T0 01 02 15 | BA- COVERAGE PART DECS (ITEMS 1 & 2) |
| CA T0 03 02 15 | BUS AUTO COV PART DECLARATIONS-4&5 |
| CA T0 30 02 16 | BUSINESS AUTO/MC COV PART-UM SUPPL SCHD |
| CA T0 31 02 15 | TABLE OF CONTENTS-BUSINESS AUTO COV FORM |
| CA 00 01 10 13 | BUSINESS AUTO COVERAGE FORM |
| CA 01 56 11 13 | NEBRASKA CHANGES |
| CA 01 60 10 13 | IOWA CHANGES |
| CA 20 01 10 13 | LESSOR - ADDITIONAL INSURED AND LOSS PAYEE |
| CA 20 55 10 13 | FELLOW EMPLOYEE COVERAGE |
| CA 21 12 10 13 | IOWA UNINSURED AND UNDERINSURED MOTORIST COVERAGE |
| CA 21 70 10 13 | NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE |
| CA 99 03 10 13 | AUTO MEDICAL PAYMENTS COVERAGE |
| CA 99 35 11 13 | Nebraska Auto Medical Payments Coverage |
| CA 99 48 10 13 | POLLUTION LIAB-BROADENED COV FOR AUTO |
| CA T4 52 02 16 | SHORT TERM HIRED AUTO - ADDITIONAL INSURED AND LOSS PAYEE |
| CA T4 59 02 15 | AMENDMENT OF EMPLOYEE DEFINITION |
| CA T3 53 02 15 | BUSINESS AUTO EXTENSION ENDORSEMENT |
| CA 02 21 12 17 | NEBRASKA CHANGES - CANCELLATION |
| CA T4 45 04 09 | LOSS PAYABLE CLAUSE |

INTERLINE ENDORSEMENTS

| | |
|----------------|--|
| IL T8 00 09 19 | GENERAL PURPOSE ENDORSEMENT |
| IL T4 12 03 15 | AMNDT COMMON POLICY COND-PROHIBITED COVG |
| IL 00 21 05 02 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM) |
| IL 02 76 09 08 | IOWA CHANGES - CANCELLATION AND NONRENEWAL |
| IL T3 05 07 15 | INSURER AMENDMENT ENDORSEMENT |
| IL T0 10 12 86 | LENDER'S CERTIFICATE OF INSURANCE - FORM A |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage.

Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

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".

D. EMPLOYEES AS INSURED

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

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. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

- (1) Owned by an "insured"; and

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: P-630-382R7536-TIL-19

EFFECTIVE DATE: 09-01-19

ISSUE DATE: 08-14-19

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

| | |
|----------------|--|
| IL T0 02 11 89 | COMMON POLICY DECLARATIONS |
| IL T8 01 10 93 | FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS |
| PN U3 20 04 19 | LIBERALIZATION LETTER-GL PRODUCT MODERN |
| IL T3 18 05 11 | COMMON POLICY CONDITIONS-DELUXE |
| IL T0 03 04 96 | LOCATION SCHEDULE |
| IL T8 00 | GENERAL PURPOSE ENDORSEMENT |
| IL T8 03 | GENERAL PURPOSE ENDORSEMENT |

DELUXE PROPERTY

| | |
|----------------|--|
| DX T0 00 11 12 | DELUXE PROP COV PART DECLARATIONS |
| DX 00 01 07 94 | MORTGAGEE HOLDER SCHEDULE |
| DX 00 04 11 12 | TABLE OF CONTENTS - DELUXE PROP COV PART |
| DX T1 00 11 12 | DELUXE PROPERTY COVERAGE FORM |
| DX T1 02 11 12 | DELUXE BI (WITHOUT EE) COVERAGE FORM |
| DX T4 92 11 12 | TENANT MOVEBACK EXPENSES |
| DX T3 19 11 12 | CAUSES OF LOSS-EQUIPMENT BREAKDOWN |
| DX T3 79 11 12 | LOSS PAYABLE PROVISIONS |
| DX T4 02 01 15 | FEDERAL TERRORISM RISK INSURANCE ACT DIS |
| DX 01 02 06 19 | KS CHANGES |
| DX 01 24 07 00 | NE CHANGES |
| DX T3 98 04 02 | ELECTRONIC VANDALISM LIMITATION ENDT |

COMMERCIAL GENERAL LIABILITY

| | |
|----------------|--|
| CG T0 01 11 03 | COML GENERAL LIABILITY COV PART DEC |
| CG T0 07 09 87 | DECLARATIONS PREMIUM SCHEDULE |
| CG T0 08 11 03 | KEY TO DECLARATIONS PREMIUM SCHEDULE |
| CG T0 34 02 19 | TABLE OF CONTENTS - COM GEN LIAB COV |
| CG T1 00 02 19 | COMMERCIAL GENERAL LIABILITY COV FORM |
| CG D3 21 01 04 | TOTAL GENERAL AGGREGATE LIMITED PROJECTS |
| CG D3 61 03 05 | ADD'L INSURED-OWNERS, LESSEES, CONTRACTORS |
| CG D4 14 04 08 | BLANKET ADDL INSD - WRITTEN CONTRACTS |
| CG D6 47 10 12 | CONTRACTUAL LIABILITY - RAILROADS |
| CG 24 12 11 85 | BOATS |
| CG D2 03 12 97 | AMEND-NON CUMULATION OF EACH OCC |
| CG D3 79 02 19 | XTEND END FOR ARCHITECTS, ENG & SURVEY |
| CG D2 43 01 02 | FUNGI OR BACTERIA EXCLUSION |
| CG D2 64 11 03 | EXCL-TEST/CONSULTING ERRORS AND OMISSION |
| CG D2 72 11 03 | EXCL-INSPECTION/APPRaisal/SURVEY COMPANI |
| CG D2 93 11 03 | EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS |
| CG D3 91 08 13 | EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS |
| CG D4 18 11 09 | EXCL - PROF SERV - ARCHITECT/ENG/SURVEY |
| CG D4 21 07 08 | AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS |

POLICY NUMBER: P-630-382R7536-TIL-19

EFFECTIVE DATE: 09-01-19

ISSUE DATE: 08-14-19

COMMERCIAL GENERAL LIABILITY (CONTINUED)

| | |
|----------------|--|
| CG D6 18 10 11 | EXCL-VIOLATION OF CONSUMER FIN PROT LAWS |
| CG D7 76 01 16 | UNMAN AIRCRFT EXCL-EX DESIG AIRCRFT & AI |
| CG D0 93 08 96 | EXCL-COMPUTER SOFTWARE ERRORS & OMISSION |
| CG D1 42 02 19 | EXCLUSION-DISCRIMINATION |
| CG D2 40 09 15 | EXCLUSION -SILICA OR SILICA-RELATED DUST |
| CG T3 23 08 11 | EXCL - AIRCRAFT PROD AND GROUNDING |
| CG F4 22 03 06 | GOVERNMENTAL IMMUNITY ENDORSEMENT-IOWA |

EMPLOYEE BENEFITS LIABILITY

| | |
|----------------|--|
| CG T0 09 09 93 | EMPLOYEE BENEFITS LIAB COV PART DEC |
| CG T0 43 01 16 | EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS |
| CG T1 01 01 16 | EMPLOYEE BENEFITS LIABILITY COV FORM |

INLAND MARINE

| | |
|----------------|--|
| CM A0 28 08 96 | IMPAK COVERAGE PART DECLARATIONS |
| CM T3 71 08 96 | IM PAK COVERAGE SUMMARY |
| CM T0 28 08 96 | IM PAK COV CONTRACTORS EQUIP SCHEDULE |
| CM T0 29 08 96 | IM PAK COV SCHEDULED PROPERTY SCHEDULE |
| CM T0 11 08 05 | TABLE OF CONTENTS |
| CM 00 01 09 04 | COMMERCIAL INLAND MARINE CONDITIONS |
| CM T8 94 09 93 | LOSS PAYABLE PROVISIONS |
| CM T1 43 08 96 | IMPAK COVERAGE FORM |
| CM T3 98 01 15 | FEDERAL TERRORISM RISK INSURANCE ACT DIS |
| CM 01 25 07 00 | NEBRASKA CHANGES-INTENTIONAL ACTS |

INTERLINE ENDORSEMENTS

| | |
|----------------|--|
| IL T3 68 01 15 | FEDERAL TERRORISM RISK INS ACT DISCLOSE |
| IL T4 05 03 11 | DESIGNATED ENTITY - CANC PROVIDED BY US |
| IL T4 12 03 15 | AMNDT COMMON POLICY COND-PROHIBITED COVG |
| IL T4 14 01 15 | CAP ON LOSSES CERTIFIED ACT OF TERRORISM |
| IL T3 82 05 13 | EXCL OF LOSS DUE TO VIRUS OR BACTERIA |
| IL 00 21 05 02 | NUCLEAR ENERGY LIAB EXCL END-BROAD FORM |
| IL 01 25 11 13 | COLORADO CHANGES - CIVIL UNION |
| IL 01 59 09 07 | NE CHANGES-FRAUD OR MISREPRESENTATION |
| IL F0 49 09 07 | NEBRASKA CHANGES ACTUAL CASH VALUE |
| IL T3 55 05 13 | EXCLUSION OF CERTAIN COMPUTER LOSSES |
| IL T9 35 12 17 | NE CHGES - CANCELLATION AND NONRENEWAL |
| IL T9 59 01 16 | KS CHANGES-CONCEALMENT, MISREP OR FRAUD |
| IL T9 64 04 98 | NEBRASKA CHANGES-APPRAISAL |
| IL T9 69 09 07 | CO CHANGES CONCEAL MISREP OR FRAUD |

POLICY NUMBER: P-630-382R7536-TIL-19
EFFECTIVE DATE: 09-01-19
ISSUE DATE: 08-14-19

POLICYHOLDER NOTICES

PN T6 14 11 09 IMP NOTICE TO IOWA POLICYHOLDERS-ACV

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

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

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

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.