

## AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (“Effective Date”) by and between Sinclair Hille Architects (hereinafter referred to as “the Contractor”) and the County of Lancaster, Nebraska (hereinafter referred to as “the County”). Collectively the County and the Contractor may be referred to as “Parties,” and individually each may be referred to as a “Party.”

WHEREAS, the County wishes to obtain the services of qualified professional to conduct the Lancaster County Facilities Study 2019-2029 to chart a course for meeting the space needs of a select group of County Departments for the next ten years; and

WHEREAS, the Contractor is willing to provide the County with said services and has the necessary skills, expertise, experience, facilities, personnel, systems, and capabilities to conduct the study;

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

1. The length of this Agreement shall be for one (1) year from the date of execution, unless terminated pursuant to Paragraph 9 of this Agreement.
2. The purpose of the study is to yield a viable, deployable plan that enables the County to make informed decisions based on the recommendations of the study.
3. The Parties shall perform in good faith their respective duties under this Agreement.
  - A. Upon receiving written notice to proceed from the County, the Contractor shall provide the following services, duties, and functions, as further detailed in Attachment A, attached hereto and incorporated by this reference:
    - i. Facilitate a planning process that culminates in the development of a Facilities study for the following fifteen (15) County agencies:
      - (1) Board of Commissioners;
      - (2) Budget & Fiscal;
      - (3) Cooperative Extension;
      - (4) County Assessor/Register of Deeds;
      - (5) County Clerk;
      - (6) County Engineer;
      - (7) County Sheriff;
      - (8) County Treasurer;
      - (9) Election Commissioner;
      - (10) General Assistance;

- (11) Human Services;
- (12) Records and Information Management;
- (13) Risk Management;
- (14) Weed Control Authority; and
- (15) Youth Services Center.

- ii. Review data including, but not limited to, current floor plans and building layouts.
- iii. Rank the agencies on a “highest needs” basis to indicate the greatest facility and/or growth needs.
- iv. Analyze agency growth needs and assess space planning for a ten (10) year period.
- v. Provide planning mechanisms that support County capital investments.
- vi. Identify efficiencies that decrease future space needs through intra-Agency shared space and increase public convenience by locating related Agencies in close proximity.
- vii. Develop cost estimates for overarching recommendations.
- viii. Develop timing priority for overarching recommendations.
- ix. Complete the study according to the timelines provided in Attachments A and B, attached hereto and incorporated by this reference.

B. The County shall, upon execution of the Agreement, provide to the Contractor a notice to proceed and a list of contact information, including email address and phone numbers, for the department heads and/or elected officials for each department in the study.

3. In consideration of the performance of Contractor’s services, duties, and functions set forth in this Agreement, County shall pay to Contractor a total amount not to exceed Ninety Four Thousand Nine Hundred and Sixty (\$94,960) Dollars as provided in Attachment C, attached hereto and incorporated by this reference, unless additional expenditures are agreed upon in a written amendment to this Agreement executed subsequent to the Effective Date of this Agreement. The Contractor agrees that it shall not be paid for such services, duties, and functions until Contractor has provided to County such services, duties, and functions.

Contractor shall invoice County for the services, duties, and functions actually provided within ninety (90) days of the actual provision of such services.

Invoices shall contain at a minimum the following information: a) date services were provided, b) the name of the Contractor's employee who performed the services, c) the duration of services, d) the nature of services, e) the location of services, f) the hourly rate charged for the services, g) the extended charge for services at the indicated hourly rate, and h) a grand total of hours and charges for services. Invoices will be stated in United States dollars and shall be due and payable within thirty (30) days following date of receipt of the invoice.

It is understood and agreed that the amount stated above shall represent total reimbursement for the services, duties, and functions provided pursuant to, and all other requirements of, this Agreement. The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance. The Parties agree that compensation is not, nor shall it be deemed, a retainer.

4. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.
6. Contractor agrees to indemnify and hold harmless, to the fullest extent allowed by law, the County and its principals, officials, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officials, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require

Contractor to indemnify or hold harmless the County from liability for the negligent or wrongful acts or omissions of County or its principals, officials, officers, or employees.

7. If any portion 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.
8. Contractor agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, youth, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
9. This Agreement may be terminated at any time without penalty by either Party giving thirty (30) days written notice to the other Party. Should either Party materially breach this Agreement, the other Party shall notify the breaching Party of the material breach in writing and the materially breaching Party will have fifteen (15) days to cure the material breach. If the material breach is not cured within fifteen (15) days, the other Party may, at its discretion, terminate the Agreement immediately upon written notice to the breaching Party. This Agreement also may be terminated by County in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the party. In the event of unavailability of funds to pay any amounts due under the Agreement, the County shall immediately notify the Contractor, and the Agreement shall terminate without penalty or expense to the County. Upon termination of this Agreement, the County shall pay the Contractor for any approved and documented services or products completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.
10. The Contractor shall, prior to beginning work and at all times during its performance pursuant to this Agreement, comply with the requirements of the Insurance Clause for All City of Lincoln, Lancaster County and Public Building Commission Contracts provided in Attachment D, which is incorporated herein by this reference.
11. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the

Immigration Reform and Control Act of § 1986. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Paragraph 11 pursuant to the requirements of state law and 8 U.S.C. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this Paragraph 11.

12. The Parties do hereby agree to all the terms and conditions of this Agreement. This Agreement shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors and assigns. The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties whether verbal or written regarding the subject matter contained herein.
13. Either Party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that Party's rights.
14. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.
15. All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to County or the Contractor at the address or email address set forth below or such other address or email address as either may specify hereafter in writing:

County:

Kerin Peterson  
Director of Facilities and Properties  
920 "O" Street  
Lincoln, NE 68508  
Kpeterson@lancaster.ne.gov

Contractor:

John Kay  
Principal Project Manager  
Sinclair Hille Architects  
700 "Q" Street  
Lincoln, NE 68508  
jkay@sinclairhille.com

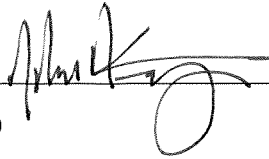
Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may be deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be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

16. Contractor agrees to keep confidential all deliverables and all technical, product, business, financial, personal, and other information regarding the business and the software programs of County and/or or County's contractors (the "Confidential Information"), including but not limited to programming techniques and methods, research and development, computer programs documentation, marketing plans, customer identity, business methods, criminal justice records, and any other personally identifying information.
  - A. Contractor shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit or otherwise convey any Confidential Information, in whole or in part, to any other party. Contractor's protections and safeguards shall not be less stringent than those that are employed, or should reasonably be employed, by Service Provider in protecting its own information of the same type as the Confidential Information.
  - B. Contractor agrees that it will not use any Confidential Information for its own purpose or for the benefit of any third party and shall honor the copyrights of County and will not copy, duplicate, or in any manner reproduce any such copyrighted materials.
  - C. The provisions of this Paragraph 16 shall survive termination or expiration of this Agreement. County shall have the right to take such action it deems necessary to protect its rights hereunder, including, without limitation, injunctive relief and any other remedies as may be available at law or equity.
17. Contractor agrees that all deliverables developed during hours billed to County are works made for hire and shall belong exclusively to County and no rights thereto shall accrue in any manner to Contractor. In addition, County shall be the sole owner of all patents, copyrights, trade secrets and other intellectual property rights related to the deliverables. Contractor does not have the right to use any deliverables if Contractor is not performing such services on behalf of County.
18. Contractor warrants that all deliverables shall be the original work product of Contractor and will not be based on, or derived from, the proprietary information or items of a third party and that none of the deliverables will infringe any copyrights, patents, trade secrets, or other proprietary rights of a third party. Contractor warrants that the services, duties, and functions provided for under this Agreement shall be performed in a workmanlike and professional manner. Contractor warrants that all employees assigned to perform work under this Agreement shall have a level of skill and experience commensurate with the requirements of the task to which such employee is required to perform.
19. The laws and jurisdiction of the State of Nebraska shall govern any disputes or issues regarding the terms and conditions of this Agreement. The Parties further

agree that they shall be subject to the jurisdiction of the State of Nebraska. If either Party brings against the other Party any proceeding arising out of this Agreement, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

20. Neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event.
21. Contractor agrees to comply with all related applicable local, state, and federal laws in its performance of this Agreement.
22. 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 Effective Date of this Agreement and signed by all Parties.
23. The Undersigned hereby agrees and represents that he or she is legally capable to sign this Agreement and to lawfully bind the Contractor to the terms and conditions of this Agreement.

EXECUTED this 17<sup>TH</sup> day of SEPTEMBER, 2019, by Contractor.

By:   
("The Undersigned")

Name: JOHN KAY

Title: PRINCIPAL



EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by Lancaster County, Nebraska.

By: \_\_\_\_\_  
Roma Amundson, Chair  
Lancaster County Board of County  
Commissioners

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

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

## WORK PLAN

\* The following plan is based on a Notice to Proceed of September 4, 2019.

### 1. LAUNCH (September)

**Timeframe:** September 4 – October 2, 2019 (4 weeks)

**Meeting #1:** Friday, September 20, 2019

**Completion Date:** October 2, 2019

#### Action Items

- Prepare and distribute project information packet to County Executive Committee
- Provide project timeline and expectations to Executive Committee
- Develop questionnaire tool for identifying agency space needs
- Transmit questionnaire surveys to agencies ten days in advance of first meeting
- Conduct strategic goal setting with Committee
- Review project timeline - number of work sessions and dates
- Formulate criteria to judge Facility Plan recommendations
- Establish goals for the outcome of our work and identify possible "roadblocks"
- Identify issues, needs, concerns and priorities
- Gather data on each agency organizational structure
- Gather data on each agency current staff numbers
- Set schedules for individual agency tours
- Compile drawings of existing buildings included in the study scope
- Review data including, but not limited to, current floor plans and building layouts.
- Review previous County and Public Building Commission Facilities Plans (2002 and 2014)
- Review related other plans conducted by public institutions that may impact County facilities (e.g. 2018 City of Lincoln Downtown Master Plan; 2015 City of Lincoln South Haymarket Neighborhood Study)

### 2. INTERVIEWS AND TOURS (October & November)

**Timeframe:** October 3 – November 27, 2019 (8 weeks)

**Completion Date:** November 27, 2019

#### Action Items

- General review of questionnaire/survey responses from agencies
- Understand critical factors impacting agency space needs
- Compile data on agency growth needs from survey responses
- Analyze capacity of existing facilities
- Analyze layout efficiency for underutilized space
- Compile quantitative information - square footages, quantity, types
- Review existing room sizes, quantities and support spaces
- Develop projected square-footage needs based on projections provided by agencies
- Conduct interviews with each agency - review projected staff growth
- Develop understanding of operational function for each agency
- Ask questions to test solutions

- Analyze opportunities and constraints of existing buildings
- Document internal circulation needs
- Define staff adjacencies
- Ascertain staff workflows
- Identify security needs and levels of confidentiality in workspaces
- Collect and review most recent agency budget planning information
- Identify current and future parking quantities based on staff data

### **3. ANALYZE (December 2019 & January 2020)**

**Timeframe:** December 2-20, 2019 and January 6-31, 2020 (7 weeks)

**Meeting #2:** Friday, January 24

- Analysis Summary, Test Draft Ideas, Get Feedback

**Completion Date:** January 31, 2020

#### **Action Items**

- Analyze agency growth needs and assess space planning for a ten-year period
- Analyze current and projected customer visit data
- Organize and rank agencies on a "highest needs" basis to define greatest facility & growth needs
- Identify efficiencies that decrease future space needs through intra-Agency shared space
- Identify enhanced public convenience by locating related agencies in proximity
- Analyze opportunities to renovate, reuse or repurpose existing facilities
- Examine pedestrian and vehicular access relative to projected growth
- Develop draft recommendations for meeting space requirements of 'highest- need' agencies
- Meet with 'highest- need' agencies to test/review draft recommendations
- Develop cost estimates and order-of-magnitude for recommendations
- Prioritize immediate and long-term projects for implementation plan
- Create draft implementation framework
- Test and validate assumptions
- Study budgeting and funding sequences
- Conduct progress presentation to County Board, report on analysis and seek input

### **4. REVIEW (February & March 2020)**

**Timeframe:** February 3 - March 20, 2020 (7 weeks)

**Meeting #3:** Friday, February 21, 2020

- Review revised recommendations

**Meeting #4:** Friday, March 13, 2020

- Present Draft Report

**Completion Date:** March 20, 2020

#### **Action Items**

- Document and distribute Draft Recommendations Summary
- Provide initial cost information to assist decision-making
- Provide initial implementation framework to assist decision-making

- Conduct Meeting #3 - engage stakeholders to test draft recommendations, implementation priorities, obtain feedback
- Document conclusions from Meeting #3 input, distribute to Executive Committee
- Incorporate input obtained in Meeting #3, revise recommendations for space/growth needs
- Revise cost estimates for recommendations
- Refine implementation plan for recommendations
- Conduct Meeting #4 - present revised draft recommendations

***SUBMIT DRAFT PLAN TO LANCASTER COUNTY - MARCH 20, 2020***

County two-week comment period March 23 – April 3, 2020

Draft plan will be revised prior to final submittal.

**5. REFINE AND COMPLETE**

**Timeframe:** April 6 – April 24, 2020 (3 weeks)

**Completion Date:** April 24, 2020

**Action Items**

- Review comments submitted from two-week review period
- Coordinate with Committee on determining which comments will be included
- Edit recommendation summary and implementation framework
- Prepare and submit the Final Plan Report
- Conduct presentation to County Board of Commissioners

Launch/Data Gathering

Interviews and Tours

Analyze

# 2019 Calendar

January							February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
29	30	31																									

May							June							July							August						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
29	30	31																									

Sep. 4: Notice to Proceed (NTP)  
Distribute Intro Letter with meeting schedule and questionnaire

September							October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
29	30	31																									

County Attorney contracts

○ Kerin & John Progress Meetings,  
Wednesday's 10:30 am -12:00 pm

⬡ Group Work Sessions: Friday  
mornings 10:30 am - 12:00 pm

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Analyze

Review

Comment Period

Refine & Complete

# 2020 Calendar

January							February							March							April													
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa							
25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		1	2	3	4	5	6	7
12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		1	2	3	4	5	6	7	8	9	10	11	12	13	14
19	20	21	22	23	24	25	26	27	28	29	30	31		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
26	27	28	29	30	31																													

May							June							July							August													
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa							
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31																																		

September							October							November							December													
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27	28	29	30																															

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○ Kerin & John Progress Meetings, Wednesday's 10:30 am -12:00 pm

◻ Group Work Sessions: Friday mornings 10:30 am - 12:00 pm

Lancaster County Facilities Study: Sinclair Hille Architects - Fee Proposal		Project Manager	Architect I (Interior)	Architect II	Architectural Associate II	Administrative II	Totals
<b>1. LAUNCH</b>		40	8		32	16	96
	Prepare and distribute project information packet to County Executive Committee						
	Provide project timeline and expectations to Executive Committee						
	Develop questionnaire tool for identifying agency space needs						
	Transmit questionnaire surveys to agencies ten days in advance of first meeting						
	Gather data on each agency organizational structure						
	Gather data on each agency current staff numbers						
	Set schedules for individual agency tours						
	<i>Meeting #1</i>						
	<i>Draft Agenda</i>						
	<i>Conduct strategic goal setting with Committee</i>						
	<i>Review project timeline - number of work sessions and dates</i>						
	<i>Formulate criteria to judge Facility Plan recommendations</i>						
	<i>Establish goals for the outcome of our work and identify possible "roadblocks"</i>						
	<i>Identify issues, needs, concerns and priorities</i>						
	Compile drawings of existing buildings included in the study scope						
	Review data including, but not limited to, current floor plans and building layouts.						
	Review previous County and Public Building Commission Facilities Plans (2002 and 2014)						
	Review related other plans conducted by public institutions that may impact County facilities (e.g. 2018 City of Lincoln Downtown Master Plan; 2015 City of Lincoln South Haymarket Neighborhood Study)						
<b>2. INTERVIEWS AND TOURS</b>		80	32	32	48		192
	Review of questionnaire/survey responses from agencies						
	Understand critical factors impacting agency space needs						
	Compile data on agency growth needs from survey responses						
	Analyze capacity of existing facilities						
	Analyze layout efficiency for underutilized space						
	Compile quantitative information - square footages, quantity, types						
	Review existing room sizes, quantities and support spaces						
	Develop projected square-footage needs based on projections provided by agencies						
	Conduct interviews with each agency - review projected staff growth						
	Develop understanding of operational function for each agency						
	Ask questions to test solutions						
	Analyze opportunities and constraints of existing buildings						
	Document internal circulation needs						
	Define staff adjacencies						
	Ascertain staff workflows						
	Identify security needs and levels of confidentiality in workspaces						
	Collect and review most recent agency budget planning information						
	Identify current and future parking quantities based on staff data						
<b>3. ANALYZE</b>		100	80	64	20		264
	Analyze agency growth needs and assess space planning data						
	Analyze current, and projected customer visit data						
	Organize and rank agencies on a "highest needs" basis to define greatest facility & growth needs						

	Project Manager	Architect I (Interior)	Architect II	Architectural Associate II	Administrative II	Totals
<b>Lancaster County Facilities Study: Sinclair Hille Architects - Fee Proposal</b>						
Identify efficiencies that decrease future space needs through intra-Agency shared space						
Identify enhanced public convenience by locating related agencies in proximity						
Analyze opportunities to renovate, reuse or repurpose existing facilities						
Examine pedestrian and vehicular access relative to projected growth						
Develop draft recommendations for meeting space requirements of 'highest- need' agencies						
Create draft implementation framework						
<i>Meeting #2</i>						
<i>Meet with 'highest- need' agencies to test/review draft recommendations</i>						
Develop cost estimates and order-of-magnitude for recommendations						
Prioritize immediate and long-term projects for implementation plan						
Refine Draft Recommendations Summary						
<b>4. REVIEW</b>	80	32	32		16	160
Prepare and distribute Draft Recommendations Summary						
Provide initial cost information to assist decision-making						
Provide initial implementation framework to assist decision-making						
<i>Meeting #3</i>						
<i>Engage stakeholders to test draft recommendations, implementation priorities, obtain feedback</i>						
Document conclusions from Meeting #3 input, distribute to Executive Committee						
Incorporate input obtained in Meeting #3, revise recommendations for space/growth needs						
Revise cost estimates for recommendations						
Refine implementation plan for recommendations						
<i>Meeting #4 Review Draft Report</i>						
<i>Present revised draft recommendations</i>						
Edit and compile Draft Plan						
Package and submit Draft Plan						
<b>5. REFINE AND COMPLETE</b>	20				8	28
Organize comments submitted from two-week review period						
Coordinate with Committee on determining which comments will be incorporated						
Edit recommendation summary and implementation framework						
Prepare and submit the Final Plan Report						
Conduct presentation to County Board of Commissioners						
<b>Labor Hours</b>	<b>320</b>	<b>152</b>	<b>128</b>	<b>100</b>	<b>40</b>	<b>740</b>
<b>Labor Cost</b>	<b>\$ 52,800</b>	<b>\$ 15,960</b>	<b>\$ 14,080</b>	<b>\$ 9,000</b>	<b>\$ -</b>	<b>\$ 91,840</b>
					40 hours Administrative time will be donated- no charge. 7:00-4:00= 700 hours per interview	Average hourly rate = \$124
<b>Reimbursables:</b>						
(4) Committee Work Session materials e.g. plots, copies - \$60/ea.						\$ 240
Draft Report printing - (9) copies @ \$40/ea.						\$ 360
Final Report printing - (9) copies @ \$40/ea.						\$ 360
<b>Reimbursable Cost</b>						<b>\$ 960</b>



Lancaster County Facilities Study: Sinclair Hill Architects - Fee Proposal	Project Manager	Architect I (Interior)	Architect II	Architectural Associate II	Administrative II	Totals
LABOR + REIMBURSEABLE TOTAL						\$ 92,800
COST PER DEPARTMENT (15 DEPARTMENTS IN STUDY SCOPE)						\$ 6,187
Additional Services: Existing County CAD Files (7) Buildings						
Sinclair Hill has CAD files of the Youth Services Center, Justice and Law Enforcement Center and the County/City Government Building. If the County does not have CAD files of the other four buildings, Sinclair Hill will need to create those files for the County. 4 buildings x 6 hours each				\$ 2,160		\$ 94,960

## INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln     Lancaster County     Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9. This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.**

### **Insurance; Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, 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 City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

### **Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

**1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

**1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

**1.2 Automobile Liability**

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

**1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

**1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**□1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**□1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**□1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. 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, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, 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 the Work, 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 Contractor, 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 Contractor 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 Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2019

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> Travelers Indemnity Company			25658
<b>INSURER B:</b> Charter Oak Fire Insurance Co.			25615
<b>INSURER C:</b> XL Specialty Insurance Co			37885
<b>INSURER D:</b> Travelers Property Casualty of America			25674
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER:** 1694237021 **REVISION NUMBER:**

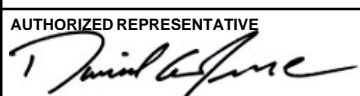
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y	Y	6800H9796871947	5/19/2019	5/19/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							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
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAOH98019A19GRP	5/19/2019	5/19/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <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			CUP0H9823051947	5/19/2019	5/19/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<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	UB4N2094521947G	5/19/2019	5/19/2020	PER STATUTE	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 Profess Liab. Claims Made Incl.Pollution Legal Liability			DPR9935924	1/1/2019	1/1/2020	\$2,000,000 \$2,000,000	Ea.Claim Aggregate

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

Project: Lancaster County Facilities Study 2019-2029  
 Certificate holder is primary, non contributory additional insured for general liability if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract.  
 Certificate holder is additional insured for automobile liability if required by written contract executed prior to loss.  
 Waiver of Subrogation applies for general liability, automobile liability, and workers' compensation if required by written contract executed prior to loss.  
 Notice of cancellation will be 10 days according to policy provisions

**CERTIFICATE HOLDER** **CANCELLATION** 10 Day Notice for Nonpay of Premium

Lancaster County, Kerin L. Peterson Director of Facilities and Properties Public Building Commission 920 "O" Street Lincoln NE 68508	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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POLICY NUMBER: BA-0H98019A-19-GRP

EFFECTIVE DATE: 05-19-19

ISSUE DATE: 03-14-19

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

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

### COMMERCIAL AUTOMOBILE

CA TO 01 02 15	BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA TO 02 02 15	BA COVERAGE PART DECS (ITEM 3)
CA TO 03 02 15	BA COVERAGE PART DECS (ITEMS 4 & 5)
CA TO 30 02 16	BA/AD/MC COV PART SUPPL SCH - ITEM TWO
CA TO 31 02 15	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA T4 59 02 15	AMENDMENT OF EMPLOYEE DEFINITION
CA 01 56 11 13	NEBRASKA CHANGES
CA 20 54 10 13	EMPLOYEE HIRED AUTOS
CA 21 70 10 13	NE UM AND UIM COVERAGE
CA 99 35 11 13	NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE
CA T3 40 02 15	BLANKET WAIVER OF SUBROGATION
CA T4 37 02 16	BLANKET ADD'T INS
CA 02 21 12 17	NEBRASKA CHANGES - CANCELLATION

### INTERLINE ENDORSEMENTS

IL T4 00 12 09	DESIGNATED ENTITY-C/NR PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 05 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM



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

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

POLICY NUMBER: 680-0H979687-19-47

EFFECTIVE DATE: 05/19/2019

ISSUE DATE: 03/14/2019

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

PN U3 20 04 19 LIBERALIZATION LETTER - GENERAL LIABILITY PRODUCT  
MODERNIZATION  
IL TO 19 02 05 COMMON POLICY DECLARATIONS  
IL TO 25 08 01 RENEWAL CERTIFICATE  
MP TO 01 02 05 BUSINESSOWNERS COVERAGE PART DECLARATIONS  
IL T8 01 01 01 FORMS ENDORSEMENTS AND SCHEDULE NUMBERS  
IL T3 15 09 07 COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP TO 25 02 05 SPECIAL PROVISIONS - LOSS PAYEE  
CP 12 18 10 12 LOSS PAYABLE PROVISIONS  
MP T1 30 02 05 TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART -  
DELUXE PLAN  
MP P0 06 09 15 ARCHITECTS, ENGINEERS AND SURVEYORS PROPERTY  
ENHANCEMENT  
MP P0 07 09 15 ARCHITECTS, ENGINEERS AND SURVEYORS FLOOD ENDORSEMENT  
MP P0 08 09 15 ARCHITECTS, ENGINEERS AND SURVEYORS EARTHQUAKE  
ENDORSEMENT  
MP T1 02 02 05 BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM  
MP T1 05 02 05 AMENDATORY PROVISIONS - OFFICES  
MP T3 25 01 15 FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE  
MP T3 50 11 06 EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION  
MP T3 56 02 08 AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS  
PERSONAL PROP COV ENHANCEMENTS  
CP 01 24 07 00 NEBRASKA CHANGES

COMMERCIAL GENERAL LIABILITY

CG D4 69 02 19 TOT AGG LIMIT OTHER THAN PROJECTS  
CG T0 34 02 19 TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY  
COVERAGE FORM CG T1 00 02 19  
CG T1 00 02 19 COMMERCIAL GENERAL LIABILITY COVERAGE FORM - Was CG0001 1001  
CG D3 09 02 19 AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS  
HAZARD  
CG D6 75 02 19 AMEND-WHO IS INS-ARCHIT/ENG/SURVEY ACTIV  
CG D2 03 12 97 AMEND - NON CUMULATION OF EACH OCC  
CG T8 01 05 19 GENERAL PURPOSE ENDORSEMENT  
CG T8 02 05 19 GENERAL PURPOSE ENDORSEMENT  
CG T8 03 05 19 GENERAL PURPOSE ENDORSEMENT  
CG D3 79 02 19 XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND  
SURVEYORS  
CG D4 18 11 09 EXCLUSION - PROFESSIONAL SERVICES - ARCHITECTS,  
ENGINEERS OR SURVEYORS

Forms Cont'd on Next Page...

POLICY NUMBER: 680-0H979687-19-47

EFFECTIVE DATE: 05/19/2019

ISSUE DATE: 03/14/2019

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D4 21 07 08 AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS  
CG D6 18 10 11 EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION  
LAWS  
CG D0 76 06 93 EXCLUSION - LEAD  
CG D1 42 02 19 EXCLUSION - DISCRIMINATION

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93 EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS  
CG T0 43 01 16 TABLE OF CONTENTS - EMPLOYEE BENEFITS LIABILITY  
COVERAGE FORM  
CG T1 01 01 16 EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03 LIMITATION WHEN TWO OR MORE POLICIES APPLY

INTERLINE ENDORSEMENTS

IL T3 68 01 15 FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE  
IL T4 00 12 09 DESIGNATED ENTITY - NOTICE OF CANCELLATION OR  
NONRENEWAL PROVIDED BY US - Added by Endt (NOC-City of Lincoln)  
IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG  
IL T4 14 01 15 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
IL T3 82 05 13 EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA  
IL 00 21 05 02 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD  
FORM)  
IL 01 22 09 07 NEBRASKA CHANGES - ACTUAL CASH VALUE  
IL T3 25 02 93 NEBRASKA CHANGES - APPRAISAL

POLICY HOLDER NOTICES

PN T4 54 01 08 IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND  
BROKER COMPENSATION  
PN MP 38 01 11 IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS

New Forms/Versions Highlighted in Yellow.

Forms on Old Policy, Not on New:  
CGD255 1103 - Amendment of Coverage - Pollution  
CGD381 0915 - Blkt AI (Architects, Engineers and Surveyors)  
CGD471 0115 - Amendment of Coverage B - Personal and Advertising Injury Liability  
CGD206 0604 - Amend of Expected or Intended Injy Exl-Add of Prop Damage to Exc for Resnlr Force  
CGD288 1103 - Employment-Related Practices Exclusion  
CGD326 1011 - Exclusion-Unsolicited Communication  
CGD356 0514 - Mobile Equipment Redefined-Exclusion of Vehicles Subject to Motor Vehicle Laws  
CGD380 1011 - Exclusion-Engineers, Architects or Surveyors  
CGD675 0113 - Amend-Who is Ins-Architect/Eng/Surv  
CGD746 0115 - Exclusion - Access or Disclosure of Confidential or Personal Info  
CGD797 0116 - Amendment - Other Insurance Condition-Engineers  
CGD242 0102 - Exclusion-War  
CGT478 0290 - Exclusion-Asbestos  
CGD409 0408 - Amendment of Bodly Injury Definition  
CGD419 0708 - Amendment of Property Damage Definition  
IL0259 1217 - NE Chg-Cancellation and Nonrenewal  
IL0164 0702 - NE Changes - Appraisal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an 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 that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily



COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D.** The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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

## **ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** Provisions **A. – T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Broadened Named Insured</li> <li><b>B.</b> Incidental Medical Malpractice</li> <li><b>C.</b> Reasonable Force – Bodily Injury Or Property Damage</li> <li><b>D.</b> Non-Owned Watercraft – Increased To Up To 75 feet</li> <li><b>E.</b> Aircraft Chartered With Crew</li> <li><b>F.</b> Extension Of Coverage – Damage To Premises Rented To You</li> <li><b>G.</b> Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</li> <li><b>H.</b> Medical Payments Limit</li> <li><b>I.</b> Increased Supplementary Payments</li> <li><b>J.</b> Additional Insured – Owner, Manager Or Lessor Of Premises</li> <li><b>K.</b> Additional Insured – Lessor Of Leased Equipment</li> <li><b>L.</b> Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</li> <li><b>M.</b> Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</li> </ul> | <ul style="list-style-type: none"> <li><b>N.</b> Additional Insured – Architect, Engineer Or Surveyor</li> <li><b>O.</b> Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li><b>P.</b> Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess</li> <li><b>Q.</b> Per Project General Aggregate Limit</li> <li><b>R.</b> Knowledge And Notice Of Occurrence Or Offense</li> <li><b>S.</b> Unintentional Omission</li> <li><b>T.</b> Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</li> <li><b>U.</b> Amended Bodily Injury Definition</li> <li><b>V.</b> Amended Insured Contract Definition – Railroad Easement</li> <li><b>W.</b> Amended Property Damage Definition – Tangible Property</li> <li><b>X.</b> Additional Definition – Contract or Agreement Requiring Insurance</li> </ul> |
|--|---|

**PROVISIONS**

**A. BROADENED NAMED INSURED**

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

**B. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to Paragraph 1. **Insuring Agreement** of **COVERAGE A BODILY**



**INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision **B.**:
  - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
  - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph **2.a.(1)(d)** of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)**:

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful 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 insurance provided by this Provision **B.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The **Expected Or Intended Injury Exclusion** in Paragraph **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

**Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**

1. The exception contained in Subparagraph **(2)** of the **Aircraft, Auto Or Watercraft Exclusion** in **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

**(2)** A watercraft you do not own that is:

**(a)** Less than 75 feet long; and

**(b)** Not being used to carry persons or property for a charge;

2. Only as respects the insurance provided by this Provision **D.**, **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

3. The insurance provided by this Provision **D.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**E. AIRCRAFT CHARTERED WITH CREW**

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft Exclusion** in Paragraph **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)**:

Aircraft chartered with crew, including a pilot, to any insured.



- 2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
- 3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

- 1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**

- 2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
- 3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

- 4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

- 5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

**G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION**

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.



## COMMERCIAL GENERAL LIABILITY

### H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

### I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B in COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

### J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply to:
      - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

### K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply:
      - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

- 3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

**M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

- 1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- 2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

**N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR**

- 1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

- 2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

- 1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

a. 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. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

- 2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

**P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS**

- 1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.



## COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
  - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision **P.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
  3. The insurance provided by this Provision **P.** shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

### Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph **2.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **B;** and
  - b. Damages from "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A** and for all medical expenses caused by accidents under Coverage **C** which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage **A** for damages and under Coverage **C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision **Q.**:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

### R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

**S. UNINTENTIONAL OMISSION**

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT**

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

**U. AMENDED BODILY INJURY DEFINITION**

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

**V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT**

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:
  - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

**W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY**

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.



COMMERCIAL GENERAL LIABILITY

**X.** The following definition is added to **SECTION V – DEFINITIONS:**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: UB-0H980778-19-47-G

**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 00 03 10 00 - 001	SOLE PROPRIETORS, PARTNERS, OFFICERS END
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 06 R3 00 - 001	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 00 04 21 D - 001	CATASTROPHE (O/T CERT. ACTS OF TERR) ENDT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 26 04 03 00 - 001	NE EXP RATING MOD FACTOR REV ENDT
WC 26 06 01 C - 001	NE CANCELATION ENDT

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POLICY NUMBER: UB-0H980778-19-47-G

## **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.**