

AGREEMENT

THIS AGREEMENT is entered into on this ____ day of _____, 2022, (“Effective Date”) by and between Erickson Sullivan 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 professional architecture and engineering services related to renovation of approximately 2,160 sq. ft., more particularly described in Exhibit 1, which is attached hereto and incorporated by this reference, and depicted in Exhibit 2, which is attached hereto and incorporated by this reference, of property located at 600 S. 70th St., Lincoln, Nebraska (“the Property”); and

WHEREAS, the Contractor is willing to provide the County with said services and has the necessary skills, expertise, and experience to meet those needs;

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

1. The Term of this Agreement shall be from the date of execution of this Agreement by both Parties through the date of Contractor’s completion of the services described in the Scope of Services contained in Exhibit 1, but in no event shall the Agreement remain in effect later than twelve (12) months from the date of execution of this Agreement. However, if the Basic Services are not completed within twelve (12) months, through no fault of the Contractor, then the Parties may agree to extend the Agreement, except that the Architect’s services beyond that time shall be billed to the client as Additional Services on an hourly bases equitable adjusted to reflect normal salary and office expenses.
2. The purpose of this Agreement is for the Contractor to provide the Services described in Scope of Services: Phase 1 (Preliminary Design), and Phase 2 (Final Design, Documents and Construction Observation) in Exhibit 1. Contractor shall not be responsible for any construction or furniture as a result of its services.
3. The Parties shall perform in good faith their respective duties under this Agreement.
4. In consideration of the performance of Contractor’s services set forth in Exhibit 1, County shall pay to Contractor a total amount not to exceed forty eight thousand three hundred fifty (\$48,350) dollars as provided in Exhibit 1, unless additional expenditures are mutually 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.

5. 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.
6. Except for Olsson Engineering, as provided for in Exhibit 1, 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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 Exhibit 3, which is attached hereto and incorporated herein by this reference.
12. 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.

- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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:

Lisa Helms
Lancaster County Veterans Service
605 S 10th St
Lincoln, NE 68528
lhelms@lancaster.ne.gov

Contractor:

Scott Sullivan
Erickson Sullivan Architects
110 S 14th St., Suite 200
Lincoln, NE 68528
scott@ericksonsullivan.net

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.

17. 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 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. Contractor agrees to comply with all related applicable local, state, and federal laws in its performance of this Agreement.
23. 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.
24. 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 _____ day of _____, 2022, by Contractor.

By: _____
("The Undersigned")

Name: _____

Title: _____

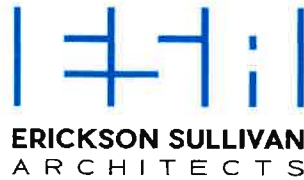
EXECUTED this ____ day of _____, 2022, by Lancaster County, Nebraska.

By: _____
Deb Schorr, Chair
Lancaster County Board of Commissioners

APPROVED AS TO FORM

this ____ day of _____, 2022.

Deputy County Attorney
for PAT CONDON
County Attorney



Lisa Helms, Director

Lancaster County Veterans Service Office
605 S. 10th Street
Room 373
Lincoln, NE 68508
lhelms@lancaster.ne.gov

RE: Veterans Service Office VA Lease Space Remodel

Dear Lisa:

Thank you for the opportunity to assist with your relocation to a portion of the VA Hospital, Building 45. Given both we and our engineering consultant, Olsson Engineering, have worked with Aging Partners to renovate the rest of this area for their use, we are very familiar with the building and are anxious to see the remaining space renovated to good use. Based upon our tour of the area, the following are our assumptions, design scope, and fees to provide architectural and engineering design services to renovate this space.

Assumptions:

1. The area to be renovated, as indicated by the shaded area on the attached plan, is approximately 2,160 s.f.
2. Based upon our discussion, the area is to include the following:
 - a. Waiting area
 - b. Reception area
 - c. Shared veterans' computer space
 - d. Existing restroom
 - e. 5-6 offices
 - f. Office file/copy/storage area
 - g. Conference room for approximately 20
3. Based upon a preliminary review with the Fire Inspector, we will not need to design an exit route to the north, only a single exit to the main entrance of Aging Partners, to the southeast.
4. Our scope of services generally includes the architectural, interior design, and mechanical/electrical design work. No structural engineering is anticipated or included in this proposal.
5. Given there are no mechanical units dedicated to this particular area, we are assuming to complete the design of new mechanical service for this area.
6. Because the project is subject to Board approval, we are formatting our proposal in two phases, one for preliminary design and an opinion of construction costs, and a second phase, if approved to proceed, to provide final design, construction documents, bidding assistance, and construction observation services.

7. New tenant space may tie into existing Building 45 electrical and water services, and be submetered to separate tenant utility costs.
8. It is assumed that all existing MEP service equipment for tie-in (electrical panels, water, etc.) is sufficient to accommodate the proposed renovation.
9. All IECC compliance is assumed to utilize the prescriptive method. Energy modeling to comply via performance method can be provided as an additional service.
10. Owner shall provide 30-day, electrical panel metering as required to comply with National Electrical Code requirements for documenting existing loads within a building.

Scope of Services:

Phase 1 (Preliminary Design):

Architect Services:

1. Field verify existing conditions to complete base plan drawings.
2. Develop an initial floor plan design scheme for tenant review and potential changes.
3. Update the initial design floor plan.
4. Develop a preliminary opinion of construction costs for the proposed design.
5. Submit the updated preliminary design plan and opinion of construction costs to the Tenant for approval to proceed with Phase 2 work.

Mechanical/Electrical Engineering Services:

1. Receive a proposed floor plan layout from architect with notes on space usage, occupancy rates, and typical equipment.
2. Coordinate with architect and tenant to determine specific space needs for energy metering, HVAC system selection, plumbing fixtures, power, lighting, and telecommunications.
3. Develop an opinion of probable construction cost based on information received.

Phase 2 (Final Design, Documents and Construction Observation): (If Approved)

Architect Services:

1. Review and update the preliminary Phase 1 floor plan for final approval.
2. Complete construction documents for the final design, including architectural, and interior design.
3. Complete specifications for all work and materials to be incorporated into the project.
4. Assist the Owner in advertising the project for bid and address issues during bidding.
5. Review bids and provide the Owner a recommendation of bidder approval.
6. Assist with construction observation services, including review of shop drawing submittals, addressing questions, providing periodic review of construction, and reviewing contractor monthly pay applications.
7. Assist with project closeout procedures, including a Punch List, review of contractor final submittals, and approval of contractor's final pay application.

Mechanical/Electrical Engineering Services:

Using the approved floor plans, prepare mechanical and electrical construction documents in Revit or AutoCAD format from base plans provided by others. Plans will be prepared in accordance with standards set forth by the local government agencies and the Client's design criteria. Drawings will be stamped and signed for the State of Nebraska by a licensed professional engineer. Book specifications will be developed for materials and equipment. The design will include:

Fees:

Based upon the previously described assumptions and scope of services, we propose to provide these services on a lump sum basis, plus limited reimbursable expenses, as follows:

Phase 1 (Preliminary design) Fee:

Architect Fees (Erickson Sullivan Architects):	\$3,450
Engineering Fees (Olsson):	<u>\$7,800</u>
	\$11,250

Phase 2 (Final Design, Documents, and Construction Observation) Fee:

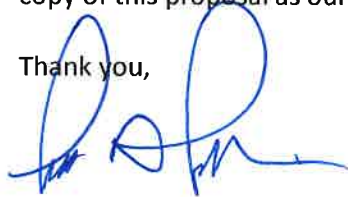
Architect Fees (Erickson Sullivan Architects):	\$19,500
Engineering Fees (Olsson):	<u>\$17,600</u>
	\$37,100

Total Project Design Fees: \$48,350

Invoices will be sent monthly based upon work completed, payable within 45 days.

Please call if any questions. Otherwise, we will await your notice to proceed. Please sign and return one copy of this proposal as our notice to proceed with Phase 1 services.

Thank you,



Scott D. Sullivan, AIA

Accepted By:

On behalf of Veterans Service Office

Exhibit 2

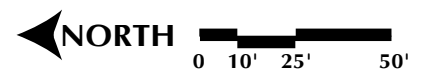
Approximate space to be renovated outlined in red below.



- OUTLEASED
 - VACANT
 - OTHER
Common Space (Public Toilets)
 - Circulation
 - Mechanical
-
- INPATIENT SERVICES**
MEDICAL
Inpatient Medical Care
 - SURGICAL
Inpatient Surgical Care
 - ICU
Medical & Surgical ICU
 - PSYCHIATRY
Psychiatric Residential Rehab
 - RESIDENTIAL REHAB
 - RESIDENTIAL SERVICES
Inpatient MH & Behavioral Med
 - INTERMEDIATE MED/NHCU
Nursing Home Care Unit
Hospice/Palliative/Respite Care
Hoptel
-
- TREATMENT SERVICES**
PRIMARY CARE
ACS Primary Care
ACS Urgent Care
Adult Day Care
Dental
Geriatrics
HBHC
 - SPECIALTY CARE
ACS Specialty Care
Audiology
Cardiology
Dialysis
Digestive/GI/Endoscopy
EEG/Neurology
Eye Clinic
Pulmonary/Respiratory Care
 - MENTAL HEALTH
Day Hospital
Day Treatment Center
Mental Health Clinic
Psychiatry Admin
Psychology
Substance Abuse Clinic
 - SURGICAL
 - ANCILLARY/DIAGNOSTIC
Dietetics
Evaluation Unit
Nuclear Medicine
Pathology
Pharmacy
Prosthetics
Radiation Therapy
Radiology
Recreational Therapy
Rehab Medicine
Social Work
-
- ADMINISTRATION**
ADMINISTRATIVE SERVICES
Clinical Service Admin
Director's Suite
Fiscal
Human Resources
IRM
MAS (Business Office)
Nursing Service Admin
On-Call Program
Lobby Space
Police/Security
Quality Management
VSO/Vet Assistance
STAFF SERVICES
Child Care Center
Credit Union
Employee Fitness
Residential Quarters
 - SUPPORT SERVICES
Canteen Service
Nutrition/Food
Education
EMS
Linen Service
Centralized Staff Facilities
Engineering
Library
Medical Media
Chaplain
Medical Research/Development
SPD/A&MM
Voluntary Service

VA LINCOLN EXISTING SPACE PLAN - BASEMENT FLOOR (77,530 GSF; 59,698 DGSF)

VA NEBRASKA MASTER PLAN



MAY 5, 2005 LEOADAILY

Insurance Requirements

Submission date: **31 March 2022, 9:23AM**
 Receipt number: **281**
 Related form version: **17**

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **“Agreement”** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **“City”** shall mean the City of Lincoln, NE.
- **“COI”** shall mean a Certificate of Insurance.
- **“Contractor”** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **“County”** shall mean the County of Lancaster, Nebraska.
- **“Owner(s)”** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **“PBC”** shall mean the Lincoln-Lancaster County Public Building Commission.
- **“Site”** shall mean the location the Work is being completed and/or delivered to.
- **“WHJPA”** shall mean the West Haymarket Joint Public Agency.
- **“Work”** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the **County**
 following:

PROVISIONS: **11. Errors and Omissions; Professional Liability**

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the **Lancaster County**
Certificate Holder on the COI using the following
address: 555 S. 10th St., Lincoln, NE 68508

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

11. Errors and Omissions; Professional Liability: The Contractor shall have, maintain, and provide proof of Errors and Omissions or Professional Liability insurance.

- A. **Basis:** Claims-made unless available as Occurrence basis coverage. Claim-made must have a retrospective date be the earlier of the date of this Agreement or prior to work commencing.
- B. **Limits:** Not less than \$1,000,000 each claim and \$1,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include Owner and third-party bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and 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 because of pollution conditions, including asbestos, lead, and mold, arising from Contractor's operations and completed operations. Coverage shall include defense expenses including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- D. **Tail Coverage:** Shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.
- E. **Combined:** Pollution Liability and Professional Liability coverages may be procured through a combined Professional Liability and Pollution Liability policy with combined policy limits of not less than \$4,000,000 per claim and \$4,000,000 in the aggregate.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

jward@lancaster.ne.gov