

SPECIAL MEETING AGENDA
FOR THE
WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, OCTOBER 27, 2022 AT 2:30 P.M.
CITY-COUNTY BUILDING
COUNCIL CHAMBERS, 1ST FLOOR
555 S. 10TH STREET
LINCOLN, NE 68508

1. Introductions and Notice of Open Meetings Law Posted by Door.
2. Public Comment and Time Limit Notification Announcement.
Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.
3. WH 22-10 Resolution to approve an Agreement for Engineering Services between the West Haymarket JPA and Olsson, Inc. for semi-annual inspections in accordance with the West Haymarket Redevelopment Site North and South O & M Plans, survey consultation, and limited on-call soil sampling for a sum not to exceed \$13,320.00. (Frank Uhlarik)
 - Public Comment
 - (Staff recommendation: Approval)
4. WH 22-11 Resolution of intent to make a grant of funds to the Lincoln Youth Complex in an amount not to exceed \$4,500,000.00 from the West Haymarket Joint Public Agency Surplus Fund to reimburse the Lincoln Youth Complex for a portion of its costs to design and construct the Lincoln Youth Complex Sports Fields. (JPA Board/Chris Connolly)
 - Public Comment
 - (Staff recommendation: Approval)
5. WH 22-12 Resolution to approve the First Amendment to the Second Amended and Restated Facilities Agreement between the City of Lincoln and the West Haymarket Joint Public Agency to add the Lincoln Youth Complex Sports Fields project and to delete Exhibit A attached to the West Haymarket Joint Public Agency Rules of Governance and replace with Amended Exhibit A. (JPA Board/Chris Connolly)
 - Public Comment
 - (Staff recommendation: Approval)
6. Motion to Adjourn

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Agreement for Engineering Services between the West Haymarket Joint
4 Public Agency and Olsson, Inc. for semi-annual inspections in accordance with the West
5 Haymarket Redevelopment Site North and South O & M Plans, survey consultation, and limited
6 on-call soil sampling for a sum not to exceed \$13,320.00, is hereby approved and the Chairperson
7 of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to
8 execute said Agreement.

Adopted this _____ day of October, 2022.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

WEST HAYMARKET JOINT PUBLIC AGENCY AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into by and between West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska (WHJPA), and

Olsson, Inc.
601 P Street, Suite 200, Lincoln, NE 68508

(Engineer).

In consideration of the mutual covenants herein contained, WHJPA hereby agrees to contract with Engineer to perform engineering and related professional services hereinafter outlined in connection with

Semi-annual inspections in accordance with the West Haymarket Redevelopment Site (WHRS) North and South O&M Plans, survey consultation and limited on-call soil sampling.

(Work).

SECTION I — SCOPE OF SERVICES

Engineer agrees to timely and professionally complete the Work described above and herein, furnish and pay all costs, including any related taxes, and to furnish all labor, supplies and material and everything else reasonably necessary to complete the same unless specifically provided otherwise in this Agreement for the services listed in the Scope of Services (Scope), attached hereto. Such Scope of Services may also be referred to as “the Work.” To the extent that the Scope, Engineer’s proposal, or any other attachment hereto is in conflict with this Agreement, this Agreement shall control.

SECTION II — COMPENSATION

For the services or Work covered by this Agreement, WHJPA agrees to pay Engineer as follows:

1. **Basic Services.** Engineer shall be paid the compensation set forth in the Scope attached hereto, plus all allowed actual expenses and the total of all fees and allowed actual expenses shall not exceed \$13,320.00 without written consent of WHJPA. WHJPA is not responsible for fees or expenses incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in the Work Schedule attached to this Agreement unless otherwise agreed to by WHJPA.
2. **Additional Services or Change in Scope.** WHJPA may from time to time, require additional services or change in Scope. Such services, including the amount of compensation for such services, which are mutually agreed upon by and between WHJPA and Engineer, shall be effective when incorporated by written amendments to this Agreement. Additional services or change in Scope shall not begin until the amendment is executed.
3. **Cost Overruns.** Engineer is responsible for determining if the actual fees or expenses will exceed the maximum amount stated above. If at any time during the Work, Engineer determines that the fees or expenses will exceed, or have exceeded the maximum amount stated above, Engineer must immediately notify WHJPA in writing and describe which fees

or expenses are causing the overrun and the reason. Engineer must also estimate the additional fees or expenses needed to complete the Work. WHJPA will then determine if the maximum amount is to be increased, remain the same, or determine if the scope of the Work needs to be modified or terminated. An amendment will be prepared if cost overruns are authorized by WHJPA.

4. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this Agreement, but in no event longer than August 31, 2023, unless approved extensions are issued by written amendment.
5. **Invoices.** Unless otherwise set forth in the attachments, invoices shall be payable as follows:
 - ☒ Monthly
 - ☐ Quarterly
 - ☐ Lump Sum
 - ☐ Other: _____

Invoices must present activities of Engineer and/or any subcontractors showing not less than actual hours worked, hourly rates applied, actual expenses incurred unless otherwise specified in the Scope or Fee Schedule, and any applicable supporting documentation, such as, but not limited to, receipts. All invoices shall be in a format acceptable to WHJPA.

6. **Progress Reports.** Invoices shall be substantiated by written progress reports which indicate the percentage of the Work completed or other metrics of progress agreed to or reasonably requested by WHJPA or as set forth in the proposal or Scope. A written progress report shall be provided to WHJPA each month in which Work is done by Engineer. Engineer shall provide a progress report within a reasonable time after a request for such report by WHJPA, separate and apart from the billing process.
7. **Payment.** WHJPA shall pay Engineer within thirty (30) days of approval of Engineer's invoices. WHJPA may reject all or part of any invoice for any reasonable cause. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the Work and whether WHJPA determines that the Work is satisfactory. Upon determination that the Work was adequately substantiated and satisfactory, payment will be made in the amount of one hundred percent (100%) of the billed actual costs and hourly fees. After Engineer has completed all Work required under this Agreement, a final invoice shall be submitted to WHJPA. Upon acceptance of the Work by WHJPA and final payment is made, an audit of all invoiced amounts may be completed by WHJPA or its authorized representative.
8. **Final Payment.** The acceptance of the final payment will constitute and operate as a release to WHJPA for all claims and liability of Engineer, its representatives, and assigns, for any and all things done, furnished, or relating to the services and Work rendered by or in connection with this Agreement or any part thereof. Engineer agrees to reimburse WHJPA for any overpayments.

SECTION III — WHJPA'S RESPONSIBILITIES

If available, WHJPA will furnish, as required for the Work and not at the expense of Engineer, the following items:

1. Property, boundary, easement, right-of-way, utility surveys, and property descriptions when

such information is required.

2. All maps, drawings, records, audits, annual reports, and other data that are available in the files of WHJPA and which may be useful in the Work involved under this Agreement, including existing surveys, maps, and boring information for the site. Engineer must identify and specifically request available information by itemized written request with sufficient detail to identify existing documents. WHJPA does not warrant or represent that such information is accurate or complete with regard to the Work.
3. Access to public and private property, as necessary, when required in conduct of field investigations.
4. Charges for review of drawings and specifications by governmental agencies required for concurrence or permits, if any.

SECTION IV — OTHER MATTERS

It is mutually understood and agreed:

1. **Termination of Agreement.** Termination may occur for any of the following reasons:
 - a) This Agreement may be terminated by WHJPA or Engineer if the other party fails to adequately perform any material obligation required by this Agreement (Default). Termination rights under this section may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.
 - b) WHJPA may terminate this Agreement, in whole or part, for any reason for WHJPA's own convenience upon at least ten (10) calendar days' written notice to Engineer.
 - c) WHJPA may terminate this Agreement 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 WHJPA. In the event of unavailability of funds to pay any amounts due under this Agreement, WHJPA shall immediately notify Engineer, and this Agreement shall terminate without penalty or expense to WHJPA. Upon termination, WHJPA shall pay Engineer for any approved and documented Work completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.
 - d) If the Agreement is terminated by WHJPA as provided in (b) or (c) above, Engineer shall be paid for all Work performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under the compensation section above, up until the date of termination. Engineer hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of termination.
 - e) Engineer agrees that, upon termination as provided in this section (a) above, Engineer shall not be employed by any developer or other party who is or may be interested in the Work, without prior written approval of WHJPA.

- f) WHJPA reserves the right to withhold payment for Work rendered that is not in compliance with this Agreement or setoff against payments due.
2. **Project Representatives.** Frank Uhlarik will act as WHJPA's Authorized Representative for the Work and Nicolas Anderson will act as Engineer's authorized representative. Engineer's authorized representative shall have direct and responsible charge for timely completing Engineer's responsibilities. All changes and other matters requiring decisions on the part of WHJPA will be administered and directed by WHJPA's authorized representative.
 3. **Cost Estimates.** Engineer represents that construction estimates are done according to the Scope and shall comply with the current applicable City of Lincoln Standard Specifications for Municipal Construction, using unit prices where possible. Engineer does not warrant that contractor bids will be acceptable to WHJPA.
 4. **Signatures and Approvals.** All submittals by Engineer shall be complete for project purposes and include all required seals, signatures, and approvals.
 5. **Construction Phase Changes.** All design changes made during construction must be approved by WHJPA in a written change order or amendment to this Agreement.
 6. **Advisory Capacity for Disputes.** In disputes between WHJPA and any other party, Engineer shall advise WHJPA on issues concerning the Work.
 7. **Ownership of Drawings and Specifications.** Upon termination or final payment, drawings, specifications, electronic files, and other work product or deliverables (information) shall become the property of WHJPA as soon as payment for the same has been completed or termination has been affected. Engineer may retain copies of all information for its records and use if it so desires. In the event WHJPA elects to use portions of or all of the information contained in the documents prepared for the Work, for any purpose other than the specific purpose for which they were prepared, WHJPA agrees to hold harmless and indemnify Engineer for and against any and all liability in any manner whatsoever arising out of the utilization of such information.
 8. **Engineer's Supervision; Seal.** All required Work shall be performed under the direct supervision of a registered professional engineer licensed to practice in the State of Nebraska. Engineer also hereby agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and specifications prepared hereunder.
 9. **Independent Contractor.** WHJPA is interested only in the results produced by this Agreement. Engineer has sole and exclusive charge and control of the manner and means of performance. Engineer shall perform as an independent contractor, and it is expressly understood that neither Engineer nor any of its staff are employees of WHJPA and are not entitled to any WHJPA benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, injury leave, or other leave provisions.
 10. **Fair Employment.** Engineer shall not discriminate against any employee (or applicant for

employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, Neb. Rev. Stat. § 48-1122, as amended, or such similar federal law as may be applicable.

11. **Fair Labor Standards.** Engineer shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.
12. **Insurance; Coverage.** Engineer, prior to beginning the Work, agrees to WHJPA Insurance requirements and shall provide proof of insurance coverage in a form satisfactory to WHJPA, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described in the INSURANCE REQUIREMENTS FOR ALL CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION AGREEMENTS, attached and incorporated herein.
13. **Indemnification.** To the fullest extent permitted by law the Engineer shall indemnify, defend, and hold harmless the WHJPA, 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 Engineer, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Engineer shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the WHJPA.
14. **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the sovereign immunity of WHJPA.
15. **Copyrights, Royalties, and Patents; Warranty.**
 - a) Without exception, Engineer represents and warrants that the consideration for this Agreement includes Engineer's payment, if any, for any and all royalties or costs due any third party arising from patents, trademarks, copyrights, and other similar intangible rights claimed by any such third party in any way involved with or related to the Work provided herein by Engineer pursuant to this Agreement. Further, Engineer shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Engineer represents that all materials, processes, or other protected rights, if any, to be used in the creation of the Work have been duly licensed or authorized by the appropriate parties for such use. Engineer agrees to furnish WHJPA upon demand written documentation of such

license or authorization and if unable to do so, Engineer agrees that WHJPA may withhold a reasonable amount from Engineer's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

- b) Engineer shall indemnify WHJPA and defend suits or claims for infringement for damages, including but not limited to attorney's fees, of any patent, copyright, trademark, or other intangible rights that Engineer has used in the course of performing this Agreement.
- c) Engineer represents and warrants to WHJPA that it is free to enter into this Agreement and that the performance thereunder will not conflict with any other Agreement to which Engineer may be a party. Engineer represents and warrants to WHJPA that the Work is unique and original, is clear of any claims or encumbrances, and does not infringe on the rights of any third parties.
- d) Engineer agrees to and hereby transfers all right, title, and interest, including those of a property or copyright nature, in any reports, studies, data, website creation, digital files, imagery, metadata, maps, statistics, forms, and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Engineer without express written consent of WHJPA. WHJPA shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as WHJPA deems appropriate. Engineer warrants that all materials, processes or other protected rights to be used have been duly licensed or authorized for WHJPA's use.

16. Engineer's Standard of Care. In providing the Work under this Agreement, Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Engineer and by mutual agreement between the parties, Engineer will, without additional compensation, correct those services not meeting the standard set forth herein. Engineer further agrees that the Work provided shall conform to the requirements of this Agreement.

17. Compliance with Law. Engineer shall comply with all Federal, State, and local laws, rules, and regulations applicable to the Work, including applying for and obtaining all necessary permits, certifications, licenses, and approvals required by the law or regulations that relate to the Work.

18. Nebraska Law. This Agreement shall be construed pursuant to the laws of the State of Nebraska.

19. Integration; Amendment; Assignment; Severability; Waiver. This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement signed by both parties. Any assignment or transfer of any of the Work to

be performed by Engineer is hereby prohibited unless prior written consent of WHJPA is obtained. This Agreement shall be binding upon the successors and assigns of the parties hereto. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement, and invalidity of any section of this Agreement shall not invalidate any other section thereof. The failure of either party to enforce any section of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every section of this Agreement.

20. **Audit and Review.** This Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code, and all parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. Engineer shall maintain, and also require that its Sub-Consultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at Engineer's office at all reasonable times during the Agreement term and for five (5) years from the date of final payment under this Agreement. Such materials must be available for inspection by WHJPA, City, State, FHWA, or any authorized representative of the state or federal governments and, when requested, Engineer shall furnish copies.

21. **Federal Immigration Verification.** In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Engineer agrees to register with and use a federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized. Engineer shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. §1324b. Engineer shall require any sub-agreement or to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

a) **Attestation Form.** If Engineer is an individual or sole proprietor, Engineer agrees to complete the United States Citizenship Attestation Form as provided by WHJPA and attach it to the Agreement.

b) **Public Benefits Eligibility Status Check.** If Engineer is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, Engineer agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. Engineer agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§ 4-108 through 4-114. If the applicant indicates he or she is an alien, Engineer shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at WHJPA's request. For information on the SAVE program, go to www.uscis.gov/SAVE.

22. **Living Wage.** If the compensation for the Work provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance Chapter 2.81 of the Lincoln Municipal Code. The ordinance requires that, unless specific exemptions apply or a waiver is granted, Engineer shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Living Wage Ordinance, WHJPA shall have authority to terminate this Agreement and to seek other remedies for violation of this ordinance.

23. **Records Retention.** Unless WHJPA specifies in writing a different period of time, Engineer agrees to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement. See City of Lincoln Records Retention Schedule. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

24. **Document Control Clause.** The Agreement includes the following documents:

- a) Scope of Services, Schedule, and Fee;
- b) Insurance requirements, certificates, and endorsements;
- c) Amendments to Agreement (if any);
- d) _____
- e) _____

For Agreement documents submitted prior to execution, if terms and conditions therein conflict with other Agreement documents, those Agreement document with the date closest to the date of execution of this Agreement shall control.

25. **Capacity.** Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid, and binding obligation of said party.

IN WITNESS WHEREOF, WHJPA and Engineer do hereby execute this Agreement as of the date of execution set forth below.

**WEST HAYMARKET JOINT PUBLIC
AGENCY**

Date: _____

By: _____
Leirion Gaylor Baird, Chair

SIGNATURE PAGE FOR OLSSON FOLLOWS

ENGINEER

Date: 10/19/2022

By: 

Name: Nicolas Anderson

Title: Project Scientist

Date: 10/19/2022

By: 

Name: Jason Byler

Title: Lead Engineer

SCOPE OF SERVICES

Project Owner: West Haymarket Joint Public Agency
Consultant: Olsson, Inc.
Project Name: WHRS O&M
City Project No.: _____
Date: October 6, 2022

Project Description

WHRS Consulting Services

TASK 1. Operations and Maintenance Inspections

1.1 Operations and Maintenance Inspections

- Complete the Winter 2022 and Spring 2023 semi-annual inspections as required in the West Haymarket Redevelopment Site North (WHRSN) Operations and Maintenance (O&M) Plan (October 6, 2015) and the West Haymarket Redevelopment Site South (WHRS) O&M Plan (August 2018).

Olsson will complete this task with the following project understanding:

- Up to two semi-annual inspections will be completed.
- Olsson is not implementing repairs.
- Olsson is not conducting follow up documentation that repairs have been completed.

TASK 2. Legal Description

2.1 Legal Description

Develop individual descriptions for the following named parcels: Alter North, Alter South, and Jaylynn. The revised descriptions are to comply with the request of the US Environmental Protection Agency (EPA).

Olsson will complete this task with the following project understanding:

- In-field survey services are not anticipated and are not included.
- Client will supply existing data/information, as available, to assist Olsson in preparing the legal descriptions.

TASK 3. On-Call Soil Sampling

3.1 On-Call Soil Sampling

Olsson will provide on-call soil sampling services for up to 12 hours of fieldwork and up to 4 soil samples analyzed for RCRA Metals, VOCs, SVOC, PAHs, and/or PCBs (TCLP extraction if needed). Assumes Olsson would be notified at least two weeks prior to collecting samples.

Nebraska 2022 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Regional Business/Practice Leader	\$ 292.00
Market Sector Leader	\$ 292.00
Office Leader	\$ 243.00
Senior Project Manager	\$ 243.00
Client Relationship Manager	\$ 243.00
Industry Expert	\$ 243.00
Team Leader	\$ 209.00
Business Development Ldr/Sr Specialist	\$ 212.00
Business Development Specialist	\$ 162.00
Technical Leader	\$ 184.00
Senior Engineer	\$ 180.00
Project Engineer	\$ 147.00
Associate Engineer	\$ 123.00
Assistant Engineer	\$ 105.00
Senior Scientist	\$ 159.00
Project Scientist	\$ 125.00
Associate Scientist	\$ 105.00
Assistant Scientist	\$ 85.00
Senior Planner	\$ 159.00
Project Planner	\$ 125.00
Associate Planner	\$ 106.00
Assistant Planner	\$ 85.00
Senior Landscape Architect	\$ 162.00
Project Landscape Architect	\$ 129.00
Associate Landscape Architect	\$ 109.00
Landscape Architect Designer	\$ 89.00
Stormwater Compliance Manager	\$ 167.00
Database Manager	\$ 158.00
CAD Manager	\$ 162.00
BIM Manager	\$ 162.00
Civil 3D Trainer	\$ 162.00
GIS Specialist	\$ 129.00
Systems Specialist	\$ 126.00
Senior Architect	\$ 167.00
Project Architect	\$ 135.00
Associate Architect	\$ 112.00
Assistant Architect	\$ 92.00
Senior Construction Manager	\$ 168.00
Project Construction Manager	\$ 135.00
Associate Construction Manager	\$ 114.00
Assistant Construction Manager	\$ 93.00

Nebraska 2022 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Design Manager / Technical Manager	\$ 146.00
Design Associate	\$ 116.00
Senior Technician	\$ 95.00
Associate Technician	\$ 81.00
Assistant Technician	\$ 70.00
CA Manager / Technical Manager	\$ 132.00
CA Field Manager	\$ 114.00
CA Assistant Manager	\$ 102.00
CA Senior Technician	\$ 90.00
CA Associate Technician	\$ 76.00
CA Assistant Technician	\$ 65.00
CMT/Drilling Manager / Technical Manager	\$ 123.00
CMT/Drilling Lab / Field Manager	\$ 101.00
CMT/Drilling Assistant Manager	\$ 90.00
CMT/Drilling Senior Technician	\$ 79.00
CMT/Drilling Associate Technician	\$ 68.00
CMT/Drilling Assistant Technician	\$ 55.00
NDT Manager / Technical Manager	\$ 158.00
NDT Lab / Field Manager	\$ 126.00
NDT Assistant Manager	\$ 116.00
NDT Senior Technician	\$ 105.00
NDT Associate Technician	\$ 87.00
NDT Assistant Technician	\$ 75.00
Senior Surveyor / Technical Manager	\$ 128.00
Surveyor	\$ 99.00
Associate Surveyor	\$ 81.00
Assistant Surveyor	\$ 66.00
Accounting Senior Specialist	\$ 141.00
Project Senior Coordinator	\$ 108.00
Administrative Manager	\$ 95.00
Administrative Senior Specialist	\$ 95.00
Administrative Senior Coordinator	\$ 90.00
Project Coordinator	\$ 82.00
Administrative Coordinator	\$ 71.00
Administrative Assistant	\$ 57.00
Public Engagement Specialist / Sr Coordinatc	\$ 114.00
Public Engagement Coordinator	\$ 90.00
Public Engagement Assistant	\$ 75.00
Student Intern - Level 3	\$ 81.00
Student Intern - Level 2	\$ 70.00
Student Intern - Level 1	\$ 58.00

Note: Olsson's labor rates will increase by 5% on January 1st
every year of a multi-year contract



2022 SURVEY LABOR RATE SCHEDULE

Any additional services can be provided on a time and expense basis using the following rates:

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager	\$165.00
Registered Surveyor	\$140.00
Survey Crew (1 Man)	\$115.00
Survey Crew (2 Man)	\$175.00
Survey Crew (3 Man)	\$260.00
Computer Technician	\$108.00
Administrative	\$ 62.00

<u>Expenses</u>	<u>Rate</u>
Additional Trip Charge	\$175.00
Mileage	\$0.75/Mile
Stakes	\$2.00/Each
Miscellaneous	Cost + 10%

NOTE: Any time over 8 hours per day will be billed at 1-1/2 times the hourly rate.

If you have any questions or need any additional information concerning the scope or fee, please feel free to contact me at my direct phone number, 402-458-5686.

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.625/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Rev. 6-2022

Olsson Project Number:

Olsson Phase:

Olsson Task Number:

Field Crew:

Crew Leader Signature:

Date:

Rate Description	Code	Location	Unit	2022 Billing Rate	2023 Billing Rate	Billing Quantity
2" Weighted Disposable Bailer	ENVSUP	LNK	Each	\$ 17.39	\$ 17.92	
Generator	ENVEQP	LNK	Day	\$ 100.79	\$ 103.81	
QED Control and Drawdown Meter	ENVEQP	LNK	Day	\$ 218.55	\$ 225.10	
Water Quality Meter and Flow Cell	ENVEQP	LNK	Day	\$ 218.55	\$ 225.10	
Grundfos (Redi-Flo 2 and Control Box)	ENVEQP	LNK	Day	\$ 133.36	\$ 137.36	
Soil Sampling Supplies	ENVSUP	LNK	Sample	\$ 5.83	\$ 6.01	
Groundwater Sampling Supplies	ENVSUP	LNK	Sample	\$ 30.00	\$ 30.00	
Oil/Water Interface Probe	ENVEQP	LNK	Day	\$ 57.98	\$ 59.72	
Water Level Indicator (Solinist Model 101)	ENVEQP	LNK	Day	\$ 34.79	\$ 35.83	
Photo Ionization Detector	ENVEQP	LNK	Day	\$ 110.16	\$ 113.47	
Hand Held Sub-Meter GPS	ENVEQP	LNK	Day	\$ 173.94	\$ 179.16	
Water Filter (0.45 micron, disposable)	ENVSUP	LNK	Day	\$ 28.99	\$ 29.86	
GPS Survey Equipment - RTK	ENVEQP	LNK	Day	\$ 347.88	\$ 358.32	
Sub-Slab Vapor Pins	ENVEQP	LNK	Sample	\$ 17.05	\$ 17.56	
Helium Shroud	ENVEQP	LNK	Sample	\$ 63.65	\$ 65.56	
Drill with Augers, Hand Auger, Probe	ENVEQP	LNK	Day	\$ 327.82	\$ 337.65	
Disposal soil gas tip	ENVSUP	LNK	EA	\$ 54.64	\$ 56.28	
Downhole Well Camera	ENVEQP	LNK	Day	\$ 109.27	\$ 112.55	
Metal Detector	ENVEQP	LNK	Day	\$ 79.57	\$ 81.95	
Digital Camera	ENVEQP	LNK	Day	\$ 31.83	\$ 32.78	

Olsson Field Sampler:

Any additional equipment needed will be rented and charged at cost plus G&A (not to exceed 10%).

Meals and Lodging will be charged at cost, not to exceed DOD per diem rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2022

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).

PRODUCER SilverStone Group, LLC a HUB International Company 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Molly Harmon PHONE (A/C, No, Ext): 402-964-5598 E-MAIL ADDRESS: molly.harmon@hubinternational.com FAX (A/C, No): 402-557-6325
INSURED Olsson, Inc. P.O. Box 84608 402-474-6311 Lincoln NE 68501	INSURER(S) AFFORDING COVERAGE INSURER A: QBE Specialty Insurance INSURER B: Amerisure Mutual Insurance Company INSURER C: Amerisure Insurance Company INSURER D: Certain Underwriters at Lloyds INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 356750786

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP21194510002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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 <input checked="" type="checkbox"/> \$0 Ded	Y	Y	CA 21194500001	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU 21194520002	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 21194530001	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Professional Liability/E&O Claims Made Cyber Liability			HUN00059-01 ACS1001022	1/1/2022 1/1/2022	1/1/2023 1/1/2023	PL Each Claim \$5,000,000 PL Ded Per Claim \$10,000 Cyber Each Claim \$5,000,000

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

All carriers listed above have an AM Best Rating of at least A, XV.

RE: Any and All Projects. Certificate Holder is additional insured on a primary basis with respects to General Liability, including completed operations, and Automobile Liability as required by written contract executed prior to loss. A waiver of subrogation is granted in favor of Certificate Holder as regards General Liability, Auto Liability, and Workers Compensation as required by written contract executed prior to loss. 30 days notice of cancellation provisions apply as required by written contract. General Liability and Auto Liability deductibles are each \$0. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation are underlying policies of the Umbrella Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln
West Haymarket Joint Public Agency
555 S. 10th Street
Lincoln NE 68505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Forms and Endorsements Schedule

Policy Number: CPP21194510002

Effective Date: 01/01/2022

Named Insured: OLSSON INC

<u>Form Number</u>	<u>Description</u>
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COMMON FORMS

IL 00 03 08 07	CALCULATION OF PREMIUM
IL 00 03 09 08	CALCULATION OF PREMIUMS
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 09 85 12 20	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 70 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 24 53 12 19	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
CG 70 42 04 03	ASBESTOS EXCLUSION ENDORSEMENT

COMMERCIAL GENERAL LIABILITY

CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 32 05 09	COMMUNICABLE DISEASE EXCLUSION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 54 12 19	EXCLU-DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM
CG 21 60 09 98	EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 22 34 04 13	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
CG 22 79 04 13	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG 70 48 10 15	CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT - FORM A
CG 70 49 04 17	CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT
CG 70 50 11 09	LIMITED POLLUTION REIMBURSEMENT - "WORK SITES"
CG 71 06 10 99	AMENDMENT OF COMMERCIAL GENERAL LIABILITY CONDITIONS NOTICE AND TENDER TO OTHER
CG 71 17 01 01	EXCLUSION - LEAD POISONING OR CONTAMINATION
CG 71 34 04 05	BODILY INJURY DEFINITION MODIFICATION
CG 71 52 06 18	EXCLUSION-CONTROLLED INSURANCE PROGRAM WITH RESIDUAL COVERAGE EXCEPTION
CG 71 55 02 14	ELECTRONIC DATA LIABILITY
CG 71 66 08 11	TOTAL POLLUTION EXCLUSION WITH EXCEPTIONS FOR BUILDING HEAT, COOLING AND DEHUMD
CG 72 13 08 11	ADDITIONAL INS-PRIMARY NON-CONTRIB COV WHEN REQ BY WRITTEN CONT, WRITTEN AGREE
CG 72 13 06 18	ADDITIONAL INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE

EMPLOYEE BENEFITS LIABILITY

EB 70 01 11 97	EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
EB 73 07 06 10	RETROACTIVE COVERAGE PERIOD ENDORSEMENT

Forms and Endorsements Schedule

Policy Number: CPP21194510002

Effective Date: 01/01/2022

Named Insured: OLSSON INC

<u>Form Number</u>	<u>Description</u>
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COMMON FORMS

IL 70 66 07 14	NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE - THIRD PARTY
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IL 70 66 07 14-BLK(BLANKET)	NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE - THIRD PARTY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP21194510002	Agency Number 0255921	Policy Effective Date 01/01/2022
Policy Expiration Date 01/01/2023	Date 01/21/2022	Account Number 20080965
Named Insured OLSSON INC	Agency SILVERSTONE GROUP, LLC	Issuing Company AMERISURE MUTUAL INSURANCE COMPANY

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b.** The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c.** If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of “your work” out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or “your work” coverage; and
 - (b) This coverage part provides coverage for “bodily injury” or “property damage” included within the “products-completed operations hazard”.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires “arising out of” language; or
 - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase “caused, in whole or in part, by” in paragraph **2.a.** above is replaced by “arising out of”.

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
 - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
 - (3) Both those endorsements with either of those edition dates; or
 - (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

- d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

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- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY NON-CONTRIBUTORY
COVERAGE WHEN REQUIRED BY WRITTEN CONTRACT,
WRITTEN AGREEMENT, OR CERTIFICATE OF INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the Coverage Form terms apply except as stated below.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph **4. Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, written agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 60 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Mailing Address

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

Forms and Endorsements Schedule

Policy Number: CA 21194500001

Effective Date: 01/01/2022

Named Insured: OLSSON INC

<u>Form Number</u>	<u>Description</u>
A 40 10 05 20	TEXAS IMPORTANT NOTICE
IL U 030 07 20	ARIZONA UM COVERAGE AND UIM COVERAGE OFFER AND SELECTION/REJECTION
MCS-90 10 20	ENDORSEMENT FOR MOTOR CARRIER
A 42 00 AR 07 20	NOTICE
AN 13 10 07 19	MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA)
AN 12 70 02 08	COMPOSITE RATING NOTICE
M 10 89 01 21	AIC SIGNATURE PAGE
M 11 06 01 21	AIC SIGNATURE PAGE
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 05 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 01 25 11 13	COLORADO CHANGES - CIVIL UNION
IL 01 69 09 07	COLORADO CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD
IL 01 77 10 10	OKLAHOMA CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD
IL 01 79 10 02	OKLAHOMA NOTICE
IL 02 28 09 07	COLORADO CHANGES - CANCELLATION AND NONRENEWAL
IL 02 31 09 08	ARKANSAS CHANGES - CANCELLATION AND NONRENEWAL
IL 02 36 09 07	OKLAHOMA CHANGES - CANCELLATION AND NONRENEWAL
IL 02 76 09 08	IOWA CHANGES - CANCELLATION AND NONRENEWAL
IL 09 09 03 98	ARKANSAS NOTICE
IL N 020 09 03	COLORADO FRAUD STATEMENT
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA 00 43 03 03	KANSAS WAR EXCLUSION
CA 01 13 10 13	COLORADO CHANGES
CA 01 22 06 19	KANSAS CHANGES
CA 01 28 01 21	FLORIDA CHANGES
CA 01 32 10 13	OKLAHOMA CHANGES
CA 01 56 11 13	NEBRASKA CHANGES
CA 01 60 10 13	IOWA CHANGES
CA 01 62 10 13	ARKANSAS CHANGES
CA 01 65 07 16	MISSOURI CHANGES
CA 01 66 10 13	MISSOURI CHANGES - POLLUTION EXCLUSION
CA 01 75 10 13	ARIZONA CHANGES
CA 01 96 10 13	TEXAS CHANGES
CA 02 05 05 14	ARIZONA CHANGES - NONRENEWAL
CA 02 19 01 16	MISSOURI CHANGES - CANCELLATION AND NONRENEWAL
CA 02 21 12 17	NEBRASKA CHANGES - CANCELLATION
CA 02 43 11 13	TEXAS CHANGES - CANCELLATION AND NONRENEWAL
CA 02 65 01 16	KANSAS CHANGES - CANCELLATION AND NONRENEWAL
CA 02 67 01 21	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
CA 04 40 10 13	COLORADO AUTO MEDICAL PAYMENTS COVERAGE
CA 04 48 12 10	KANSAS COMMERCIAL AUTO COVERAGE CHANGES
CA 05 04 08 18	FL PUBLIC OR LIVERY PSNGR CONV, TRANSPORT NETWORK & ON-DEMAND DELIVERY SVCS EXCL
CA 05 06 12 18	TX PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICE EXCL
CA 20 15 10 13	MOBILE EQUIPMENT
CA 20 55 10 13	FELLOW EMPLOYEE COVERAGE
CA 21 04 10 13	MISSOURI UNINSURED MOTORISTS COVERAGE
CA 21 08 11 18	ARKANSAS UNINSURED MOTORISTS COVERAGE
CA 21 09 10 13	TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE
CA 21 12 10 13	IOWA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
CA 21 18 11 15	OKLAHOMA UNINSURED MOTORIST COVERAGE - STACKED
CA 21 37 02 20	KANSAS UNINSURED MOTORISTS COVERAGE
CA 21 39 10 13	ARIZONA UNINSURED MOTORISTS COVERAGE
CA 21 40 10 13	ARIZONA UNDERINSURED MOTORISTS COVERAGE
CA 21 50 07 17	COLORADO UNINSURED MOTORISTS COVERAGE - BODILY INJURY
CA 21 70 10 13	NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
CA 21 72 06 17	FLORIDA UNINSURED MOTORISTS COVERAGE - NONSTACKED
CA 22 10 01 21	FLORIDA PERSONAL INJURY PROTECTION
CA 22 14 10 13	KANSAS PERSONAL INJURY PROTECTION

Forms and Endorsements Schedule

Policy Number: CA 21194500001

Effective Date: 01/01/2022

Named Insured: OLSSON INC

Form Number

Description

CA 22 64 10 13	TEXAS PERSONAL INJURY PROTECTION ENDORSEMENT
CA 23 45 11 16	PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION
CA 31 04 02 18	MISSOURI UNDERINSURED MOTORISTS COVERAGE
CA 31 28 11 18	ARKANSAS UNDERINSURED MOTORISTS COVERAGE
CA 71 15 11 09	ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT
CA 71 17 02 12	FUEL OR LUBRICANT POLLUTION INCIDENT AUTOMOBILE LIABILITY REIMBURSEMENT COVERAGE
CA 71 18 11 09	TEXAS ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT
CA 71 41 11 11	BODILY INJURY DEFINITION MODIFICATION
CA 71 41 06 13	BODILY INJURY DEFINITION MODIFICATION
CA 71 65 09 11	DESIGNATED INSURED-PRIMARY NON-CONTRIB COV WHEN REQ BY INSURED CONTRACT OR CERT
CA 71 71 05 08	FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT
CA 71 78 11 09	KANSAS ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT
CA 99 03 10 13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 35 11 13	NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE
A 37 10 08 98	ARKANSAS CHANGES
AN 10960903	NOTICE TO POLICYHOLDERS REGARDING FLORIDA PIP DEDUCTIBLES

Forms and Endorsements Schedule

Policy Number: CA 21194500001

Effective Date: 01/01/2022

Named Insured: OLSSON INC

<u>Form Number</u>	<u>Description</u>
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IL 70 66 07 14	NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE - THIRD PARTY
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IL 70 66 07 14-BLK(BLANKET)	NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE - THIRD PARTY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR CERTIFICATE

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

Endorsement Effective: 01/01/2022	Countersigned By: (Authorized Representative)
Named Insured: OLSSON INC	

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

Any person or organization with whom you have an "insured contract" which requires:

- i. that person or organization to be added as an "insured" under this policy or on a certificate of insurance; and
- ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an "insured" for Liability Coverage. They are an "insured" only if that person or organization is an "insured" under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an "insured contract".

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

- d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ INCLUDED

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1) Coverage under this provision is afforded only until the end of the policy period;
 - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
 - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

 - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. Fellow Employee** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph **a.** above.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

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

- 1. Any covered "auto" you lease, hire, rent or borrow; and
- 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph **3.** is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a.** Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b.** Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

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

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph **a.** is deleted and replaced by the following:

- a.** You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1)** How, when and where the "accident" or "loss" occurred;
 - (2)** The "insured's" name and address; and
 - (3)** To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

- The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 60 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization

Mailing Address

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy



AMERISURE INSURANCE COMPANY

WC 00 00 01A

NCCI Code No. 11525

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Issuing Office

ST LOUIS BRANCH

POLICY NUMBER
WC -2119453-00Renewal of
NEWAgent
0255921Producer
SILVERSTONE GROUP, LLCItem 1. Name of Insured and Address - Other Workplaces Not Shown
Here (See Extension to the Information Page)☐ Individual ☐ Partnership
☒ Corporation or _____OLSSON INC
601 P STREET
SUITE 200
LINCOLN, NE 68508**FED NO.** 470781766**INTRA NO.****INTER NO.** 917031843

CUSTOMER NO. 20080965

GROUP:

POLICY
PAGE 2** EXTENSION OF INFORMATION PAGE - ITEM 3D **
** ENDORSEMENT SCHEDULE **SCHEDULE
PAGE 1

STATE	NUMBER	DESCRIPTION	EDITION DATE
* * * * * THE FOLLOWING CHANGES, IF ANY, HAVE BEEN MADE TO THIS SCHEDULE * * * * *			
TX	WC 42 03 04B	TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT	06/01/2014
	WC 99 06 45	NOTICE OF CANCELLATION OR NONRENEWAL - THIRD PARTY	07/01/2014
	WC 99 06 45-BLK	(BLANKET)NOTICE OF CANCELLATION OR NONRENEWAL - THIRD PARTY	07/01/2014



AMERISURE INSURANCE COMPANY

WC 00 00 01A (01-10)

NCCI Code No. 11525

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

INFORMATION PAGE- NEW POLICY

Issuing Office

ST LOUIS BRANCH

POLICY NUMBER
WC -2119453-00Renewal of
NEWAgent
0255921Producer
SILVERSTONE GROUP, LLC

Item 1. Name of Insured and Address

☒ Individual ☐ Partnership
☒ Corporation or _____OLSSON INC
601 P STREET
SUITE 200
LINCOLN, NE 68508**FEIN** 470781766**INTRA NO.****INTER NO.** 917031843

CUSTOMER NO. 20080965

GROUP:

POLICY
PAGE 88** EXTENSION OF INFORMATION PAGE - ITEM 3D **
** ENDORSEMENT SCHEDULE **SCHEDULE
PAGE 1

STATE	NUMBER	DESCRIPTION	EDITION DATE
	A 50 00 07 09	AMERISURE INSURANCE COMPANY - PARTICIPATION	07/01/2009
AR	A 60 04 02 06	ACCIDENT PREVENTION SERVICES REQUIRED WC POLICY NOTIFICATION	02/01/2006
MI	IL 70 62 05 11	MICHIGAN EXEMPT POLICYHOLDER ENDORSEMENT	05/01/2011
	M 11 06 07 09	AMERISURE INSURANCE COMPANY - SIGNATURE PAGE	07/01/2009
	WC 00 00 00C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY	01/01/2015
	WC 00 01 06A	LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT	04/01/1992
	WC 00 03 02	DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT	04/01/1984
	WC 00 03 03C	EMPLOYERS LIABILITY COVERAGE ENDORSEMENT	10/01/2004
	WC 00 03 11A	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT	08/01/1991
	WC 00 03 13	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT	04/01/1984
	WC 00 04 03	EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT	04/01/1984
	WC 00 04 04	PENDING RATE CHANGE ENDORSEMENT	04/01/1984
	WC 00 04 06	PREMIUM DISCOUNT ENDORSEMENT	08/01/1984
	WC 00 04 06A	PREMIUM DISCOUNT ENDORSEMENT	07/01/1995
	WC 00 04 14	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	07/01/1990
	WC 00 04 14A	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	01/01/2019

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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

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

Endorsement Effective

Policy No.

Endorsement No. 0

Insured

Premium \$

Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL - THIRD PARTY

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Subject to the cancellation provisions of the Policy to which this endorsement is attached, we will not:

1. Cancel; or
2. Nonrenew

this Policy, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation or nonrenewal. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation or nonrenewal to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Policy cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Policy.

SCHEDULE

Name Of Person Or Organization

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
 - a. Cancellation;
 - b. Nonrenewal; or
 - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

Mailing Address

The address shown for that person or organization in that certificate of insurance



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION-IN-LIMITS ENDORSEMENT

Named Insured: Olsson Inc

Policy Number: HUN00059-01

Endorsement Number: 4

Effective Date of Endorsement: January 1, 2022, effective 12:01 a.m.

Company: QBE Specialty Insurance Company

This endorsement modifies insurance provided under the following:

ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS PROFESSIONAL LIABILITY INSURANCE
POLICY

It is hereby agreed that **Section K. CANCELLATION AND NON-RENEWAL**, is amended to add the following:

- If the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the **Limits of Liability** of this Policy, by endorsement during the **Policy Period**, the **Company** will provide such notice of cancellation, non-renewal or reduction in **Limit of Liability** to the client as set forth herein.

Within ten (10) business days of the **Company's** request, the **Named Insured** will deliver to the **Company**, or cause to be delivered by the broker or agent of record, a list acceptable to the **Company** containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the **Company** within such time period, the **Company** will not provide notification.

The **Company** will assume that the list provided to the **Company** by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The **Company** will keep no other record of any certificate holders in the **Company's** file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the **Company**.

With respect to cancellation or non-renewal of this Policy, the **Company** will provide the **Named Insured's** client with the greater of:

- (1) thirty (30) days' notice; or
- (2) the number of days' notice set forth in the applicable State Provisions endorsement attached; to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the **Limits of Liability** of this Policy by endorsement during the **policy term**, the **Company** will provide the **Named Insured's** client with the lesser of:

- (1) sixty (60) days' notice; or
- (2) the number of days' notice required in the **Named Insured's** contract with such client.

The **Company's** failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the **Company**.

All other terms and conditions of the Policy remain unchanged.

RESOLUTION NO.

1 RESOLUTION OF INTENT to make a grant of funds to the Lincoln Youth Complex, a
2 Nebraska non-profit corporation ("LYC"), in an amount not to exceed \$4,500,000.00 from the
3 West Haymarket Joint Public Agency Surplus Fund to reimburse the LYC for a portion of its costs
4 to design and construct the Lincoln Youth Complex Sports Fields ("LYC Project").

5 WHEREAS, the JPA finds that it is necessary, desirable, advisable and in the best interest
6 of the JPA to assist LYC in financing its costs of designing and constructing the LYC Project
7 generally bounded by Cornhusker Highway to the north, North 1st Street to the west, Oak Creek
8 and Oak Lake to the south, and Interstate I-180 to the east in Lincoln, Nebraska, legally described
9 as Oak Lake Park Addition, Outlot B, Lincoln, Lancaster County, Nebraska and located at 2100
10 N. 1st Street, Lincoln, Nebraska.

11 NOW, THEREFORE, BE IT RESOLVED by the Board of Representatives of the West
12 Haymarket Joint Public Agency:

13 The JPA does hereby express its intent to make a grant of funds to the Lincoln Youth
14 Complex in an amount not to exceed \$4,500,000.00 from the West Haymarket Joint Public Agency
15 Surplus Fund beginning with a payment of \$1,500,000.00 on April 1, 2023, a second payment of
16 \$1,500,000.00 on April 1, 2024, and a final payment of \$1,500,000.00 on April 1, 2025, to
17 reimburse LYC for its costs to design and construct the LYC Project; that such payments shall be
18 made by the Treasurer as scheduled without further approval; and that the grant of funds herein
19 shall be contingent upon approval of an amendment to the Second Amended and Restated
20 Facilities Agreement found at WH00620 to include the LYC Project on Exhibit A thereof and to

1 Exhibit A of the West Haymarket Joint Public Agency Rules of Governance, as amended, found
2 at WH00621.

Adopted this _____ day of October, 2022.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

RESOLUTION NO.

1 WHEREAS, the West Haymarket Joint Public Agency (“JPA”) has been created to
2 function as a coordinating entity to finance design and construction of certain public facilities; and

3 WHEREAS, the JPA is charged with the duty to make the most efficient use of its powers
4 granted to it that will best account with the geographic, economic, population, and other factors
5 influencing the needs and development of the City and the University of Nebraska; and

6 WHEREAS, the Board of Representatives has determined that it is necessary, desirable,
7 advisable, and in the best interests of the West Haymarket Joint Public Agency to contribute
8 financing to the Lincoln Youth Complex Sports Fields near 1st and Cornhusker (“LYC Project”)
9 as a way to further develop youth in the City that is beneficial to the common interests of the City
10 and University of Nebraska; and

11 WHEREAS, to accomplish the goal of providing financial support for the LYC Project, it
12 is necessary to amend the Second Amended and Restated Facilities Agreement found at WH00620
13 to add the LYC Project.

14 NOW, THEREFORE, BE IT RESOLVED by the Board of Representatives of the West
15 Haymarket Joint Public Agency:

16 That the attached First Amendment to the Second Amended and Restated Facilities
17 Agreement between the City of Lincoln, Nebraska and the West Haymarket Joint Public Agency
18 adding the Lincoln Youth Complex Sports Fields to the list of projects is hereby approved; that
19 the Lincoln Youth Complex Sports Fields project be added in Exhibit A to the Facilities Agreement
20 as shown on the Amended Exhibit A attached hereto and that Exhibit A is hereby deleted and

1 replaced with Amended Exhibit A; that Exhibit A to the West Haymarket Joint Public Agency
2 Rules of Governance is hereby deleted and replaced by Amended Exhibit A attached hereto; and
3 the Chair of the West Haymarket Joint Public Agency Board of Representatives is hereby
4 authorized to execute said First Amendment to the Second Amended and Restated Facilities
5 Agreement on behalf of the West Haymarket Joint Public Agency.

Adopted this _____ day of October, 2022.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

**FIRST AMENDMENT
TO THE
SECOND AMENDED AND RESTATED FACILITIES AGREEMENT**

This First Amendment to the Second Amended and Restated Facilities Agreement is made on the date shown below by and between the City of Lincoln, Nebraska, a municipal corporation and Nebraska political subdivision (“the City”) and the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska (“the JPA”).

WHEREAS, the City and the JPA entered into the Second Amended and Restated Facilities Agreement on or about March 12, 2014 and found at WH00620 (“the Facilities Agreement”) to define and implement the duties, rights, and obligations of the City and the JPA regarding what is now known as Pinnacle Bank Arena and the surrounding area; and

WHEREAS, the Facilities Agreement anticipates projects as defined therein being added to Exhibit A thereof, pursuant to the Recitals paragraph 7 of the Facilities Agreement; and

WHEREAS, the City and the JPA have determined that it is necessary, desirable, advisable, and in the best interests of the City and the JPA to have the JPA contribute financial support to the Lincoln Youth Complex Sports Fields baseball facility near Cornhusker Highway and 1st Street in Lincoln, Nebraska.

NOW, THEREFORE, the Parties hereto agree to the following:

1. Recitals Amended. Paragraph 7 of the Recitals to the Facilities Agreement is hereby amended to include: “**Lincoln Youth Complex Sports Fields**” shall have the meaning assigned in the Recitals of the First Amendment to the Second Amended and Restated Facilities Agreement.”
2. Amendment to Facilities Agreement. Section 1 of the Facilities Agreement is hereby deleted and replaced with:
“**Section 1. Agency to Provide Projects.** The Agency hereby agrees that it will acquire title to the Site and acquire, construct, equip, and furnish the Arena Project and Infrastructure Projects for the City on the Site and in accordance with final plans and specifications to be approved by the City and shall finance a portion of the Breslow Ice Center Project and the Lincoln Youth Complex Sports Fields Project in such amounts as determined by the Board of the Agency.”
3. Amendment to Exhibit A. The City and the JPA hereby agree to add “Lincoln Youth Complex Sports Fields” to the list of projects in Exhibit A to the Facilities Agreement as shown on the attached Amended Exhibit A.
4. No Other Amendments or Modifications. Except as amended herein, all terms and conditions of the Facilities Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the JPA have caused this First Amendment to the Second Amended and Restated Facilities Agreement to be executed on their behalf by their respective officers thereunto duly authorized.

**WEST HAYMARKET JOINT PUBLIC
AGENCY**

Date: _____

By: _____
Leirion Gaylor Baird, Chair

CITY OF LINCOLN, NEBRASKA

Date: _____

By: _____
Leirion Gaylor Baird, Mayor

**AMENDED
EXHIBIT A**

**MAP OF SITE
See Attachment 1**

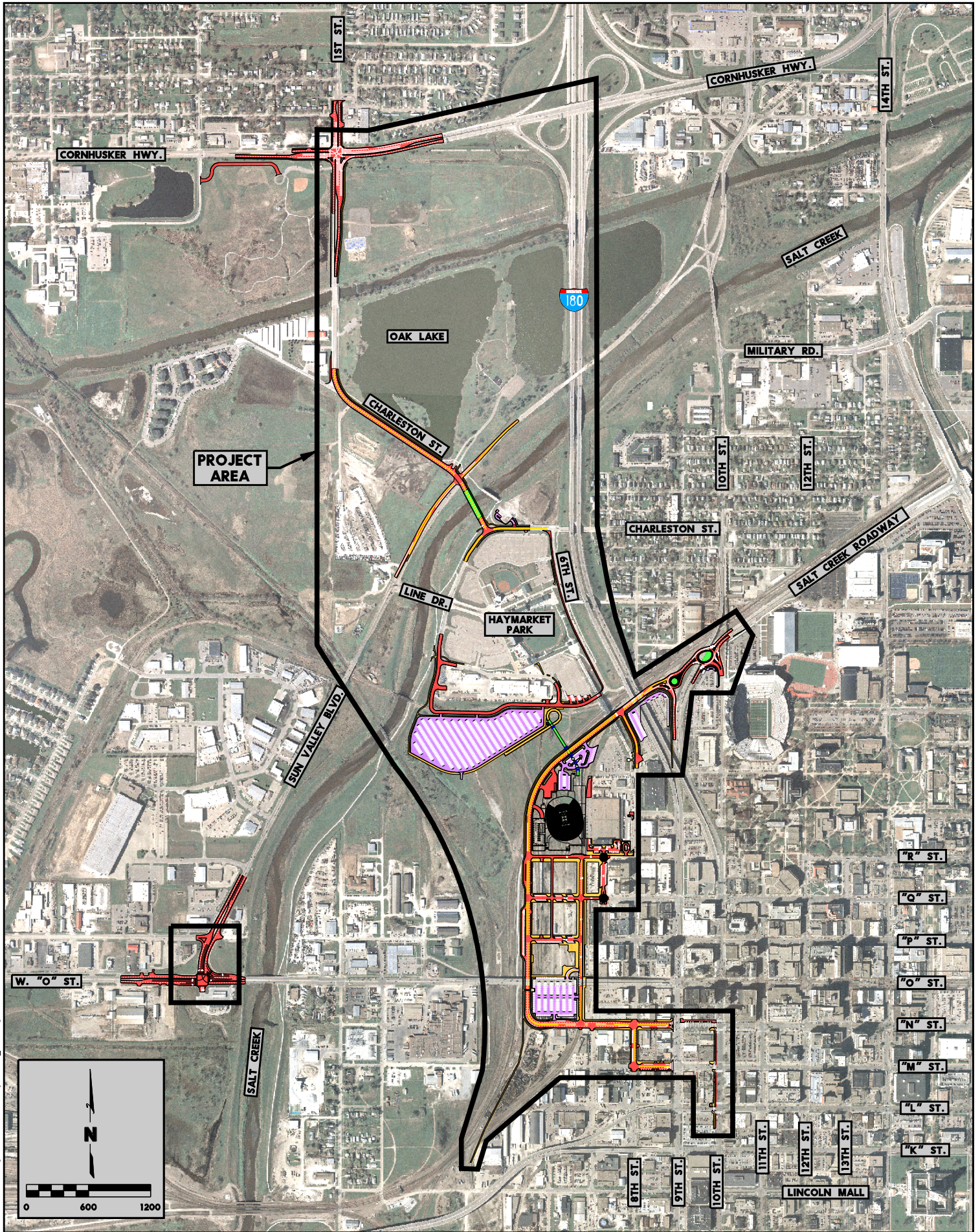
PROJECTS

West Haymarket Facilities (consisting of the following Projects)

- (1) a sports/entertainment arena (the “**Arena**”)
- (2) roads, streets and sidewalks
- (3) a pedestrian overpass
- (4) public plaza space
- (5) sanitary sewer mains
- (6) water mains
- (7) electric transmission lines
- (8) drainage systems
- (9) flood control
- (10) parking garages
- (11) surface parking lots
- (12) Breslow Ice Center
- (13) Amtrak Depot Station
- (14) Lincoln Youth Complex Sports Fields

Related Projects (consisting of the following Projects)

- (1) acquisition of land and relocation of existing businesses.
- (2) environmental remediation and site preparation as necessary and appropriate for the construction, equipping, furnishing and financing of the West Haymarket Facilities.



DATE: 11/8/2010
 DGN: F:\PROJECTS\010-2431\Design\Exhibits\JPA Project Area_8.bxl.dgn

PROJECT NO: 010-2431
 DRAWN BY: JJW
 DATE: 11/8/2010

WEST HAYMARKET JPA PROJECT AREA

MOLSSON
 ASSOCIATES

EXHIBIT