

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION AUTHORIZING AGREEMENT WITH ALFRED BENESCH AND
COMPANY FOR PROFESSIONAL SERVICES**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

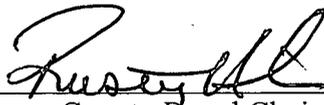
WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. §39-1402 (Reissue 2007); and,

WHEREAS, Sarpy County entered into an Agreement with the firm of ALFRED BENESCH AND COMPANY for professional engineering services in conjunction with the preliminary design and final design for Bridge #146 and Bridge #149 located, approximately 1/2 mile south of Highway 370 on 180th Street in Sarpy County; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chair and Clerk are hereby authorized to execute on behalf of Sarpy County, Agreement with ALFRED BENESCH AND COMPANY for professional services in conjunction with the preliminary design and final design for Bridge #146 and Bridge #149 located approximately 1/2 mile south of Highway 370 on 180th Street in Sarpy County, which is attached hereto, the same being approved buy the board

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the

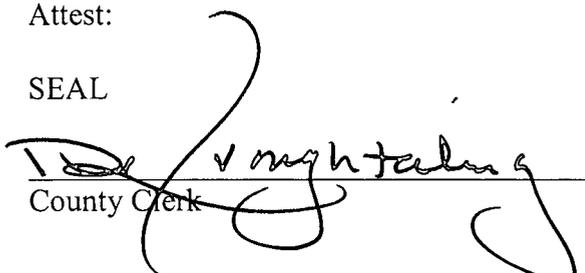
31st day of July, 2012.



Sarpy County Board Chairman

Attest:

SEAL



County Clerk





SARPY COUNTY

Dennis L. Wilson P.E.
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, Ne 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

MEMORANDUM

To: Sarpy County Board of Commissioners

From: Dennis L. Wilson, P.E., Ph.D., Sarpy County Engineer 

Subject: C-77 (12-07) – Bridge #146 and #149 – Professional Services

Date: July 26, 2012

Sarpy County Public Works has solicited for Professional Services from Alfred Benesch and Company for the design of two structures to replace two County Road bridges. Bridge #146 and #149 are located on 180th Street, approximately ½ mile south of Highway 370. Both structures are in need of replacement due in part to both age and function of the bridge. The Professional Services Contract with Benesch is not to exceed \$106,000.00, which will not cause an over expenditure in the current Public Works budget.

Therefore, the Sarpy County Engineer recommends approval of the Professional Services Contract to Alfred Benesch and Company not to exceed \$106,000.00.

DLW/bjh



CONSULTING SERVICES AGREEMENT

CLIENT	Sarpy County Public Works Dept	Project Name	Bridge No. 146 and 149 Replacement
Address	15100 South 84th Street		
	Papillion, NE 68046		
		Project Location	180 th Street
			Between Sections 32 and 33, T14N, R11E
Telephone	(402) 537-6900		
Client Contact	Pat Dowse, PE	Consultant PM	Aaron Buettner, PE
Client Job No.		Consultant Job No.	

This AGREEMENT is made by and between Sarpy County, NE, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows (or shown in Attachment A):

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
 - Attachment B: Schedule of Unit Billing Rates
 - Attachment C: Insurance Requirements
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$106,000.
- BY TIME AND MATERIALS: \$_____.
- BY OTHER PAYMENT METHOD (See Attachment _____): \$_____.
- AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT	ALFRED BENESCH & COMPANY
BY: <u><i>Pat Dowse</i></u>	BY: <u><i>Jeffrey A. Sorbel</i></u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
DATE: <u>7-31</u> , 20 <u>12</u>	DATE: <u>July 26</u> , 20 <u>12</u>
TITLE: <u>Chairman, Sarpy County Board</u>	TITLE: <u>Vice President - Omaha Division Manager</u>
	BENESCH OFFICE: <u>Omaha</u>
	ADDRESS: <u>14748 West Center Rd, Suite 200</u>
	<u>Omaha, NE 68144</u>

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

GENERAL CONDITIONS

SECTION I - SERVICES BY CONSULTANT

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this AGREEMENT are as follows:

ATTACHMENT A: Scope of Services and Fee Estimate

ATTACHMENT B: Schedule of Unit Billing Rates.

ATTACHMENT C: Other Attachments, if any.

or

EXHIBIT A: Work Authorization specifying the Method of Payment, Scope, and Fee.

1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT as ATTACHMENT A or using EXHIBIT A, serially numbered Work Authorizations, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

SECTION II - PAYMENTS TO CONSULTANT

2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this AGREEMENT or using EXHIBIT A, serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by CONSULTANT'S personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

2.2.2 Chargeable Time

Chargeable time for CONSULTANT'S personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT'S office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT'S office to an assigned work site, and return to CONSULTANT'S office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT'S office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in ATTACHMENT B.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT'S Schedule of Unit Rates, which is identified, attached to, and made a part of this AGREEMENT as ATTACHMENT B.

2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT'S authorized travels and for CONSULTANT'S field personnel; Per Diem expense or actual costs of maintaining CONSULTANT'S field personnel on or near the Project site, for each day of field assignment away from CONSULTANT'S office; and Other Direct Expenses associated with all services provided hereunder and identified in ATTACHMENT B.

2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT'S failure to make payments in accordance with this AGREEMENT.

2.4.5 The billing rates specified in ATTACHMENT B for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

SECTION III - Term of Agreement

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of AGREEMENT

This AGREEMENT may be terminated for convenience on thirty (30) days' written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence and make a continuing effort to effect correction of such non-performance within seven (7) days of written notice.

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION IV - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT ten (10) days' advance notice of cancellation or change in the insurance coverage shown on such certificates. See insurance requirements in Attachment C.

4.3 Successors and Assigns

4.3.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

4.3.2 Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by

CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.7 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures according to CONSULTANT's project billing rates, over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.9 CONSULTANT's Personnel at Project Site

4.9.1 The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

4.9.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s) failure to perform their work in accordance with the project documents.

4.10 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.11 Disposition of Samples and Equipment

4.11.1 Disposition of Samples

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

4.11.3 Contaminated Equipment

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.12.1 If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.12.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.12.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

SECTION V - Professional Responsibility

5.1 Performance of Services

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

5.2 Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to the total sum paid on behalf of or to CONSULTANT by CONSULTANT's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of the CONSULTANT's insurance policy applicable thereto or CONSULTANT's fee, whichever is greater, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law CONSULTANT shall not be liable to CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its agents, subconsultants, and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder, including the transport or disposal of hazardous samples or contaminated equipment by CONSULTANT on behalf of CLIENT, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its agents, subcontractors, or employees.

5.5 No Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI - Governing Law

This AGREEMENT is to be governed by the laws of the State of Nebraska.

SECTION VII – Miscellaneous Client Requirements

The CONSULTANT agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The CONSULTANT is required and hereby agrees to use a federal immigration verification system to determine the work eligibility of new employees physically performing services within the State of Nebraska. A federal immigration verification system means electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

**SCOPE OF SERVICES
PRELIMINARY AND FINAL DESIGN
SARPY COUNTY BRIDGE NUMBER 146 and BRIDGE NUMBER 149**

ATTACHMENT A

PROJECT DESCRIPTION

The scope of the project consists of the reconstruction Bridge #146 and Bridge #149 on 180th Street in rural Sarpy County. The existing bridges are single span steel stringer bridges that are in need of replacement. The work required for this project includes: data collection, hydrologic and hydraulic analysis, geotechnical engineering, structural design two replacement structures as detailed in this scope of services, environmental permit application, design of temporary and permanent erosion controls, preliminary and final roadway design, and utility coordination.

Design and plan preparation will follow Nebraska Department of Roads guidelines including the following:

- NDOR Roadway Design Manual
- NDOR Bridge Office Policies and Procedures Manual
- NDOR LPA Guidelines Manual
- NDOR Drainage Design and Erosion Control Manual
- NDOR Standard Specifications for Highway Construction, and Standard Plans

Any deviations from the above must be approved by the Sarpy County prior to preparation of plans. Other design manuals include the following:

- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- Manual on Uniform Traffic Control Devices
- AASHTO LRFD Bridge Design Specifications, Fifth Edition.

LPA/NDOR TO PROVIDE OR COMPLETE

The Consultant anticipates the LPA or NDOR will provide or arrange for the following items to be used by the Consultant in the development of project deliverables:

1. Sample plans on a similar project
2. As-built plans of existing bridge and roadway (if available)
3. Existing traffic counts and accident data (if available)
4. Existing cadastral maps, plat maps, electronic right-of-way files of the project area (if available)
5. Names of known utilities, addresses and permits listing use and occupancy permit data along the project
6. All Deed and Title Research including deeds for previous R.O.W. projects
7. Control points, ties, and benchmark information

UNDERSTANDINGS AND ASSUMPTIONS

1. Sarpy County will provide the topographic and hydraulic survey for the project

2. NDOR standard plans, provisions, and plan format shall be followed
3. If necessary, Sarpy County will appraise and negotiate for any right-of-way needs
4. Sarpy County will advertise and award the project

ANTICIPATED SCHEDULE

- | | |
|---------------------|----------|
| • Notice to Proceed | 06-25-12 |
| • Plan-in-Hand | 09-12-12 |
| • PS&E | 01-30-13 |

TASK 1 PROJECT MANAGEMENT

The Consultant Project Manager will serve as point of contact, maintain project schedule and budget. Provide regular progress reports with invoices.

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants. Included with this task is coordination regarding construction access, and right-of-way agreements.

TASK 2 GENERAL PROJECT MEETINGS

Benesch will coordinate, facilitate and attend various meetings associated with the project. The following outlines the anticipated project meetings, the focus of the meetings, and assumed quantity of each meeting type. The meetings identified in this scope of services are based on completing the work for both bridge sites as a single combined project. Any additional meetings not identified in this task shall be performed by supplemental agreement.

a. Kick-Off Meeting (1)

Upon notice from Sarpy County, the Consultant will schedule and attend a kick-off meeting with County staff. The County will supply a list of invitees and the Consultant will be responsible for notifying the attendees.

b. Progress Meetings (2)

The Consultant will schedule and attend all progress meetings. The Consultant will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. Utility review / coordination will occur with the progress meetings.

c. Review Meetings (2)

The Consultant will schedule and attend review meetings to receive the County's review comments from the submittals at the plan-in-hand and pre-PS&E stages.

d. Plan-in-Hand

The Consultant will schedule and attend a plan-in-hand field inspection. This field inspection will follow the review of the plan in hand plans by the County.

TASK 4 UTILITY COORDINATION

Benesch will perform utility coordination services for the project. The following outlines the specific scope of the utility coordination services to be performed. Any additional utility coordination services not identified in this task shall be performed by supplemental agreement.

a. Utility Location/Verification

The County will survey the locations of the utilities within the project area and provide this information to the Consultant. During field inspections, the Consultant will attempt to review the utility locations shown on the plans to identify obvious discrepancies between the plans and the actual field locations. The Consultant does not take responsibility for the accuracy of the utility survey. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

It is assumed identification and verification of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished by the individual Utility Company or others in a timely manner.

The Consultant will coordinate and facilitate two (2) meetings with the LPA RC will discuss major conflicts and available options to avoid them. If avoidance is not possible or not desirable, the Consultant will meet with the conflicting utility owner or designated representative to discuss options for relocating the utility, request a preliminary estimate of reimbursable costs associated with the utility relocation, and request confirmation the conflict exists. It is anticipated not more than two (2) meetings with utility owners or their designated representative(s) collectively will be required.

TASK 5 GEOTECHNICAL EVALUATION (BRIDGE 146)

a. Drilling and Sampling Methods

Benesch proposes to make one (1) Dutch friction-cone sounding and one (1) exploratory boring at the project site. The sounding will be performed in accordance with ASTM D 3441, Standard Test Method for Deep, Quasi-Static, Cone and Friction-Cone Penetration Tests of Soil. The mechanical penetrometer operates in 8-inch increments, using a set of inner rods to operate a telescoping tip and to transmit the components of penetration resistance (cone bearing and friction sleeve resistance) to the surface for measurement. The plot of the test data provides data on soil types, layering, uniformity, and strength of various soils encountered. These data will be used to determine the locations of critical soils that might require sampling.

The soil boring will be made in accordance with ASTM D 1452, Standard Practice for Soil Investigation and Sampling by Auger Borings. A machine-driven, continuous-flight auger having a diameter of six inches will be used to advance the holes for thin-walled tube sampling. Relatively undisturbed samples

of cohesive soils will be obtained at selected locations (based upon Dutch cone test results) in accordance with ASTM D 1587, Standard Method for Thin-Walled Tube Sampling of Soils, using an open-tube sampler having an outside diameter of 3.0 inches.

Penetration tests will be performed in accordance with ASTM D 1586, Standard Method for Penetration Test and Split-Barrel Sampling of Soils. Representative samples of the soil will be obtained for identification purposes. The resistance of the soil to penetration of the sampler, measured in blows per foot (N), is an indication of the relative density of cohesionless soil and of the consistency of cohesive soil.

The subsurface materials will be identified and described in accordance with ASTM D 2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).

b. Laboratory Testing Program

The laboratory tests and procedures considered necessary to evaluate the pertinent engineering properties of the foundation soils include, but may not be limited to, the following:

1. Visual inspection of the thin-walled tube samples of foundation soils by a member of Benesch' professional engineering staff.
2. Classification of typical soil types in accordance with ASTM D 2487, Standard Test Method for Classification of Soils for Engineering Purposes.
3. Moisture content and dry density of selected undisturbed samples of cohesive soil. These data correlate with the strength and compressibility of the soils. High moisture content and low density usually indicate low strength and high compressibility.
4. A consolidation test on a representative sample of cohesive soils from within the critical foundation zone. This test will be performed in accordance with ASTM D 4546, Standard Test Methods for One Dimensional Settlement Potential of Cohesive Soils. The data from the consolidation test can be used to develop an estimate of the amount of settlement of the footings that might occur.

c. Geotechnical Evaluation and Recommendations

The field and office data that would be included in the geotechnical engineering report are presented below:

1. Penetration diagrams of Dutch friction-cone penetrometer.
2. Boring logs.
3. Density and moisture content of undisturbed soil samples.
4. Consolidation test data on a selected sample of foundation soils.
5. Geology:

6. Depth to groundwater--if encountered.
7. Summary of surface and subsurface conditions at the site.
8. Soil classification chart and tables listing the criteria used to describe various soil properties.

Benesch's geotechnical engineering report will include, at a minimum, the following information:

1. Allowable soil bearing pressure.
2. Minimum depth to suitable bearing material.
3. Recommended types of fill and backfill materials and compaction requirements.
4. Estimate of settlement of footings.

TASK 6 GEOTECHNICAL EVALUATION (BRIDGE 149)

a. Drilling and Sampling Methods

Benesch proposes to drill two (2) exploratory borings at the project site. The soil borings will be made in accordance with ASTM D 1452, Standard Practice for Soil Investigation and Sampling by Auger Borings. A machine-driven, hollow-stem auger will be used to advance the holes for split-barrel sampling.

Penetration tests will be performed at selected locations in accordance with ASTM D 1586, Standard Method for Penetration Test and Split-Barrel Sampling of Soils. Representative samples of the soil will be obtained for identification purposes. The resistance of the soil to penetration of the sampler, measured in blows per foot (N), is an indication of the relative density of cohesionless soil and of the consistency of cohesive soil.

The subsurface materials will be identified and described in accordance with ASTM D 2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).

b. Geotechnical Evaluation and Recommendations

The field and office data that would be included in the geotechnical engineering report are presented below:

1. Boring logs.
2. Geology:
 - a. Depth to groundwater--if encountered.
 - b. Summary of surface and subsurface conditions at the site.
3. Soil classification chart and tables listing the criteria used to describe various soil properties.

Benesch's geotechnical engineering report will include predicted pile tip elevations at the proposed abutment locations for the proposed single span bridge.

TASK 7 ENVIRONMENTAL PERMITTING

a. Preliminary Data Gathering

Publicly available information will be collected for the natural resources assessment. The effort will include a Waters of the United States (WUS) determination investigation, a threatened & endangered species (T&E) evaluation, a vegetation inventory and a cultural and historic resources assessment.

Information collected will include National Wetland Inventory (NWI) data, Natural Resources Conservation Service (NRCS) soil information, USGS topographic information, recent aerial imagery, T&E range maps, and nearby cultural and historic resources. Once this information is collected a project base map will be prepared utilizing GIS.

Deliverable – Project Base Map

b. Waters of the U.S. Investigation

Wetland determinations and delineations will be completed in accordance with the U.S. Army Corps of Engineers (COE) Wetland Delineation Manual, Technical Report Y-87-1 and the Midwest Regional Supplement to the Corps of Engineers Wetland Delineation Manual. Waterways will be evaluated to determine the presence of an Ordinary High Water Mark (OHWM), flow regime, and connection to a navigable waterway. The COE delineation manual methodology requires desktop analysis of existing data sources such as: USGS Topographical Maps, NRCS Soil Survey Maps, National Wetlands Inventory Maps and aerial photography.

An on-site field investigation will also be conducted. The field investigation will determine if wetland areas in question have all three jurisdictional wetland parameters: hydrophytic vegetation, hydric soils, and wetland hydrology and if waterways have an Ordinary High Water Mark. Drainage patterns and connections to other waterways will also be documented.

If a WUS determination is confirmed, the boundary will be delineated within investigation area according to the above referenced COE delineation manual. Wetland sample points, photo stations and the WUS boundary will be field surveyed with a Trimble® Geo-XT sub-meter accuracy hand-held GPS unit or equivalent device.

Findings will be documented in a WUS Delineation Report that will include the following:

- Methods of investigation
- Documentation of wetlands on COE Data Forms and waterways on a stream data form
- Digital photographs of investigation area and all delineated WUS, including wetlands

- WUS delineation map on currently available aerial photography that shows data points, photo points, and WUS boundary.
- Brief discussion of each wetland or waterway, including jurisdictional status.

Deliverable –Waters of the U.S. Delineation Report

c. Section 404 Permit Application

It is anticipated in this proposal that Nationwide Permits with notification will be required for this project. It is also anticipated that impacts to wetlands will be avoided as much as possible, and be less than 0.1 acre and therefore not require a mitigation plan. Benesch will initiate an over the phone pre-application meeting with the Corps of Engineers Nebraska Regulatory Office to discuss project plans, impacts to Waters of the U.S., verify use of a Nationwide Section 404 permit, and discuss application package submittal. This meeting provides the Corps of Engineers an opportunity to provide input on how to receive a permit in the most efficient manner.

A Section 404 permit application package will be prepared on Sarpy County's behalf and submittal to the COE. The permit application package will include a pre-construction notice (PCN) prepared according to COE Nationwide Permits standards (Federal Register / Vol. 72, No. 47 / 2012), and a wetland delineation report. The PCN will describe the proposed project and anticipated amount of wetland and waterway impacts.

If wetland impacts are greater than 0.1 acre, a mitigation plan will be required. A final mitigation plan prepared according to COE standards will have to be submitted and approved before receiving the 404 permit. Since project impacts are unknown at this point in time, it is unknown as to whether or not the impact on wetlands is 0.1 acre. This proposal is based on the assumption that a Wetland Mitigation Plan is not required. If necessary, however, Benesch can produce a wetland mitigation plan that is acceptable to the Corps of Engineers.

Section 401 Water Quality Certification - Typically the Section 401 water quality certification is approved as part of the NWP. This proposal assumes that a separate certification application will not be required.

Deliverable – Section 404 Nationwide Permit

d. Threatened and Endangered Species Preliminary Evaluation

Publicly available information from state and federal lists of threatened and endangered species and preferred habitat in the county will be assessed. Available information about known locations of species habitat and species occurrences will also be assessed. These assessments will be supplemented by a walking survey of the project area to document overall site landscape, physical characteristics and site vegetation communities.

Findings of the data assessment and the walking survey will be documented in a letter report. This report will document the potential for any federal or state listed

threatened or endangered species to inhabit the project area based on the presence of suitable habitat. The report will be submitted to the U.S. Fish and Wildlife Service (USFWS) for concurrence. If necessary a coordination teleconference meeting will be held with the USFWS to discuss report findings.

An additional survey will be required by the USFWS and/or NGPC to determine if species are present if T&E habitat is identified. Since the presence is unknown at this point this proposal does not include any additional survey that may be requested by the USFWS. Nor does it include a formal Biological Assessment. If it is determined at a later date that either of these services is required, a proposal will be provided for Sarpy County's consideration.

Deliverable – Threatened and Endangered Species Preliminary Evaluation

e. Preliminary Cultural and Historic Investigation

A preliminary cultural and historic resources investigation includes a review of state and federal listed cultural and historic sites, such as, landmarks, homesteads, highways, etc. It is anticipated that project impacts within the project area will not impact any listed sites.

The Corps of Engineers could also require a full Phase I Archeological investigation on undisturbed property within or outside the property. This investigation typically requires review by a registered archeologist of background information relevant to the site, such as, geology, stratigraphy, native vegetation and animals, human occupation, and other information that may be necessary to characterize the Site. In addition, a field investigation typically will be conducted consisting of a walking survey and soil borings to determine soil information. If necessary, an additional fee would be submitted to client for this service.

TASK 8 ROADWAY DESIGN

This task includes completing the preliminary and final design for the project.

Horizontal Alignment. This task includes the design and drafting of the horizontal alignment and/or adjustment of alignment.

Vertical Alignment. This task includes the design and drafting of the vertical alignment and/or adjustment of vertical alignment.

Template Cross-Sections. Develop the templates necessary to process cross sections. (3 sheets)

Review Shoofly Feasibility. This task includes reviewing the feasibility of providing a shoofly to move traffic around the bridge during construction. Design of the shoofly is an option service defined elsewhere in this document.

Earthwork. Process the earthwork for each alignment.

Geometric Design. This task includes the geometric design of all alignments, intersections, driveways, etc. Effort to design guardrail length, guardrail grading and surfacing under guardrail is included with this task. (2 sheets)

Construction and Removal. Development of Removal / Construction plan sheets with appropriate notes detailing construction and removal items. (2 sheets)

Phasing / Traffic Control. The Consultant will prepare a detour route and appropriate temporary signing. As part of this task, a feasibility study shall be conducted to determine if on-site shooflys are warranted. The study will review construction costs, schedule, user costs, and permit requirements. (2 sheets)

Aerial / Wetland Plan. The Consultant will prepare aerial photo sheets showing any delineated wetlands, impacted wetlands and/or channels, and mitigation sites, if applicable. (2 sheets)

Quantities/Estimates. Develop and tabulate all of the quantities. Quantities will be submitted to Sarpy County for each submittal, including the Plan-in-Hand and Final Plans, using NDOR standard bid items and NDOR quantities forms. Estimates of probable cost will be prepared by the Consultant using recent bid tabulations and other information.

Typical Sections. This includes design and drafting the typical sections. (2 sheets)

Special Provisions. The Consultant shall draft any special provisions necessary for the contract documents including a prosecution and progress; status of right-of-way; and status of utilities.

Permits. The Consultant shall prepare and submit the following permits, agreements, certifications, and forms.

- SWPPP - NPDES Permit
- Nebraska Department of Environmental Quality (NDEQ)
- Grading Permit

Right-of-Way. This task involves collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. The Client will provide the Consultant with the title information for the properties requested.

The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to 4 tracts associated with this project. (2 sheets). The Consultant will prepare legal descriptions (distances and deflections, no bearings or azimuths) for all R.O.W. takings, permanent easements, and temporary easements.

TASK 9 HYDROLOGY AND HYDRAULICS

This work will include evaluation of the existing hydrologic conditions by Nebraska Department of Roads (NDOR) regression equations. The peak flow rates determined by the hydrologic analysis will be used in a HEC-RAS hydraulic analysis of the existing and

proposed bridges. A scour analysis will also be performed with HEC-RAS following NDOR guidelines. A site visit will be conducted by a Benesch engineer to observe existing site conditions. Once the hydrologic and hydraulic analyses are complete, abbreviated H&H reports will be prepared, summarizing site conditions, data collected, and analysis results. Benesch will also prepare floodplain permits for the work prior to construction.

TASK 10 BRIDGE DESIGN (BRIDGE 146 AND BRIDGE 149)

All drafting will be completed in Microstation using NDOR Bridge Division drafting standards in accordance with NDOR requirements. Benesch will prepare any special provisions necessary to complete the construction work.

An Estimate of Probable Construction Costs will be prepared for the County based on the most recent, readily available unit prices for similar construction and other current letting information readily available or provided by the County. Adjustments to unit prices and inflationary increases will be considered as deemed appropriate by the Engineer. The Estimate of Probable Construction Costs will be itemized to reflect individual construction items of work anticipated for the project.

a. Preliminary Bridge Design (Bridge 146)

Benesch will develop a preliminary horizontal and vertical layout for the arch bridge. Both steel plate and precast concrete arch types will be investigated for use at this location. The results of the alternatives analysis will be used to select the final type, size, location and clearances for the proposed bridge based on cost and ability to lengthen in the future.

The arch bridge will be designed such that it can be lengthened in the future such that it can accommodate a widened roadway. Benesch will coordinate with the County to determine the configuration of the final build-out condition

The foundation requirements for the arch bridge will be coordinated with the geotechnical engineer during the preliminary design phase.

b. Final Bridge Design (Bridge 146)

Benesch will develop the final design and prepare final bridge plans for the arch bridge in accordance with the requirements outlined in the AASHTO LRFD Bridge Design Specifications, Fifth Edition. The headwall and wingwalls at the arch bridge will be designed to be coordinated with the arch structure that will be designed by the supplier. The design and plans will also be completed in accordance with the NDOR Bridge Office Policies and Procedures Manual and associated drafting standards. Final bridge design will include a complete set of quantity calculations according to the standard bid items in the Nebraska Standard Specifications.

c. Preliminary Bridge Design (Bridge 149)

Benesch will develop a preliminary horizontal and vertical layout for the bridge. A maximum of two bridge types and associated substructure layouts will be developed and analyzed with input from County staff. The results of the

alternatives analysis will be used to select the final type, size, location and clearances for the proposed bridge. A Type, Size & Location (TS&L) drawing and data sheet will be prepared in accordance with NDOR requirements. The completed TS&L and data sheet will be submitted to the County for review and approval.

The bridge will be designed such that it can be widened in the future. Benesch will coordinate with the County to determine the configuration of the final build-out condition

The foundation requirements for the bridge will be coordinated with the geotechnical engineer during the preliminary design phase.

d. Final Bridge Design (Bridge 149)

Benesch will develop the final design and prepare final bridge plans for the bridge in accordance with the requirements outlined in the AASHTO LRFD Bridge Design Specifications, Fifth Edition. The design and plans will also be completed in accordance with the NDOR Bridge Office Policies and Procedures Manual and associated drafting standards. Final bridge design will include a complete set of quantity calculations according to the standard bid items in the Nebraska Standard Specifications.

e. Combined Final Bridge Plan Preparation (Bridge 146 and Bridge 149)

Benesch will prepare an independent design check of all bridge calculations and plan items in accordance with NDOR requirements. Benesch will also perform a QC/QA review of the plans to verify conformance with design requirements.

Bridge plans will be submitted for review by the County at the 30% stage when the general bridge layout and cross-section are complete for the plan-in-hand review. Final completed bridge plans and special provisions (if necessary) will be submitted to the county for final review. Once the final review process is complete, the PS&E package will be submitted to the County for bid advertisement and letting.

TASK 11 SHOOFLY DESIGN (OPTIONAL)

Should the County wish to use on-site shooflys, the following is additional effort to complete this request.

Horizontal Alignment. This task includes the design and drafting of the horizontal alignment and/or adjustment of alignment.

Vertical Alignment. This task includes the design and drafting of the vertical alignment and/or adjustment of vertical alignment.

Template Cross-Sections. Develop the templates necessary to process cross sections. (4 sheets)

Earthwork. Process the earthwork for each alignment.

Construction and Removal. Development of Removal / Construction plan sheets with appropriate notes detailing construction and removal items. (2 sheets)

Typical Sections. This includes design and drafting the typical sections. (1 sheet)

TASK 12 CONSTRUCTION PHASE

Construction Phase services are not included with this scope of service, but can be provided by amendment if requested by the County.

FEES

Our fee for the basic scope of services (Task 1 through Task 10) will be a Lump Sum of \$106,000.

Our fee for the optional shoofly design (Task 11) at both bridge sites will be a Lump Sum of \$9,500.

ATTACHMENT C: INSURANCE REQUIREMENTS

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be

included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.