

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 15, 2015 AGENDA

Subject:	Type:	Submitted By:
PRELIMINARY DESIGN PHASE ENGINEERING SERVICES CITY PARKING DISTRICT ACCESS IMPROVEMENTS-DRAINAGE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a Professional Services Agreement with Thompson, Dreessen, and Dorner, Inc. (TD2) to provide preliminary design phase engineering services for the proposed drainage improvements related to City Parking District Access Improvements in Southport West and in areas downstream of Southport West in an amount not to exceed \$45,089.00.

FISCAL IMPACT

The FY16 Capital Improvement Program provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

On July 7, 2015 the City Council gave approval to solicit proposals for engineering services related to this project. Proposals were solicited and received from three engineering firms familiar with the project area. The proposals were evaluated by a committee of five staff members. The Request for Proposals contained two distinct areas of professional services. These were design of the public roadway at the south side of current City Parking Lot and drainage improvements beyond this area in adjacent portions of Southport West and downstream of Southport West. The committee has recommended splitting the engineering work between two consulting firms so that each firm can be utilized to their best ability and knowledge of the work required. As such, the recommendation to award a contract to TD2 for the design and construction phase management of drainage system improvements was approved by the City Council on August 18, and a subsequent agreement has been negotiated based on the currently identified scope of services.

This is part of the project designated as CIP Project No. PWST-16-002. Future amendments to the agreement will be necessary when specific improvements are identified for final design and construction.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON, DREESSEN, AND DORNER, INC. (TD2) TO PROVIDE PRELIMINARY DESIGN PHASE ENGINEERING SERVICES FOR DRAINAGE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$45,089.

WHEREAS, the Mayor and Council have determined that engineering services for the City Parking District access improvements are necessary; and

WHEREAS, the FY16 Capital Improvement Program Budget provides funding for this service; and

WHEREAS, the Mayor and Council gave approval to solicit proposals at the July 7, 2015 meeting; and

WHEREAS, proposals were received and evaluated by City Staff; and

WHEREAS, it was determined that there were two areas of professional services in the RFP; and

WHEREAS, Thompson Dreessen and Dorner (TD2) will provide design and construction phase engineering services for the proposed drainage improvements related to City Parking District Access Improvements in Southport West and in areas downstream of Southport West subject to fee negotiations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approve a Professional Services Agreement with Thompson, Dreessen, and Dorner, Inc. to provide preliminary design phase engineering services for drainage improvements in an amount not to exceed \$45,089.

PASSED AND APPROVED THIS 15TH DAY OF SEPTEMBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CONSULTANT PROFESSIONAL SERVICES
PRELIMINARY ENGINEERING

CITY OF LA VISTA
THOMPSON, DREESSEN, & DORNER, INC.
CITY PARKING DISTRICT ACCESS IMPROVEMENTS-DRAINAGE
IMPROVEMENTS

THIS AGREEMENT, made and entered into by and between the City of La Vista, Nebraska, hereinafter referred to as the "City" and Thompson, Dreessen & Dorner, Inc., hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, City intends to engage the Consultant to render professional services for the above named project, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Thompson, Dreessen & Dorner, Inc. and any employees thereof, whose business and mailing address is 10836 Old Mill Road, Omaha, NE 68154, and

"CITY" means the City of La Vista, a Municipal Corporation, in the State of Nebraska, its City Administrator or authorized representative.

The mailing address is 8116 Park View Blvd., La Vista, NE 68128

To "ABANDON" the work means that the City has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the City has determined that progress is

not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the City determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the City.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide preliminary engineering services for City Parking District Access Improvements – Drainage Improvements in La Vista, Nebraska.

Upon receiving a written notice to proceed from the City, the Consultant shall perform all work required under this agreement for Task 1 and Task 2 as outlined in Exhibit "A", Scope of Services, Consultant's Fee Proposal which is attached and hereby made a part of this agreement. The limits of the topographic survey for Task 1 is outlined in Exhibit "B" is attached and hereby made a part of this agreement. For work in Task 3 and Task 4 the Consultant shall submit a fee proposal of work to be approved by the City before work proceeds.

For work beyond the agreed Scope of Services the consultant shall document the additional work, estimate the cost to complete the work, negotiate a supplement agreement and receive written approval from the City before beginning work.

SECTION 3. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the 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.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108

SECTION 4. NOTICE TO PROCEED AND COMPLETION

The City will issue the Consultant a written Notice-to-Proceed (NTP) upon full execution of this agreement.

The Consultant shall do all the work according to the schedule included in attached EXHIBIT "A" and shall complete all work required under this agreement promptly and in a satisfactory manner.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the City may constitute a basis

for an extension of time.

City authorized changes in the scope of work, which increase or decrease work-hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the total costs of the services under this agreement.

SECTION 5. FEES AND PAYMENTS

A. **Payment Method.** Payment under this agreement will be made based on the basis of hourly charge rates plus reimbursable costs, as set forth in Exhibit "C", not to exceed the lump sum amount set forth therein for Tasks 1 and 2.

B. **Total Agreement Amount.** The total agreement amount is \$45,089.00 The Consultant's compensation shall not exceed this maximum amount without prior written approval of the City.

C. **Subconsultants Over-runs and Under-runs.** The Consultant shall require any subconsultants to notify Consultant if at any time the subconsultants determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any subconsultants to exceed its negotiated fee estimate without prior written approval of the City. The Consultant understands that the amount of any subconsultants cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the City.

D. **Out of Scope Services and Consultant Work Orders.** The City may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the City decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the City before proceeding with the out-of-scope services. Before written approval will be given by the City, the City must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the City that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

E. **Payments.** Payment for work under this agreement will be made based on hourly charges plus reimbursable expenses up to limiting maximum amounts.

F. **Invoices and Progress Reports.** The Consultant shall submit invoices to the City no more frequently than at monthly intervals. The invoices must identify each employee by name and classification, the hours worked, and each individual's billing rate. Direct non-labor expenses must be itemized and provide a complete description of each item billed. Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

G. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the City determines that the work has been properly completed. The City will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

H. **Final Invoice.** Upon completion of the work under this agreement, the Consultant shall submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:

- Project name/location, project number, service provided, and agreement number.
- All the work under this agreement has been completed and all required deliverables have been submitted to the City
- Consultant has no outstanding issues to be resolved regarding the work under this agreement.

I. **Final Payment.** Upon determination by the City that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the City for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

SECTION 6. PROFESSIONAL PERFORMANCE

The Consultant understands that the City will rely on the professional performance and ability of the Consultant. Any examination by the City or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the City or of payment, partial or final, will not constitute a waiver of any rights of the City to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans,

specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the City. The Consultant shall respond to the City's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the City. If the Consultant discovers errors in its work, it shall notify the City of the errors within seven days. Failure of the Consultant to notify the City will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the City caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the City.

SECTION 7. SUSPEND, ABANDON AND TERMINATE

The City has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The City can suspend or terminate this agreement at any time.

If the City abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be reimbursed for work completed up to the date of suspension, abandonment or termination of the agreement, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the City can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the City will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the City and the Consultant shall immediately deliver all project plans and supporting documents to the City.

SECTION 8. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic

data, and other project data prepared or obtained under the terms of this agreement are the property of the City and the Consultant shall deliver them to the City without restriction or limitation as to further use.

City acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the City's sole risk and without legal exposure or liability to Consultant.

SECTION 9. CONFLICT OF INTEREST

By signing this agreement, the Consultant certifies that it has no financial or other interests in this project or the outcome of this project.

SECTION 10. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the City has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 11. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the City for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 12. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 13. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the City or a duly authorized representative, whose decision in the matter will be final and conclusive on

the parties to this agreement.

SECTION 14. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the City from all claims and liability due to the activities of the Consultant or those of the Consultant's agents, employees, subconsultants, or anyone working on Consultant's behalf, in the performance of work under this agreement. In this connection, the Consultant shall for the life of this agreement, carry insurance as outlined in Exhibit "D" and attached hereto, and hereby made a part of this agreement. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "D" must be met by the subconsultant.

SECTION 15. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act.

SECTION 16. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 17. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the City.

SECTION 18. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 19. TITLE VI, NONDISCRIMINATION

A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.

B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment.

The Consultant shall not participate either directly or indirectly in the discrimination

prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendices A, B, and C of 49 CFR 21.

C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the City as appropriate, and set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the City will impose such agreement sanctions as it may determine to be appropriate, including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement,

including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the City enter into such litigation to

protect the interests of the City and, in addition, the Consultant may request that the City and United States enter into such litigation to protect the interests of the CITY and United States.

SECTION 20. SUBLetting, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the City is obtained.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 21. CITY CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

SECTION 22. ALL ENCOMPASSED

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than contained herein, and

this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this 3rd day of September, 2015.

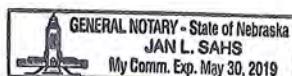
THOMPSON, DREESSEN & DORNER, INC.
Douglas E. Kellner, P.E.

— Dated 2.11.1998, V. 12.

Principal in Charge

STATE OF NEBRASKA)
SARPY COUNTY)ss.
)

Subscribed and sworn to before me this 3rd day of September, 2015.



Jan L. Sans
Notary Public

EXECUTED by the City this _____ day of _____, 2015

CITY OF LA VISTA
Joe Soucie – Authorized Representative

Public Works Director

Subscribed and sworn to this _____ day of _____ 2015.

Clerk

EXHIBIT A

Sarpy County Property Information



THOMPSON, DREESSEN & DORNER, INC. 2015 RATE SCHEDULE

TITLE	HOURLY RATE
LAND SURVEYING	
Principal (L.S.)	\$135.00
Chief of Surveys (L.S.)	\$130.00
Registered Land Surveyor (L.S.)	\$115.00
Crews	
3-Person Survey Crew	\$185.00
2-Person Survey Crew	\$150.00
1-Person Survey Crew	\$100.00
Computer Aided Drafting Technician and Equipment	\$85.00 - \$87.00
ENGINEERING	
Principal	
Civil Principal (P.E.)	\$160.00
Structural Principal (P.E., S.E.)	\$140.00
Senior Engineer	
Senior Civil/Structural Engineer (P.E.)	\$110.00 - \$140.00
Staff Engineer	
Staff Civil/Structural Engineer (P.E.)	\$100.00
Staff Civil/Structural Engineering Intern (E.I.)	\$70.00 - \$95.00
Intern	\$45.00
AutoCAD Technician	
Senior Computer Aided Drafting Technician and Equipment	\$90.00
Staff Computer Aided Drafting Technician and Equipment	\$65.00 - \$80.00
Construction Observer	
Senior	\$95.00
Staff	\$70.00
Staff/Intern	\$45.00 - \$55.00
Special Inspections	
Concrete/Masonry	\$65.00
Steel/Wood	\$75.00
Drillrig and Operator	
2-Man Crew	\$210.00
1-Man Crew	\$160.00
ADMINISTRATION	
Clerical	\$60.00 - \$120.00
OTHER	
Mileage	
Company Vehicle	\$.80/Mile
Personal Vehicle	\$.575/Mile
Governmental (State Law Max.)	\$.575/Mile
Electronic Data Collection Equipment	\$30.00 - \$45.00

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

THOMP-2

OP ID: JM

DATE (MM/DD/YYYY)

05/28/2015

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 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		CONTACT NAME: Jeannene McCrea PHONE (A/C, No, Ext): 402-891-1234 FAX (A/C, No): 402-891-1252 E-MAIL ADDRESS: jmccrea@quinninsurance.com	
INSURED		INSURER(S) AFFORDING COVERAGE INSURER A: Union Insurance Co. NAIC # INSURER B: Continental Casualty Co. 20443 INSURER C: INSURER D: INSURER E: INSURER F:	
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			

INSR LTR	TYPE OF INSURANCE		ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR		CPA3021657-23	06/01/2015	06/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							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
							Emp Ben.	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC					BODILY INJURY (Per person)	\$
	OTHER:						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	AUTOMOBILE LIABILITY			CPA3021657-23	06/01/2015	06/01/2016	EACH OCCURRENCE	\$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> OCCUR					AGGREGATE	\$ 5,000,000
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						\$
	Hired AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CPA3021657-23	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE	OTHE-
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					E.L. EACH ACCIDENT	ER
	DED <input checked="" type="checkbox"/> RETENTION \$ -0-						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 100,000
								\$ 500,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input type="checkbox"/> Y/N	WCA3021655-23	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE	OTHE-
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		<input type="checkbox"/>				E.L. EACH ACCIDENT	\$ 100,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Professional Liability			AEH114077263	10/29/2015	10/29/2016	Aggregate	2,000,000
							Per claim	2,000,000

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

Hell Creek Channel Improvements - Phase II

CERTIFICATE HOLDER

CANCELLATION

CITYL-2

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