

**ENGINEERING AGREEMENT**  
**FOR**  
**SURVEY, DESIGN, PLAN PREPARATION AND PERMITTING SERVICES**  
**OF LANCASTER COUNTY BRIDGE(S) F-78, F-82 and F-86**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the firm of **JEO Consulting Group Inc**, hereinafter referred to as the "**ENGINEER**", and **Lancaster County**, hereinafter referred to as the "**COUNTY**".

**WHEREAS**, the **COUNTY** desires to employ the **ENGINEER** to render professional engineering services and such other services as *may* be required and as hereinafter set forth in the scope of work for the **SURVEY, DESIGN, PLAN PREPARATION AND PERMITTING SERVICES** of **COUNTY** Bridge(s) F-78 (C005512360) located on N 14<sup>th</sup> St 2455 ft. South of McKelvie Rd. in Section 25/26, Township 11 North, Range 6 East, of the 6th P.M., F-82 (C005512355) located on N 14<sup>th</sup> St 1400 ft. North of McKelvie Rd. in Section 23/24, Township 11 North, Range 6 East, of the 6th P.M., and F-86 (non-bridge length) located on N 14<sup>th</sup> St 1500 ft. South of Waverly Rd. in Section 13/14, Township 11 North, Range 6 East, of the 6th P.M. (see Exhibit "A" attached); and

**WHEREAS**, the **ENGINEER** is willing to perform such work in accordance with the terms hereinafter provided and does represent it is in compliance with the Nebraska Statutes relating to the registration of professional Engineers;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**I. SCOPE OF SERVICES**

**A. PRELIMINARY SURVEY**

**1. QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE**

- a) All work shall be completed by or under the direct supervision of a Licensed Nebraska Surveyor and/or Engineer who is experienced and qualified to certify submittal results regarding the specified types of survey work to be performed under this agreement.
- b) The **ENGINEER** shall be familiar with Survey industry standards, Local, State and Federal laws, regulations and policies pertaining of the practice of surveying, and the standard practices used in both the **COUNTY'S** office as well as those of the State of Nebraska Department of Transportation, and carry out the survey work in accordance with them including:
  - (1) Lancaster County Horizontal Control Datum
  - (2) Manual on Uniform Traffic Control Devices
    - (a) In the event that surveying on Railroad Property is required the **ENGINEER'S** personnel

shall complete and perform their work in compliance with applicable Railroad approved safety requirements.

- (b) In the event that surveying on the project requires full or partial lane closures, the **ENGINEER'S** personnel shall comply with applicable Nebraska Department of Transportation (NDOT) flagger safety certification(s) and signing practices.

## **2. SOFTWARE AND EQUIPMENT REQUIREMENTS**

- a) All equipment and supplies required for the work will be provided by the **ENGINEER**.
- (1) The survey and data gathering equipment used by the **ENGINEER** must be capable of producing final survey and design files compatible with AutoCAD, 2013 DWG.
- b) All surveys shall be made by real time kinematic methods using Global Positioning System (GPS) technologies and shall be tied to the Lancaster County Horizontal Control Datum per Lancaster County Engineering Department Map Projection criteria (aka County Grid).
- (1) In areas where a GPS signal cannot be obtained with certainty conventional methods shall be used.
- c) Reports and documents must be submitted in a form compatible with Microsoft Office and/or Adobe products unless otherwise directed.

## **3. THE COUNTY AGREES TO PROVIDE THE FOLLOWING TO THE ENGINEER AT NO CHARGE:**

- a) Horizontal control points limited to section corners and quarter section corners necessary to perform the survey work
- (1) Copies of section corner and quarter section corner reference ties
- (a) Also available at <https://lincoln.ne.gov/asp/cnty/survey/default.aspx>
- (2) Lancaster County Engineering Department point designation code identifiers for horizontal control
- (a) See Exhibit "B" attached
- (3) Lancaster County Engineering Department point code list regarding topo features
- (a) See Exhibit "C" attached
- (4) Lancaster County Engineering Department "x" and "y" coordinates for pertinent horizontal control on Lancaster County control datum
- (a) Also available at <https://lincoln.ne.gov/gis/control>
- (5) Lancaster County Engineering Department Map Projection Criteria
- (a) See Exhibit "D" attached
- b) Additional horizontal and vertical control points may be furnished upon request if available and at the discretion of the **COUNTY**
- c) Names of landowners with legal descriptions and parcel information

## **4. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING SERVICES GENERALLY DESCRIBED HEREINAFTER:**

- a) Topographic survey shall include but not be limited to:
- (1) 500 ft. up and down roadway centerline from the centerline of the existing structure

- (2) 125 ft. left and right of centerline roadway for the project corridor
- (3) Intersections within 500 ft. of the existing structure shall be additionally surveyed 300 ft. up and down centerline of the intersecting roadway
- (4) Channel flowlines and banks 300 ft. upstream and downstream as measured along the flowline
  - (a) Lateral extents of channel limits shall extend a minimum of 50 ft. outside top of banks as measured normal to the meander flowline
- (5) See Exhibit "E" attached
- b) Vertical control points marked with the minimum of a No. 5 rebar 30 in. long placed flush or buried with reference to existing grade.
  - (1) A minimum of two (2) on-site vertical control points must be provided that are located beyond the anticipated limits of construction in such a way as they are capable of being easily maintained during construction
- c) Grade/terrain changes of sufficient frequency and location to produce a resulting TIN file capable of being used to complete design, construction plans, right of way plans and other documents to be used for **COUNTY** projects
- d) Upstream and downstream faces of the existing structure including low superstructure, face of abutments, edge of water, flow lines, and grade changes
- e) Permanent structures and physical features including flowline of existing culvert drainage structures, trees 18 inches in diameter and larger, all landscape and planted trees, four corner of structure, end-of-floor at centerline of roadway, and ends of wings within the limits of the survey.
- f) Location of utilities both above and below ground as identified by the applicable utility locate service(s)
- g) Additional hydraulic cross sections as determined by and at the discretion of the **ENGINEER**

**5. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING DELIVERABLES GENERALLY DESCRIBED HEREINAFTER:**

- a) Electronic copies of all survey data will be provided to the **COUNTY**. Deliverables shall include but not necessarily be limited to:
  - (1) Data Collector files containing and/or in conformance with:
    - (a) Horizontal Control
      - Lancaster County Engineering Department Point Designation Code Identifiers.
      - Lancaster County Engineering Department Point Annotation and Labeling.
      - Lancaster County Engineering Department Map Projection Criteria.
    - (b) Vertical Control
      - Provide NAVD 88 vertical control benchmark and monument data sheet information which on site vertical control is based upon.
      - A verified NAVD 88 vertical level run determined by differential leveling method with supporting documentation.
    - (c) Complete point list of all points collected identified by Northing, Easting, and Elevation (including point codes).
    - (d) CAD files including topographic drawings.
    - (e) Report of Utility Locate Status including ticket number, ticket summary, and members notified
    - (f) Drainage Structures Sheets documenting presence and condition of any existing drainage

structures within the project limits

- (g) Control Point Tie Sheets for any newly established control points used in the performance of the survey
- (h) Miscellaneous survey notes and any other information not included above
- (i) Necessary revisions and/or verifications based on the **COUNTY'S** review comments.
- (j) Any other survey work deemed necessary by the **COUNTY** or the **ENGINEER** to complete designs, construction plans, right of way plans and other documents to be used for **COUNTY** projects.

## **B. HYDRAULIC DESIGN**

### **1. QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE**

- a) All work shall be completed by or under the direct supervision of a Nebraska licensed professional civil engineer experienced with all aspects of hydraulic design related to the services to be provided under this agreement.
- b) The **ENGINEER** shall be familiar with Hydraulic design industry standards, Local, State and federal laws, regulations and policies that pertain to hydraulic design, and the standard practices used by the State of Nebraska Department of Transportation, and carry out the design work in accordance with them including:
  - (1) 23 CFR 650A (Location and Hydraulic Design of Encroachments on Flood Plains)
  - (2) Federal Highway Administration Publication No. FHWA-IP-90-017 (Hydraulic engineering Circular No. 18, Evaluating Scour at Bridges).
  - (3) NDOT Drainage Design and Erosion Control Manual
  - (4) NDOT Hydraulic Analysis Guidelines document.
  - (5) NDOT Bridge Office Policies and Procedures Manual (BOPP)
  - (6) NDOT 2007 Standard Specifications for Highway Construction
  - (7) Nebraska Minimum Design Standards for New and Reconstructed Projects, 3R Standards (Resurfacing, Restoration and Rehabilitation) - Nebraska Administrative Code Title 428 Rules and Regulations of the Board of Public Roads Classifications and Standards
  - (8) Special Provisions and Specifications developed by NDOT's Bridge and Roadway Design Divisions

### **2. SOFTWARE AND EQUIPMENT REQUIREMENTS**

- a) All equipment and supplies required for the work will be provided by the **ENGINEER**.
- b) Hydraulic design will be completed using the most current version of generally accepted software such as:
  - (1) HEC-RAS
  - (2) HY-8
- c) Reports and documents must be submitted in a form compatible with Microsoft Office and/or Adobe products unless otherwise directed.

### **3. THE COUNTY AGREES TO PROVIDE THE FOLLOWING TO THE ENGINEER AT NO CHARGE:**

- a) Plans and/or field sketches of the existing structure
  - (1) Available upon request
- b) Historical as-built structure-type information as documented in **COUNTY** maintained construction books
  - (1) Available upon request
- c) Historical site inspection photos of the existing structure
  - (1) Available upon request

**4. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING SERVICES GENERALLY DESCRIBED HEREINAFTER:**

- a) The **ENGINEER** will research historical stream flow records including:
  - (1) Historical Gauging Station data
  - (2) Flows calculated and published in the “Lancaster County Nebraska and Incorporated Areas” Flood Insurance Study
- b) The **ENGINEER** will develop, using generally accepted methods, any and all hydrological design parameters and other information necessary to accurately model the existing and proposed stream crossing(s)
  - (1) Hydraulic design parameters shall be defined by considering hydraulic constraints, cost, risks, regulatory requirements, channel behavior, engineering requirements, social concerns, and environmental impacts, including the impacts and consequences an encroachment is found to have on the 100-year floodplain environment.
    - (a) For minor action projects with minimal hydraulic risks, such as culvert extensions, approximate hydraulic calculations based on a minimum of one upstream cross-section, one downstream cross-section and one encroachment (structure opening/road grade) cross-section may be acceptable.
    - (b) High risk and/or very complex sites may require the use of additional floodplain cross-sections and/or total station survey data.
  - (2) The particular method of determining the magnitude of design flows shall be based on the size of the contributory drainage area, as applicable. Acceptable methods of analysis shall include:
    - (a) NDOT regression equations for region 3 as specified in the NDOT Drainage and Erosion Control Manual
    - (b) Methods developed by the Natural Resources Conservation Service (NRCS) under Technical Release 55 (TR-55)
    - (c) Rational Method
- c) The **ENGINEER** will execute the hydraulic model of both the existing and proposed structures(s) to determine the most efficient replacement structure design-type
  - (1) As an alternate to part **I.B.2.b)** and in accordance with parts **I.4.a)** and **I.4.b)**, the **ENGINEER** may utilize existing accepted HEC-RAS models developed as part of the “Lancaster County Nebraska and Incorporated Areas” Flood Insurance Study as the effective base model for analysis
    - (a) The model may be analyzed using the version of the software it was originally created in at the discretion of the **ENGINEER** and as approved by the **COUNTY**
    - (b) The model shall be updated to reflect newly surveyed sections completed under section

I.B.2.b). of this agreement

- (2) Proposed stream crossings of several design type alternatives for the replacement structure shall be investigated including:
  - (a) Cast in place concrete slab
  - (b) Pre-cast concrete deck plank
  - (c) Reinforced concrete box culvert
    - Tap pipes at wings shall be provided on all corners of the CBC where a defined roadway ditch, existing and/or proposed, is located within the limits of the proposed structure.
    - Design and detailing of tap pipes shall be considered “Additional Work and Related Services” and a Supplemental Agreement shall be required.
- (3) The **ENGINEER** will research controlling design criteria
- (4) Structure sizing shall be based on hydraulic requirements for storm reoccurrence intervals of 2, 5, 10, 25, 50, and 100 years.
  - (a) The reoccurrence interval of the storm causing first overtopping the roadway shall be determined and reported upon as part of this analysis under both existing and proposed conditions
  - (b) High Risk sites may require sizing based on Q500 floods.
- (5) The **ENGINEER** shall complete an internal quality control review of the hydraulic evaluation(s).

**5. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING DELIVERABLES GENERALLY DESCRIBED HEREINAFTER**

- a) The **ENGINEER** will research the information necessary for the preparation and submittal of a NDOT Form 76 to determine and document design criteria
  - (1) See Exhibit “F”
- b) The **ENGINEER** will attend a meeting with the **COUNTY** to review proposed replacement structure design type alternatives and any special design considerations.
  - (1) The final structure type shall be selected by assessing NATURAL, EXISTING and ALTERNATE conditions including:
    - (a) Studied overtopping frequencies
    - (b) Studied need for raising the vertical profile of the existing roadway
    - (c) Studied impact on the existing floodplain and/or floodway
    - (d) Potential impact on wetlands or other waters of the United States as preliminary determined thru a desktop review of available databases
    - (e) Potential impact on state and federally listed threatened and endangered species and their habitat that could exist within the project area as preliminary determined thru a desktop review of available databases
    - (f) Potential impact on existing adjacent structures, property access, or other improvement requiring said structures, property access, or other improvements to be either demolished or relocated.
  - (2) The **ENGINEER** and **COUNTY** shall jointly attend a site visit prior to identification of the final structure type determined to be the most efficient replacement structure of the alternatives investigated by the **ENGINEER** as part of the Hydraulic Analysis.
- c) The **ENGINEER** will generate the information necessary for the preparation of a “Bridge to Culvert” or “Culvert to Culvert” Lancaster County Hydraulic Design Data sheet (see Exhibits “G” and “H”

attached) based on the final replacement structure design-type selected.

- (1) Each sheet shall bear the signed and dated professional seal of the **ENGINEER**
- (2) Hydraulic Design Data sheet shall be submitted electronically pdf format.

### **C. WETLAND DELINEATION AND PRELIMINARY JURISDICTIONAL EVALUATION**

#### **1. QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE**

- a) All work shall be completed by or under the direct supervision of a **Qualified Wetland Scientist** experienced with all aspects of wetland delineation related to the services to be provided under this agreement.
  - (1) Requirements to be considered a Qualified Wetland Scientist:
    - (a) Bachelor's Degree in Biology, Botany, Soils, Ecology, Landscape Architecture, or related natural resource field
    - (b) Completion of a 40 hour basic wetland delineation training course focused on application of the 1987 Corps of Engineers Wetland Delineation Manual Technical Report Y-87-1, Corps of Engineers Wetlands Delineation Manual (1987 Manual)
- b) The **ENGINEER** shall be familiar with structural design industry standards, Local, State and Federal laws, regulations, and policies pertaining of the practice of wetland delineation including, and the standard practices used by the State of Nebraska Department of Transportation, and carry out the design work in accordance with them including:
  - (1) Executive Order 11990 – Protection of Wetlands
  - (2) Clean Water Act, Sections 404 and 401
  - (3) Corps of Engineers Wetland Delineation Manual (January, 1987)
  - (4) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (August, 2010)
  - (5) National Hydrography Dataset
  - (6) National Wetland Inventory
  - (7) U.S. Geological Survey 7.5 minute topographic maps
  - (8) Natural Resources Conservation Service soil survey maps
  - (9) Nebraska Conservation and Environmental Review Tool (CERT)

#### **2. SOFTWARE AND EQUIPMENT REQUIREMENTS**

- a) All equipment and supplies required for the work will be provided by the **ENGINEER**.
- b) Wetland delineations will be completed using the most current version of generally accepted datasets, inventories, maps, and tools
- c) Reports and documents must be submitted in a form compatible with Microsoft Office and/or Adobe products unless otherwise directed.

#### **3. THE COUNTY AGREES TO PROVIDE THE FOLLOWING TO THE ENGINEER AT NO CHARGE**

- a) Arranged access to project study areas (via right-of-entry)
  - (1) Available upon request

**4. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING SERVICES GENERALLY DESCRIBED  
HEREINAFTER**

- a) The **ENGINEER** will perform a wetland delineation suitable for use in obtaining a U.S. Army Corps of Engineer's Section 404 Permit and shall include:
- (1) Desktop review of available databases to determine site areas that may have potential wetlands or other waters. This review will include accessing information from:
    - (a) National Hydrography Dataset (NHD)
    - (b) National Wetland Inventory (NWI)
    - (c) U.S. Geological Survey (USGS) 7.5 minute topographic maps
    - (d) Natural Resources Conservation Service (NRCS) soil survey maps
    - (e) Current and historical aerial imagery
  - (2) Site Visit
    - (a) Following the desktop review, a site visit will be conducted to field document the presence or absence of jurisdictional wetlands and other waters (streams, lakes, ponds, pits or other impoundments), including:
      - Delineation of the ordinary high water mark
      - Delineation of the USGS Hydrologic Unit Code and water regime (perennial, intermittent, ephemeral, etc.) under the USACE 404 Permit Program identified during the desktop review.
    - (b) The site visits will be conducted by traversing the project study area (i.e. 50 ft. beyond the preliminary limits of construction in all directions) to identify wetland characteristics including:
      - Hydrophytic vegetation
      - Hydric soils
      - Wetland hydrology
    - (c) Wetland and/or other waters boundaries will be delineated using real time kinematic methods using Global Positioning System (GPS) technologies tied to the Lancaster County Horizontal Control Datum per the Lancaster County Engineering Department Map Projection.
      - In areas where GPS signals cannot be obtained with certainty conventional methods shall be used.
      - The survey and data gathering equipment used by the **ENGINEER** must be capable of producing final survey and design files compatible with AutoCAD, 2013 DWG.
    - (d) During the site visit the **ENGINEER** shall conduct a survey for state and federally listed threatened and endangered species and their habitat that could potentially exist within the project study area
- b) The **ENGINEER** shall submit an application for a Nationwide 404 Permit (NWP) through the U.S. Army Corps of Engineers
- (1) It is not anticipated that the work on these sites will require an Individual Permit. Should an individual permit application be required the work shall be considered "Additional Work and Related Services" and a Supplemental Agreement shall be required.
  - (2) Applications shall be submitted as individual and separate permit applications to the greatest extent possible



- (3) Following the submittal of the NWP application, the **ENGINEER** shall provide coordination with the Corps to verify that they have all the required information needed to process the application.
- c) As part of the NWP process, the **ENGINEER** shall complete the Nebraska Conservation and Environmental Review Tool (CERT) to comply with the U.S. Fish and Wildlife Service (USFWS) and the Nebraska Game and Parks Commission (NGPC).
- d) As part of the NWP process the **ENGINEER** shall apply for historical clearance through the Nebraska State Historical Preservation Office (SHPO) in accordance with the statutory obligation of Section 106 consultation with the Nebraska State Historic Preservation Office.
  - (1) If needed, a request letter shall also be sent to Tribal Historic Preservation Offices (THPO) regarding potential impact to tribal lands.
  - (2) For project sites located in a floodplain, the **ENGINEER** will prepare and submit a Floodplain Permit for construction work where applicable to the City of Lincoln/Lancaster County Building and Safety Department or other governing jurisdictional office.
    - (a) Application fees will be furnished by the **ENGINEER**.
    - (b) Applications shall be submitted as individual and separate permit applications to the greatest extent possible.
    - (c) Applications shall include a Certification of Compliance
      - See Exhibit "J"

**5. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING DELIVERABLES GENERALLY DESCRIBED HEREINAFTER:**

- a) A wetland delineation report suitable for use in obtaining a U.S. Army Corps of Engineers Section 404 Permit detailing the presence or absence of wetlands and other waters within the project study area. The Wetland Delineation Report will include:
  - (1) A narrative of how the Wetland Delineation was conducted
  - (2) A summary of the results of the Wetland Delineation including completed Midwest Region Data Forms.
  - (3) Figures documenting information gathered during the desktop review
  - (4) Photographs documenting site conditions, including wetlands and other waters
  - (5) Figures showing sample point locations and photo point locations
  - (6) A ground level photo log documenting conditions at the time of the site visit.
  - (7) Mapping of the field delineated wetland areas including the calculated wetland acreage for the project
  - (8) Electronic copies of all survey data will be provided to the **COUNTY**.
  - (9) Wetlands Feature File
    - b) Acknowledgement of Receipt of Department of Army Permit Application including NWO project File Number, Date Application Received, Project Manager, and Contact Information from the U.S. Army Corps of Engineers
    - c) 404 Nationwide Permit (NWP) "Department of the Army Nationwide Permit Verification" from the U.S. Corps of Engineers
    - d) Concurrence notification that the project will not have any adverse impact on state-listed endangered or threatened species from the U.S. Fish and Wildlife Service

(USFWS) and the Nebraska Game and Parks Commission (NGPC).

- e) Concurrence notification that the project will not have any impact on any archeological historical properties from the Nebraska State Historical Preservation Office (SHPO).
- f) Floodplain permit with FPC Permit number and Status of "issued"
- g) Electronic copy of the application package for the Floodplain Development Permit

#### **D. PLAN PREPARATION**

##### **1. QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE**

- a) All work shall be completed by or under the direct supervision of a Nebraska licensed professional civil engineer experienced with all aspects of plan preparation and the standard practices used by the State of Nebraska Department of Transportation related to the services to be provided under this agreement and carry out the drafting work in accordance with them

##### **2. SOFTWARE AND EQUIPMENT REQUIREMENTS**

- a) All CAD files submitted in a format compatible with AutoCAD, 2013 DWG.
- b) Files shall be in conformance with NDOT's file naming conventions

##### **3. THE COUNTY AGREES TO PROVIDE THE FOLLOWING TO THE ENGINEER AT NO CHARGE**

- a) Standard plan details unique to the **COUNTY**

##### **4. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING SERVICES GENERALLY DESCRIBED HEREINAFTER**

- a) The **ENGINEER** will develop plans for both horizontal and vertical geometry and other incidental construction, complete with dimensions.
- b) The **ENGINEER** will draft and detail all plan sheets so as to accurately depict the intended construction and roadway design parameters.
- c) The **ENGINEER** will employ the use of standard details and associated drafting standards used by the Nebraska Department of Transportation to the greatest extent possible.
- d) The **ENGINEER** shall incorporate the Reinforced Concrete Box Culvert plans as prepared by NDOT, Bridge Division, into the plan set to be prepared under this agreement
- e) Supplementary details to be prepared and incorporated into the final plan set by the **ENGINEER** based on the CBC design provided by NDOT shall include:
  - (1) Bill of bars table
  - (2) Plan length determination of the CBC to the left and right of CL roadway
  - (3) Summary of CBC design quantities based on final design length
  - (4) Standard minimum riprap placement details (see Exhibit "K")
  - (5) Additional Riprap placement details at inlet and/or outlet of CBC, as required.
    - (a) Evaluation of the need for the placement of riprap beyond the end of the aprons shall be based on the as modeled entrance and exit velocity of the water in accordance with NDOT

Drainage and Erosion Control Manual, Exhibit 2.13

- The limits of the additional riprap armoring, when required, shall extend to (see Exhibit “K”):
    - 10 ft. upstream from end of apron along flow line at inlet
    - 20 ft. downstream from end of apron along flow line at outlet
    - Top of banks perpendicular to flow line
  - (b) Design and detailing of additional riprap armoring shall be considered “Additional Work and Related Services” and a Supplemental Agreement shall be required.
- f) The assembly and indexing of the project plans shall be consistent with the standard practice of the NDOT Roadway Design Division (see Exhibit “L”). Plan sheets may include but not be limited to:
- (1) Cover sheet (A#)
    - (a) Location map,
    - (b) Project authority
    - (c) Project environmental permits
    - (d) Applicable design standards
    - (e) Plan symbols/notations legend
    - (f) Seal(s) of authorizing **ENGINEER**(s)
  - (2) Sheet index (A#)
    - (a) Standard Plan listing
    - (b) Special Plan listing
  - (3) Typical cross-section sheet (B#)
    - (a) Typical roadway and ditch cross-sections through the area of improvement including cross-sections at any pipe culvert locations parallel to centerline of structure
  - (4) Summary of quantities sheet (C#)
    - (a) Item name, quantity, and unit that is in accordance with **COUNTY** bid item standards
    - (b) See Exhibit “M” and “N”
  - (5) Wetland sheet (E#)
    - (a) Limits of wetlands, restricted areas, channels, alignments, impacted areas, and other wetland features superimposed on aerial pictometry with legend
    - (b) Floodplain section layout/ floodplain cross-section sheet(s), as applicable
  - (6) General Notes Sheet (G#)
    - (a) Earthwork Data
  - (7) Sediment and Erosion Control Sheets (J#)
    - (a) Wetlands
    - (b) Ditches with slopes and arrows
    - (c) Limits of Construction lines
    - (d) Restricted Areas
  - (8) Roadway Plan and Profile Sheets (Start with sheet 3) (L#)
    - (a) All areas impacted by improvements
    - (b) Build/Remove information boxes shall indicate all affected structures
    - (c) Center line of roadway
    - (d) Section line
    - (e) Utility locates
    - (f) Right-of-Way property lines adjoin project limits of construction
    - (g) Identified wetlands

- (h) Temporary and/or permanent easement
- (i) Structural data points for new structure including description, station, offset, Northing and Easting
- (9) Traffic Control Sheets (M#)
  - (a) Barricade plan sheet
  - (b) Detour plan sheet, as applicable
- (10) Channel-cross section sheet(s) indicating flow line elevations, direction of flow, design high water location, existing R.O.W limits, obtained easement limits, and hydraulic data (Q#).
  - (a) Additional sections shall be taken at Bridges and Culverts (including tap pipes) along centerline of structure(s)
- (11) Bridge and/or Concrete Box Culvert Plans (R#)
- (12) Right-of-Way Plans (W#)
  - (a) Limits superimposed on aerial pictometry
  - (b) Legend
  - (c) Listing of ROW Acquisition Commitments
- (13) Roadway Cross-Section Sheets (X#)
  - (a) Roadway cross-section sheets shall be cut perpendicular to the centerline of roadway every 50 ft. starting at the beginning of construction and progressing throughout the end of construction.
  - (b) All section views shall include:
    - Existing location of R.O.W.
    - Easements
    - Cut and fill quantities
    - Special ditch elevations
    - Existing roadway centerline elevation
    - Centerline roadway location and elevations
    - Section line location with respect to centerline roadway location
- (14) Guardrail layout sheets
- (15) Lancaster County Standard Plans, as applicable
  - (a) Pipe Headwall
- (16) NDOT Standard Plans, as applicable
  - (a) 403-R3 Bends and Breaks for Concrete Box Culverts (1-2)
  - (b) 404-R4 Control Joints for Concrete Box Culverts (1-1)
  - (c) 501-R7 Erosion Control (1-3)
  - (d) 502-R2 Silt Fence Details (1-2)
  - (e) 740-R1 Midwest Guardrail System Bridge Approach Section (1-3)
  - (f) 743-R2 Guardrail Details (1-4)
  - (g) 745-R1 End Anchorage Assembly
  - (h) 920-R7 Traffic Control, Construction and Maintenance (1-3)
  - (i) 921-R8 Traffic Control, Construction and Maintenance (1-2)
  - (j) 922-R1 Traffic Control for Asphalt Surfacing (1-2)
  - (k) 923-R1 Traffic Control Road Closure (1-1)
  - (l) 943 Temporary Pavement Marking (1-4)
- (17) NDOT Special Plans, as applicable
  - (a) Milled Rumble Strips (1-2)
  - (b) Concrete Washout & Construction Exit (1-1)
  - (c) Inlet Protection (1-2)

- (d) Silt Checks All Types (Sheets 1-4)
- (e) Bridge Approach Section with Midspan Rail Support (1-1)

g) The **ENGINEER** will complete internal quality control review of plans.

**2. THE ENGINEER AGREES TO PROVIDE THE FOLLOWING DELIVERABLES GENERALLY DESCRIBED HEREINAFTER:**

- a) The **ENGINEER** will Submit 90% plans to the **COUNTY** for review.
  - (1) The 90% plans represent the final design of the project
- b) Prior to proceeding with final plans the **ENGINEER** shall attend a 90% plan review meeting with the **COUNTY** to discuss review comments as well as any special design considerations for the project including the profound impact of adjacent building, structures, property access, or other improvement requiring said building, structures, property access, or other improvements to be either demolished or relocated.
- c) Upon incorporating review comments into the plan set the **ENGINEER** shall submit to the **COUNTY**:
  - (1) 100% plans, each sheet bearing the signed and dated professional seal of the **ENGINEER** submitted electronically in 11x17 pdf format.
  - (2) Final cost estimates, design computations and any special provisions that may be required submitted electronically in a format compatible with Microsoft Office and/or Adobe products unless otherwise specified including:

**E. ADDITIONAL WORK AND RELATED SERVICES**

- 1. The **COUNTY** and the **ENGINEER** agree that a supplemental agreement shall be negotiated and entered into to provide the following services and any compensatory mitigation that may be required based on the final scope of the project. The **ENGINEER** shall bill the **COUNTY** at its standard billing rates as provided in Exhibit "O".
  - a) Apply for and obtain a U.S. Army Corps of Engineers Individual 404 Permit
  - b) Apply for and obtain a Construction Storm Water Notice of Intent (CSW-NOI) permit from the NDEQ
    - (1) Includes Preparation of a Storm Water Pollution Prevention Plan (SWPPP)
      - (a) The SWPPP must be developed using NDOT's SWPPP template that will be provided by the Roadside Stabilization Unit.
  - c) Wetland mitigation services or other specialized environmental consultation
  - d) Roadway design
  - e) Roadway design plan preparation
  - f) Structural design
  - g) Structural detailing of any of the structure design-type alternatives specified in the Hydraulic Design Data Sheet(s)
  - h) Geological investigations and recommendations necessary for the testing of compaction using a Light Weight Deflectometer, as required.
    - (1) The resulting report will include recommendations regarding soil index properties including plasticity index, liquid limit, and the percent retained on a #200 sieve.

- i) Geological investigations and recommendations as to pile type, design pile bearing capacity, and length of pile embedment.
  - (1) Bearing pile shall be of type "HP12x53", 50 ksi steel piling and/or type "Pipe Piling" steel piling with a 13" Max. Outer Diameter (O.D.), 12" Min O.D., and a nominal shell thickness of not less than 3/8" conforming to the requirements of ASTM A252, Grade 2.
  - (2) Use of Prestressed Concrete Piles shall not be allowed without written permission of the **COUNTY**
- j) Preparation of documents necessary to submit a request for the relaxation of the Nebraska Minimum Design Standards for New and Reconstructed Projects, 3R Standards (Resurfacing, Restoration and Rehabilitation) - Nebraska Administrative Code Title 428 Rules and Regulations of the Board of Public Roads Classifications and Standards
- k) Guardrail sheets
  - (1) Analyze potential guardrail locations and design new guardrail at locations that do not meet current standards or are affected by other elements of the project.
  - (2) Guardrail will be designed to meet current NDOT standards unless justified by an accepted design as governed by the current Roadside Design Guide
  - (3) Provisions shall be made to attach guardrail protection to all corners of the proposed structure.
  - (4) Approach guardrail shall conform to Midwest Roadside Safety Facility Standards.
  - (5) In the event the structure(s) is located on a paved roadway surfacing beneath the guardrail shall be included in the plans
- l) Energy dissipation design and detailing
- m) Drainage structures and other incidental construction including:
  - (1) Tap pipes for concrete box culverts
  - (2) Drop pipes at bridges.
- n) Resolution of construction problems not attributed to design error
- o) Load and Resistance Factor Rating (LRFR) Load Rating Summary Sheet(s) including:
  - (1) Computations as required by the Nebraska Department of Transportation Bridge Inspection Policies and Procedures manual.
  - (2) Computations will additionally include a Load Factor Design capacity summary at 10th points for all bridge structures.

**II. TIME OF BEGINNING AND COMPLETION OF THE WORK**

A. The **ENGINEER** proposes to furnish all necessary equipment, tools, machinery, apparatus, and other means to do all work and to furnish all materials and labor necessary to complete the work in accordance with these provisions; to commence said work upon notice-to-proceed and complete all work on or before **Friday, January 25, 2019**. At this time the **ENGINEER** will forward all documentation required by this Agreement to the Lancaster **COUNTY ENGINEER** for review and approval

1. Progress completion schedule:

- a) Anticipated Notice to Proceed ..... October 16, 2018
- b) Survey Complete..... November 12, 2018
- c) Preliminary/Hydraulic Design Submittal..... December 17, 2018
- d) Preliminary Design Review/Meeting..... December 21, 2018

- e) 90% Design Submittal..... January 14, 2019
- f) 90% Design Review/Meeting..... January 18, 2019
- g) Final Submittal Package..... January 25, 2019
- h) Permits (Submitted to Agencies)..... January 25, 2019

- B. This completion time or period will not be extended because of any unwarranted or avoidable delay attributed to the **ENGINEER**.
- C. Amendments or changes in the scope of work which entail a significant increase in the number of man hours expended by the forces of the **ENGINEER** or any unavoidable delays caused by the **COUNTY** or other governmental agencies which are beyond the control of the **ENGINEER** may form the basis of the **COUNTY** granting an extension of time. In the event that the scope of work is altered as described above, the **COUNTY ENGINEER** and the **ENGINEER** will determine through negotiation the additional time period to be added to the Agreement. This Agreement may be amended only by a written instrument executed by both parties.

**III. OWNERSHIP OF ENGINEERING DOCUMENTS**

All CAD drawings, plans, specifications, maps, design computations, sketches, charts and other data prepared or obtained under the terms of this Agreement shall become the property of the **COUNTY** and may be used by the **COUNTY** without restrictions or limitations on projects funded using federal and state aid or locally funded projects.

**IV. ABANDONMENT, CHANGE OF SCOPE, SUSPENSION OR TERMINATION**

- A. It is mutually agreed the services to be performed by the **ENGINEER** may not be assigned, sublet, or transferred without the written consent by the **COUNTY**. Any assignment without the **COUNTY'S** written consent shall be absolutely void
- B. It is mutually agreed the **COUNTY** has the right to terminate this Agreement at any time upon written notice
  - 1. In the event the improvement is to be abandoned or indefinitely postponed; or
  - 2. Because of the **ENGINEER'S** disability or death; provided in any such case the **ENGINEER** shall be paid the reasonable value of his services rendered up to the time of termination as determined by the **COUNTY**.
- C. It is mutually agreed the services of the **ENGINEER** may be terminated by **COUNTY** upon written notice when, in the judgement of the **COUNTY**, such services are unsatisfactory or the **ENGINEER** has failed to abide by the conditions of this Agreement in all respects. In such cases, the **ENGINEER** shall be paid the reasonable value of his services up to the time of termination as determined by the **COUNTY**.
- D. It is mutually agreed no material change in the scope of the work as set forth herein will be made unless provided for by a separate written supplemental agreement executed by the parties herein. Said supplemental agreement shall specify whatever adjustment of the **ENGINEER'S** fee is to be made.
- E. If any part of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

## V. GENERAL PROVISIONS

- A. To the fullest extent permitted by law the **ENGINEER** shall indemnify, defend, and hold harmless the **COUNTY**, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the **ENGINEER**, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the **ENGINEER** shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the **COUNTY**.
- B. The **ENGINEER** warrants they have not employed or retained by any company or person, other than a bona-fide employee working for the **ENGINEER**, to solicit or secure this Agreement, and they have 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 **COUNTY** shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- C. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the **ENGINEER** shall not be deemed to be employees of the **COUNTY**, and employees of the **COUNTY** shall not be deemed to be employees of the **ENGINEER**. The **ENGINEER** and the **COUNTY** shall be responsible to their respective employees for all salary and benefits. Neither the **ENGINEER'S** employees nor the **COUNTY'S** employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable railroad insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation. The parties agree that the **ENGINEER**, its officers, employees and agents shall be available for any in-court testimony as requested by the Lancaster County Attorney's Office. The **ENGINEER** also agrees to make themselves, its officers, employees and agents available to attend any necessary meetings or conferences in preparation of testimony as requested by the Lancaster County Attorney's



Office. Should the County Attorney's Office require conferences, meetings or in court testimony of the **ENGINEER**, its officers, employees or agents, the **ENGINEER** shall bill the **COUNTY** at its current standard billing rates.

- D. The **ENGINEER** further agrees themselves and their subcontractors, if any, will maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred, and to make such materials available at their respective office at all reasonable times during the Agreement period and for three (3) years thereafter from the date of final payment under the Agreement for inspection by the **COUNTY**. Copies of these records will be furnished by the **ENGINEER** to the **COUNTY**, if required.
- E. The **ENGINEER** hereby agrees to affix the seal of a registered professional engineer employed by the **ENGINEER** and licensed to practice in the state of Nebraska on all documents prepared hereunder.
- F. The **ENGINEER** further agrees not to employ personnel presently employed by the **COUNTY** or the State of Nebraska in an engineering capacity for work under this Agreement on either a full or part-time basis.
- G. The **ENGINEER** agrees to abide by the provisions of the Nebraska Fair Employment Practices Act of 1965, R.R.S. 1943, Sections 48-1101 through 48-1125 which is made a part of this Agreement and is included in this Agreement by this reference.
- I. **COUNTY'S** failure or neglect to enforce any of its rights under this Contract will not be deemed to be a waiver of **COUNTY'S** rights.
- J. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, **ENGINEER** agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. **ENGINEER** shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A § 1324b. **ENGINEER** shall require any subcontractor to comply with the provisions of this section.
- K. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

## **VI. FEES AND PAYMENTS**

- A. In consideration of the performance of the services under this Agreement, the **ENGINEER** will be compensated by the payment of the lump sum fee(s) specified herein.

B. The **ENGINEER** agrees said fee(s) shall be full and complete compensation for the work performed, equipment and materials used, and services rendered in connection with the work specified herein.

**FEES (LUMP SUM COSTS)**

**F-78**

• Project Management, Meetings, QA/QC .....	\$ 2,500
• Preliminary Survey.....	\$ 8,000
• Hydraulic Design and Research.....	\$ 3,000
• Data Sheet Preparation.....	\$ 1,000
• NDOT Designed Reinforced Concrete Box Culvert with Supplementary Bill of Bars and Standard Minimum Riprap Details.....	\$ 2,000
• Plan Preparation.....	\$ 11,000
• Wetland Delineation Report.....	\$ 2,150
• Nationwide 404 U.S. Army Corps Permit.....	\$ 850
• Floodplain Permit.....	\$ 1,000
	<b>Total..... \$ 31,500</b>

**F-82**

• Project Management, Meetings, QA/QC .....	\$ 2,500
• Preliminary Survey.....	\$ 8,000
• Hydraulic Design and Research.....	\$ 3,000
• Data Sheet Preparation.....	\$ 1,000
• NDOT Designed Reinforced Concrete Box Culvert with Supplementary Bill of Bars and Standard Minimum Riprap Details.....	\$ 2,000
• Plan Preparation.....	\$ 11,000
• Wetland Delineation Report.....	\$ 2,150
• Nationwide 404 U.S. Army Corps Permit.....	\$ 850
• Floodplain Permit.....	\$ 1,000
	<b>Total..... \$ 31,500</b>

**F-86**

• Project Management, Meetings, QA/QC .....	\$ 2,500
• Preliminary Survey.....	\$ 8,500
• Hydraulic Design and Research.....	\$ 3,000
• Data Sheet Preparation.....	\$ 1,000
• NDOT Designed Reinforced Concrete Box Culvert with Supplementary Bill of Bars and Standard Minimum Riprap Details.....	\$ 2,000
• Plan Preparation.....	\$ 11,000
• Wetland Delineation Report.....	\$ 2,150
• Nationwide 404 U.S. Army Corps Permit.....	\$ 850
• Floodplain Permit.....	\$ 1,000

Total..... **\$ 32,000**

Grand Total.....**\$ 95,000**

This fee will be considered due and payable in monthly invoices submitted by the **ENGINEER**

**VII. INSURANCE**

**A.** The **ENGINEER** shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the **COUNTY**, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the **COUNTY**, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the **COUNTY** prior to execution of the Agreement. Deductible levels shall be provided in writing from the **ENGINEER'S** insurer and will be no more than \$10,000.00 per occurrence.

**B. WORKERS' COMPENSATION**

The **ENGINEER** shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The **ENGINEER** shall provide the **COUNTY** with an endorsement for waiver of subrogation. The **ENGINEER** shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**C. COMMERCIAL GENERAL LIABILITY**

The **ENGINEER** shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the **ENGINEER** shall provide an additional insured endorsement acceptable to the **COUNTY**. The description of operations must state "Blanket coverage for all projects and operations of **ENGINEER**" or similar language that meets the approval of the **COUNTY**, which approval shall not be unreasonably withheld.

**D. AUTOMOBILE LIABILITY**

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

**E. PROFESSIONAL LIABILITY**

Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by **ENGINEER** in the performance of this Agreement, with a liability limit of not less than

\$1,000,000 each claim. **ENGINEER** shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act for which the **ENGINEER** is or could be liable.

**F. ADDITIONAL INSURED**

An Additional Insured endorsement shall be provided to **COUNTY** naming the **COUNTY** as additional insureds using ISO additional insured endorsement (CG20 10). Edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the COUNTY being secondary or excess.**

**G. CERTIFICATES**

The **ENGINEER** shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the **ENGINEER** shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the **COUNTY** within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the **ENGINEER** shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of **COUNTY** to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

**H. MINIMUM SCOPE OF INSURANCE**

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

- I. Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the **COUNTY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the day and year first mentioned above.

EXECUTED by the ENGINEER this 9<sup>th</sup> day of October, 2010.

Brian E McDonald, Project Manager

Name & Title

Brian E McDonald

Signature

JEO Consulting Group

Firm Name

803 W. Norfolk Ave

Address

Norfolk NC

City

State

68701

Zip

EXECUTED by the COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LANCASTER COUNTY BOARD OF COMMISSIONERS**

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Approved as to form

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Deputy County Attorney

Exhibit "A" - Project Sites Location Map

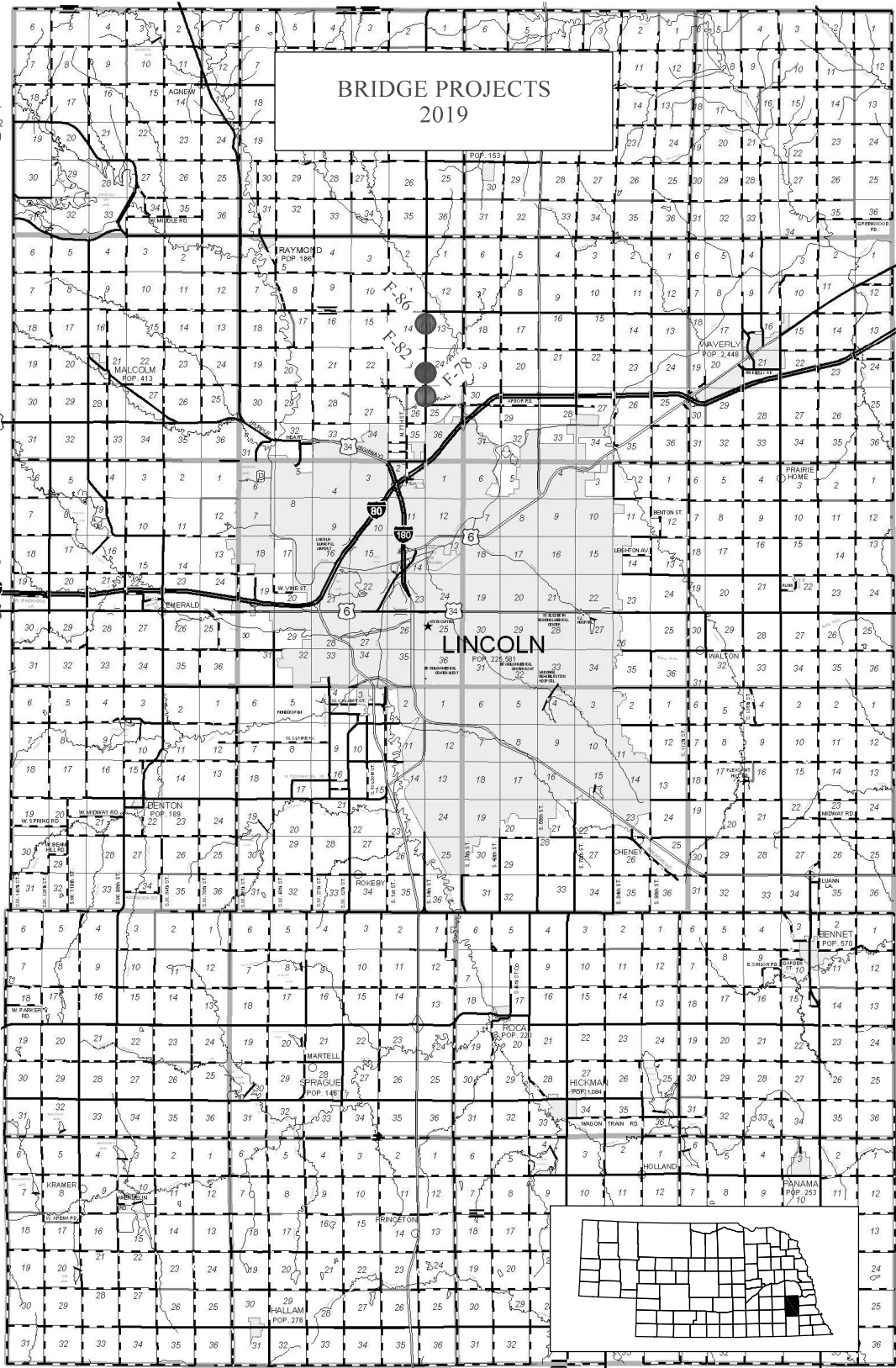
LANCASTER COUNTY, NEBRASKA



NO SCALE

NW 140TH ST. NW 126TH ST. NW 112TH ST. NW 105TH ST. NW 98TH ST. NW 84TH ST. NW 70TH ST. NW 56TH ST. NW 40TH ST. NW 27TH ST. NW 12TH ST. N. 1ST ST. N. 14TH ST. N. 27TH ST. N. 40TH ST. N. 56TH ST. N. 70TH ST. N. 84TH ST. N. 98TH ST. N. 112TH ST. N. 120TH ST. N. 134TH ST. N. 141ST ST. N. 148TH ST. N. 162ND ST. N. 176TH ST. N. 190TH ST.

W. ASHLAND RD.  
W. LITTLE SALT RD.  
W. AGNEW RD.  
W. ROCK CREEK RD.  
W. DAVEY RD.  
W. BRANCHED OAK RD.  
W. RAYMOND RD.  
W. MILL RD.  
W. WAVERLY RD.  
W. BLUFF RD.  
W. MCKELVIE RD.  
W. ALVO RD.  
W. FLETCHER AV.  
W. SUPERIOR ST.  
W. ADAMS ST.  
W. HOLDREGE ST.  
W. 'O' ST.  
W. 'A' ST.  
W. VAN DORN ST.  
W. PIONEERS BLVD.  
W. OLD CHENEY RD.  
W. DENTON RD.  
W. YANKEE HILL RD.  
W. ROKEBY RD.  
W. SALTILLO RD.  
W. BENNET RD.  
W. WITTSTRUCK RD.  
W. ROCA RD.  
W. MARTELL RD.  
W. SPRAGUE RD.  
W. STAGECOACH RD.  
W. PANAMA RD.  
W. OLIVE CREEK RD.  
W. PRINCETON RD.  
W. PELLA RD.  
W. HALLAM RD.  
W. GAGE RD.



ASHLAND RD.  
LITTLE SALT RD.  
AGNEW RD.  
ROCK CREEK RD.  
DAVEY RD.  
BRANCHED OAK RD.  
RAYMOND RD.  
MILL RD.  
WAVERLY RD.  
BLUFF RD.  
MCKELVIE RD.  
ALVO RD.  
FLETCHER AV.  
HAVELOCK AV.  
ADAMS ST.  
HOLDREGE ST.  
'O' ST.  
'A' ST.  
VAN DORN ST.  
PIONEERS BLVD.  
OLD CHENEY RD.  
PINE LAKE RD.  
YANKEE HILL RD.  
ROKEBY RD.  
SALTILLO RD.  
BENNET RD.  
WITTSTRUCK RD.  
ROCA RD.  
MARTELL RD.  
HICKMAN RD.  
STAGECOACH RD.  
PANAMA RD.  
OLIVE CREEK RD.  
PRINCETON RD.  
PELLA RD.  
FIRTH RD.  
GAGE RD.

SW 142ND ST. SW 128TH ST. SW 114TH ST. SW 100TH ST. SW 86TH ST. SW 72ND ST. SW 58TH ST. SW 42ND ST. SW 29TH ST. SW 14TH ST. SW 2ND ST. S. 12TH ST. S. 25TH ST. S. 38TH ST. S. 54TH ST. S. 68TH ST. S. 82ND ST. S. 96TH ST. S. 110TH ST. S. 120TH ST. S. 134TH ST. S. 148TH ST. S. 162ND ST. S. 176TH ST. S. 190TH ST.

## Frequently Asked Questions

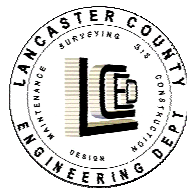
### Point Designation Code Identifiers

**A 1 3 J** GPS derived position for the monument at the NE corner of section 16 (12-8).

- A = Township name for T-12-N, R-8-E
- 13 = Columns
- J = Rows
  
- \_\_\_\_sur Corner position determined from Lancaster County survey data.
  
- \_\_\_\_psur Corner position determined from private surveyor data. *Use with caution!*  
Location is not verified and monument may not exist.
  
- \_\_\_\_am Existing closing corner monument not actually on the standard parallel line. (Off-line monument – position determined by survey data from Lancaster County).
  
- \_\_\_\_cc Closing corner monument on standard parallel line. (On-line monument – position determined by survey data from Lancaster County).
  
- \_\_\_\_ccc Closing corner computed to be on the standard parallel line. No monument exists at this computed location. (Position determined by survey data from Lancaster County).

### Point Annotation and Labeling

Standard Parallel Corners will have to be zoomed and examined closely for desired coordinates. Control in close proximity will require a closer zoom to obtain positions.



**Lancaster County Engineering Department**  
444 Cherrycreek Road Bldg. C  
Lincoln, Nebraska 68528  
402.441.7681

Exhibit "B" - LCED Point Designation Code Identifiers for Horizontal Control

TOWNSHIP  
I.D.

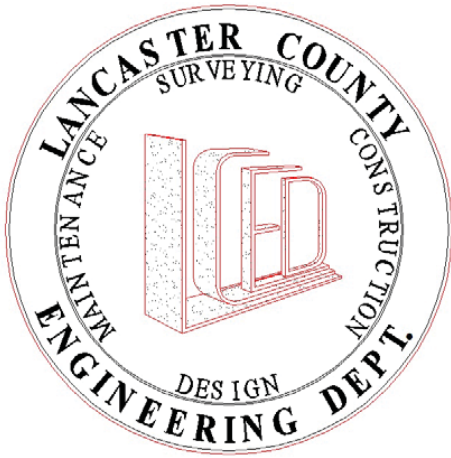
	R5E	R6E	R7E	R8E	
T13N	5	4	3	2	3rd STANDARD PARALLEL
T12N	D	C	B	A	
T11N	E	F	G	H	
T10N	M	L	K	J	
T9N	N	O	P	Q	2nd STANDARD PARALLEL
T8N	U	T	S	R	
T7N	V	W	X	Y	

	01	03	05	07	09	11	13	15	17	19	21	23	25
A													
C		6		5		4		3		2		1	
E													
G		7		8		9		10		11		12	
J													
L		18		17		16		15		14		13	
N													
P		19		20		21		22		23		24	
R													
T		30		29		28		27		26		25	
V													
X		31		32		33		34		35		36	
Z													

SECTION AND CORNER I.D.



Exhibit "C" - LCED Point Code List for Topo Features



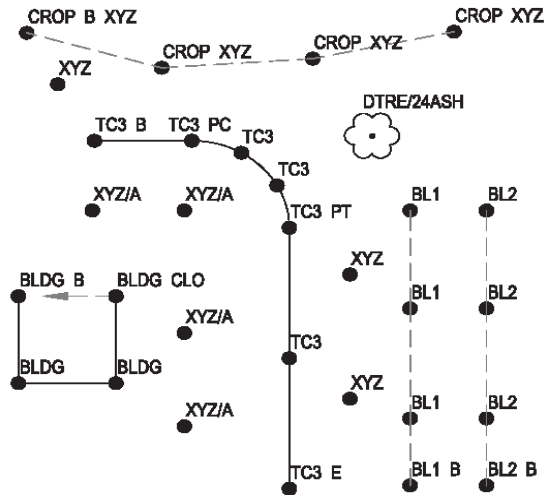
**POINT CODE LIST**

UPDATED: 3 DEC. 2014

**SPECIAL CODES**

- CODE<sup>(SP)</sup>B BEGIN LINE
- CODE<sup>(SP)</sup>E END LINE
- CODE<sup>(SP)</sup>CLO CLOSE AREA
- CODE<sup>(SP)</sup>PC START CURVE
- CODE<sup>(SP)</sup>PT END CURVE
- CODE<sup>(SP)</sup>PHOTO<sup>(SP)</sup> PHOTO FILE NAME ATTACH A PHOTO

- CODE<sup>(SP)</sup>CODE CODING 2 ITEMS FOR SAME POINT
- CODE / NOTE CREATES A NOTE FOR THAT POINT
- CODE # DIFFERENTIATES CODES OF SAME NAME



Code	Full name	Entity
------	-----------	--------

CONTROL POINTS		
BM	BENCH MARK	Point
CP	CONTROL POINT	Point
NAIL	CONTROL NAIL	Point
PRP	PROPERTY CORNER	Point
ROW	ROW MARKER	Point
SEC	SECTION CORNER	Point

GROUND FEATURES		
BERM	BERM	3DPLine
BL	BREAKLINE	3DPLine
LSA	LANDSCAPE AREA	3DPLine
XY	HORIZONTAL ONLY SHOT	Point
XYZ	GROUND ELEVATION SHOT	Point

ROADWAY		
CL	CENTERLINE	3DPLine
EA	EDGE OF ASPHALT	3DPLine
EAS	EDGE OF ASPHALT SHOULDER	3DPLine
EC	EDGE OF CONCRETE	3DPLine
ECS	EDGE OF CONCRETE SHOULDER	3DPLine
ED	EDGE OF DIRT	3DPLine
EG	EDGE OF GRAVEL	3DPLine
ER	EDGE OF ROCK	3DPLine
FD	FIELD DRIVE	3DPLine
LWT	LAST WHEEL TRACK	2DPLine
TC	TOP BACK OF CURB	3DPLine
GUT	GUTTER	3DPLine

WATERWAY		
DTCH	DITCH FLOW LINE	3DPLine
EW	EDGE OF WATER	3DPLine
FL	FLOW LINE	3DPLine

Code	Full name	Entity
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STRUCTURE		
BLDG	BUILDING	3DPLine
RIP	RIP RAP	3DPLine
RWAL	RETAINING WALL	3DPLine
STRUCTURE - BRIDGE		
ABUT	BRIDGE ABUTMENT	3DPLine
BRDG	BRIDGE DECK	3DPLine
GR	GUARD RAIL	2DPLine
GRC	CABLE GUARD RAIL	2DPLine
LS	LOW STEEL	Point
WWAL	WING WALL	3DPLine
STRUCTURE - CULVERT		
CMP	CORRUGATED METAL PIPE	2DPLine
CULV	GENERIC CULVERT	2DPLine
HDWL	HEADWALL	3DPLine
PVC	PVC PIPE	2DPLine
RCP	REINFORCED CONCRETE PIPE	2DPLine

RAILROAD		
RR	RAILROAD TRACKS	2DPLine
RRTIE	RAILROAD TIE	2DPLine
RRMP	RAILROAD MILEPOST	Point
RRSB	RAILROAD SIGNAL	Point
RRSW	RAILROAD SWITCH	Point

FENCE		
FEN	GENERIC FENCE	2DPLine
CFP	CORNER FENCE POST	Point
FBW	BARBED WIRE FENCE	2DPLine
FCL	CHAIN LINK FENCE	2DPLine
FV	VINYL FENCE	2DPLine
FW	WOOD FENCE	2DPLine

**Exhibit "C" - LCED Point Code List for Topo Features**

Code	Full name	Entity
<b>VEGETATION</b>		
BRUL	BRUSH LINE	2Dpline
BUSH	DECIDUOUS BUSH	Point
CROP	CROP LINE	2Dpline
CTRE	CONIFEROUS TREE	Point
CTREL	CONIFEROUS TREE LINE	2Dpline
DTRE	DECIDUOUS TREE	Point
DTREL	DECIDUOUS TREE LINE	2Dpline
STMP	STUMP	Point

Code	Full name	Entity
<b>MISCELLANEOUS</b>		
BOL	BOLLARD	Point
BORE	SOIL/ASPHALT BORING	Point
FPOL	FLAG POLE	Point
MB	MAILBOX	Point
MP	MARKER/MILE POST	Point
MW	MONITORING WELL	Point
PIVOT	PIVOT	2Dpline
EGUN	PIVOT END GUN	Point
PS	PARKING STRIPE	2Dpline
SDHS	SATELLITE DISH	Point
SGN	SIGN	Point
WM	WINDMILL	Point

Code	Full name	Entity
<b>UTILITIES</b>		
CO	CLEANOUT	Point
TILE	DRAIN TILE	2Dpline
IRR	IRRIGATION PIPE	2Dpline
MH	GENERIC MANHOLE	Point
RISE	RISER	Point
TANK	TANK	2Dpline
VENT	VENT	Point
VL	VAULT	2Dpline

Code	Full name	Entity
<b>UTILITIES - CABLE</b>		
CPED	CABLE PEDESTAL	Point
CSGN	CABLE WARNING SIGN	Point
MHC	CABLE MANHOLE	Point
OHC	OVERHEAD CABLE	2Dpline
UGC	UNDERGROUND CABLE	2Dpline

Code	Full name	Entity
<b>UTILITIES - ELECTRICAL</b>		
EBOX	ELECTRICAL BOX	Point
EPED	ELECTRIC PEDESTAL	Point
ESGN	ELECTRICAL WARNING SIGN	Point
GUY	GUY ANCHOR	Point
GP	GUY POLE	Point
LITE	LIGHT	Point
LPOL	LIGHT POLE	Point
MHE	ELECTRIC MANHOLE	Point
OHP	OVERHEAD POWER	2Dpline
PBX	POWER PULL BOX	Point
PP	POWER POLE	Point

Code	Full name	Entity
<b>UTILITIES - FIBER</b>		
FBX	FIBER BOX	Point
FPED	FIBER OPTIC PEDESTAL	Point
FSGN	FIBER OPTIC WARNING SIGN	Point
MHFO	FIBER OPTIC CABLE MANHOLE	Point
UGF	UNDERGROUND FIBER OPTIC	2Dpline

Code	Full name	Entity
<b>UTILITIES - FUEL</b>		
GPMP	GAS PUMP	Point
GPI	GAS PUMP ISLAND	2Dpline
GTANK	GAS TANK	2Dpline

Code	Full name	Entity
<b>UTILITIES - NATURAL GAS</b>		
GMTR	GAS METER	Point
GSGN	GAS WARNING SIGN	Point
GV	GAS VALVE	Point
GVT	GAS VENT	Point
UGG	UNDERGROUND GAS	2Dpline

Code	Full name	Entity
<b>UTILITIES - SANITARY SEWER</b>		
MHSS	SANITARY SEWER MANHOLE	Point
SEPV	SEPTIC VENT	Point
UGS	SANITARY SEWER LINE	2Dpline
<b>UTILITIES - STORM SEWER</b>		
MHST	STORM SEWER MANHOLE	Point
UGST	STORM SEWER LINE	2Dpline
<b>UTILITIES - TELEPHONE</b>		
MHT	TELEPHONE MANHOLE	Point
OHT	OVERHEAD TELEPHONE	2Dpline
TPED	TELEPHONE PEDESTAL	Point
TSGN	TELEPHONE WARNING SIGN	Point
UGT	UNDERGROUND TELEPHONE	2Dpline
<b>UTILITIES - WATER</b>		
GRI	GRATE INLET	Point
HYD	FIRE HYDRANT	Point
INL	INLET	Point
SPRK	SPRINKLER	Point
SCV	SPRINKLER CONTROL VALVE	Point
UGW	WATER LINE	2Dpline
WELL	WELL	Point
WMTR	WATER METER	Point
WSO	WATER SHUT OFF	Point
WV	WATER VALVE	Point
YHD	YARD HYDRANT	Point

Code	Full name	Entity
<b>ALPHABETICAL LISTING - BARBED TO DRAIN</b>		
FBW	BARBED WIRE FENCE	2Dpline
BM	BENCHMARK	Point
BERM	BERM	3Dpline
BOL	BOLLARD	Point
BL	BREAKLINE	3Dpline
ABUT	BRIDGE ABUTMENT	3Dpline
BRDG	BRIDGE DECK	3Dpline
BRUL	BRUSH LINE	2Dpline
BLDG	BUILDING	2Dpline
GRC	CABLE GUARD RAIL	2Dpline
CPED	CABLE PEDESTAL	Point
CSGN	CABLE WARNING SIGN	Point
CL	CENTERLINE	3Dpline
FCL	CHAIN LINK FENCE	2Dpline
CO	CLEANOUT	Point
CTRE	CONIFEROUS TREE	Point
CTREL	CONIFEROUS TREE LINE	2Dpline
NAIL	CONTROL NAIL	Point
CP	CONTROL POINT	Point
CFP	CORNER FENCE POST	Point
CMP	CORRUGATED METAL PIPE	2Dpline
CROP	CROP LINE	2Dpline
BUSH	DECIDUOUS BUSH	Point
DTRE	DECIDUOUS TREE	Point
DTREL	DECIDUOUS TREE LINE	2Dpline
DTCH	DITCH FLOW LINE	3Dpline
TILE	DRAIN TILE	2Dpline

**Exhibit "C" - LCED Point Code List for Topo Features**

Code	Full name	Entity
<b>ALPHABETICAL LISTING - EDGE TO GROUND</b>		
EA	EDGE OF ASPHALT	3DPLine
EAS	EDGE OF ASPHALT SHOULDER	3DPLine
EC	EDGE OF CONCRETE	3DPLine
ECS	EDGE OF CONCRETE SHOULDER	3DPLine
ED	EDGE OF DIRT	3DPLine
EG	EDGE OF GRAVEL	3DPLine
ER	EDGE OF ROCK	3DPLine
EW	EDGE OF WATER	3DPLine
EPED	ELECTRIC PEDESTAL	Point
EBOX	ELECTRICAL BOX	Point
MHE	ELECTRICAL MANHOLE	Point
ESGN	ELECTRICAL WARNING SIGN	Point
FBX	FIBER BOX	Point
MHFO	FIBER OPTIC CABLE MANHOLE	Point
FPED	FIBER OPTIC PEDESTAL	Point
FSGN	FIBER OPTIC WARNING SIGN	Point
FD	FIELD DRIVE	3DPLine
HYD	FIRE HYDRANT	Point
FPOL	FLAG POLE	Point
FL	FLOW LINE	3DPLine
GMTR	GAS METER	Point
GPMP	GAS PUMP	Point
GPI	GAS PUMP ISLAND	2DPLine
GTANK	GAS TANK	2DPLine
GV	GAS VALVE	Point
GVT	GAS VENT	Point
GSGN	GAS WARNING SIGN	Point
CULV	GENERIC CULVERT	2DPLine
FEN	GENERIC FENCE	2DPLine
MH	GENERIC MANHOLE	Point
GRI	GRATE INLET	Point
XYZ	GROUND ELEVATION SHOT	Point

Code	Full name	Entity
<b>ALPHABETICAL LISTING - GUARD TO RAILROAD</b>		
GR	GUARD RAIL	2DPLine
GUT	GUTTER	3DPLine
GUY	GUY ANCHOR	Point
GP	GUY POLE	Point
HDWL	HEADWALL	3DPLine
XY	HORIZONTAL ONLY SHOT	Point
INL	INLET	Point
IRR	IRRIGATION PIPE	2DPLine
PIVOT	IRRIGATION PIVOT	2DPLine
LSA	LANDSCAPE AREA	3DPLine
LWT	LAST WHEEL TRACK	2DPLine
LITE	LIGHT	Point
LPOL	LIGHT POLE	Point
LS	LOW STEEL	Point
MB	MAILBOX	Point
MP	MARKER/MILE POST	Point
MW	MONITORING WELL	Point
OHC	OVERHEAD CABLE	2DPLine
OHP	OVERHEAD POWER LINE	2DPLine
OHT	OVERHEAD TELEPHONE CABLE	2DPLine
PS	PARKING STRIPE	2DPLine
DR	PAVED DRIVE	3DPLine
EGUN	PIVOT END GUN	Point
PP	POWER POLE	Point
PBX	POWER PULL BOX	Point
PRP	PROPERTY CORNER	Point
PVC	PVC CULVERT PIPE	2DPLine
RRMP	RAILROAD MILEPOST	Point
RRSB	RAILROAD SIGNAL BOX	Point
RRSW	RAILROAD SWITCH	Point
RRTIE	RAILROAD TIE	2DPLine
RR	RAILROAD TRACKS	2DPLine

Code	Full name	Entity
<b>ALPHABETICAL LISTING - REINFORCED TO VINYL</b>		
RCP	REINFORCED CONCRETE PIPE	2DPLine
RWAL	RETAINING WALL	3DPLine
RIP	RIP RAP	3DPLine
RISE	RISER	Point
ROW	ROW MARKER	Point
UGS	SANITARY SEWER	2DPLine
MHSS	SANITARY SEWER MANHOLE	Point
SDHS	SATELLITE DISH	Point
SEC	SECTION CORNER	Point
SEPV	SEPTIC VENT	Point
SGN	SIGN	Point
BORE	SOIL/ASPHALT BORING	Point
SPRK	SPRINKLER	Point
SCV	SPRINKLER CONTROL VALVE	Point
UGST	STORM SEWER	2DPLine
MHST	STORM SEWER MANHOLE	Point
STMP	STUMP	Point
TANK	TANK	2DPLine
MHT	TELEPHONE MANHOLE	Point
TPED	TELEPHONE PEDESTAL	Point
TSGN	TELEPHONE WARNING SIGN	Point
TC	TOP BACK OF CURB	3D & 2D
UGC	UNDERGROUND CABLE	2DPLine
UGE	UNDERGROUND ELECTRICAL	2DPLine
UGF	UNDERGROUND FIBER OPTIC CABLE	2DPLine
UGG	UNDERGROUND GAS LINE	2DPLine
UGS	UNDERGROUND SANITARY SEWER	2DPLine
UGT	UNDERGROUND TELEPHONE CABLE	2DPLine
UGW	UNDERGROUND WATER	2DPLine
VLT	VAULT	2DPLine
VENT	VENT	Point
FV	VINYL FENCE	2DPLine

Code	Full name	Entity
<b>ALPHABETICAL LISTING - WATER TO YARD</b>		
WMTR	WATER METER	Point
WSO	WATER SHUT OFF	Point
WV	WATER VALVE	Point
WELL	WELL	Point
WM	WINDMILL	Point
WWAL	WING WALL	3DPLine
FW	WOOD FENCE	2DPLine
YHD	YARD HYDRANT	Point

**ADDITIONAL CODES**

Code	Full name	Entity
------	-----------	--------

**Exhibit "D" - LCED Map Projection Criteria**

**Map Projection Criteria**

All the Lancaster County GIS databases are in a common map projection referred to as County Grid.

<b>Projection</b>	Transverse (UTM)
<b>Units</b>	U.S. Survey Feet
<b>Spheroid</b>	GRS80
<b>Datum</b>	NAD83
<b>Parameters:</b>	
1.000054615	scale factor
-96 41 17	central meridian
40 15 00	projection origin
0.0	false northing-meters
50000	false easting-meters

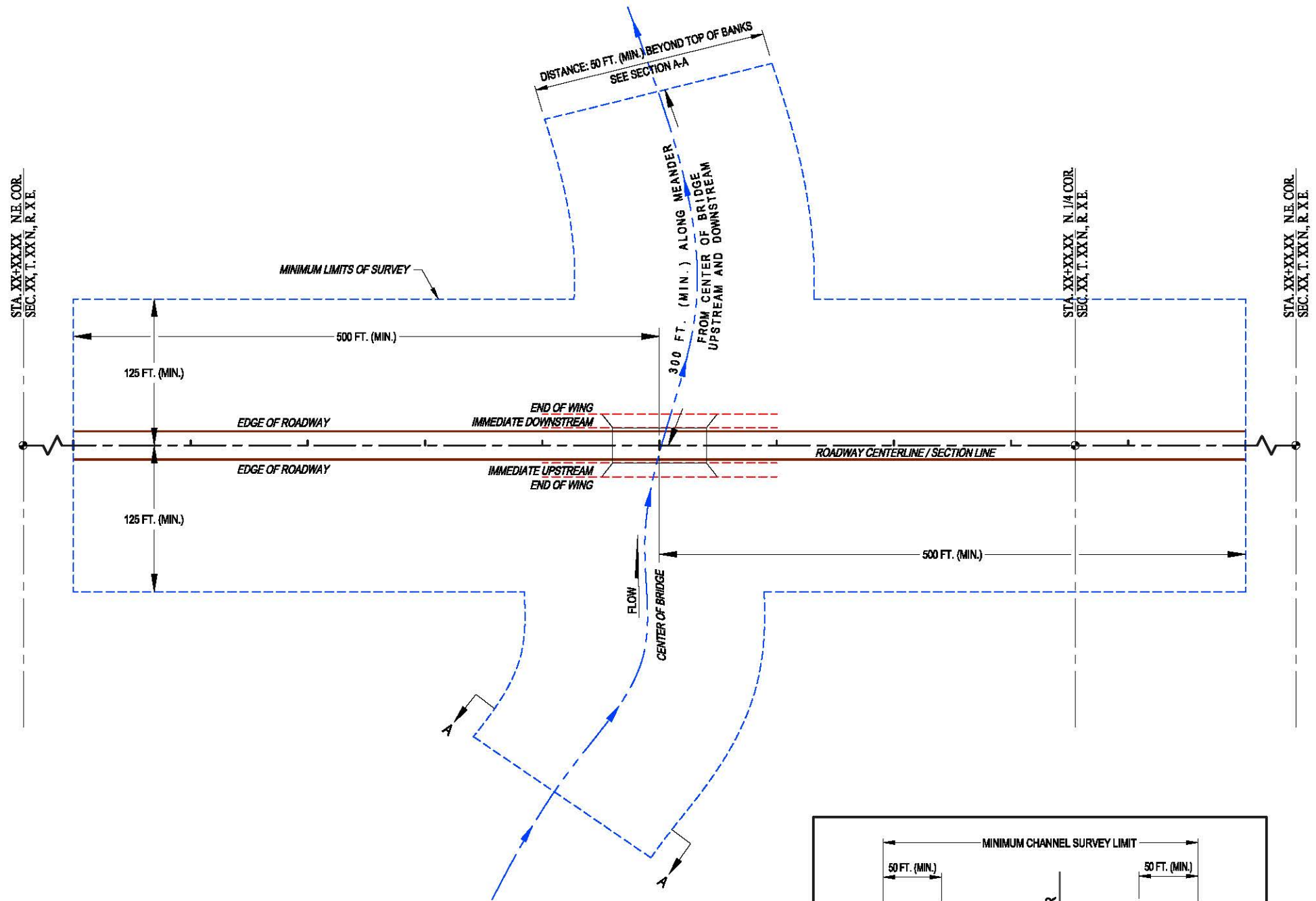
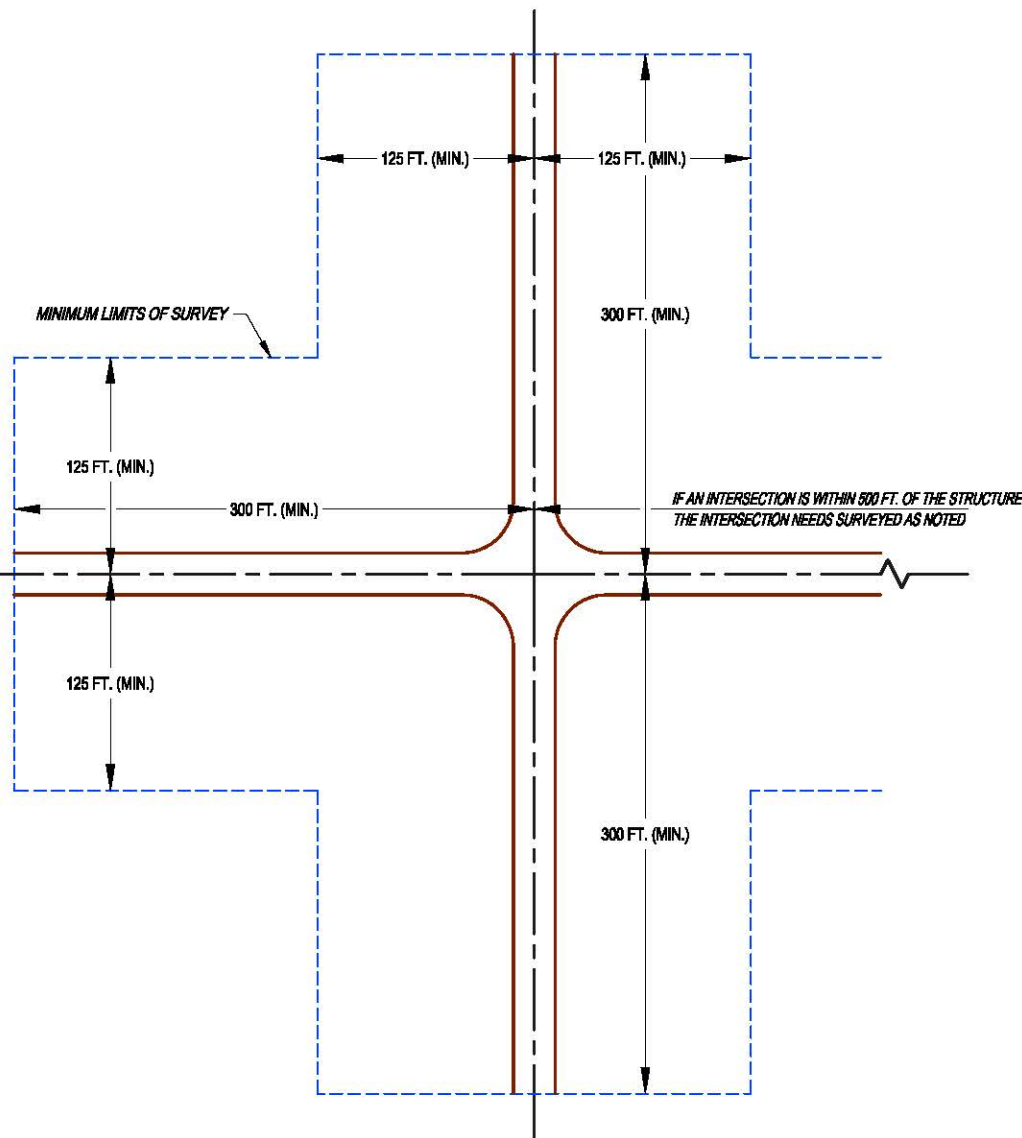


**Lancaster County Engineering Department**  
444 Cherrycreek Road Bldg. C  
Lincoln, Nebraska 68528  
402.441.7681

Exhibit "E" - Typical Minimum Limits of Survey

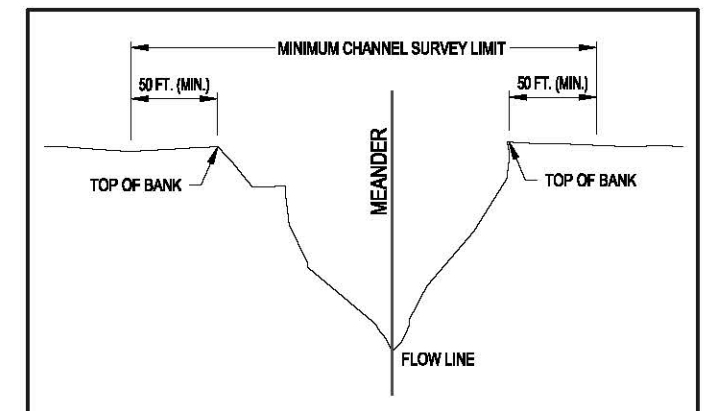
**GENERAL NOTES**

1. STATIONING: FROM SOUTH TO NORTH AND WEST TO EAST
2. BENCH MARKS ARE SET TO "N.A.V.D. '88 DATUM"
3. CONTROL POINTS ARE SET TO LCED "COUNTY HORIZONTAL CONTROL DATUM"
4. SET CONTROL POINTS WILL BE #5 REBAR (MIN.) 30" LONG (MIN.), (SET AT OR BELOW GRADE)



**TOPOGRAPHIC SURVEY SHALL INCLUDE BUT NOT BE LIMITED TO:**

1. ALL GRADE / TERRAIN CHANGES
2. OVERHEAD AND UNDERGROUND UTILITIES (A "ONE CALL" LOCATE WILL BE NEEDED)
3. ALL TREES 18" DIAMETER AND LARGER
4. ALL LANDSCAPE AND PLANTED TREES
5. ALL 4 CORNERS OF BRIDGE/STRUCTURE
6. ENDS OF BRIDGE/STRUCTURE AT CENTERLINE OF ROADWAY
7. ALL 4 ENDS OF BRIDGE/STRUCTURE WINGS
8. CROSS SECTIONS TAKEN IMMEDIATELY UP AND DOWNSTREAM OF STRUCTURE (INCLUDING: FACE OF ABUTMENTS, EDGE OF WATER, FLOW LINES AND GRADE CHANGES)
9. CROSS SECTIONS TAKEN AT END OF WINGS
10. LOW STRUCTURE (LOW STEEL) ELEVATIONS (BOTH UPSTREAM AND DOWNSTREAM)
11. ANY PERMANENT STRUCTURES (I.E. CULVERTS) WITHIN SURVEY BOUNDARIES
12. ANY ADDITIONAL HYDRAULIC CROSS SECTIONS AS NEEDED



**SECTION A-A**  
NOT TO SCALE

## Roadway Design - Principal Controlling Design Criteria <sup>(1)</sup>

Project No:	Control No.:	Name:
Designer:	Unit Head:	
	Roadway	Roadway
Highway or Local Road/Street <sup>(2)</sup> <i>Sta. to Sta. (RP to RP)</i>		
On National Highway System?		
FHWA PoDI? <sup>(3)</sup>		
State Functional Classification		
National Functional Classification		
On Priority Commercial System?		
ADT <i>(Design Year)</i>		
Number of Lanes		
Project Type <i>(New/Reconstruct/3R)</i>		
Location <i>(Rural/Municipal)</i>		
<b>CRITERIA</b>	<b>DESIGN VALUE USED (MIN. DESIGN VALUE)</b>	<b>DESIGN VALUE USED (MIN. DESIGN VALUE)</b>
Design Speed <i>(mph)</i>		
Lane Width <i>(ft.)</i>		
Shoulder Width <i>(Total/Surf.-Rt./Lt.) (ft.)</i>		
Horizontal Alignment		
Superelevation <i>(Maximum e) (%)</i>		
Minimum Curve Radius <i>(ft.)</i>		
Vertical Alignment		
Crest K Value <i>(Minimum)</i>		
Sag K Value <i>(Minimum)</i>		
Maximum Grade (%)		
Stopping Sight Distance <i>(Min.) (ft.)</i>		
Cross Slope (%)		
Lane		
Shoulder		
Horizontal Clear Zone or Fixed Obstacle Clearance <i>(ft.)</i> <sup>(4)</sup>		
Lateral Offset to Obstruction <i>(ft.)</i>		
Vertical Clearance <i>(ft.)</i>		
Structures		
Sign Trusses		
Clear Bridge Width <i>(Face of Rail to Face of Rail)</i> <i>(New &amp; Reconstructed / 3R) (ft.)</i>		
Structural Capacity <i>(Bridge Design Loading)</i>		

(1) For additional information see [Mitigation Strategies for Design Exceptions](#)

[http://safety.fhwa.dot.gov/geometric/pubs/mitigationstrategies/fhwa\\_sa\\_07011.pdf](http://safety.fhwa.dot.gov/geometric/pubs/mitigationstrategies/fhwa_sa_07011.pdf)

(2) "Highway or Local Road/Street" is project-specific, roads may be listed individually or grouped together (e.g. mainline, ramps, county roads, arterials) if they have common design criteria.

(3) Project of Division Interest. See Appendix H, "Application of Design Standards", page H-3.

(4) This item is not a FHWA design criterion. Inability to meet the minimum standard will not require a Design Exception from the FHWA but will require a Relaxation of the [Minimum Design Standards](#).

MDS = [Minimum Design Standards](#)

GB = "AASHTO Minimum Design Guidance"

THIS PROJECT WILL REQUIRE A DESIGN EXCEPTION FROM THE FHWA

YES  NO

THIS PROJECT WILL REQUIRE A RELAXATION OF THE [MINIMUM DESIGN STANDARDS](#)

YES  NO

<b>Non-Controlling Design Criteria</b>		
	Roadway	Roadway
<b>Barrier Crashworthiness</b> <i>(MASH or NCHRP 350 Compatible?)</i>		
<b>Hydraulic Design</b> <i>(Drainage Manual, pg. 1-12)</i>		
<b>Culvert</b> <i>(Design Storm)</i>		
<b>Storm Sewer</b> <i>(Design Storm)</i>		
<b>Pavement Design</b> <i>(Pvmt Design Life/Proj Design Year)</i>		

**Notes:**

Approved by: \_\_\_\_\_ / \_\_\_\_\_  
Asst. Rdwy. Design Engineer Date

Approved by: \_\_\_\_\_ / \_\_\_\_\_  
Roadway Design Engineer Date

Approved by: \_\_\_\_\_ / \_\_\_\_\_  
District Engineer Date

Reviewed by: \_\_\_\_\_ / \_\_\_\_\_  
FHWA (If Project of Division Interest) Date



**Culvert Data Sheet  
(Bridge to Culvert)**

PROJECT NO:	DATE:
CONTROL NO:	COUNTY:
STRUCTURE NO:	LOCATION:
PROJECT NAME:	SECTION: / T R
USGS DATUM:	DELTA DATUM: ft.

**SITE DESCRIPTION & DISPOSITION**

---

**EXISTING STRUCTURE**

ORIGINAL PLAN:	PLAN YEAR:
OTHER PLAN:	PLAN YEAR:
STATION:	
TYPE:	SKEW: °
LENGTH: ft.	CLEAR ROADWAY WIDTH: ft.
SPANS:	LOW DECK STATION:
LOW STRUCTURE ELEVATION: ft.	LOW ROAD ELEVATION: ft.
UPSTREAM FLOWLINE: ft.	DOWNSTREAM FLOWLINE: ft.
Q100 UPSTREAM WATER SURFACE ELEV.: ft.	Q100 DOWNSTREAM W.S. ELEV.: ft.
UPSTREAM FLOODWAY W.S. ELEV.: ft.	DOWNSTREAM FLOODWAY W.S. ELEV.: ft.

**PROPOSED STRUCTURE**

STATION:	FLOW DIRECTION:
TYPE:	BARRELS:
SPAN: ft. RISE: ft.	LENGTH: ft.
SKEW: °	WING TYPE (FLARED/PARALLEL):
INLET ELEVATION: ft.	OUTLET ELEVATION: ft.

**GRADE**

ROAD GRADE AT CULVERT: ft.	DESIGN FILL: ft.
ROAD OVERFLOW DESIGN (YES/NO):	

**DESIGN HYDRAULIC DATA**

STREAM:	CONTRIBUTING DRAINAGE AREA: ac.
Q100: cfs (BASE FLOOD)	V100: fps
Q100 UPSTREAM W.S. ELEV.: ft.	Q100 DOWNSTREAM W.S. ELEV.: ft.
UPSTREAM FLOODWAY W.S. ELEV.: ft.	DOWNSTREAM FLOODWAY W.S. ELEV.: ft.
Q ( ): cfs (DESIGN FLOOD)	V DESIGN FLOOD: fps
	HEADWATER ELEV. AT DESIGN FLOOD: ft.
Q ( ): cfs (OVERTOPPING FLOOD)	LOW ROAD ELEVATION: ft.
Q2: cfs	Q2 DOWNSTREAM W.S. ELEVATION: ft.

**CHANNEL SHAPING**

BOTTOM WIDTH: ft.	RIP RAP TYPE:
-------------------	---------------

**FLOODPLAIN CERTIFICATION**

FEMA CLASSIFICATION :

**TRAFFIC OPTIONS**

DETOUR: UNDER TRAFFIC:

**COMMENTS**

---

**\*NOTE: INCLUDE ELECTRONIC TOPOGRAPHIC SURVEY FILE AS WELL AS ANY HEC-RAS/HY-8 MODELS USED IN ANALYSIS WITH SUBMISSION OF THIS FORM, AS APPLICABLE.**

**Exhibit "H" - LCED Culvert to Culvert Data Sheet**

**Culvert Data Sheet  
(Culvert to Culvert)**

DATE:	COUNTY:				
STRUCTURE NO:	LOCATION:				
USGS DATUM:	DELTA DATUM:	ft.	SECTION:	/	T R

**SITE DESCRIPTION & DISPOSITION**

---

**EXISTING STRUCTURE**

ORIGINAL PLAN:	PLAN YEAR:	
OTHER PLAN:	PLAN YEAR:	
STATION:		
TYPE:	BARRELS:	
SPAN: ft.	RISE: ft.	LENGTH: ft.
SKEW: °		WING TYPE (FLARED/PARALLEL):
INLET ELEVATION: ft.		OUTLET ELEVATION: ft.
Q100 UPSTREAM WATER SURFACE ELEV.: ft.		Q100 DOWNSTREAM W.S. ELEV.: ft.
Q(DSIGN) = Q( ) UPSTREAM W.S. ELEV.: ft.		Q(DSIGN) = Q( ) D/S W.S. ELEV.: ft.
ROAD GRADE AT CULVERT: ft.		DESIGN FILL: ft.

**PROPOSED STRUCTURE**

STATION:	FLOW DIRECTION:	
TYPE:	BARRELS:	
SPAN: ft.	RISE: ft.	LENGTH: ft.
SKEW: °		WING TYPE (FLARED/PARALLEL):
INLET ELEVATION: ft.		OUTLET ELEVATION: ft.
Q100 UPSTREAM WATER SURFACE ELEV.: ft.		Q100 DOWNSTREAM W.S. ELEV.: ft.
Q(DSIGN= ) UPSTREAM W.S. ELEV.: ft.		Q(DSIGN = ) D/S W.S. ELEV.: ft.

**GRADE**

ROAD GRADE AT CULVERT: ft.	DESIGN FILL: ft.
ROAD OVERFLOW DESIGN (YES/NO):	

**DESIGN HYDRAULIC DATA**

STREAM:	CONTRIBUTING DRAINAGE AREA: ac.
Q100: cfs (BASE FLOOD)	V100: fps
Q100 UPSTREAM W.S. ELEV.: ft.	Q100 DOWNSTREAM W.S. ELEV.: ft.
UPSTREAM FLOODWAY W.S. ELEV.: ft.	DOWNSTREAM FLOODWAY W.S. ELEV.: ft.
Q ( ): cfs (DESIGN FLOOD)	V DESIGN FLOOD: fps
	HEADWATER ELEV. AT DESIGN FLOOD: ft.
Q ( ): cfs (OVERTOPPING FLOOD)	LOW ROAD ELEVATION: ft.
Q2: cfs	Q2 DOWNSTREAM W.S. ELEVATION: ft.

**CHANNEL SHAPING**

BOTTOM WIDTH: ft.	RIP RAP TYPE:
-------------------	---------------

**FLOODPLAIN CERTIFICATION**

FEMA CLASSIFICATION :

**TRAFFIC OPTIONS**

DETOUR: UNDER TRAFFIC:

**COMMENTS**

---

**\*NOTE: INCLUDE ELECTRONIC TOPOGRAPHIC SURVEY FILE AS WELL AS ANY HEC-RAS/HY-8 MODELS USED IN ANALYSIS WITH SUBMISSION OF THIS FORM, AS APPLICABLE.**

Certification of Compliance  
Floodplain and Floodway Regulations

FLOODPLAIN/ FLOODWAY LOCATION

Project Name \_\_\_\_\_ Stream \_\_\_\_\_  
Project No. \_\_\_\_\_ County \_\_\_\_\_  
Control No. \_\_\_\_\_ Section(s) \_\_\_\_\_ T \_\_\_\_\_ R \_\_\_\_\_

FEMA LOCATION

County/Community \_\_\_\_\_  
Panel No. \_\_\_\_\_  
Effective Date \_\_\_\_\_

TYPE OF STRUCTURE

Bridge       Culvert \_\_\_\_\_       Roadway  
Structure No. \_\_\_\_\_  \_\_\_\_\_

TYPE OF IMPROVEMENT

Modify Existing       Replace Existing       Other  
Details \_\_\_\_\_

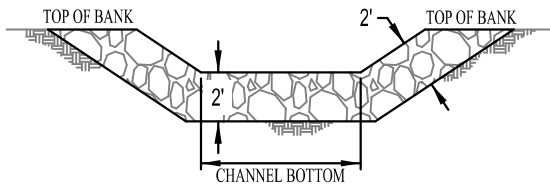
Highway Profile Change:     Yes     No

THE FOLLOWING IS HEREBY CERTIFIED

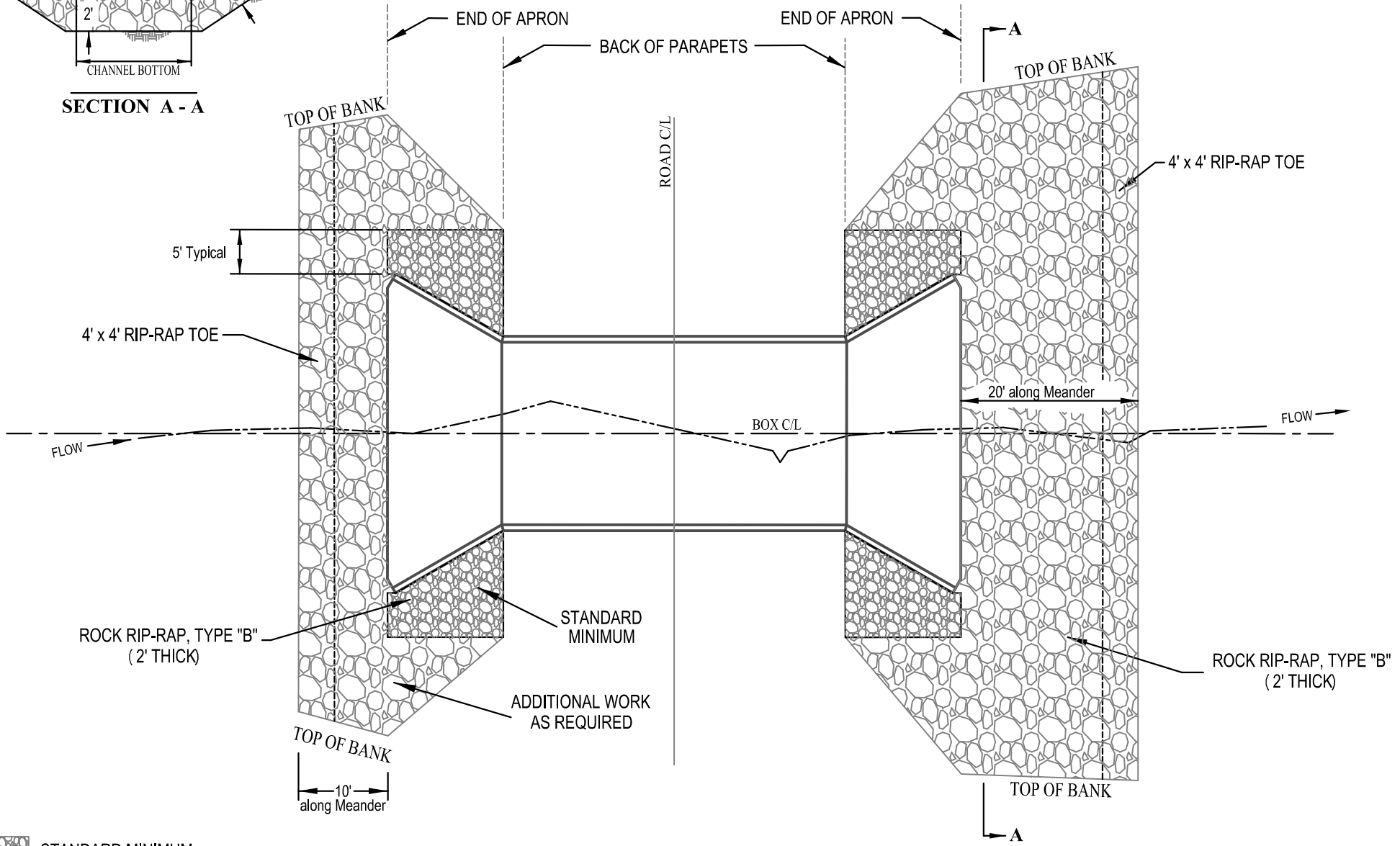
- Floodplain in Un-mapped Community (State Minimum Standards Apply)  
Proposed construction will not increase the base  
(100 year) flood heights more than one foot at any location.
- Floodplain (without Designated Floodway) or Flood Fringe  
Proposed construction will not increase the base  
(100 year) flood heights more than one foot at any location.
- Designated Floodway  
Proposed construction will result in no rise along the base  
(100 year) floodway water surface profile.



Completed By: Licensed P.E.  
Title

Exhibit "K" - CBC Rip-Rap Placement Details



SECTION A - A



-  STANDARD MINIMUM
-  ADDITIONAL WORK AS REQUIRED

**CBC RIP-RAP DETAIL**

NOT TO SCALE  
LCED 8/2018

Bookmark	Sheet Number	Plan Sheet
Title	A1 – A...	Title Sheet
Typ X-Sect	B1 – B...	Typical Cross-Sections
Quantities	C1 – C...	Summary of Quantities
Soil & Mat	D1 – D...	Summary of Soil and Materials Survey Info
Aerial or Aerial/Wetlands	E1 – E...	Aerial Sheets including Wetlands (when applicable)
Horiz Align	F1 – F...	Horizontal Alignment and Control Points Survey
General Info	G1 – G...	General Information
Phasing	H1 – H...	Phasing
Geom/Grades Drainage Const/Remove Erosion Control	J1 – J...	<b>Large Scale Plans:</b> Geometric and Grades Drainage Construction & Removal (separately if needed) Erosion & Sediment Control w/Wetland Areas
Utility Rehab	K1 – K...	Utility Rehabilitation
Plan/ Profile or Plan/ Plan	L1 – L...	Plan & Profile or Plan over Plan
Traffic Temp Markings Signing, etc	M1–M...	Traffic Plans Temporary Pavement Marking Signing Plans, etc.
Lighting	N1 – N...	Roadway Lighting Plans
Landscape	O1 – O...	Landscaping Plans
Earthwork	P1 – P...	Earthwork Data Sheets
Drain X-Sect	Q1 – Q...	Drainage Cross-Section Plans
Bridge ###.## Bridge ###.##	R1 – R...	<b>Bridge Plans:</b> Bridge Mile Post ###.##, Bridge Approach Slab, Paving Section.
Ex. (see subjects next pg)	S1 – S...	<b>Special Plans: Bridge designed</b> Reinforced Conc. Box Culvert Splash Basin
Ex. (see subjects next pg)	T1 – T...	<b>Special Plans: Roadways Design designed</b> Area Inlet With Bar Area Inlet with Grate
	U & V	Reserved for other plan sections as needed
ROW	W1–W...	Right-of-Way Plans
X-Sections	X1 – X...	Roadway Cross-Section Plans
Ex. 101-R7	Plan Number	Listing of Standard Plans

## Exhibit "L" - Plan Assembly

June 2018

Special plans Bridge division creates - use this typical order

New Sheet Numbering	Plan Label	Subject	# of Sheets
S_ - S_	Special Plan _C	Concrete Box Culvert	2
S_	Special Plan _C	Splash Basin	1
S_	Special Plan _C	Area Inlet (5 Bar)	1
S_	Special Plan _C	Steps	1
S_ -S_	Special Plan _C	Railings	#
S_ - S_	Special Plan _C	Barriers	2
S_ - S_	Special Plan _C	Headwalls	2
S_	Special Plan _C	Other	#

Special plans Roadway Design; Plan Development Unit creates - use this typical order

New Sheet Numbering	Plan Label	Subject	# of Sheets
T_	Special Plan _C	Area Inlet With Bar	1 Sheet
T_ - T_	Special Plan _C	Area Inlet with Grate	2 Sheet
T_	Special Plan _C	Concrete Flume, Type I	1 Sheet
T_	Special Plan _C	Concrete Flume, Type II	1 Sheet
T_ - T_	Special Plan _C	Concrete Flume, Type IV	2 Sheet
T_ - T_	Special Plan _C	Concrete Flume, Type V	2 Sheet
T_ - T_	Special Plan _C	Concrete Flume, Type VI	2 Sheet
T_	Special Plan _C	Reconstruct Gutter Depression for 2" Grade Raise	1 Sheet
T_ - T_	Special Plan _C	Safety Sloped End Sections	2 Sheet
T_	Special Plan _C	Guardrail (Roadway Design per Project)	
T_	Special Plan _C	Cable Guardrail to W-Beam Guardrail Transition	1 Sheet
T_	Special Plan _C	Weak Post Guardrail	1 Sheet
T_ - T_	Special Plan _C	Bridge Approach Section 31" to Existing 27 5/8"	2 Sheet
T_	Special Plan _C	Bridge Approach Section w/Midspan Rail Support	1 Sheet
T_ - T_	Special Plan _C	Inlet Protection	2 Sheet
T_	Special Plan _C	Temporary Pipe Slope Drain	1 Sheet
T_	Special Plan _C	Concrete Washout & Construction Exit	1 Sheet
T_ - T_	Special Plan _C	6 to 8 inch Concrete Pavement	3 Sheet
T_ - T_	Special Plan _C	Milled Rumble Strips	2 Sheet
T_ - T_	Special Plan _C	Stabilized Earth Wall (MSE Walls)	2 or 5 Sheets
T_ - T_	Special Plan _C	Concrete Protection Barrier	2 Sheet
T_ - T_	Special Plan _C	Silt Checks All Types	4 Sheet
T_	Special Plan _C	Other	

**Exhibit "M" - Summary of Quantities**

# Summary of Quantities

Preliminary  
 Final

Project No.:	Control No.:	Name of Road:
--------------	--------------	---------------

Summary of Quantities of:	Standard Item No.:
---------------------------	--------------------

STATION	STATION	SIDE	LENGTH	WIDTH	QUANTITY, (SQ. YDS.)
<b>TOTAL</b>					<b>0.00</b>

Computed By:	Date:	Checked By:	Date:
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**Exhibit "N" - LCED Bid Item Naming and Grouping Standards**

<b>Lancaster County</b>			<b>Project No.</b>		
<b>Engineering Department</b>			<b>Description</b>		
			<b>Date</b>	2/8/2018	
<b>Item No.</b>	<b>Item</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>Part X - (X-XXX)</b>					
<b>Group 1 - Grading</b>					
	General Clearing And Grubbing	0	Lump Sum	\$ -	\$ -
	Large Tree Removal	0	Each	\$ -	\$ -
	Large Stump Removal	0	Each	\$ -	\$ -
	Remove and Salvage Guardrail	0	Lin. Ft.	\$ -	\$ -
	Remove Pavement	0	Sq.Yds.	\$ -	\$ -
	Saw Cut Pavement	0	Lin. Ft.	\$ -	\$ -
	Excavation (Established Quantity)	0	Cu.Yds.	\$ -	\$ -
	Earthwork Measured In Embankment	0	Cu.Yds.	\$ -	\$ -
	Removal and Replacement of Unsuitable Material	100	Cu.Yds.	\$ -	\$ -
	Subgrade Preparation	0	Station	\$ -	\$ -
	Preparation of Intersections and Driveways	0	Sq. Yds.	\$ -	\$ -
	Shoulder Subgrade Preparation	0	Station	\$ -	\$ -
	Water	5	M.Gal	\$ -	\$ -
	Earth Shoulder Construction	0	Station	\$ -	\$ -
	Rock RipRap, Type A	0	Ton	\$ -	\$ -
	Rock RipRap, Type B	0	Ton	\$ -	\$ -
	Rock RipRap, Type C	0	Ton	\$ -	\$ -
	24" D90 Rock RipRap	0	Ton	\$ -	\$ -
	Salvaging And Placing Rock RipRap (Est. Quantity)	0	Ton	\$ -	\$ -
	Salvaging And Placing Top Soil	0	Sq.Yds.	\$ -	\$ -
	Salvaging And Placing Top Soil On Rip-Rap	0	Sq.Yds.	\$ -	\$ -
	Furnishing And Placing Topsoil	100	Sq.Yds.	\$ -	\$ -
	Crushed Rock Surface Course	0	Ton	\$ -	\$ -
	Incorporating Crushed Rock Surfacing	0	Station	\$ -	\$ -
	Rental Of Crawler-Mounted Hydraulic Excavator, Fully Operated	10	Hour	\$ -	\$ -
	Rental Of Front End Loader, Fully Operated	10	Hour	\$ -	\$ -
	Rental Of Skid Loader, Fully Operated	10	Hour	\$ -	\$ -
	Rental of Dump Truck, Fully Operated	10	Hour	\$ -	\$ -
<b>Total Group 1</b>					<b>\$ -</b>
<b>Group 4 - Culverts</b>					
	Remove Structure at Sta. XX+XX.XX	0	Each	\$ -	\$ -
	Remove Headwall	0	Each	\$ -	\$ -
	Remove and Salvage Culvert Pipe	0	Lin. Ft.	\$ -	\$ -
	Remove and Salvage Flared End Section	0	Each	\$ -	\$ -
	Excavation For Box Culverts	0	Cu.Yds.	\$ -	\$ -
	Excavation For Pipe, Pipe-Arch Culverts And Headwalls	0	Cu.Yds.	\$ -	\$ -
	Class 47B-3000 Concrete For Box Culverts	0	Cu.Yds.	\$ -	\$ -
	Class 47B-3000 Concrete For Headwall	0	Cu.Yds.	\$ -	\$ -
	Reinforcing Steel For Box Culverts	0	Lbs.	\$ -	\$ -
	Reinforcing Steel For Headwalls	0	Lbs.	\$ -	\$ -
	Crushed Rock Base Course For Box Culverts	0	Cu.Yds.	\$ -	\$ -
	Steel Sheet Piling For Turndowns	0	Sq.Ft.	\$ -	\$ -
	XX" Driveway Culvert Pipe, Type 3	0	Lin. Ft.	\$ -	\$ -
	XX" Culvert Pipe, Type 3	0	Lin. Ft.	\$ -	\$ -
	XX" Round Equivalent Culvert Pipe, Type 3	0	Lin. Ft.	\$ -	\$ -
	XX" Culvert Pipe, Type 4	0	Lin. Ft.	\$ -	\$ -
	Extend XX" Culvert Pipe	0	Lin. Ft.	\$ -	\$ -
	XX" Reinforced Concrete Pipe	0	Lin. Ft.	\$ -	\$ -
	XX" Round Equivalent Reinforced Concrete Pipe	0	Lin. Ft.	\$ -	\$ -
	XX" Elliptical Reinforced Concrete Pipe	0	Lin. Ft.	\$ -	\$ -
	Tapping Concrete Box Culvert	0	Each	\$ -	\$ -
	Culvert Pipe Plug	0	Each	\$ -	\$ -
<b>Total Group 4</b>					<b>\$ -</b>



**Exhibit "N" - LCED Bid Item Naming and Grouping Standards**

Lancaster County		Project No.			
Engineering Department		Description			
		Date	2/8/2018		
Item No.	Item	Est. Quantity	Unit	Unit Price	Amount
<b>Group 5 - Landscaping</b>					
	Cover Crop Seeding	0	Acre	\$ -	\$ -
	Seeding, Type "A"	0	Acre	\$ -	\$ -
	Seeding, Type "B"	0	Acre	\$ -	\$ -
	Erosion Control, Class 1C	0	Sq. Yds.	\$ -	\$ -
	Erosion Control, Class 2C	0	Sq. Yds.	\$ -	\$ -
	Erosion Control, Class 1D	0	Sq. Yds.	\$ -	\$ -
	Erosion Control, Class 1E	0	Sq. Yds.	\$ -	\$ -
	Erosion Control, Class 1F	0	Sq. Yds.	\$ -	\$ -
	Mulch	0	Ton	\$ -	\$ -
	Hydromulch	0	Ton	\$ -	\$ -
	Temporary Silt Fence	100	Lin. Ft.	\$ -	\$ -
	Temporary Erosion Check, Type "Wattle"	100	Lin. Ft.	\$ -	\$ -
	Fabric Silt Fence, High Porosity	100	Lin. Ft.	\$ -	\$ -
	Fabric Silt Fence, Low Porosity	100	Lin. Ft.	\$ -	\$ -
	Erosion Checks, Type "Wattle"	100	Lin. Ft.	\$ -	\$ -
<b>Total Group 5</b>					<b>\$ -</b>
<b>Group 6 - Bridge</b>					
	Preparation of Bridge	0	Each	\$ -	\$ -
	Remove Structure at Sta. XX+XX.XX	0	Each	\$ -	\$ -
	Abutement No. 1 Excavation	0	Lump Sum	\$ -	\$ -
	Abutment No. 2 Excavation	0	Lump Sum	\$ -	\$ -
	Bent. No. 1 Excavation	0	Lump Sum	\$ -	\$ -
	Bent. No. 2 Excavation	0	Lump Sum	\$ -	\$ -
	Granular Backfill	0	Cu.Yds.	\$ -	\$ -
	Class 47B-3000 Concrete For Bridge	0	Cu.Yds.	\$ -	\$ -
	Class 47BD-3000 Concrete For Bridge	0	Cu.Yds.	\$ -	\$ -
	Class 47BD-4000 Concrete for Bridge	0	Cu.Yds.	\$ -	\$ -
	Epoxy Coated Reinforcing Steel For Bridge	0	Lbs.	\$ -	\$ -
	Structural Steel For Substructure	0	Lbs.	\$ -	\$ -
	Concrete Piling	0	Lin. Ft.	\$ -	\$ -
	Steel Piling	0	Lin. Ft.	\$ -	\$ -
	Painting Piles and Miscellaneous Steel	0	Lump Sum	\$ -	\$ -
	Painting Structure (Zone Coat) at	0	Sq.Ft.	\$ -	\$ -
	Concrete For Pavement Approaches, Class 47BD-4000	0	Cu.Yds.	\$ -	\$ -
	Epoxy Coated Reinforcing Steel For Pavement Approaches	0	Lbs.	\$ -	\$ -
	Floor Drains	0	Each	\$ -	\$ -
	Contractors Access Crossing	0	Lump Sum	\$ -	\$ -
<b>Total Group 6</b>					<b>\$ -</b>
<b>Group 7 - Guardrail</b>					
	W-Beam Guardrail	0	Lin. Ft.	\$ -	\$ -
	Midwest guardrail System Bridge Approach Section	0	Each	\$ -	\$ -
	Guardrail Terminal End Treatment, Type II	0	Each	\$ -	\$ -
	Guardrail Terminal End Treatment, Type I	0	Each	\$ -	\$ -
<b>Total Group 7</b>					<b>\$ -</b>
<b>Group 9 - Bituminous</b>					
	Cold Milling, Class 1	0	Sq.Yds.	\$ -	\$ -
	Cold Milling, Class 2	0	Sq.Yds.	\$ -	\$ -
	Cold Milling, Class 3	0	Sq.Yds.	\$ -	\$ -
	Cold Milling, Class 4	0	Sq.Yds.	\$ -	\$ -
	Preparation Of Intersections	0	Sq.Yds.	\$ -	\$ -
	Asphaltic Concrete, Type SPR	0	Ton	\$ -	\$ -
	Performance Graded Binder (XX-XX) (SUBSIDIARY TO ASPHALTIC CONCRETE)	0	Ton	\$ -	\$ -
	Tack Coat	0	Gal.	\$ -	\$ -
	Hydrated Lime	0	Ton	\$ -	\$ -
<b>Total Group 9</b>					<b>\$ -</b>

**Exhibit "N" - LCED Bid Item Naming and Grouping Standards**

<i>Lancaster County</i>		<i>Project No.</i>			
<i>Engineering Department</i>		<i>Description</i>			
		<i>Date</i>		2/8/2018	
<i>Item No.</i>	<i>Item</i>	<i>Est. Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Amount</i>
<b>Group 10 - General</b>					
85.	Construction Staking And Surveying	0	Lump Sum	\$ -	\$ -
86.	Changeable Message Sign	0	Day	\$ -	\$ -
87.	Barricades, Type III	0	BarrDay	\$ -	\$ -
88.	Construction Signs	0	SignDay	\$ -	\$ -
89.	Flagging	1	Day	\$ -	\$ -
90.	5" White Permanent Pavement Marking Paint	0	Lin. Ft.	\$ -	\$ -
91.	5" Yellow Perm. Pavement Marking Paint (Dashed Centerline)	0	Lin. Ft.	\$ -	\$ -
92.	5" Yellow Perm. Pavement Marking Paint (No Passing Zones)	0	Lin. Ft.	\$ -	\$ -
93.	Mobilization	1	Lump Sum	\$ -	\$ -
		<b>Total Group 10</b>			<b>\$ -</b>
		<b>TOTAL PART X - (X-XX)</b>			<b>\$ -</b>



**JANUARY 1, 2018**

**JEO CONSULTING GROUP INC.  
CURRENT HOURLY RATE SCHEDULE RANGE**

**ACTUAL HOUR BASIS**

Project Managers:	\$150.00	-	\$250.00
Project Engineers/Architects:	\$115.00	-	\$200.00
Project Engineers (E.I.):	\$96.00	-	\$110.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$70.00	-	\$155.00
Office/Administrative:	\$85.00	-	\$102.00
Principals:	\$200.00	-	\$250.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER (INSURO Insurance, P.O. Box 336, Wahoo, NE 68066, 402 443-3742), CONTACT NAME (Dee Kabourek), PHONE (402 443 3742), FAX (402 443 3571), E-MAIL ADDRESS (dkabourek@insproins.com), and INSURED (JEO Consulting Group, Inc., P.O. Box 207, Wahoo, NE 68066).

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission are listed as additional insured and waivers of subrogation are in their favor. 30 day notice of cancellation is endorsed to the policy in favor of City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission.

Table with CERTIFICATE HOLDER (City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission) and CANCELLATION (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: Michael J. Chantal).

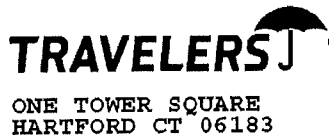
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POLICY NUMBER: UB-4J623381-18-43-V

**LISTING OF ENDORSEMENTS  
EXTENSION OF INFO PAGE**

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 99 06 07 00 - 001	PARTICIPATING ENDORSEMENT
WC 00 03 11 A - 001	VOLUNTARY COMP AND EMPLOYERS LIAB COV
WC 00 03 13 00 - 001	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 14 00 - 001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 22 B - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 24 00 - 001	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC 00 04 25 00 - 001	EXPER RATING MOD FACTOR REVISION ENDT
WC 99 03 C3 00 - 001	SPECIAL PROVISIONS ENDT
WC 00 04 21 D - 001	CATASTROPHE (O/T CERT. ACTS OF TERR)ENDT
WC 99 04 08 00 - 001	PREMIUM DISCOUNT ENDORSEMENT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 26 04 02 00 - 001	NE CONTRACTING CLASS PREM ADJUST END
WC 26 04 03 00 - 001	NE EXP RATING MOD FACTOR REV ENDT
WC 26 06 01 C - 001	NE CANCELATION ENDT
WC 40 06 01 A - 001	SOUTH DAKOTA DIRECT ACTION STATUTE ENDT
WC 40 06 03 00 - 001	SOUTH DAKOTA MANAGED CARE ENDORSEMENT
WC 40 06 05 B - 001	SD CANCEL & NON RENEWAL



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

**POLICY NUMBER: UB-4J623381-18-43-V**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

POLICY NUMBER: P-810-432K8651-TCT-18

EFFECTIVE DATE: 09-01-18

ISSUE DATE: 08-16-18

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T3 02 07 86	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
IL T8 00	NAMED INSURED
IL T8 25	GENERAL PURPOSE ENDORSEMENT

### COMMERCIAL AUTOMOBILE

CA T0 01 02 15	BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA T0 03 02 15	BA COVERAGE PART DECS (ITEMS 4 & 5)
CA T0 30 02 16	BA/AD/MC COV PART SUPPL SCH - ITEM TWO
CA T0 31 02 15	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA T4 52 02 16	SHRT TRM HRD AUTO - ADDT'L INSD LS PAYEE
CA T4 59 02 15	AMENDMENT OF EMPLOYEE DEFINITION
CA 01 56 11 13	NEBRASKA CHANGES
CA 01 60 10 13	IOWA CHANGES
CA 20 01 10 13	LESSOR - ADDL INSURED AND LOSS PAYEE
CA 21 12 10 13	IOWA UM & UIM COVERAGE
CA 21 70 10 13	NE UM AND UIM COVERAGE
CA 99 03 10 13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 35 11 13	NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE
CA 99 48 10 13	POLL LIAB-BUS AUTO/MOTOR CARRIER COV FRM
CA T3 53 02 15	BUSINESS AUTO EXTENSION ENDORSEMENT
CA T4 45 04 09	LOSS PAYABLE CLAUSE
CA T8 01	POLLUTION LIABILITY
CA 02 21 12 17	NEBRASKA CHANGES - CANCELLATION

### INTERLINE ENDORSEMENTS

IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 05 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 02 76 09 08	IA CHANGES-CANCELLATION AND NONRENEWAL
IL T3 05 07 15	INSURER AMENDMENT ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>A. BROAD FORM NAMED INSURED</li> <li>B. BLANKET ADDITIONAL INSURED</li> <li>C. EMPLOYEE HIRED AUTO</li> <li>D. EMPLOYEES AS INSURED</li> <li>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</li> <li>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</li> <li>G. WAIVER OF DEDUCTIBLE – GLASS</li> </ul> | <ul style="list-style-type: none"> <li>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</li> <li>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</li> <li>J. PERSONAL PROPERTY</li> <li>K. AIRBAGS</li> <li>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</li> <li>M. BLANKET WAIVER OF SUBROGATION</li> <li>N. UNINTENTIONAL ERRORS OR OMISSIONS</li> </ul> |
|--|--|

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.



You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



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such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



POLICY NUMBER: P-630-382R7536-TIL-18

EFFECTIVE DATE: 09-01-18

ISSUE DATE: 08-16-18

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 00	GENERAL PURPOSE ENDORSEMENT

### DELUXE PROPERTY

DX T0 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX 00 01 07 94	MORTGAGEE HOLDER SCHEDULE
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 02 11 12	DELUXE BI (WITHOUT EE) COVERAGE FORM
DX T4 92 11 12	TENANT MOVEBACK EXPENSES
DX T3 19 11 12	CAUSES OF LOSS-EQUIPMENT BREAKDOWN
DX T3 79 11 12	LOSS PAYABLE PROVISIONS
DX T4 02 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX 01 24 07 00	NE CHANGES
DX T3 98 04 02	ELECTRONIC VANDALISM LIMITATION ENDT

### COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 11 03	TABLE OF CONTENTS
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COV FORM
CG D3 21 01 04	TOTAL GENERAL AGGREGATE LIMITED PROJECTS
CG D3 61 03 05	ADD'L INSURED-OWNERS, LESSEES, CONTRACTORS
CG D4 14 04 08	BLANKET ADDL INSD - WRITTEN CONTRACTS
CG D4 71 01 15	AMEND COVERAGE B - PERS & ADV INJURY
CG D6 47 10 12	CONTRACTUAL LIABILITY - RAILROADS
CG 24 12 11 85	BOATS
CG D0 37 04 05	OTHER INSURANCE-ADDITIONAL INSUREDS
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D4 15 05 08	ARCHITECTS-ENGINEERS-SURVEYORS IND EDGE
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D2 64 11 03	EXCL-TEST/CONSULTING ERRORS AND OMISSION
CG D2 72 11 03	EXCL-INSPECTION/APPRaisal/SURVEY COMPANI
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D2 93 11 03	EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS
CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 05 14	MOBILE EQUIP REDEFINED-EXCL OF VEHICLES
CG D3 91 08 13	EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

#### Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
  - b. While that part of the contract or agreement is in effect; and
  - c. Before the end of the policy period.





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

**ARCHITECTS, ENGINEERS AND SURVEYORS  
INDUSTRYEDGE<sup>SM</sup> ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Incidental Medical Malpractice
- C. Reasonable Force – Bodily Injury Or Property Damage
- D. Non-Owned Watercraft – Increased To Up To 75 feet
- E. Aircraft Chartered With Pilot
- F. Extension Of Coverage – Damage To Premises Rented To You
- G. Personal Injury – Assumed by Contract
- H. Increased Supplementary Payments
- I. Additional Insured – Owner, Manager Or Lessor Of Premises
- J. Additional Insured – Lessor Of Leased Equipment
- K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises
- L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations
- M. Who Is An Insured – Newly Acquired Or Formed Organizations
- N. Injury To Co-Employees And Co-Volunteer Workers
- O. Medical Payments Limit
- P. Knowledge And Notice Of Occurrence Or Offense
- Q. Other Insurance Condition
- R. Unintentional Omission
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract
- T. Amended Bodily Injury Definition
- U. Amended Insured Contract Definition – Railroad Easement
- V. Additional Definition – Written Contract Requiring Insurance

**PROVISIONS**

**A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

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

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

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

**B. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission



## COMMERCIAL GENERAL LIABILITY

committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.

b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. The following is added to **Paragraph 2.a.(1)** of **SECTION II – WHO IS AN INSURED**

Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees"

for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

**C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION**

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

a. **Expected Or Intended Injury Or Damage**

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

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

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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

(a) Less than 75 feet long; and

(b) Not being used to carry any person or property for a charge.

2. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

**E. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

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

1. The following replaces the last paragraph of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

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

A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission

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

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

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

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

**G. PERSONAL INJURY – ASSUMED BY CONTRACT**

The following replaces Exclusion e., **Contractual Liability** in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**H. INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.



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2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

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

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

performed by or on behalf of such additional insured; or

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

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

**J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

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

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

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

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

The following is added to **SECTION II – WHO IS AN INSURED**:

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

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

The following is added to **SECTION II – WHO IS AN INSURED**:

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

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

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

The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

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

**N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

**O. MEDICAL PAYMENTS LIMIT**

The following replaces paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

**P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or**



## COMMERCIAL GENERAL LIABILITY

### Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

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

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

### Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., **Other Insurance** of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

#### 4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

##### b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V - DEFINITIONS:

"Other insurance":

a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of LIMITS OF INSURANCE (Section III) applies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
- (5) Any similar risk transfer or risk management method.

b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

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

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

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

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

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-



## COMMERCIAL GENERAL LIABILITY

son, including death resulting from any of these at any time.

### U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

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

### V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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