

ENGINEERING AGREEMENT
FOR
SUPPLEMENTAL SURVEY, FINAL HYDRAULIC ANALYSIS, STRUCTURAL DESIGN AND DETAILING, LOAD
RATING, PLAN PREPARATION AND PERMITTING SERVICES FOR THE REPLACEMENT OF LANCASTER
COUNTY BRIDGE N-114

THIS AGREEMENT entered into this ____ day of October, 2019, 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**". Collectively the **COUNTY** and the **ENGINEER** may be referred to as "the Parties".

WHEREAS, on January 12, 2016, the Parties previously entered into a contract for the preliminary hydraulic survey, hydraulic analysis, desktop environmental permit identification and cost estimating services for County structure N-114 under County Contract No. C-16-0065 ("C-16-0065");

WHEREAS, the **COUNTY** wishes to hire **ENGINEER** to conduct supplemental survey, final hydraulic analysis, structural design and detailing, load rating, plan preparation and permitting services as they so relate to the replacement of Lancaster County bridge N-114 located ¼ miles South of Denton, Nebraska over Spring Creek in Section 22, Township 9 North, Range 4 East of the 6th P.M. (see Exhibit "A"); 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 in the Agreement, the Parties hereby agree as follows:

I. SCOPE OF SERVICES

A. SUPPLEMENTAL SURVEY FOR DESIGN AND PLAN PREPARATION

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** Engineering Department 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 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 MicroStation V8i.
- 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 survey 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.aspx/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. FINAL HYDRAULIC ANALYSIS

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 2017 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 for the existing prestressed double tee beams to be used in the construction of the replacement superstructure (see Exhibit "F")

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

- a) Final hydraulic analysis based on the use of existing prestressed double tee beams as previously purchased by the **COUNTY**
 - (1) All beams are 60'-3" in length
 - (2) All beams are 35" in-depth
 - (3) All beams have a 5.0" top flange thickness
 - (4) Standard bridge cross-section shall be capable of accommodating a minimum of a single 10'-0" lane and two 5'-0" shoulders
 - (a) It is anticipated that two (2) exterior beams with rail attachments and two (2) interior beams shall be used in the standard cross-section
- b) Existing vertical profile of the roadway shall be maintained; **no raise in grade shall be allowed**
- c) Drop pipes shall be provided where a defined roadway ditch, existing and/or proposed, is located within the limits of the proposed structure as deemed necessary by the **ENGINEER**.
 - (a) Design and detailing of drop pipes shall be considered "Additional Work and Related Services" and a Supplemental Agreement shall be required.
- d) 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 and drop pipes, 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

- (3) As an alternate, 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 as applicable
- (4) The **ENGINEER** shall complete an internal quality control review of the hydraulic evaluation(s)
- (5) The **ENGINEER** will attend a meeting with the **COUNTY** to review the proposed design and any special considerations by assessing NATURAL, EXISTING and ALTERNATE conditions including:
 - (a) Studied overtopping frequencies
 - (b) Studied impact on the existing floodplain and/or floodway
 - (c) Potential impact on wetlands or other waters of the United States as preliminary determined thru a desktop review of available databases
 - (d) 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
 - (e) 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.

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, and shall prepare and submit, a NDOT Form 76 to determine and document design criteria (See Exhibit "G")
- b) The **ENGINEER** will generate the information necessary for the preparation of, and shall prepare, a "Bridge to Bridge" Lancaster County Hydraulic Design Data sheet (see Exhibit "H" attached) based on the final hydraulic design.
 - (1) Each sheet shall bear the signed and dated professional seal of the **ENGINEER**
 - (2) Hydraulic Design Data sheet shall be submitted electronically in pdf format.

C. STRUCTURAL DESIGN AND 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 structural design and plan preparation related to the services to be provided under this Agreement.
- b) The **ENGINEER** shall be familiar with structural design industry standards, Local, State and Federal laws, regulations, and policies pertaining of the practice of Structural Design including, and the standard practices used by the State of Nebraska Department of Transportation, and carry out the design work in accordance with them.

2. SOFTWARE AND EQUIPMENT REQUIREMENTS

- a) All equipment and supplies required for the work will be provided by the **ENGINEER**.
- b) Bridge design will be completed using the most current version of generally accepted software such as:
 - (1) Leap Structural Design Products
 - (2) Culvert Calc.
 - (3) VBent
 - (4) Merlin-dash
 - (5) SAP2000
 - (6) STADD.Pro
 - (7) RISA-3D
 - (8) MIDAS Civil
 - (9) SPW 911
- c) Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.
- d) All CAD files submitted in a format compatible with MicroStation V8i.

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 perform the necessary structural design calculations.
 - (1) Structure plans will be developed in accordance with:
 - (a) AASHTO's publication, "LRFD Bridge Design Specifications"
 - Existing girders shall be evaluated under the most current edition of the AASHTO Bridge Design Specifications published at the time of their original design
 - (b) NDOT Drainage Design and Erosion Control Manual
 - (c) NDOT Roadway Design Manual
 - (d) NDOT Bridge Office Policies and Procedures Manual (BOPP)
 - (e) NDOT Policy for the Load-Rating of Public Road Bridges as appears in the NDOT Bridge Inspection Program Manual
 - (f) NDOT Standard/Special Plans Manual
 - (g) NDOT 2017 Standard Specifications for Highway Construction
 - (h) Nebraska Administrative Code Title 428 Rules and Regulations of the Board of Public Roads Classifications and Standards
 - (i) NDOT Approved Products List
 - (j) Special Provisions and Specifications developed by NDOT's Bridge Division.
 - (2) Recommendations as to pile type, design pile bearing capacity, and length of pile embedment.
 - (a) Test piles shall be utilized to determine pile lengths and bearing capacities during construction

- (b) 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.
- (c) Use of Prestressed Concrete Piles shall not be allowed without written permission of the **COUNTY**

b) The structure to be designed shall have the following general attributes:

- (1) Final bridge cross-section shall be able to accommodate a minimum of a single 10'-0" lane and two 5'-0" shoulders
- (2) Final driving/riding surface shall be the top of the twin tee girder flanges placed at grade; no aggregate surface course shall be required
- (3) A structurally sound rail shall be mechanically attached to the bridge through use of the existing cast-in-place openings in the extreme edges of exterior girder flanges
 - (a) Rail shall be 54" tall as measured from the top of driving/riding surface
 - (b) Maximum clear distance between longitudinal rail components shall be 15"
 - (c) Rail components shall be designed to resist a 10,000 lbs. load applied at top of rail
- (4) Final structural design shall be based on the use of existing prestressed double tee beams as provided by the **COUNTY** (see Exhibit "F")
 - (a) Double tee beams are 60'-3" in length
 - (b) Exterior beams with rail attachment details are 84" wide
 - (c) Interior beams are 78" wide
 - (d) All beams are 35" in-depth
 - (e) All beams have a 5.0" flange thickness
 - (f) All beams have a 48.0" cl-to-cl beam spacing
 - (g) All beams were designed in accordance with the Thirteenth Edition of AASHTO Standard Specifications for Highway Bridges
 - (h) All beams were designed to meet a minimum notional live loading with impact of HS15
- (5) The **ENGINEER** will develop plans for tying the new work into the existing vertical profile and other incidental construction, complete with dimensions.
- (6) The **ENGINEER** will draft and detail all plan sheets so as to accurately depict the intended construction and roadway design parameters.
- (7) 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.
- (8) The assembly and indexing of the project plans shall be consistent with the standard practice of the NDOT Roadway Design Division (see Exhibit "I").

c) Plan sheets shall 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 low water crossings and 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 Exhibits "J" and "K"
- (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 Mid-span Rail Support (1-1)

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

e) Files shall be named in conformance with NDOT's file naming conventions

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

a) The **ENGINEER** will submit 90% plans to the **COUNTY** for review.

- (1) 90% plans shall be substantially representative of 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) 100% plans submitted electronically as MicroStation DGN files
 - (3) 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:

D) 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 **Qualified Wetland Scientist** shall be familiar with 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) Upon request of the ENGINEER, COUNTY will arrange access to project study areas (via right-of-entry)

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.
- e) 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.
- (1) Application fees will be furnished by the **COUNTY**.
- (2) Applications shall include a Certification of Compliance (see Exhibit “L”)

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) Wetland Features 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 including provisions for the construction and maintenance of a low water crossing allowing the City of Denton uninterrupted access to their well field over the entire duration of the project
- 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
- h) Floodplain permit with FPC Permit number and Status of "issued"

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 "M".
 - a) Apply for and obtain a U.S. Army Corps of Engineers Individual 404 Permit
 - b) Preparation of a Storm Water Pollution Prevention Plan (SWPPP)
 - (1) 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) Design and detailing of drop pipes
 - e) Roadway design
 - f) Roadway design plan preparation
 - g) 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.
 - h) 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
 - i) 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
- j) Energy dissipation design and detailing
- k) Drainage structures and other incidental construction including:
 - (1) Tap pipes for concrete box culverts
 - (2) Drop pipes at bridges.
- l) Resolution of construction problems not attributed to design error
- m) 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.

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 **February 4, 2020**. 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 10, 2019
- b) Survey Complete..... November 19, 2019
- c) Final Hydraulic Design Submittal..... December 12, 2019
- d) Preliminary Design Review/Meeting..... December 19, 2019
- e) 90% Design Submittal..... January 14, 2020
- f) 90% Design Review/Meeting..... January 17, 2020
- g) Final Submittal Package..... February 4, 2020
- h) Permits (Submitted to Agencies)..... February 4, 2020

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

- A. 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 it has not employed or been retained by any company or person, other than a bona-fide employee working for the **ENGINEER**, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona-fide employee any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **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.

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 itself, 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 Lancaster 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.

- C. The **ENGINEER** further agrees that it and its 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.
- D. 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.

- E. 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.
- F. 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.
- G. **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.
- H. 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 § 1324b. **ENGINEER** shall require any subcontractor to comply with the provisions of this section.
- I. 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)

N-114

• Project Management, Meetings, QA/QC	\$ 4,210
• Supplemental Survey.....	\$ 7,000
• Final Hydraulic Design	\$ 2,000
• Bridge-to-Bridge Hydraulic Data Sheet Preparation.....	\$ 800
• Preliminary Bridge Design.....	\$ 8,875
• Roadway Design.....	\$ 5,820
• Final Bridge Design.....	\$ 10,985
• Bridge Load Rating.....	\$ 2,040
• Plan Preparation.....	\$ 5,820
• Wetland Delineation Report.....	\$ 3,145
• Nationwide 404 U.S. Army Corps Permit.....	\$ 720
• Floodplain Permit.....	\$ 1,000
Total.....	<u>\$ 52,415</u>

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 its 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.

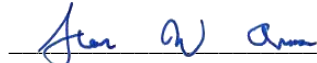
- . Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the **COUNTY**.

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 2nd day of October, 2019.

Steven W. Arens, Senior Structural Project Manager

Name & Title



Signature

JEO Consulting Group, Inc.

Firm Name

2700 Fletcher Avenue

Address

Lincoln

NE

68504

City

State

Zip

EXECUTED by the **COUNTY** this _____ day of _____, 20____.

LANCASTER COUNTY BOARD OF COUNTY COMMISSIONERS

Approved as to form

This _____ day of _____, 20____.

Deputy County Attorney

LANCASTER COUNTY, NEBRASKA



NO SCALE

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.

NW 140TH ST.
NW 126TH ST.
NW 112TH ST.
NW 106TH 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. 146TH ST.
N. 162ND ST.
N. 176TH ST.
N. 190TH ST.

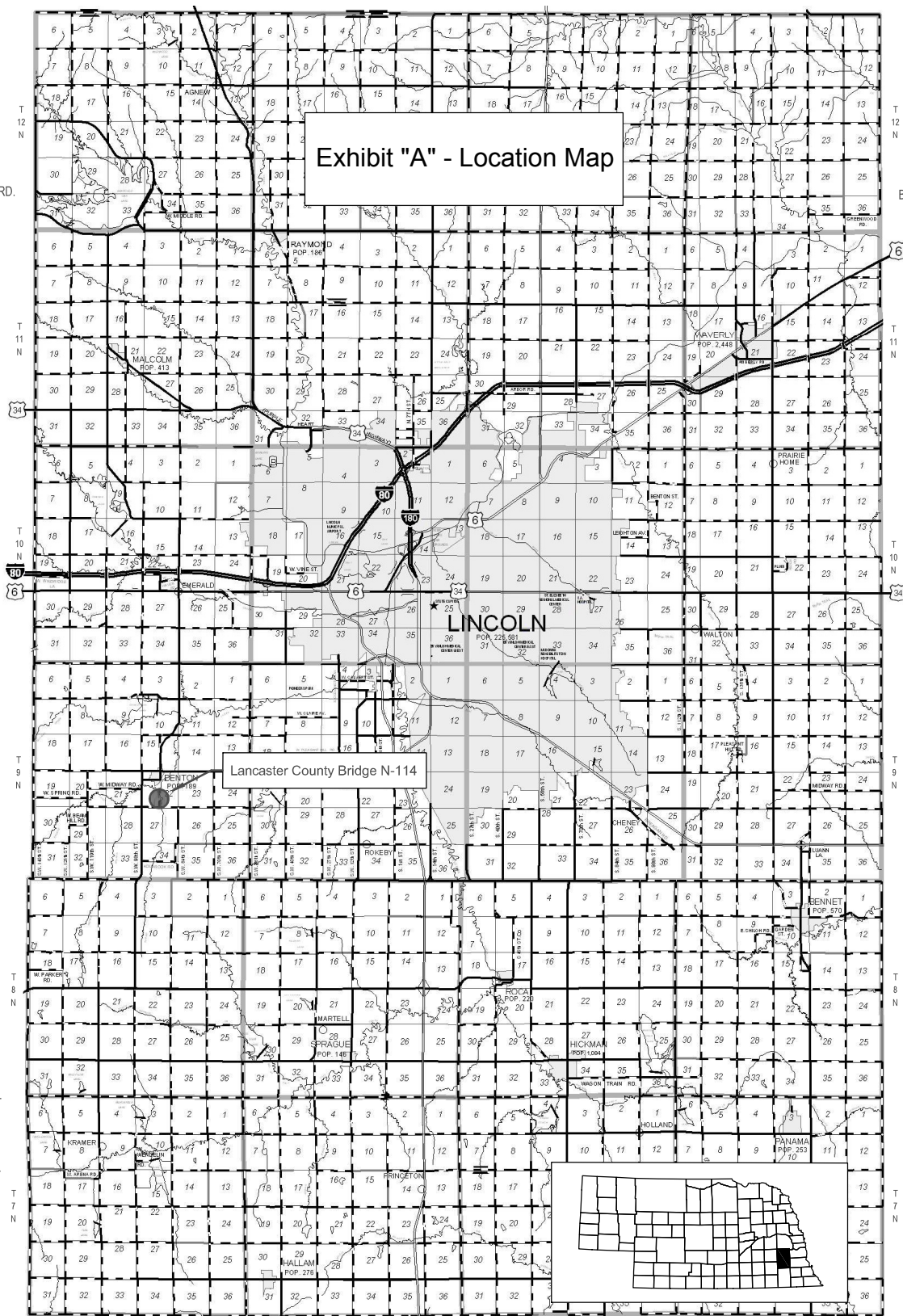
R5E

R6E

R7E

R8E

Exhibit "A" - Location Map



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.

R5E

R6E

R7E

R8E

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	2nd STANDARD PARALLEL
T9N	N	O	P	Q	
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



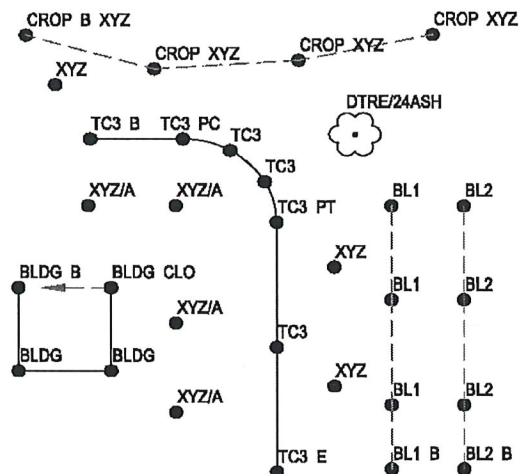
POINT CODE LIST

UPDATED: 3 DEC. 2014

SPECIAL CODES

CODE_{SP}B BEGIN LINE
 CODE_{SP}E END LINE
 CODE_{SP}CLO CLOSE AREA
 CODE_{SP}PC START CURVE
 CODE_{SP}PT END CURVE
 CODE_{SP}PHOTO_{SP} PHOTO FILE NAME ATTACH A PHOTO

CODE_{SP}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
------	-----------	--------

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
VEGETATION		
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

MISCELLANEOUS		
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

UTILITIES		
CO	CLEANOUT	Point
TILE	DRAIN TILE	2DPLine
IRR	IRRIGATION PIPE	2DPLine
MH	GENERIC MANHOLE	Point
RISE	RISER	Point
TANK	TANK	2DPLine
VENT	VENT	Point
VLT	VAULT	2DPLine

Code	Full name	Entity
UTILITIES - CABLE		
CPED	CABLE PEDESTAL	Point
CSGN	CABLE WARNING SIGN	Point
MHC	CABLE MANHOLE	Point
OHC	OVERHEAD CABLE	2DPLine
UGC	UNDERGROUND CABLE	2DPLine

UTILITIES - ELECTRICAL		
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

UTILITIES - FIBER		
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

UTILITIES - FUEL		
GPMP	GAS PUMP	Point
GPI	GAS PUMP ISLAND	2DPLine
GTANK	GAS TANK	2DPLine

UTILITIES - NATURAL GAS		
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
UTILITIES - SANITARY SEWER		
MHSS	SANITARY SEWER MANHOLE	Point
SEPV	SEPTIC VENT	Point
UGS	SANITARY SEWER LINE	2DPLine
UTILITIES - STORM SEWER		
MHST	STORM SEWER MANHOLE	Point
UGST	STORM SEWER LINE	2DPLine
UTILITIES - TELEPHONE		
MHT	TELEPHONE MANHOLE	Point
OHT	OVERHEAD TELEPHONE	2DPLine
TPED	TELEPHONE PEDESTAL	Point
TSGN	TELEPHONE WARNING SIGN	Point
UGT	UNDERGROUND TELEPHONE	2DPLine
UTILITIES - WATER		
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
ALPHABETICAL LISTING - BARBED TO DRAIN		
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
ALPHABETICAL LISTING - EDGE TO GROUND		
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
ALPHABETICAL LISTING - GUARD TO RAILROAD		
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
ALPHABETICAL LISTING - REINFORCED TO VINYL		
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
VL	VAULT	2DPline
VENT	VENT	Point
FV	VINYL FENCE	2DPline

Code	Full name	Entity
ALPHABETICAL LISTING - WATER TO YARD		
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.

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

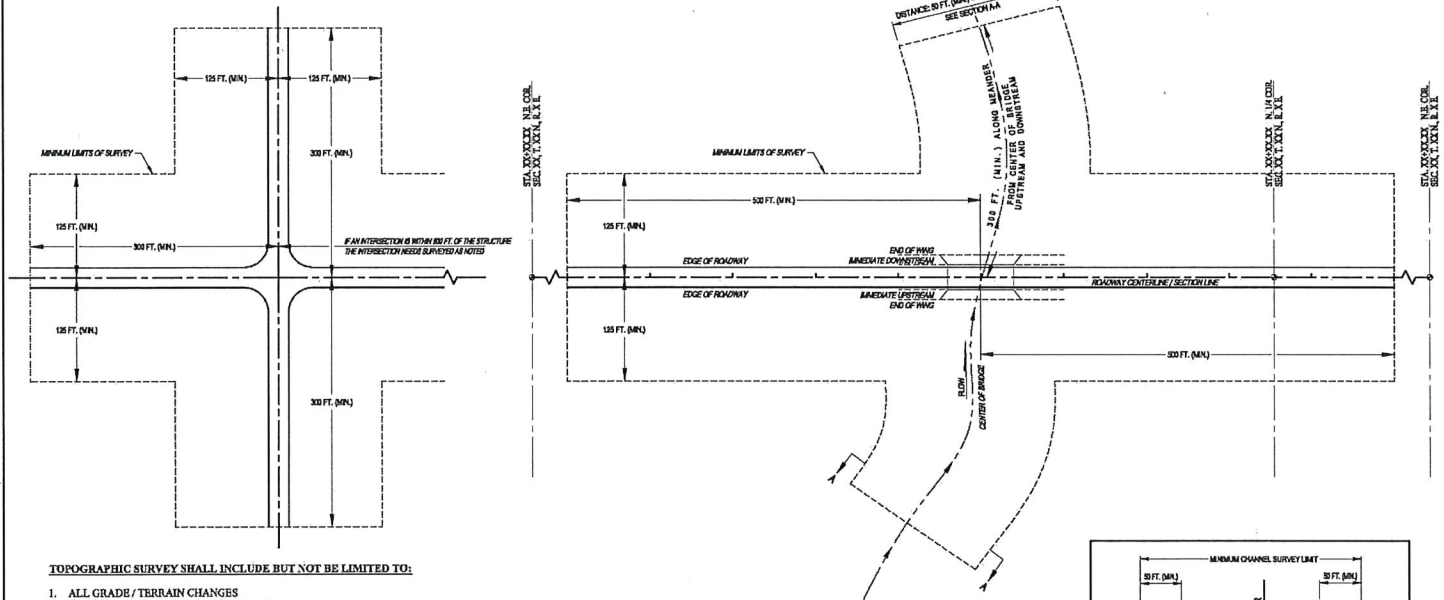


Lancaster County Engineering Department
444 Cherrycreek Road Bldg. C
Lincoln, Nebraska 68528
402.441.7681

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 "COUNTY HORIZONTAL CONTROL DATUM"
4. SET CONTROL POINTS WILL BE #5 REBAR (MIN.) 30" LONG (MIN.), (SET AT OR BELOW GRADE)



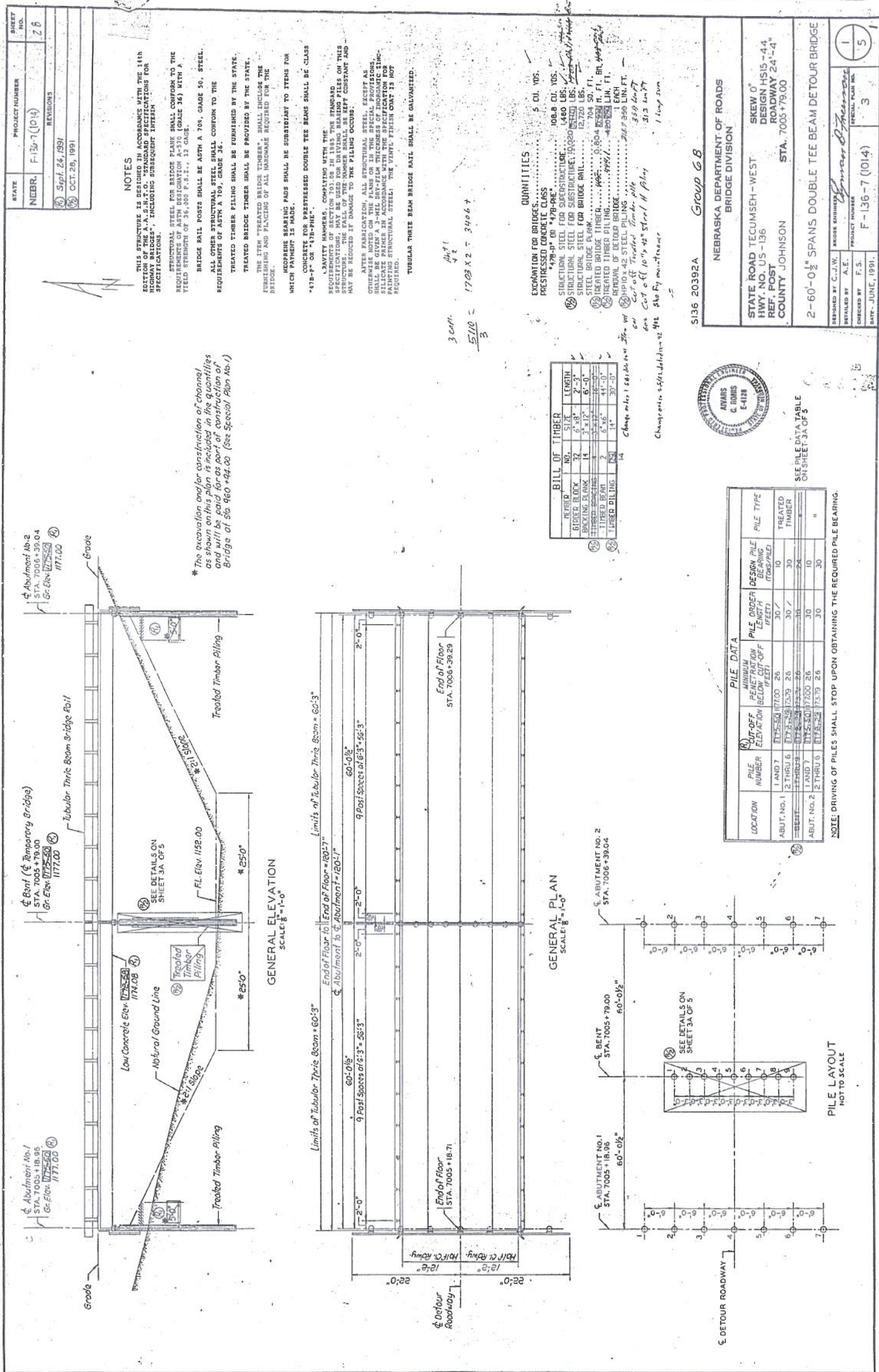
TOPOGRAPHIC SURVEY SHALL INCLUDE, BUT NOT BE LIMITED TO:

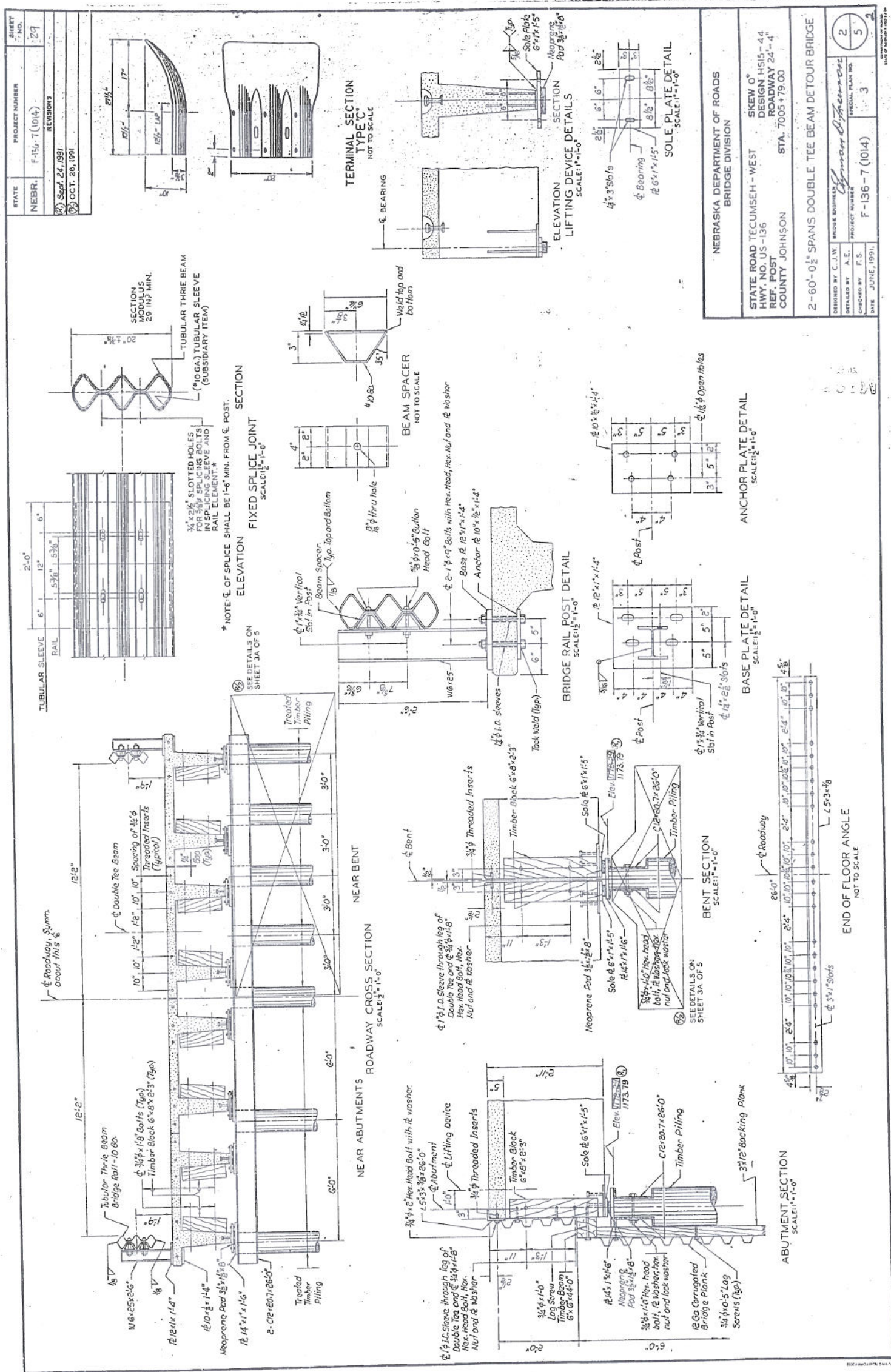
1. ALL GRADE / TERRAIN CHANGES
2. OVERHEAD AND UNDERGROUND UTILITIES (A "ONE CALL" LOCATE WILL BE NEEDED)
3. ALL TREES 18" DIAMETER AND LARGER
4. ALL LANDSCAPE AND PLANTED TREES
5. ALL 4 CORNERS OF BRIDGE STRUCTURE
6. ENDS OF BRIDGE STRUCTURE AT CENTERLINE OF ROADWAY
7. ALL 4 ENDS OF BRIDGE STRUCTURE 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

Exhibit "F" - Plans of Existing Beams

NEBRASKA DEPARTMENT OF ROADS
Certificate of Authenticity
This is to certify that the microphotographs appearing on this file are true and accurate reproductions of the original documents, drawings and plans of the Nebraska Department of Roads.
It is further certified that copies on this film are made from the original documents, drawings and plans of the Nebraska Department of Roads.
The film is a durable medium for reproducing the original documents, drawings and plans of the Nebraska Department of Roads.
Date of Filing 12



[illegible]

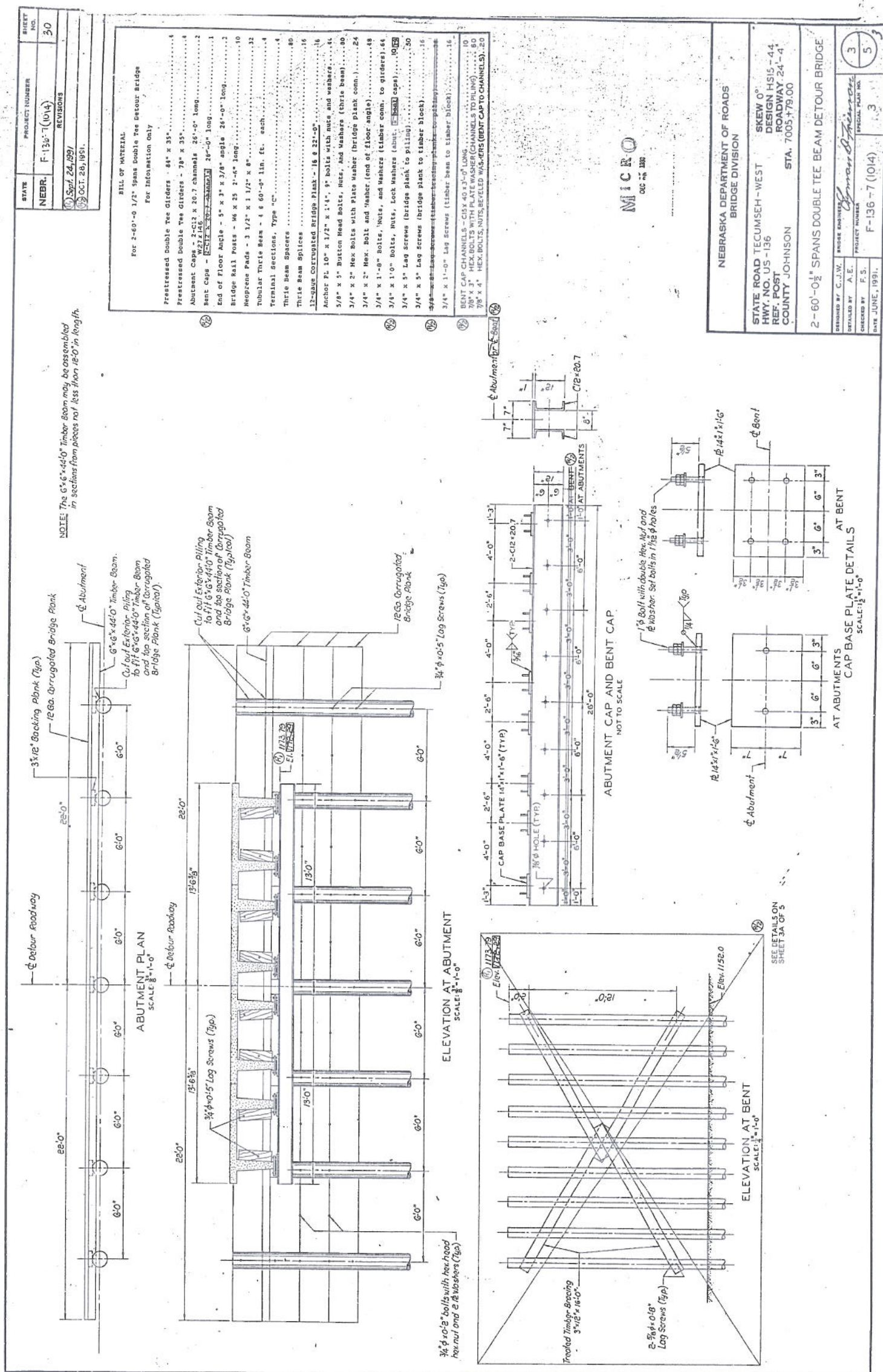
Certificate of Authenticity

This is to certify that the microfilm(s) appearing on the label and the accompanying reproduction(s) of the record(s) are true and accurate reproductions of the records preserved in the regular course of business.

It is further attested that records on the film are required in accordance with the Records Retention Schedule of the State Department, and that the microfilm(s) are genuine and that the microfilm(s) are accurate reproductions of the records and that the microfilm(s) are suitable for reproducing the original record(s) necessary.

James J. White
Records Management Division

Date of Filing 12



[illegible]

Nebbraska Department of Roads

Certificate of Authenticity

This is to certify that the microphotographs appearing on this form are true and accurate reproductions of the original records produced in the regular course of business.

It is further certified that records on this form are not reproduced in conformity with the Rules and Regulations of the State Records Administrator and the Statutes governing them, and that the microphotographic reproduction is made from a true and accurate original. The form forms a durable medium for reproducing the original, if necessary.

Wayne H. White
Nebraska Department of Roads

9' 84.00" EXTERIOR BEAM WIDTH														
BEAM CASTING LENGTH (STEM LENGTH)		CONCRETE STRENGTH (P _{SI}) AT TRANSFER	INITIAL PRESTRESS FORCE AT 28 DAYS	NUMBER OF STRANDS:				STRAND SPACINGS (INCHES)				DISTANCE BETWEEN DEPRESSION POINTS	CAMBER (INCHES)	
AT 30 TO 60 DAYS	AT 30 TO 60 DAYS	PER BEAM	PER STEM	ROW 1	ROW 2	ROW 3	ROW 4	AT ENDS OF STEPS	AT MIDSPAN	AT ENDS OF STEPS	AT MIDSPAN		AT TRANSFER	AT 30 TO 60 DAYS
60'-3"	4000	5000	619.5	20	10	5	5	5, 6, 6, 6, 4	4.5, 0.5, 3 SPA. AT 0.5	16-60	5-50	20'-0"	0.98	1.73

CONCRETE. IN THE BEANS SHALL BE CLASS "47B-P" OR "47B-PH", WITH:
ULTIMATE CYLINDER STRENGTHS AT STRESS TRANSFER AND AT 28 DAYS AS
SHOWN IN THE DATA TABLE.

NO BOND STRESS SHALL BE TRANSFERRED TO THE CONCRETE NOR THE END-ANCHORAGE RELEASED UNTIL THE CONCRETE HAS ATTAINED THE SPECIFIED STRENGTH. THE PRESTRESS SHALL BE RELEASED IN A MANNER THAT WILL MINIMIZE ECCENTRICITY.

THE CONCRETE SHALL BE THOROUGHLY CONSOLIDATED BEFORE GIVING TOPS OF BEAMS A SURFACE TEXTURE AS SPECIFIED IN ARTICLE 708.03.7 OF THE STANDARD SPECIFICATIONS, EXCEPT THAT GROOVING OR TINTING OF THE SURFACE WILL NOT BE REQUIRED.

PRESTRESSING TENDONS SHALL BE UNCOATED, SEVEN-WIRE, LOW-RELAXATION, STEEL STRAND OF NOMINAL 1/2" DIAMETER, AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION A416, GRADE 270.

STRANDS SHALL BE TENSIONED TO THE INITIAL PRESTRESS FORCE AS SHOWN IN THE DATA TABLE. DEFLECTED STRANDS MAY BE STRESSED IN THE DRAPED POSITION, OR STRAIGHT STRANDS MAY BE PARTIALLY STRESSED AND THEN LIFTED OR DEPRESSED INTO POSITION. THE METHOD CHOSEN SHALL BE EXECUTED IN A MANNER TO ASSURE THAT BOTH ENDS OF ALL STRANDS IN THE BEAM ARE UNIFORMLY TENSIONED.

ALL METHODS EMPLOYED AND PROCEDURES TO BE FOLLOWED IN TENSIONING THE STRANDS SHALL BE SUBJECT TO THE ENGINEER'S APPROVAL.


REFORMED STEEL REINFORCING BARS SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION A615 OR A617, GRADE 60, EXCEPT THAT BENT SHEAR REINFORCEMENT BARS SHALL CONFORM TO GRADE 40 OR 60.

STRUCTURAL STEEL FOR ANGLES, BARS, AND BEARING PLATES SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION A36.

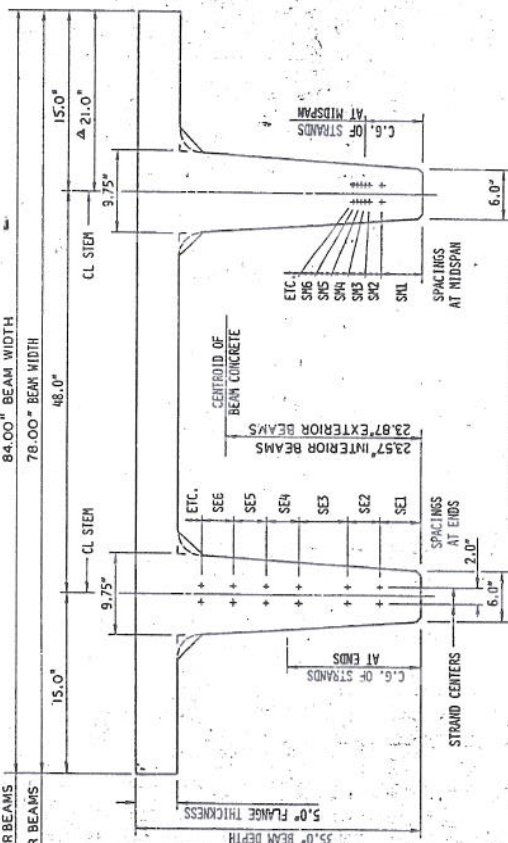
ALL STRUCTURAL STEEL SHALL BE GALVANIZED OR AS AN ALTERNATE, BLAST CLEANED TO A NEAR WHITE FINISH AND GIVEN A MIL DRY-FILM THICKNESS OF INORGANIC ZINC-SILICATE PRIMER.

EXTREME CARE SHALL BE EXERCISED IN LIFTING, HANDLING AND STORING THE PRESTRESSED BEAMS TO PREVENT CRACKING OR DAMAGE. BEAMS SHALL BE LIFTED BY BEAMS OF THE DEVICES PROVIDED, OR OTHERS OF APPROVED DESIGN, AND SHALL BE MAINTAINED IN AN UPRIGHT POSITION AND SUPPORTED NEAR THE ENDS AT ALL TIMES. PROPER SUPPORT BEARINGS SHALL BE USED TO AVOID THISTING OF THE BEAMS.

AT OUTSIDE FLANGE OF EXTERIOR BEAMS

NEBRASKA DEPARTMENT OF ROADS BRIDGE DIVISION	STATE ROAD TUCUMSEH - WEST	SKEW 0°
	HWY. NO. S.136	DESIGN 1515 44'
REF. POST	COUNTY JOHNSON	ROADWAY 24' 4"
		STA. 7003 + 79.00
DATA FOR 35-INCH DEPTH BY 78.00-INCH WIDTH PRESTRESSED CONCRETE DOUBLE TEE		
DESIGNED BY CALW.	BRIDGE ENGINEER	
CHECKED BY A.E.	<i>James D. Peterson</i>	
DATE	PROJECT NUMBER	SPECIAL PLAN NO.
JUNE, 1991	F-136 - 7	3

PROPERTIES OF DOUBLE TEE BEAM			
	WEIGHT PER FOOT (LBS)	AREA OF SECTION (SQ. IN)	BOTTOM TO CENTROID (IN.)
INTERIOR BEAMS	898	862.5	23.57
EXTERIOR BEAMS	930	892.5	23.87



SECTION OF DOUBLE TEE AS USED FOR DESIGN

BEAM DETAILS, BRIDGE RAIL AND MISCELLANEOUS DETAILS APPEAR ON OTHER SHEETS.

PRESTRESSED CONCRETE DESIGN CRITERIA

THE DESIGN CRITERIA FOR PRECAST, PRESTRESSED DOUBLE TEE BEAMS ARE INTENDED TO BE IN COMPLIANCE WITH THE THIRTEENTH EDITION OF AASHTO'S STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES* AND SUBSEQUENT INTERIMS THROUGH 1985.

DESIGN VALUES USED WERE AS FOLLOWS:
BEAM CONCRETE STRENGTHS AS SHOWN IN DATA TABLE

ULTIMATE STRENGTH OF PRESTRESSING STEEL = 270 KSI OR 41,300 LBS PER STRAND

YIELD STRENGTH OF BENT SHEAR REINFORCEMENT = 40 KSI
LOAD COEFFICIENT, BETA = 1.80

UNIFORM DEAD LOADS:
SELF WEIGHT OF BEAM = 898 LBS/FT INTERIOR BEAMS

LIVE LOAD - HS IS WITH IMPACT

PRESTRESS LOSSES AS PER AASHTO ARTICLE 9.16.2.1,
FOR LOW-RELAXATION STRANDS

STRAND PATTERNS WERE CHOSEN TO AVOID TENSION IN THE TOP OF THE BEAMS UNDER LONG TERM DEAD LOAD PRIOR TO FUTURE SURFACING.

PERCENTAGES OF THE STRAND PATTERNS WERE ADJUSTED SO THAT UNALLOWABLE CONCRETE STRESSES WERE NOT EXCEEDED AT ANY TENTH-POINT OF THE BEAMS AT TRANSFER AND AT SERVICE LOAD (WITH OR WITHOUT

FUTURE SURFACING), WHILE ALSO PROVIDING THE REQUIRED ULTIMATE FLEXURAL STRENGTH.

100

100

Roadway Design - Principal Controlling Design Criteria ⁽¹⁾

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

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

(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 ☐

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

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

Bridge Data Sheet

(Bridge to Bridge)

STRUCTURE NO:	DATE:
USGS DATUM:	COUNTY: Lancaster
DELTA DATUM: ft.	SECTION / T N R E

SITE DESCRIPTION & DISPOSITION

DESIGN REOCCURRENCE INTERVAL FOR PROPOSED STRUCTURE:

YEARS

Update Now

EXISTING STRUCTURE

ORIGINAL PLAN:	Q(OVERTOPPING) = Q(): cfs
ORIGINAL PLAN YEAR:	Q(0) D/S W.S. ELEV.: cfs
OTHER PLAN:	Q(0) U/S W.S. ELEV.: cfs
OTHER PLAN YEAR:	V(0): fps
TYPE:	Q100 DOWNSTREAM W.S. ELEV.: ft.
SKEW: °	Q100 UPSTREAM W.S. ELEV.: ft.
CLEAR ROADWAY WIDTH: ft.	LOW STRUCTURE ELEVATION: ft.
LENGTH: ft.	LOW DECK ELEVATION: ft.
SPAN NO.1: ft.	LOW ROAD ELEVATION: ft.
SPAN NO.2: ft.	
SPAN NO.3: ft.	

PROPOSED STRUCTURE

TYPE:	Q(OVERTOPPING): cfs
SKEW: °	Q(0): cfs
CLEAR ROADWAY WIDTH: ft.	Q(0) D/S W.S. ELEV.: ft.
LENGTH: ft.	Q(0) U/S W.S. ELEV.: ft.
SPAN NO.1: ft.	V(0): fps
SPAN NO.2: ft.	Q(0) LOCAL SCOUR: ft.
SPAN NO.3: ft.	Q(0) GENERAL SCOUR: ft.
ABUTMENT TYPE:	CRITICAL BERM ELEV.: ft.
PIER TYPE:	LOW DECK ELEVATION: ft.
WING TYPE:	LOW ROAD ELEVATION: ft.
RAIL TYPE: Choose an item.	LOW STRUCTURE ELEVATION: ft.
RAIL HEIGHT: Choose in.	BOTTOM OF ABUTMENT CONC. ELEV.: ft.
DECK MEMBRANE W/ ASPHALT O.L.: No	BOTTOM OF PIER CONCRETE ELEV.: ft.

GRADE

FREEBOARD REQUIRED: ft.	GRADE RAISE REQUIRED: ft.
-------------------------	---------------------------

DESIGN HYDRAULIC DATA - PRELIMINARY

STREAM:	Q(100): cfs
CONTRIBUTING DRAINAGE AREA: ac.	Q(100) (BRIDGE BASE FLOOD): cfs
DIRECTION OF FLOW:	Q(500): cfs
DOWNSTREAM FLOODWAY W.S. ELEV. (FIS): ft.	Q(100) LOCAL SCOUR: ft.
UPSTREAM FLOODWAY W.S. ELEV. (FIS): ft.	Q(100) GENERAL SCOUR: ft.
Q(100) DOWNSTREAM W.S. ELEV.: ft.	Q(100) SCOUR ELEVATION: ft.
Q(100) UPSTREAM W.S. ELEV.: ft.	Q(500) SCOUR ELEVATION: ft.
FEMA FLOODPLAIN CLASSIFICATION : Choose an item.	Q(OHW) = Q(2): cfs
	Q(2) D/S W.S. ELEV.: ft.

CHANNEL SHAPING

TOP OF ABUTMENT BERM GROUND ELEV: ft.	RIP RAP TYPE: B
EXTENTS OF RIP RAP LEFT OF CL RDWY.: ft.	RIP RAP DEPTH: ft.
EXTENTS OF RIP RAP RIGHT OF CL RDWY.: ft.	

TRAFFIC OPTIONS

UNDER TRAFFIC: No	DETOUR: Choose an
-------------------	-------------------

COMMENTS

Exhibit "I" - Plan Assembly

June 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...	Large Scale Plans: 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...	Bridge Plans: Bridge Mile Post ###.##, Bridge Approach Slab, Paving Section.
Ex. (see subjects next pg)	S1 – S...	Special Plans: Bridge designed Reinforced Conc. Box Culvert Splash Basin
Ex. (see subjects next pg)	T1 – T...	Special Plans: Roadways Design designed 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 "I" - 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 "J" - 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.)	
TOTAL					0.00	
Computed By:			Date:		Checked By:	
					Date:	

Exhibit "K" - 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
Part X - (X-XXX)					
Group 1 - Grading					
	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	\$ -	\$ -
Total Group 1					\$ -
Group 4 - Culverts					
	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	\$ -	\$ -
Total Group 4					\$ -

Exhibit "K" - 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
Group 5 - Landscaping					
	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.	\$ -	\$ -
Total Group 5					\$ -
Group 6 - Bridge					
	Preparation of Bridge	0	Each	\$ -	\$ -
	Remove Structure at Sta. XX+XX.XX	0	Each	\$ -	\$ -
	Abutment 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	\$ -	\$ -
Total Group 6					\$ -
Group 7 - Guardrail					
	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	\$ -	\$ -
Total Group 7					\$ -
Group 9 - Bituminous					
	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	\$ -	\$ -
Total Group 9					\$ -

Exhibit "K" - 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
Group 10 - General					
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	\$ -	\$ -
Total Group 10					\$ -
TOTAL PART X - (X-XX)					\$ -

Exhibit "L" - Certification of Compliance

*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



JANUARY 1, 2019

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

ACTUAL HOUR BASIS

Project Managers:	\$145.00	-	\$265.00
Project Engineers/Architects:	\$125.00	-	\$210.00
Project Engineers (E.I.):	\$96.00	-	\$120.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75.00	-	\$155.00
Office/Administrative:	\$85.00	-	\$120.00
Principals:	\$180.00	-	\$275.00

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.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/01/2019

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).

PRODUCER INSPRO Insurance P.O. Box 336 Wahoo, NE 68066 402 443-3742	CONTACT NAME: Dee Kabourek PHONE (A/C, No, Ext): 402 443 3742 FAX (A/C, No): 402 443 3571 E-MAIL ADDRESS: dkabourek@insproins.com INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED JEO Consulting Group, Inc. P.O. Box 207 Wahoo, NE 68066	NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	P630382R7536	09/01/2019	09/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	x	x	8104N178342	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	x	x	CUP7J603455	09/01/2019	09/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		x	UB4J623381	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			105368866	11/28/2018	11/28/2019	\$3,000,000 ea claim \$3,000,000 all claims \$100,000 deduct.

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.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission. 555 South 10th ST Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: UB-4J623381-19-43-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 04 00 - 001	PARTICIPATING ENDORSEMENT - WISCONSIN
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 A - 001	NOTIFICATION OF CHG IN OWNR 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 A1 00 - 001	NOTICE OF CANCELTION
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 05 04 02 00 - 001	COLORADO CLASSIFICATION ENDORSEMENT
WC 15 04 01 A - 001	KANSAS FINAL PREMIUM ENDORSEMENT
WC 15 06 01 A - 001	KANSAS CANCELTION AND NONRENEWAL ENDT.
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 CANCELTION 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
WC 48 06 01 C - 001	WISCONSIN LAW ENDORSEMENT
WC 48 06 06 B - 001	WISCONSIN CANCELTION AND NON RENEWAL
WC 99 03 J9 00 - 001	KS WAIVER OF OUR RIGHT TO RECOVER

POLICY NUMBER: UB-4J623381-19-43-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: 810-4N178342-19-43-G

EFFECTIVE DATE: 09/01/2019

ISSUE DATE: 08/14/2019

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 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T3 02 07 86	CALCULATION OF PREMIUM - COMPOSITE RATES
IL T8 25	CALCULATION OF PREMIUM - COMPOSITE RATES

COMMERCIAL AUTO

CA T0 01 02 15	BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA T0 03 02 15	BUS AUTO COV PART DECLARATIONS-4&5
CA T0 30 02 16	BUSINESS AUTO/MC COV PART-UM SUPPL SCHD
CA T0 31 02 15	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA 01 56 11 13	NEBRASKA CHANGES
CA 01 60 10 13	IOWA CHANGES
CA 20 01 10 13	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE
CA 20 55 10 13	FELLOW EMPLOYEE COVERAGE
CA 21 12 10 13	IOWA UNINSURED AND UNDERINSURED MOTORIST COVERAGE
CA 21 70 10 13	NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS 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	POLLUTION LIAB-BROADENED COV FOR AUTO
CA T4 52 02 16	SHORT TERM HIRED AUTO - ADDITIONAL INSURED AND LOSS PAYEE
CA T4 59 02 15	AMENDMENT OF EMPLOYEE DEFINITION
CA T3 53 02 15	BUSINESS AUTO EXTENSION ENDORSEMENT
CA 02 21 12 17	NEBRASKA CHANGES - CANCELLATION
CA T4 45 04 09	LOSS PAYABLE CLAUSE

INTERLINE ENDORSEMENTS

IL T8 00 09 19	GENERAL PURPOSE ENDORSEMENT
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 05 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 76 09 08	IOWA CHANGES - CANCELLATION AND NONRENEWAL
IL T3 05 07 15	INSURER AMENDMENT ENDORSEMENT
IL T0 10 12 86	LENDER'S CERTIFICATE OF INSURANCE - FORM A

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

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

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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:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- 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:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- 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

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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-19

EFFECTIVE DATE: 09-01-19

ISSUE DATE: 08-14-19

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
PN U3 20 04 19	LIBERALIZATION LETTER-GL PRODUCT MODERN
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 00	GENERAL PURPOSE ENDORSEMENT
IL T8 03	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 02 06 19	KS CHANGES
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 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	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 D6 47 10 12	CONTRACTUAL LIABILITY - RAILROADS
CG 24 12 11 85	BOATS
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D3 79 02 19	XTEND END FOR ARCHITECTS, ENG & SURVEY
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 93 11 03	EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS
CG D3 91 08 13	EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS
CG D4 18 11 09	EXCL - PROF SERV - ARCHITECT/ENG/SURVEY
CG D4 21 07 08	AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS

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COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D7 76 01 16	UNMAN AIRCRFT EXCL-EX DESIG AIRCRFT & AI
CG D0 93 08 96	EXCL-COMPUTER SOFTWARE ERRORS & OMISSION
CG D1 42 02 19	EXCLUSION-DISCRIMINATION
CG D2 40 09 15	EXCLUSION -SILICA OR SILICA-RELATED DUST
CG T3 23 08 11	EXCL - AIRCRAFT PROD AND GROUNDING
CG F4 22 03 06	GOVERNMENTAL IMMUNITY ENDORSEMENT-IOWA

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM

INLAND MARINE

CM A0 28 08 96	IMPAK COVERAGE PART DECLARATIONS
CM T3 71 08 96	IM PAK COVERAGE SUMMARY
CM T0 28 08 96	IM PAK COV CONTRACTORS EQUIP SCHEDULE
CM T0 29 08 96	IM PAK COV SCHEDULED PROPERTY SCHEDULE
CM T0 11 08 05	TABLE OF CONTENTS
CM 00 01 09 04	COMMERCIAL INLAND MARINE CONDITIONS
CM T8 94 09 93	LOSS PAYABLE PROVISIONS
CM T1 43 08 96	IMPAK COVERAGE FORM
CM T3 98 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DIS
CM 01 25 07 00	NEBRASKA CHANGES-INTENTIONAL ACTS

INTERLINE ENDORSEMENTS

IL T3 68 01 15	FEDERAL TERRORISM RISK INS ACT DISCLOSE
IL T4 05 03 11	DESIGNATED ENTITY - CANC PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES CERTIFIED ACT OF TERRORISM
IL T3 82 05 13	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 05 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 25 11 13	COLORADO CHANGES - CIVIL UNION
IL 01 59 09 07	NE CHANGES-FRAUD OR MISREPRESENTATION
IL F0 49 09 07	NEBRASKA CHANGES ACTUAL CASH VALUE
IL T3 55 05 13	EXCLUSION OF CERTAIN COMPUTER LOSSES
IL T9 35 12 17	NE CHGES - CANCELLATION AND NONRENEWAL
IL T9 59 01 16	KS CHANGES-CONCEALMENT, MISREP OR FRAUD
IL T9 64 04 98	NEBRASKA CHANGES-APPRAISAL
IL T9 69 09 07	CO CHANGES CONCEAL MISREP OR FRAUD



POLICY NUMBER: P-630-382R7536-TIL-19

EFFECTIVE DATE: 09-01-19

ISSUE DATE: 08-14-19

POLICYHOLDER NOTICES

PN T6 14 11 09 IMP NOTICE TO IOWA POLICYHOLDERS-ACV

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:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

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. 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"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

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) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
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 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 the **DEFINITIONS** Section:
- "Incidental medical services" means:
- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. 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 any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

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

7. Subject to Paragraph 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 in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
 - b. "Personal and advertising injury" caused by an offense that is committed;
- subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

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