

ENGINEERING AGREEMENT

FOR

SURVEY, DESIGN, PLAN PREPARATION AND PERMITTING SERVICES

OF LANCASTER COUNTY BRIDGE K-121

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between the firm of **The Schemmer Associates, Inc.**, hereinafter referred to as the "**ENGINEER**", and **Lancaster County**, hereinafter referred to as the "**COUNTY**".

WHEREAS, the **COUNTY** desires to employ the **ENGINEER** to render professional engineering services and such other services as may be required and as hereinafter set forth in the scope of work for the **SURVEY, DESIGN, PLAN PREPARATION AND PERMITTING SERVICES** of County structure K-121 located 600 feet west of N. 98th Street along Adams Street in Section 11/14, Township 10 North, Range 7 East, of the 6th P.M., (see Exhibit "A" attached); and

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

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

I. SCOPE OF SERVICES

A. PRELIMINARY SURVEY

1. QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

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

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

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

2. SOFTWARE AND EQUIPMENT REQUIREMENTS

- a) All equipment and supplies required for the work will be provided by the **ENGINEER**.
- (1) The survey and data gathering equipment used by the **ENGINEER** must be capable of producing final survey and design files compatible with County's current version MicroStation.
- 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 CountyGrid).
- (1) In areas where a GPS signal cannot be obtained with certainty conventional methods shall be used.
- c) Reports and documents must be submitted in a form compatible with Microsoft Office and/or Adobe products unless otherwise directed.

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

- a) Horizontal control points limited to section corners and quarter section corners necessary to perform the survey work
- (1) Copies of section corner and quarter section corner reference ties
- (a) Also available at <https://lincoln.ne.gov.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) 100 ft. up and down roadway centerline from the centerline of the existing structure

- (2) 100 ft. left of centerline roadway for the project corridor
- (3) Channel flowlines and banks 200 ft. 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
- 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) Survey channel thalweg from the confluence with Stevens Creek to the outlet elevation of the existing culvert totaling approximately 3000 feet.

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) Control Point Tie Sheets for any newly established control points used in the performance of the survey
 - (g) Miscellaneous survey notes and any other information not included above
 - (h) Necessary revisions and/or verifications based on the **COUNTY'S** review comments.

- (i) Any other survey work deemed necessary by the **COUNTY** or the **ENGINEER** to complete designs, construction plans, right of way plans and other documents to be used for **COUNTY** projects.

B. HYDRAULIC DESIGN

1. QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

- a) Hydraulic design will consist of inputting the existing twin 9'x7' RCB into the computer software HY8 in order to analyze the outlet velocity and appropriate outlet erosion protection. The flowrates utilized will come from the effective Flood Insurance Study for this area.
- ~~b) 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.~~
- ~~c) The **ENGINEER** shall be familiar with Hydraulic design industry standards, Local, State and federal laws, regulations and policies that pertain to hydraulic design, and the standard practices used by the State of Nebraska Department of Transportation, and carry out the design work in accordance with them including:
 - ~~(1) 23 CFR 650A (Location and Hydraulic Design of Encroachments on Flood Plains)~~
 - ~~(2) Federal Highway Administration Publication No. FHWA-IP-90-017 (Hydraulic engineering Circular No. 18, Evaluating Scour at Bridges).~~
 - ~~(3) NDOT Drainage Design and Erosion Control Manual~~
 - ~~(4) NDOT Hydraulic Analysis Guidelines document.~~
 - ~~(5) NDOT Bridge Office Policies and Procedures Manual (BOPP)~~
 - ~~(6) NDOT 2007 Standard Specifications for Highway Construction~~
 - ~~(7) Nebraska Minimum Design Standards for New and Reconstructed Projects, 3R Standards (Resurfacing, Restoration and Rehabilitation) Nebraska Administrative Code Title 428 Rules and Regulations of the Board of Public Roads Classifications and Standards~~
 - ~~(8) Special Provisions and Specifications developed by NDOT's Bridge and Roadway Design Divisions~~~~

2. SOFTWARE AND EQUIPMENT REQUIREMENTS

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

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

- a) ~~Plans and/or field sketches of the existing structure~~
 - (1) ~~Available upon request~~
- b) ~~Historical as-built structure type information as documented in COUNTY maintained construction books~~
 - (1) ~~Available upon request~~
- c) ~~Historical site inspection photos of the existing structure~~
 - (1) ~~Available upon request~~
- d) ~~Utility Coordination after utilities are identified during the survey.~~

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

- a) ~~The ENGINEER will obtain the Stevens Creek Watershed Master Plan hydraulic analysis (Hydraulic Model) in HEC-RAS format from the City of Lincoln:~~
 - (1) ~~Flows calculated and published in the "Lancaster County Nebraska and Incorporated Areas" Flood Insurance Study will be utilized as the design flows for the project.~~
- b) ~~The ENGINEER will utilize the Hydraulic Model as follows:~~
 - (1) ~~The existing Hydraulic Model will be considered the duplicate effective hydraulic model.~~
 - (2) ~~A corrected effective model will be developed incorporating the updated survey including creek and culvert flowlines.~~
 - (3) ~~A proposed model will be developed with a twin 9 ft x 7 ft concrete box culvert which matches the size of the existing structure. The flowlines may be adjusted to match existing conditions.~~
 - (4) ~~An alternate proposed model will be developed to identify the culvert type and size based on current County, Lincoln and NDOT standards. Due to the nature of the funding, this alternate box culvert will be for information only. The ENGINEER will research controlling design criteria. Structure sizing shall be based on hydraulic requirements for storm recurrence intervals of 2, 5, 10, 25, 50, and 100 years.~~
 - (a) ~~The recurrence interval of the storm causing first overtopping the roadway shall be determined and reported upon as part of this analysis under both existing, proposed and alternate proposed conditions.~~
 - (5) ~~The ENGINEER shall complete an internal quality control review of the hydraulic evaluation(s).~~

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

- (1) ~~The ENGINEER will prepare a hydraulic memo in pdf format.~~

C. WETLAND DELINEATION, PRELIMINARY JURISDICTIONAL EVALUATION AND 404 PERMITTING (BY OTHERS)

D. PLAN PREPARATION

1. QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

- a) All work shall be completed by or under the direct supervision of a Nebraska licensed professional civil engineer experienced with all aspects of plan preparation and the standard practices used by

the State of Nebraska Department of Transportation related to the services to be provided under this agreement and carry out the drafting work in accordance with them

2. SOFTWARE AND EQUIPMENT REQUIREMENTS

- a) All CAD files submitted in a format compatible with the current version of MicroStation utilized by Lancaster County.
- b) Files shall be in conformance with NDOT's file naming conventions

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

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

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

- a) The **ENGINEER** will develop plans for both horizontal and vertical geometry and other incidental construction, complete with dimensions.
- b) The **ENGINEER** will draft and detail all plan sheets so as to accurately depict the intended construction and roadway design parameters.
- c) The **ENGINEER** will employ the use of standard details and associated drafting standards used by the Nebraska Department of Transportation to the greatest extent possible.
- d) The **ENGINEER** will analyze the geotechnical information available from the site as obtained from Lancaster County and provide opinion of existing soil conditions for the adequacy of a box culvert extension.
- e) The **ENGINEER** shall prepare Reinforced Concrete Box Culvert design per the following design standards and codes:
 - (1) AASHTO LRFD Bridge Design Specifications (Eight Edition)
 - (2) Nebraska Minimum Design Standards, Board of Public Roads Classifications and Standards 2016 (or latest edition).
 - (3) Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 (or latest edition)
 - (4) Nebraska Department of Transportation Bridge Office Policies and Procedures Manual. (BOPP Manual)
- f) The scope of services assumes approximately 6 feet of the existing box culvert will be removed and the twin 9'x7' RCB will be extended with a drop structure to match the downstream flowline of the channel.
- g) Supplementary details to be prepared and incorporated into the final plan set by the **ENGINEER** shall include:
 - (1) Bill of bars table
 - (2) Plan length determination of the CBC to the left and right of CL roadway
 - (3) Summary of CBC design quantities based on final design length
 - (4) Standard minimum riprap placement details (see Exhibit "K")
 - (5) Additional Riprap placement details at inlet and/or outlet of CBC, as required.
 - (a) Evaluation of the need for the placement of riprap beyond the end of the aprons shall be based on the as modeled entrance and exit velocity of the water in accordance with NDOT

Drainage and Erosion Control Manual, Exhibit 2.13

- The limits of the additional riprap armoring, when required, shall extend to (see Exhibit “K”):
 - 10 ft. upstream from end of apron along flow line at inlet
 - 20 ft. downstream from end of apron along flow line at outlet
 - Top of banks perpendicular to flow line
 - (b) Design and detailing of additional riprap armoring shall be considered “Additional Work and Related Services” and a Supplemental Agreement shall be required.
- h) The assembly and indexing of the project plans shall be consistent with the standard practice of the NDOT Roadway Design Division (see Exhibit “L”). Plan sheets may include but not be limited to:
- (1) Cover sheet (A#)
 - (a) Location map,
 - (b) Project authority
 - (c) Project environmental permits
 - (d) Applicable design standards
 - (e) Plans symbols/notations legend
 - (f) Seal(s) of authorizing **ENGINEER(s)**
 - (g) Sheet index (A#)
 - (h) Standard Plan listing
 - (i) Special Plan listing
 - (2) Typical cross-section sheet (B#)
 - (a) Typical roadway and ditch cross-sections through the area of improvement including cross-sections at any pipe culvert locations parallel to centerline of structure
 - (3) Summary of quantities sheet (C#)
 - (a) Item name, quantity, and unit that is in accordance with **NDOT** bid item standards
 - (4) General Notes Sheet (G#)
 - (a) Earthwork Data
 - (5) Roadway Plan and Profile Sheets (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) Existing Utility locates
 - (f) Right-of-Way property lines adjoin project limits of construction

- (g) Temporary and/or permanent easement
- (h) Structural data points for new structure including description, station, offset, Northing and Easting
- (i) Permanent signing and striping
- (6) 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)
- (7) Concrete Box Culvert Plans (R#)
- (8) Right-of-Way Plans (W#)
 - (a) Per NDOT format (assume 1 parcel)
- (9) 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
- (10) Lancaster County Standard Plans, as applicable
 - (a) Pipe Headwall
- (11) NDOT Standard Plans, as applicable
- (12) NDOT Special Plans, as applicable

- i) The **ENGINEER** will complete internal quality control review of plans.
- j) Adams Street is currently closed. Therefore, no traffic control plans or detours will be prepared.
- ~~k) The **ENGINEER** will provide the following environmental services related to the National Environmental Policy Act (NEPA) provisions:~~
 - ~~(1) Review the NEPA Documents for any commitments made that must be addressed during the design~~
 - ~~(2) Complete the Preliminary Waterway Permit Data Sheet form DR-290 for the project.~~
 - ~~(3) Calculate the wetland impacts based on a wetland delineation provided to the **ENGINEER**~~
 - ~~(4) Prepare the floodplain development permit and submit to the Lincoln/Lancaster County Building and Safety Department~~
 - ~~(5) Review Activity Checklists prepared by a NEPA consultant~~
 - ~~(6) Review the Green Sheets prepared by a NEPA consultant.~~

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

- a) The **ENGINEER** will Submit 30% plans to the **COUNTY** for review.
 - (1) The 30% plans represent the preliminary design of the project
 - (2) A plan-in-hand meeting will be organized. No NDOT plan-in-hand report will be developed. The meeting will be documented with meeting minutes. The plan-in-hand will 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.

- b) Upon incorporating review comments into the plan set the **ENGINEER** shall submit to the **COUNTY**:
- (1) 100% plans, each sheet bearing the signed and dated professional seal of the **ENGINEER** submitted electronically in 11x17 pdf format.
 - (2) Final cost estimates, design computations and any special provisions that may be required submitted electronically in a format compatible with Microsoft Office and/or Adobe products unless otherwise specified including:

E. ADDITIONAL WORK AND RELATED SERVICES

1. The **COUNTY** and the **ENGINEER** agree that a supplemental agreement shall be negotiated and entered into to provide the following services and any compensatory mitigation that may be required based on the final scope of the project. The **ENGINEER** shall bill the **COUNTY** at its standard billing rates as provided in Exhibit "O".
 - a) Apply for and obtain a U.S. Army Corps of Engineers Individual 404 Permit
 - b) Apply for and obtain a Construction Storm Water Notice of Intent (CSW-NOI) permit from the NDEQ
 - (1) Includes Preparation of a Storm Water Pollution Prevention Plan (SWPPP)
 - (a) The SWPPP must be developed using NDOT's SWPPP template that will be provided by the Roadside Stabilization Unit.
 - c) Wetland delineation and/or mitigation services or other specialized environmental consultation
 - d) Geological investigations and recommendations
 - e) 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
 - j) 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
 - 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) Utility Coordination

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 **August 2, 2019**. At this time the **ENGINEER** will forward all documentation required by this Agreement to the Lancaster **COUNTY ENGINEER** for review and approval

1. Progress completion schedule:

- a) Anticipated Notice to Proceed May 7, 2019
- b) Survey Complete..... May 20, 2019
- c) Preliminary Design Submittal..... June 7, 2019
- d) Plan-in-hand Meeting..... June 13, 2019
- e) 100% Design Submittal..... July 12, 2019

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

III. OWNERSHIP OF ENGINEERING DOCUMENTS

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

IV. ABANDONMENT, CHANGE OF SCOPE, SUSPENSION OR TERMINATION

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

V. GENERAL PROVISIONS

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

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

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

VI. FEES AND PAYMENTS

- A. In consideration of the performance of the services under this Agreement, the **ENGINEER** will be compensated by payment per standard hourly rates 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.

FEE (HOURLY NOT TO EXCEED COSTS) \$ 35,078

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

VII. INSURANCE

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

B. WORKERS' COMPENSATION

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

C. COMMERCIAL GENERAL LIABILITY

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

D. AUTOMOBILE LIABILITY

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

E. PROFESSIONAL LIABILITY

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

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

F. ADDITIONAL INSURED

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

G. CERTIFICATES

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

H. MINIMUM SCOPE OF INSURANCE

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

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

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

EXECUTED by the ENGINEER this 26 day of April, 2019

Signature

Doug Hoke

Schommer

Firm Name

134 S. 13th St. Suite 1100

Address

Lincoln

City

State

NE 68509

Zip

EXECUTED by the COUNTY this _____ day of _____, 20__

LANCASTER COUNTY BOARD OF COMMISSIONERS

Approved as to form

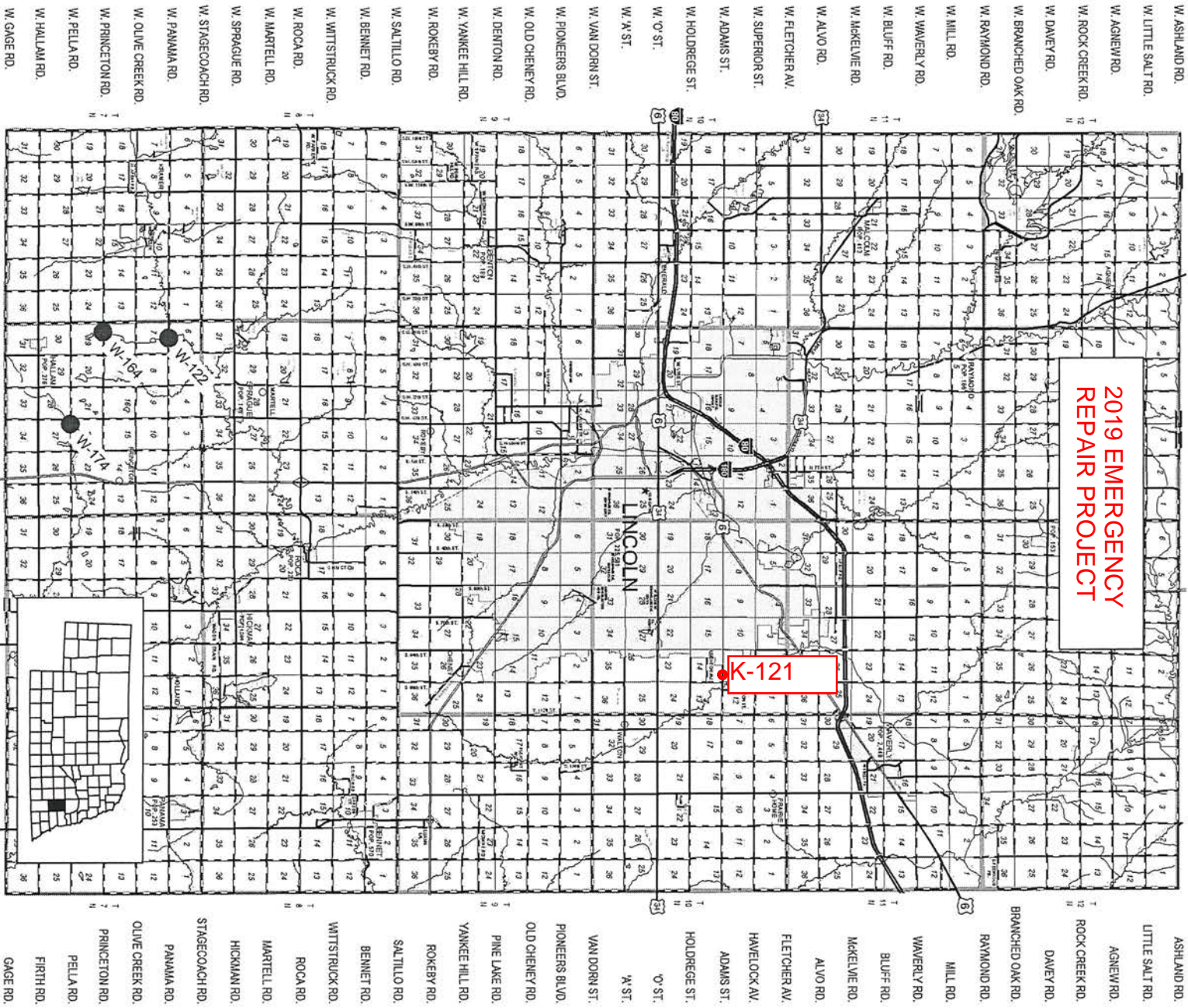
This _____ day of _____, 20__

Exhibit "A" - Project Sites Location Map

LANCASTER COUNTY, NEBRASKA

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

NO SCALE



- W. ASHLAND RD.
- W. LITTLE SALT RD.
- W. AGNEW RD.
- W. ROCK CREEK RD.
- W. DANEY RD.
- W. BRANCHED OAK RD.
- W. RAYMOND RD.
- W. MILL RD.
- W. WANDERLY 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. WITTSRUCK RD.
- W. ROCA RD.
- W. MARTELL RD.
- W. SPRAGUE RD.
- W. STAGECOACH RD.
- W. PANAMA RD.
- W. OLIVE CREEK RD.
- W. PRINCETON RD.
- W. BELLA RD.
- W. HALLAM RD.
- W. GAGE RD.

- SW 142ND ST.
- SW 126TH 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. 36TH ST.
- S. 54TH ST.
- S. 66TH ST.
- S. 82ND ST.
- S. 96TH ST.
- S. 110TH ST.
- S. 120TH ST.
- S. 134TH ST.
- S. 148TH ST.
- S. 162ND ST.
- S. 176TH ST.
- S. 190TH ST.

Frequently Asked Questions

Point Designation Code Identifiers

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

A = Township name for T-12-N, R-8-E
13 = Columns
J = Rows

- sur Corner position determined from Lancaster County survey data.
- psur Corner position determined from private surveyor data. *Use with caution!*
Location is not verified and monument may not exist.
- am Existing closing corner monument not actually on the standard parallel line. (Off-line monument – position determined by survey data from Lancaster County).
- cc Closing corner monument on standard parallel line. (On-line monument – position determined by survey data from Lancaster County).
- ccc Closing corner computed to be on the standard parallel line. No monument exists at this computed location. (Position determined by survey data from Lancaster County).

Point Annotation and Labeling

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



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

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

TOWNSHIP
I.D.

	R5E	R6E	R7E	R8E	
T13N	5	4	3	2	3rd STANDARD PARALLEL
T12N	D	C	B	A	
T11N	E	F	G	H	
T10N	M	L	K	J	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



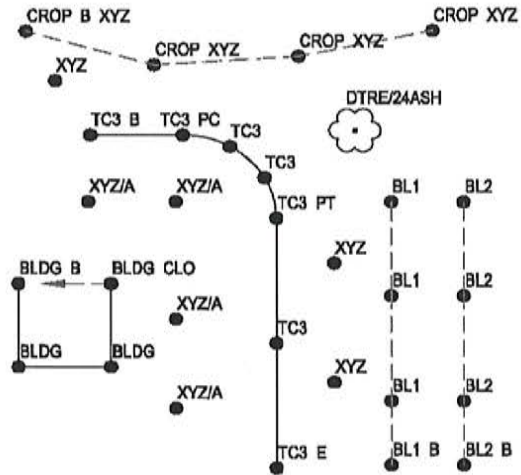
POINT CODE LIST

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

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

Code	Full name	Entity
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

Code	Full name	Entity
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

Code	Full name	Entity
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

Code	Full name	Entity
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

Code	Full name	Entity
UTILITIES - FUEL		
GPMP	GAS PUMP	Point
GPI	GAS PUMP ISLAND	2DPline
GTANK	GAS TANK	2DPline

Code	Full name	Entity
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	3DPlane
EAS	EDGE OF ASPHALT SHOULDER	3DPlane
EC	EDGE OF CONCRETE	3DPlane
ECS	EDGE OF CONCRETE SHOULDER	3DPlane
ED	EDGE OF DIRT	3DPlane
EG	EDGE OF GRAVEL	3DPlane
ER	EDGE OF ROCK	3DPlane
EW	EDGE OF WATER	3DPlane
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	3DPlane
HYD	FIRE HYDRANT	Point
FPOL	FLAG POLE	Point
FL	FLOW LINE	3DPlane
GMTR	GAS METER	Point
GPMP	GAS PUMP	Point
GPI	GAS PUMP ISLAND	2DPlane
GTANK	GAS TANK	2DPlane
GV	GAS VALVE	Point
GVT	GAS VENT	Point
GSGN	GAS WARNING SIGN	Point
CULV	GENERIC CULVERT	2DPlane
FEN	GENERIC FENCE	2DPlane
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	2DPlane
GUT	GUTTER	3DPlane
GUY	GUY ANCHOR	Point
GP	GUY POLE	Point
HDWL	HEADWALL	3DPlane
XY	HORIZONTAL ONLY SHOT	Point
INL	INLET	Point
IRR	IRRIGATION PIPE	2DPlane
PIVOT	IRRIGATION PIVOT	2DPlane
LSA	LANDSCAPE AREA	3DPlane
LWT	LAST WHEEL TRACK	2DPlane
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	2DPlane
OHP	OVERHEAD POWER LINE	2DPlane
OHT	OVERHEAD TELEPHONE CABLE	2DPlane
PS	PARKING STRIPE	2DPlane
DR	PAVED DRIVE	3DPlane
EGUN	PIVOT END GUN	Point
PP	POWER POLE	Point
PBX	POWER PULL BOX	Point
PRP	PROPERTY CORNER	Point
PVC	PVC CULVERT PIPE	2DPlane
RRMP	RAILROAD MILEPOST	Point
RRSB	RAILROAD SIGNAL BOX	Point
RRSW	RAILROAD SWITCH	Point
RRTIE	RAILROAD TIE	2DPlane
RR	RAILROAD TRACKS	2DPlane

Code	Full name	Entity
ALPHABETICAL LISTING - REINFORCED TO VINYL		
RCP	REINFORCED CONCRETE PIPE	2DPlane
RWAL	RETAINING WALL	3DPlane
RIP	RIP RAP	3DPlane
RISE	RISER	Point
ROW	ROW MARKER	Point
UGS	SANITARY SEWER	2DPlane
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	2DPlane
MHST	STORM SEWER MANHOLE	Point
STMP	STUMP	Point
TANK	TANK	2DPlane
MHT	TELEPHONE MANHOLE	Point
TPED	TELEPHONE PEDESTAL	Point
TSGN	TELEPHONE WARNING SIGN	Point
TC	TOP BACK OF CURB	3D & 2D
UGC	UNDERGROUND CABLE	2DPlane
UGE	UNDERGROUND ELECTRICAL	2DPlane
UGF	UNDERGROUND FIBER OPTIC CABLE	2DPlane
UGG	UNDERGROUND GAS LINE	2DPlane
UGS	UNDERGROUND SANITARY SEWER	2DPlane
UGT	UNDERGROUND TELEPHONE CABLE	2DPlane
UGW	UNDERGROUND WATER	2DPlane
VLT	VAULT	2DPlane
VENT	VENT	Point
FV	VINYL FENCE	2DPlane

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	3DPlane
FW	WOOD FENCE	2DPlane
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 "J" - 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 _____

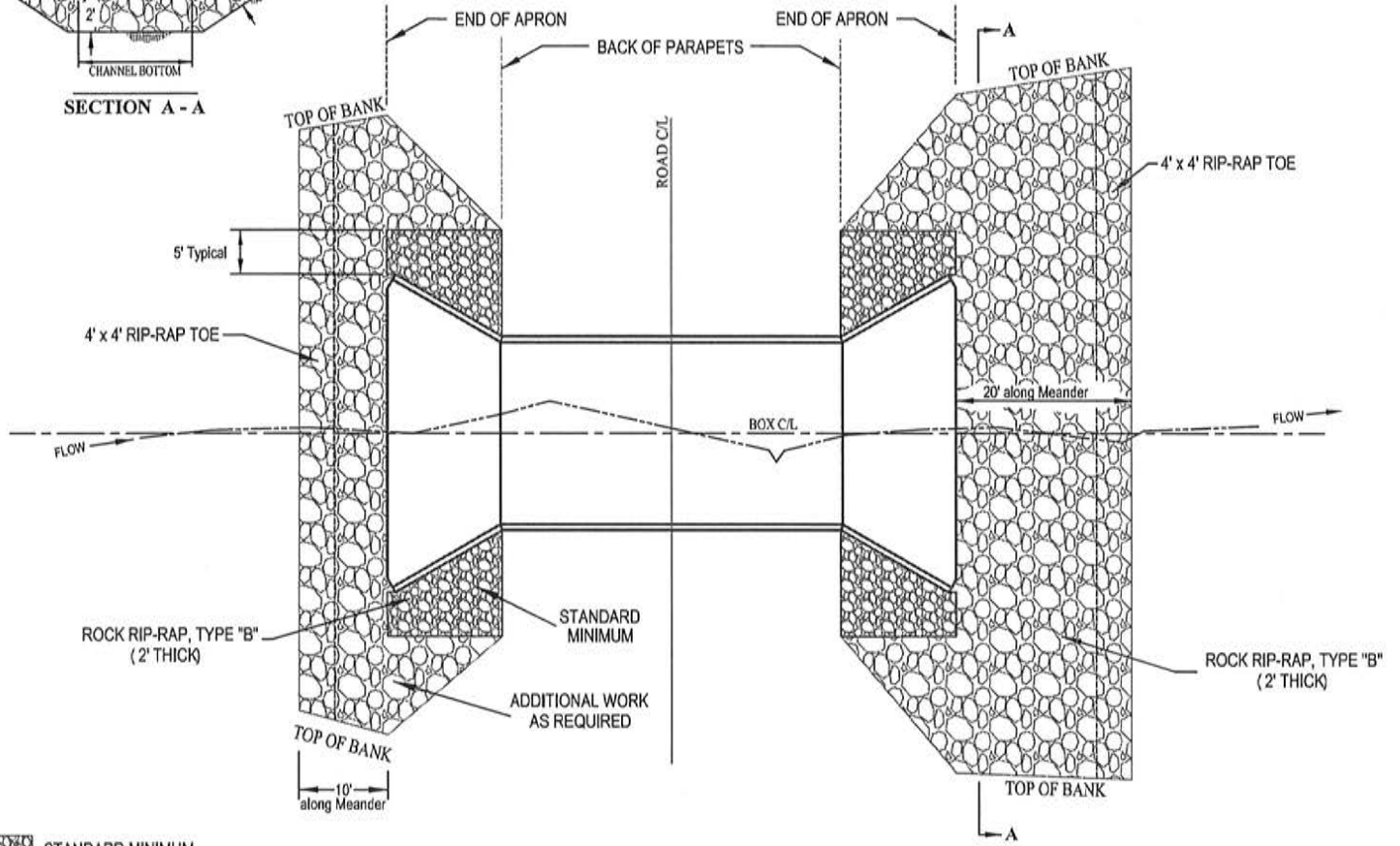
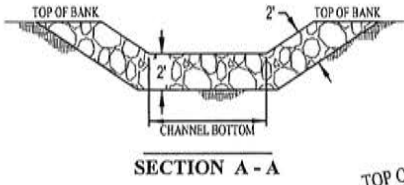
Highway Profile Change: Yes No



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

Exhibit "K" - CBC Rip-Rap Placement Details



-  STANDARD MINIMUM
-  ADDITIONAL WORK AS REQUIRED

CBC RIP-RAP DETAIL
 NOT TO SCALE
 LCED 8/2018

Exhibit "L" - 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 "L" - Plan Assembly

June 2018

Special plans Bridge division creates - use this typical order

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

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

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

Schedule of Hourly Rates

Effective January 1, 2019

Standard Rates	
Principal	\$ 225.00
Senior Project Manager	\$ 180.00
Project Manager	\$ 125.00
Senior Registered Architect	\$ 160.00
Registered Architect	\$ 135.00
Senior Design Architect	\$ 125.00
Architect	\$ 100.00
Interior Architect	\$ 95.00
Senior Registered Engineer	\$ 165.00
Registered Engineer	\$ 130.00
Senior Engineer E.I.	\$ 110.00
Engineer E.I.	\$ 95.00
Design Engineer	\$ 125.00
Design Technician II	\$ 105.00
Design Technician	\$ 85.00
CADD Technician	\$ 70.00
Senior Project Representative	\$ 130.00
Project Representative	\$ 95.00
Registered Land Surveyor	\$ 125.00
3 Man Survey Crew	\$ 205.00
2 Man Survey Crew	\$ 140.00
1 Man Survey Crew	\$ 95.00
Survey Party Chief	\$ 85.00
Survey Instrument Person	\$ 75.00
Field Technician IV	\$ 100.00
Field Technician III	\$ 85.00
Field Technician II	\$ 65.00
Field Technician I	\$ 55.00
Administrative Support	\$ 70.00

NOTE: Hourly rates are subject to change annually each January.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2019

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: PHONE (A/C, No. Ext): 402-861-7000		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Continental Casualty Co.			20443
INSURER B: National Fire Insurance Co of Hartford			20478
INSURER C: Continental Insurance Company			35289
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 2096088472

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	PMT6023928702	12/31/2018	12/31/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BUA6023928747	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUE6023928702	12/31/2018	12/31/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC6023928733	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Claims Made Basis Pollution Legal Liab			AEH288365469	12/31/2018	12/31/2019	\$3,000,000 \$3,000,000	Ea.Claim Aggregate

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

Lancaster County is included as additional insured to CGL as respects to any and all projects.
 Lancaster County is primary & noncontributory additional insured for general liability and auto liability if required by written contract executed prior to loss.
 Waiver of Subrogation applies for general liability, auto liability and workers compensation if required by written contract executed prior to loss.
 The policies have been endorsed to provide 30 days notice of cancellation, except for cancellation for nonpayment of premium, in which case 10 days notice of cancellation will be provided.

Cyber Coverage – Beazley Insurance Co. NAIC #37540. Policy #V1A8C3180301 term: 1/14/18-19 limits \$1,000,000

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County 555 South 10th Street 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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CANCELLATION AND NON-RENEWAL ENDORSEMENT – NEBRASKA

Wherever used in this endorsement: 1) Insurer means “we”, “us”, “our” or the “Company” as those terms may be defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) “Insureds” means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provisions in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

I. CANCELLATION

- A. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.
- B. If the policy has been in effect for sixty (60) days or less, it may be canceled for any reason. The Insurer may cancel the policy by mailing to the Named Insured written notice of cancellation, including the actual reason for the cancellation, within the first sixty (60) days. The Insurer must give written notice of cancellation to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of such cancellation. . If the Insurer cancels for non-payment of premium, notice of cancellation must be mailed at least ten (10) days prior to the effective date of such cancellation.
- C. If the policy has been in effect for sixty (60) days or more, it may be canceled for one of the following reasons:
 - 1. Non-payment of premium;
 - 2. Material misrepresentation on the application;
 - 3. Any insured violated the terms and conditions of the policy;
 - 4. The risk originally accepted has measurably increased;
 - 5. Any insured has submitted a fraudulent claim;
 - 6. If the Insurer loses its reinsurance on the risk;
 - 7. Determination by the Director that continuation of the policy could violate Nebraska’s Insurance Laws.

Written notice of cancellation will be mailed via certified or registered mail to the Named Insured at least sixty (60) days prior to the effective date of such cancellation. If the Insurer cancels for non-payment of premium, notice of cancellation must be mailed at least ten (10) days prior to the effective date of such cancellation. All notices will state the reason for cancellation.

- D. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

II. PREMIUM REFUND

If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

Form No: CNA62814NE (09-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 1; Page: 1 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6023928702

Policy Effective Date: 12/31/2018

Policy Page: 45 of 54



III. NON-RENEWAL

- A. The Insurer can non-renew the policy by mailing written notice to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days prior to the effective date of non-renewal.
- B. The notice of non-renewal will state the actual reason for non-renewal.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA62814NE (09-2012)

Endorsement Effective Date:

Endorsement No: 1; Page: 2 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: CUE 6023928702

Policy Effective Date: 12/31/2018

Policy Page: 46 of 54



LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE SCHEMMER ASSOCIATES, INC.

Endorsement Effective Date: 12/31/2018

SCHEDULE

Insurance Company: National Fire Insurance Company of Hartford

Policy Number: 6023928747

Effective Date: 12/31/2018

Expiration Date: 12/31/2019

Named Insured: THE SCHEMMER ASSOCIATES, INC.

Address: 1044 NORTH 115TH STREET
OMAHA, NE 68154

Additional Insured (Lessor):

Address:

Designation Or Description Of "Leased Autos":

Coverages	Limit Of Insurance
Liability	\$1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Refer to Declarations Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Refer to Declarations Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Form No: CA 20 01 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6023928747

Policy Effective Date: 12/31/2018

Endorsement No: 6; Page: 1 of 2

Policy Page: 44 of 120

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606



A. Coverage

1. Any "**leased auto**" designated or described in the Schedule will be considered a covered "**auto**" you own and not a covered "**auto**" you hire or borrow.
2. For a "**leased auto**" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "**insured**" the lessor named in the Schedule. However, the lessor is an "**insured**" only for "**bodily injury**" or "**property damage**" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "**employees**" or agents; or
 - c. Any person, except the lessor or any "**employee**" or agent of the lessor, operating a "**leased auto**" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "**leased auto**" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "**loss**" to a "**leased auto**".
2. The insurance covers the interest of the lessor unless the "**loss**" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"**Leased auto**" means an "**auto**" leased or rented to you, including any substitute, replacement or extra "**auto**" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Form No: CA 20 01 10 13

Endorsement Effective Date:

Endorsement No: 6; Page: 2 of 2

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: BUA 6023928747

Policy Effective Date: 12/31/2018

Policy Page: 45 of 120



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: THE SCHEMMER ASSOCIATES, INC.

Policy No: 6023928716

Endorsement No: 6

Effective Date: 12/31/2018

20020001660239287169766





Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE SCHEMMER ASSOCIATES, INC.

Endorsement Effective Date: 12/31/2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6023928747

Policy Effective Date: 12/31/2018

Policy Page: 43 of 120



or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

Form No: CNA75504XX (03-2015)

Policy Page: 21 of 32

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6023928702

Policy Effective Date: 12/31/2018

Policy Page: 33 of 54



Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	City of Lincoln/Lancaster County; Bob Walla Purchasing agent
Address:	440 S. 8th Street, Ste 200 Lincoln NE 68508

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020001660239287169793





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

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 23928733

Policy Effective Date: 12/31/2018

Policy Page: 30 of 47



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY A WRITTEN CONTRACT TO NAME AS AN "ADDITIONAL INSURED".
CITY OF GRAND ISLAND, NEBRASKA
OLSSON ASSOCIATES, INC.
CITY OF LINCOLN / LANCASTER COUNTY; BOB WALLA, PURCHASING AGENT
NAGEL ARCHITECTS & ENGINEERS
KINGERY CONSTRUCTIONS CO.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 17; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6023928747

Policy Effective Date: 12/31/2018

Policy Page: 71 of 120



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or





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- 2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

4. BOATS

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured's inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:



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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses of any natural person Insured or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided, however, that the spouse of a natural person Named Insured, and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
2. All medical expenses under Coverage C,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. Damages under Coverage B, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and



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B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;



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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

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

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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**Architects, Engineers and Surveyors General Liability
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A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:
Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:



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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

- 2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.

B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



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- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

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This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.