



Board of County Commissioners

Eva J. Henry - District #1

Charles "Chaz" Tedesco - District #2

Emma Pinter - District #3

Steve O'Dorisio - District #4

Lynn Baca - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

**Tuesday
October 18, 2022
9:30 AM**

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOTION TO APPROVE AGENDA**
- 4. AWARDS AND PRESENTATIONS**
 - A.** Employees of the Season Award Presentation
 - B.** Proclamation of October 2022 as Code Compliance Officers Month
 - C.** Foster Source Plaque Presentation for the Foster Care License Plate Bill Appreciation
- 5. PUBLIC COMMENT**

A. Citizen Communication

During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** Minutes of the Commissioners' Proceedings from October 11, 2022
- B.** Resolution Adopting the 2021 and 2022 Certificate of Insurance Documents for the Disability Insurance Policy and Life and Accidental Death and Dismemberment (ADD) Policy
- C.** Resolution Approving Marathon Health as the New Employee Health Clinic Operator
- D.** Resolution Approving Master Agreement and Scope of Work between Adams County and Ogilvy Group, LLC
- E.** Resolution Adopting Hearing Officer's Recommendations for Decision Regarding Property Tax Abatement Petitions
- F.** Resolution Approving Memorandum of Understanding between Adams County and CoreCivic, Inc. for Facility Payments for the 2022-2023 State Fiscal Year
- G.** Resolution Approving Memorandum of Understanding between Adams County and Intervention Community Corrections Services for Facility Payments for the 2022-2023 State Fiscal Year
- H.** Resolution Approving the Canal Crossing Agreement between Adams County and Farmers Reservoir and Irrigation Company for the Harvest Road South Culvert at the East Burlington Extension Ditch
- I.** Resolution Approving the Canal Crossing Agreement between Adams County and Farmers Reservoir and Irrigation Company for the Harvest Road North Culvert at the East Burlington Extension Ditch
- J.** Resolution Accepting a Personal Representative's Deed from Carol Ann Price as Personal Representative of the Estate of Charles William Weinberg to Adams County for Right-of-Way Purposes
- K.** Resolution Accepting a Grant of Easement from Gates and Rymph Inc. to Adams County for the Colorado Agricultural Ditch
- L.** Resolution Accepting Warranty Deed Conveying Property from Gates and Rymph Inc. to Adams County for Right-of-Way Purposes

7. NEW BUSINESS

- A. COUNTY MANAGER**
- B. COUNTY ATTORNEY**

8. EXECUTIVE SESSION

- A.** Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instrucing Negotiators Regarding Union

9. LAND USE HEARINGS

- A. Cases to be Heard**

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

Proclamation

“Code Compliance Officers Month”

October 2022

Whereas, Adams County Code Compliance Officers are dedicated, well trained and highly qualified professionals who are committed to improving neighborhoods in the course of their daily duties; and,

Whereas, Code Compliance Officers share the goals of preventing neighborhood deterioration, enhancing and ensuring safety, and preserving property values through knowledge and application of housing, zoning, and nuisance codes and ordinances; and,

Whereas, Code Compliance Officers are called upon to provide quality customer service and excellence to the residents and businesses of the communities in which they serve; and,

Whereas, Code Compliance Officers often have a highly visible role in the communities they serve and regularly interact with a variety of state officials, county officials, first responders, legislative boards, commissions, and agencies; and,

Whereas, Adams County wants to recognize and honor Code Compliance Officers and Professionals and bring awareness to the importance of Code Compliance to the community.

Now Therefore, Be It Resolved, that the Board of Commissioners, of the County of Adams, State of Colorado, proclaims the month of October 2022 as

“Code Compliance Officers Month”

and encourages our residents to join with their communities in celebrating the individuals who serve as our Code Compliance Officers.

In witness whereof, we have set our hands and caused the seal of the county to be affixed October 18, 2022.



**Board of County Commissioners
Minutes of Commissioners' Proceedings**

**Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Dorisio - District #4
Lynn Baca - District #5**

**Tuesday
October 11, 2022
9:30 AM**

1. ROLL CALL

Present: 5 – Commissioner Henry, Commissioner Tedesco, Commissioner Pinter,
Commissioner O'Dorisio, Commissioner Baca

Excused: 0 –

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

**A motion was made by Steve O'Dorisio, seconded by Emma Pinter, that
this Agenda be approved. The motion carried by the following vote:**

Aye: 5 – Commissioner Henry, Commissioner Tedesco, Commissioner Pinter,
Commissioner O'Dorisio, Commissioner Baca

Nay: 0 –

4. AWARDS AND PRESENTATIONS

- A.** Proclamation of October 2022 as Domestic Violence Awareness Month
- B.** Proclamation of October 2022 as Global Diversity Awareness Month
- C.** Proclamation of October 2022 as National Disability Employment Awareness Month

5. PUBLIC COMMENT

6.A

A. Citizen Communication

During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of September 13-23, 2022
- B.** Minutes of the Commissioners' Proceedings from September 27, 2022
- C.** Resolution Approving Right-of-Way Agreement between Adams County and Center Land Company for Property Necessary for the ADA Transition Area III – Steele Street Improvements Project in the Amount of \$55,095.00
- D.** Resolution Approving the Amendment to the Flexible Benefits Plan
- E.** Resolution Approving Right-of-Way Agreement between Adams County and KLZ Radio Inc. for Property Necessary for the York Street Roadway and Drainage Improvements Project from East 78th Avenue to East 88th Avenue
- F.** Resolution Adopting Amendments to Adams County's Group Agreements with Kaiser Permanente
- G.** Resolution Adopting Amendments to Adams County's Contracts with UnitedHealthcare Services
- H.** Resolution Approving a Memorandum of Understanding Between Adams County and Colorado Coalition For The Homeless
- I.** Resolution Appointing Erika Manuel to the Workforce Development Board as a Business Sector/Healthcare Representative
- J.** Resolution Approving Amendment Three to the Agreement between Adams County and GMCO Corporation, in the Amount of \$5,892.19, for Fugitive Dust Chloride Abatement
- K.** Resolution Approving Change Order One (Amendment One) to the Agreement between Adams County and A-1 Chipseal Company in the Amount of \$19,594.40, for the 2022 Seal Program
- L.** Resolution Approving Amendment Two to the Agreement between Adams County and Growing Home in the Amount of \$1,194,839.65, for Housing and Homeless Prevention Services

A motion was made by Steve O'Dorisio, seconded by Emma Pinter, that

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this Consent Calendar be approved. The motion carried by the following vote:

Aye: 5 – Commissioner Henry, Commissioner Tedesco, Commissioner Pinter,
Commissioner O'Dorisio, Commissioner Baca

Nay: 0 –

7. NEW BUSINESS

A. COUNTY MANAGER

1. County Manager's Recommended 2023 Adams County Budget
2. Resolution Authorizing the Creation of a Public Health Department Fund to Account for Revenues and Expenditures for the Adams County Health Department

A motion was made by Emma Pinter, seconded by Steve O'Dorisio, that this Resolution be approved. The motion carried by the following vote:

Aye: 5 – Commissioner Henry, Commissioner Tedesco,
Commissioner Pinter, Commissioner O'Dorisio,
Commissioner Baca

Nay: 0 –

3. Resolution Approving an Agreement between Adams County and Shiloh Home Inc., in the Amount Not to Exceed \$652, 323.00, for Guaranteed Beds

A motion was made by Charles "Chaz" Tedesco, seconded by Emma Pinter, that this Resolution be continued. The motion carried by the following vote:

Aye: 5 – Commissioner Henry, Commissioner Tedesco,
Commissioner Pinter, Commissioner O'Dorisio,
Commissioner Baca

Nay: 0 –

4. Resolution Approving Amendment Two to an Agreement Adams County and the Brendle Group, Inc., in the Amount of \$220,000.00, for Sustainability Planning Services

A motion was made by Steve O'Dorisio, seconded by Emma Pinter, that this Resolution be approved. The motion carried by the following vote:

Aye: 5 – Commissioner Henry, Commissioner Tedesco,

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Commissioner Pinter, Commissioner O'Dorisio,
Commissioner Baca

Nay: 0 –

5. Resolution Approving an Agreement between Adams County and Epic Aviation, LLC in the Amount of \$4,992,761.80, to Provide Aviation Fuel (Jet A) And Avgas (100LL)

A motion was made by Steve O'Dorisio, seconded by Charles "Chaz" Tedesco, that this Resolution be approved. The motion carried by the following vote:

Aye: 5 – Commissioner Henry, Commissioner Tedesco,
Commissioner Pinter, Commissioner O'Dorisio,
Commissioner Baca

Nay: 0 –

B. COUNTY ATTORNEY

8. EXECUTIVE SESSION

- A. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Olguin Case

A motion was made by Steve O'Dorisio, seconded by Emma Pinter, that this Executive Session be approved. The motion carried by the following vote:

Aye: 5 – Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, Commissioner Baca

Nay: 0 –

- B. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the Purpose of Instructing Negotiators Regarding Economic Development Opportunity

A motion was made by Lynn Baca, seconded by Steve O'Dorisio, that this Executive Session be approved. The motion carried by the following vote:

Aye: 5 – Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, Commissioner Baca

Nay: 0 –

9. LAND USE HEARINGS

A. Cases to be Heard

1. PRC2021-00006 Ascent Drive Resort – Continued

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A motion was made by Steve O'Dorisio, seconded by Emma Pinter, that this Land Use Case be continued to October 25, 2022 The motion carried by the following vote:

Aye: 5 – Commissioner Henry, Commissioner Tedesco,
Commissioner Pinter, Commissioner O'Dorisio,
Commissioner Baca

Nay: 0 –

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 18, 2022
SUBJECT/TITLE: Resolution Adopting the 2021 and 2022 Certificate of Insurance Documents for the Disability Insurance Policy and Life and Accidental Death and Dismemberment (ADD) Policy
FROM: Cindy Bero
AGENCY/DEPARTMENT: People & Culture Services
HEARD AT STUDY SESSION ON: September 21, 2021
RECOMMENDED ACTION: That the Board of County Commissioners approve the 2021 and 2022 life/ADD, short-term disability and long-term disability certificates of insurance from The Hartford for the employee benefit plans.

BACKGROUND:

The Board of County Commissioners previously approved moving employee life, ADD, STD and LTD benefits from Unum to The Hartford during study session for 2021 and 2022 is a continuation of these plans.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

People and Culture Services, County Manager's Office, Budget Office and County Attorney's Office.

ATTACHED DOCUMENTS:

Resolution
 Certificate of Insurance (Life/AD&D) 2021
 Certificate of Insurance (Life/ADD) 2022
 Certificate of Insurance (STD and LTD) 2021
 Certificate of Insurance (STD and LTD) 2022
 Approval from County Attorney's Office

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ADOPTING THE 2021 AND 2022 CERTIFICATE OF INSURANCE
DOCUMENTS FOR THE DISABILITY INSURANCE POLICY AND LIFE AND
ACCIDENTAL DEATH AND DISMEMBERMENT (ADD) POLICY

The Board of County Commissioners previously entered into a contract with The Hartford Life and Accident Insurance Company (“Hartford”), to provide a Life/AD&D and Disability Group Insurance Policy for all benefit-eligible employees; and,

WHEREAS, the Hartford has been providing group life, AD&D, short-term disability, and long-term disability for Adams County employees since January 1, 2021; and,

WHEREAS, the coverage was approved by the Board of County Commissioners on September 1, 2020 and September 21, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, County of Adams, State of Colorado, hereby adopts the attached Certificates of Insurance from The Hartford Life and Accident Insurance Company.

BE IT FURTHER RESOLVED, that the chair of the Board of County Commissioners is hereby authorized to execute said Certificates of Insurance on behalf of Adams County.

YOUR BENEFIT PLAN

COUNTY OF ADAMS

Maryland

The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

State Notices

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <https://www.thehartford.com/>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us as follows:

The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999
1-800-523-2233

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

We are providing notice that Hartford Life and Accident Insurance Company is subject to economic and trade sanctions laws and regulations. These laws and regulations, including the laws and regulations administered and enforced by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), prevent Hartford Life and Accident from providing coverage to, and from paying benefits to, entities and individuals where prohibited by applicable law. In addition, these laws and regulations prohibit certain activities with respect to certain countries.

We have included this information to make you aware of the existence and potential impact of these economic and trade sanctions programs on your benefit program.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

Alaska:

1. If notice of Your **Conversion Right** is not received by You on the date Your or Your Dependent's coverage terminates, You have 15 days from the date You receive the notice.
2. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
3. The **Spouse** definition will always include domestic partners, civil unions, and any other legal union recognized by state law.

Arizona:

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

Arkansas:

1. **NOTICE:** You have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:
Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202

California:

1. The **Policy Interpretation** provision, if shown in the General Provisions section of the Certificate, does not apply to you. The following requirement applies to you:

Eligibility Determination: *How will We determine Your or Your Dependent's eligibility for benefits?*

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your or Your Dependent's eligibility for benefits for any claim You or Your beneficiaries make on The Policy. We will:

- 1) obtain with Your or Your beneficiaries' cooperation and authorization if required by law, only such information that is necessary to evaluate Your or Your beneficiaries' claim and decide whether to accept or deny Your or Your beneficiaries' claim for benefits. We may obtain this information from Your or Your beneficiaries' Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You or Your Dependent's physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your or Your beneficiaries' option and at Your or Your beneficiaries' expense, You or Your beneficiaries may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your or Your beneficiaries' choice. You or Your beneficiaries should provide Us with all information that You or Your beneficiaries want Us to consider regarding Your or Your beneficiaries' claim;
- 2) As part of Our routine operations, We will apply the terms of The Policy for making decisions, including decisions on eligibility, receipt of benefits and claims or explaining policies, procedures and processes;
- 3) if We approve Your claim, We will review Our decision to approve Your or Your beneficiaries claim for benefits as often as is reasonably necessary to determine Your or Your Dependent's continued eligibility for benefits;
- 4) if We deny Your or Your beneficiaries' claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled **Claim Denial**.

In the event We deny Your or Your beneficiaries' claim for benefits, in whole or in part, You or Your beneficiaries can appeal the decision to Us. If You or Your beneficiaries choose to appeal Our decision, the process You or Your beneficiaries must follow is set forth in The Policy provision entitled **Claim Appeal**. If You or Your beneficiaries do not appeal the decision to Us, then the decision will be Our final decision.

2. **For Your Questions and Complaints:**

State of California Insurance Department
 Consumer Communications Bureau
 300 South Spring Street, South Tower
 Los Angeles, CA 90013
Toll Free: 1(800) 927-HELP
TDD Number: 1(800) 482-4833
Web Address: www.insurance.ca.gov

Colorado:

1. The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.
2. The **Dependent Child(ren)** definition will always include children related to You by civil union.
3. The **Spouse** definition will always include civil unions.
4. Entering a civil union, terminating a civil union, the death of a party to a civil union or a party to a civil union losing employment, which results in a loss of group insurance, will all constitute as a **Change in Family Status**.

Florida:

1. **Legal Actions** cannot be taken against Us more than 5 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

2. **NOTICE: The benefits of the policy providing you coverage may be governed primarily by the laws of a state other than Florida.**

Georgia:

1. **NOTICE:** The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

Idaho:

1. **For Your Questions and Complaints:**
 Idaho Department of Insurance

6.B

Consumer Affairs
700 W State Street, 3rd Floor
PO Box 83720
Boise, ID 83720-0043
Toll Free: 1-800-721-3272
Web Address: www.DOI.Idaho.gov

Illinois:

1. **For Your Questions and Complaints:**

Illinois Department of Insurance
Consumer Services Station
Springfield, Illinois 62767
Consumer Assistance: 1(866) 445-5364
Officer of Consumer Health Insurance: 1(877) 527-9431

2. In accordance with Illinois law, insurers are required to provide the following **NOTICE** to applicants of insurance policies issued in Illinois.

STATE OF ILLINOIS
The Religious Freedom Protection and Civil Union Act
Effective June 1, 2011

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at www.insurance.illinois.gov.

Indiana:

1. **For Your Questions and Complaints:**

Public Information/Market Conduct
Indiana Department of Insurance
311 W. Washington St. Suite 300
Indianapolis, IN 46204-2787
1(317) 232-2395

Louisiana:

1. The age limit stated in the **Continuation for Dependent Child(ren)** with Disabilities provision is increased to 21, if less than 21.
2. The following requirement applies to you:

Reinstatement after Military Service: *Can coverage be reinstated after return from active military service?*

If Your or Your Dependents' coverage ends because You or Your Dependents enter active military service, coverage may be reinstated, provided You request such reinstatement upon Your or Your Dependents' release from active military service.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and

6.B

- 3) be subject to all the terms and provisions of The Policy.

Maine:

1. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

Massachusetts:

1. The definition of **Terminal Illness or Terminally Ill** shown in the **Accelerated Benefit** cannot exceed 24 months.
2. **NOTICE:** As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org).

This plan is not intended to provide comprehensive health care coverage and **does not meet Minimum Creditable Coverage standards**, even if it does include services that are not available in the insured's other health plans.

If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at www.mass.gov/doi.

Michigan:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Minnesota:

1. You or Your Dependents must be on a documented military leave of absence in order to qualify for the Military Leave of Absence continuation shown in the **Continuation Provisions**.
2. If there are 25 or more residents of Minnesota who are covered under The Policy, or there are fewer than 25 residents and those residents constitute 25% or more of the total number of people covered under The Policy, the Lay Off continuation shown in the **Continuation Provisions** shall not apply to you. The following requirement applies to you:

Minnesota Coverage Continuation: If You are voluntarily or involuntarily terminated or Laid Off by the Employer, You may elect to continue Your Life Insurance coverage (including Dependent Life coverage) by making premium payments to the Employer for the cost of continued coverage. Continued coverage will take effect on the date Your coverage would otherwise have ended and must be elected within 60 days from:

- 1) the date Your coverage would otherwise terminate; or
 - 2) the date You receive a written notice of Your right to continue coverage from the Employer;
- whichever is later.

The amount of premium charged may not exceed 102% of the premium paid for other similarly situated employees who are Actively at Work. The Employer will inform You of:

- 1) Your right to continue coverage;
- 2) the amount of premium; and
- 3) how, where and by when payment must be made.

Upon request, the Employer will provide You Our written verification of the cost of coverage.

Coverage will be continued until the earliest of:

- 1) the date You are covered under another group policy;
- 2) the date the required premium is due but not paid; or
- 3) the last day of the 18th month following the date of termination or Lay Off.

6.B

Upon the termination of continued coverage, You may:

- 1) exercise Your Conversion Right; or
- 2) continue coverage under a group Portability policy; and
- 3) qualify for Retiree coverage.

Minnesota law requires that if Your coverage ends because the Employer fails to notify You of Your right to continue coverage or fails to pay the premium after timely receipt, the Employer will be liable for benefit payments to the extent We would have been liable had You still been covered.

3. If the following paragraph appears in the **Accelerated Benefit** provision, it does not apply to you:

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit

4. If there are 25 or more residents of Minnesota who are covered under The Policy and those 25 residents constitute 25% or more of the total number of people covered under The Policy, You are not required to be insured under The Policy for a specified period of time in order to exercise the **Conversion Right**.

Missouri:

1. The period in which You must remain Disabled to qualify for **Waiver of Premium** cannot exceed 180 days.
2. If Waiver of Premium is approved and You have completed the elimination period, We will retroactively refund to You, or to Your estate if You have died, any premiums paid during the period You have been continuously Disabled.
3. The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

Montana:

1. The time period in which You are required to be insured under The Policy in order to exercise the **Conversion Right** cannot exceed 3 years.
2. If You are eligible to receive the **Felonious Assault Benefit**, We will not exclude for losses that result from a Felonious Assault committed by a member of Your family or a member of the household in which You live.
3. **NOTICE:** Conformity with Montana statutes: The provisions of the certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of the certificate

New Hampshire:

1. Your Spouse may be eligible to continue his or her Life Insurance coverage in the event of divorce or separation as shown in the **Spouse Continuation** below:

Spouse Continuation: *Can coverage for my Spouse be continued in the event of divorce or separation?*
If:

- 1) You are a resident of New Hampshire;
- 2) You get a divorce or legal separation from a Spouse that is covered under The Policy; and
- 3) the final decree of divorce or legal separation does not expressly prohibit it;

Your former Spouse may continue his or her coverage.

We must receive Your Spouse's written request and the required premium to continue his or her coverage within 30 days of the final decree of divorce or legal separation.

Solely for the purpose of continuing the coverage, Your Spouse will be considered the insured person. However, Your former Spouse's coverage will not continue beyond the earliest of:

- 1) the 3-year anniversary of the final decree of divorce or legal separation;
- 2) the remarriage of the former Spouse;
- 3) Your death;
- 4) an earlier time as provided by the final decree of divorce or legal separation; or
- 5) a date the coverage would otherwise have ended under the Dependent Termination Provision.

6.B

New Mexico:

1. **For Your Questions and Complaints:**

Office of Superintendent of Insurance
Consumer Assistance Bureau
P.O. Box 1689
Santa Fe, NM 87504-1689
1(855) 427-5674

New York:

1. If the definition of **Spouse** requires the completion of a domestic partner affidavit, the requirement applies to you: The domestic partner affidavit must be notarized and requires that You and Your domestic partner meet all of the following criteria:
 - 1) you are both legally and mentally competent to consent to contract in the state in which you reside;
 - 2) you are not related by blood in a manner that would bar marriage under laws of the state in which you reside;
 - 3) you have been living together on a continuous basis prior to the date of the application;
 - 4) neither of you have been registered as a member of another domestic partnership within the last six months; and
 - 5) you provide proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof).

The domestic partner affidavit further requires that You and Your domestic partner provide proof of financial interdependence in the form of at least two of the following:

- 1) a joint bank account;
- 2) a joint credit card or charge card;
- 3) joint obligation on a loan;
- 4) status as an authorized signatory on the partner's bank account, credit card or charge card;
- 5) joint ownership of holdings or investments, residence, real estate other than residence, major items of personal property (e.g., appliances, furniture), or a motor vehicle;
- 6) listing of both partners as tenants on the lease of the shared residence;
- 7) shared rental payments of residence (need not be shared 50/50)
- 8) listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
- 9) a common household and shared household expenses (e.g., grocery bills, utility bills, telephone bills, etc. and need not be shared 50/50);
- 10) shared household budget for purposes of receiving government benefits;
- 11) status of one as representative payee for the other's government benefits;
- 12) joint responsibility for child care (e.g., school documents, guardianship);
- 13) shared child-care expenses (e.g., babysitting, day care, school bills, etc. and need not be shared 50/50);
- 14) execution of wills naming each other as executor and/or beneficiary;
- 15) designation as beneficiary under the other's life insurance policy;
- 16) designation as beneficiary under the other's retirement benefits account;
- 17) mutual grant of durable power of attorney;
- 18) mutual grant of authority to make health care decisions (e.g., health care power of attorney);
- 19) affidavit by creditor or other individual able to testify to partners' financial interdependence;
- 20) other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

North Carolina:

1. **NOTICE:** UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:
 - 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH

6.B

INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND

- 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

IMPORTANT TERMINATION INFORMATION

YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THE CERTIFICATE.

THE CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THE CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.

North Dakota:

1. The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

Ohio:

1. Any references to the **Accelerated Benefit** shall be changed to the **Accelerated Death Benefit**.

Oregon:

1. The **Spouse** definition will include Your domestic partner provided You have registered as domestic partners with a government agency or office where such registration is available. You will not be required to provide proof of such registration.
2. The **Dependent Child(ren)** definition will include children related to You by domestic partnership.
3. The following Jury Duty continuation applies for Employers with 10 or more employees:

Jury Duty: If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:

- 1) elected to have Your coverage continued; and
- 2) provided notice of the election to Your Employer in accordance with Your Employer's notification policy.

Rhode Island:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

South Carolina:

1. The dollar amount stated in the third paragraph of the **Claims to be Paid** provision is changed to \$2,000, if greater than \$2,000.
2. If the **Continuity from a Prior Policy for Disability Extension** provision is included in the Certificate and You qualify for continued coverage, Your Amount of Insurance will be the greater of the amount of life insurance and accidental death and dismemberment principal sum that You had under the Prior Policy or the amount shown in the Schedule of Insurance. This Amount of Insurance will be reduced by any coverage amount that is in force, paid or payable under the Prior Policy or that would have been payable under the Prior Policy had timely election been made.
3. If The Policy Terminates or Your Employer ceases to be a Participating Employer and You have been approved for the **Waiver of Premium**, Your coverage under the terms of this provision will not be affected. Your Dependent coverage will continue for a period of 12 months from the date of Policy termination and will be subject to the terms and conditions of The Policy.

6.B

4. If The Policy Terminates or Your Employer ceases to be a Participating Employer and You have been approved for the **Disability Extension**, Your and Your Dependent's coverage will be continued for a period of up to 12 months from the date The Policy terminated or Your Employer ceased to be a Participating Employer, as long as premiums are paid when due. Coverage during this period will be subject to the other terms and conditions of the **Disability Extension Ceases** provision. When this extension period is exhausted, You may be eligible to exercise the **Conversion Right** for You and Your Dependent's coverage. **Portability Benefits** will not be available

South Dakota:

1. The definition of **Physician** can include You or a person Related to You by blood or marriage in the event that the Physician is the only one in the area and is acting within the scope of their normal employment.

Texas:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. **NOTICE:**

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Hartford Life and Accident Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Service at 860-547-5000

Toll-free: 1-800-523-2233

Online: <https://www.thehartford.com/contact-the-hartford>

Email: GBD.Customerservice@hartfordlife.com

Mail: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Hartford Life and Accident Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: servicio al cliente al 860-547-5000

Teléfono gratuito: 1-800-523-2233

En línea: <https://www.thehartford.com/contact-the-hartford>

Correo electrónico: GBD.Customerservice@hartfordlife.com

Dirección postal: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Utah:

1. We will send **Claim Forms** within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.
2. If the **Sending Proof of Loss** provision provides a timeframe in which proof must be submitted before it affects Your claim, this time limitation shall not apply to You.
3. When We determine that benefits are payable, We will make **Claim Payments** within no more than 45 days after **Proof of Loss** is received.
4. Any reference to fraud within the **Incontestability** provision does not apply to You.
5. A Sickness or Injury continuation of at least 6 months must be included in the **Continuation Provisions**.

Vermont:

1. The following requirement applies:

Purpose: This requirement is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this requirement, the civil union must have been established in the state of Vermont according to Vermont law.

General Definitions, Terms, Conditions and Provisions: The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements are hereby superseded as follows:

- 1) Terms that mean or refer to a marital relationship or that may be construed to mean or refer to a marital relationship: such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a civil union.
- 2) Terms that mean or refer to a family relationship arising from a marriage such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include the family relationship created by a civil union.
- 3) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union.
- 4) "Dependent" means a spouse, a party to a civil union, and/or a child or children (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

Cautionary Disclosure: THIS NOTICE IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE "PURPOSE" PARAGRAPH OF THE NOTICE. THE FEDERAL GOVERNMENT OR ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS NOTICE. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMINE YOUR RIGHTS UNDER THIS CONTRACT

6.B

2. Interest on a **Claim Payment** is payable from the date of death until the date payment is made at an interest rate of 6% annually or Our corporate interest rate, whichever is greater.

Virginia:

1. **For Your Questions and Complaints:**

Life and Health Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209
1(804) 371-9741 (inside Virginia)
1(800) 552-7945 (outside Virginia)

Washington:

1. The following **Disputed Diagnosis** requirement applies to You:

Disputed Diagnosis: *What happens if a dispute occurs over whether I am Terminally Ill or my Dependent is Terminally Ill?*

If Your or Your Dependent's attending Physician, and a Physician appointed by Us, disagree on whether You or Your Dependent are Terminally Ill, Our Physician's opinion will not be binding upon You or Your Dependent. The two parties shall attempt to resolve the matter promptly and amicably. If the disagreement is not resolved, You or Your Dependent have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either You or Your Dependent or Us. Any such arbitration shall be conducted in accordance with the laws of the State of Washington. As part of the final decision, the arbitrator or mediator shall award the costs of the arbitrator to one party or the other, or may divide the costs equally or otherwise.

2. A Labor Dispute continuation of at least 6 months must be included in the **Continuations Provisions**.
3. The **Dependent Child(ren)** definition will always include children related to You by domestic partnership.
4. The definition of **Spouse** will always include domestic partners.
5. The provision titled **Suicide** does not apply to you.

Wisconsin:

1. **For Your Questions and Complaints:**

To request a Complaint Form:
Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1(800) 236-8517 (outside of Madison)
1(608) 266-0103 (in Madison)

Group Term Life Insurance

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

CERTIFICATE OF INSURANCE

Policyholder: COUNTY OF ADAMS

Policy Number: GL-681867

Policy Effective Date: January 1, 2021

Policy Anniversary Date: January 1, 2022

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Kevin Barnett, Secretary

Jonathan Bennett, President

A note on capitalization in this Certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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SCHEDULE OF INSURANCE

Cost of Coverage:

Non-Contributory Coverage: Basic Life Insurance
Basic Accidental Death and Dismemberment

Contributory Coverage: Supplemental Life Insurance
Supplemental Dependent Life Insurance

Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

Eligible Class(es) For Coverage: All Regular Full-time Employees, Regular Part-time 3 Employees, and Elected Officials working an average of 30 hours per week who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least 40 hours weekly

Part-time Employment: at least 30 hours weekly

Eligibility Waiting Period for Coverage:

The first day of the month coinciding with or next following the date You enter an Eligible Class(es) for Coverage.

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Policy.

Life Insurance Benefit

Amount of Life Insurance:

Basic Amount of Life Insurance

Maximum Amount

Your annual Earnings, rounded to the next higher \$1,000 if not already a multiple of \$1,000, multiplied by 1 time subject to a maximum of \$300,000

However, in no event will Your Basic Amount of Life Insurance be less than \$10,000.

Supplemental Amount of Life Insurance

Guaranteed Issue Amount

Your annual Earnings, rounded to the next higher \$1,000 if not already a multiple of \$1,000, multiplied by 1 or 2 times subject to a maximum of \$500,000

Maximum Amount

Your annual Earnings, rounded to the next higher \$1,000 if not already a multiple of \$1,000, multiplied by 1,2,3,4,5 times subject to a maximum of \$500,000

However, in no event will Your Supplemental Amount of Life Insurance be less than \$10,000.

Dependent Life Insurance Benefit

Supplemental Amount of Dependent Life Insurance

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	Guaranteed Issue Amount	Maximum Amount
Spouse	The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$30,000.	The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$250,000.
	Maximum Amount	
Dependent Children: live birth but under age 26 year(s)	The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$15,000.	

The amount of Spouse Supplemental coverage may never exceed 50% of the Supplemental Amount of Life Insurance in force for the employee.

Accidental Death and Dismemberment Benefit

Basic Principal Sum

Maximum Amount

1 times Your annual Earnings, subject to a maximum of \$300,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

However, in no event will Your Basic Principal Sum be less than \$10,000.

Reduction in Amount of Life Insurance

We will reduce the Amount of Life Insurance for You and Your Dependents by any Amount of Life Insurance in force, paid or payable:

- 1) in accordance with the Conversion Right;
- 2) under the Portability provision; or
- 3) under the Prior Policy.

Additional Accidental Death and Dismemberment Benefits (Employee Only)

Seat Belt Benefit Amount

Percentage of Accidental Death and Dismemberment Principal Sum: 10%
Maximum Amount: \$10,000
Minimum Amount: \$1,000

Air Bag Benefit Amount

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
Maximum Amount: \$5,000

Repatriation Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
Maximum Amount: \$5,000

Felonious Assault Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 10%
Maximum Amount: \$10,000

Child Education Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
Maximum Amount: \$5,000
Minimum Benefit: \$1,250

Day Care Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000
 Minimum Benefit: \$1,250

Rehabilitation Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000

Spouse Education Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000
 Minimum Benefit: \$1,250

Adaptive Home and Vehicle Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000

Coma Benefit

Waiting Period: 30 Days
 Maximum Amount: Accidental Death and Dismemberment Principal Sum less all other Accidental Death and Dismemberment payments under The Policy for the Injury

Critical Burn Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000

Therapeutic Counseling Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000

ELIGIBILITY AND ENROLLMENT**Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date You become a member of an Eligible Class; or
- 3) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?*

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

No person may be insured:

- 1) as a Dependent and an Active Employee; or
 - 2) as a Dependent of more than one Active Employee;
- under The Policy.

Enrollment: *How do I enroll for coverage?*

For Non-Contributory Coverage, Your Employer will automatically enroll You for coverage. However, You will be required to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

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- 1) complete and sign a group insurance enrollment form which is satisfactory to Us, for Your and Your Dependent's coverage; and
- 2) deliver it to Your Employer.

You have the option to enroll electronically. Your Employer will provide instructions.

If You do not enroll for Your coverage and/or Your Dependent's coverage within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll You may enroll for Your coverage and/or Your Dependent's coverage only within 31 days of the date You have a Change in Family Status.

Enrollment may be subject to the Evidence of Insurability Requirements provision.

Evidence of Insurability Requirements: *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Life Insurance greater than the Supplemental Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Dependent Evidence of Insurability Requirements: *When will my Dependents first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll for Your Dependents' coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Dependent Life Insurance greater than the Supplemental Dependent Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

However, no Evidence of Insurability will be required if the Amount of Life Insurance for Your Dependent Child(ren) is \$15,000 or less.

If Your Dependents' Evidence of Insurability is not satisfactory to Us:

- 1) Your Dependents' Amount of Life Insurance will equal the amount for which Your Dependents were eligible without providing Evidence of Insurability, provided You enrolled Your Dependents within 31 days of the date You were first eligible to enroll;
- 2) Your Dependents will not be covered under The Policy if You enrolled Your Dependents more than 31 days after the date You were first eligible to enroll.

Evidence of Insurability: *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) an attending Physician's statement; and
- 4) any additional information We may require.

Evidence of Insurability will be furnished at Our expense except for Evidence of Insurability due to late enrollment. We will then determine if You or Your Dependents are insurable for initial coverage or an increase in coverage as described in the Increase in Amount of Life Insurance provision.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

Change in Family Status: *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married or enter a civil union or You execute a domestic partner affidavit;
- 2) You and Your spouse divorce or terminate a civil union or You terminate a domestic partnership;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse or party to a civil union or domestic partner dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse or party to a civil union or domestic partner is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

Non-Contributory Coverage will start on the date You become eligible.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date; or
- 2) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

All Effective Dates of coverage are subject to the Deferred Effective Date provision.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition, such coverage will not start until the date You are Actively at Work.

Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date, You were not Actively at Work, and would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the lesser of the amount of life insurance and accidental death and dismemberment principal sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Dependent Effective Date: *When does Dependent coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the later to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date; or

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- 2) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

Coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependents' Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

Dependent Deferred Effective Date: *When will the effective date for Dependent coverage or a change in coverage be deferred?*

If, on the date Your Dependent, other than a newborn, is to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit; and

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to disabled children who qualify under the definition of Dependent Child(ren).

Confined Elsewhere means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Dependent Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy for my Dependents?*

If on the day before the Policy Effective Date, You were covered with respect to Your Dependents under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependents. However, the Dependent Amount of Insurance will be the lesser of the amount of life insurance:

- 1) Your Dependents had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Change in Coverage: *When may I change my coverage or coverage for my Dependents?*

After Your initial enrollment You may increase or decrease coverage for You or Your Dependents, or add a new Dependent to Your existing Dependent coverage within 31 days of the date of a Change in Family Status.

Effective Date for Changes in Coverage: *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met; or
- 3) the date Evidence of Insurability is approved, if required.

Increase in Amount of Life Insurance: *If I request an increase in the Amount of Life Insurance for myself or my Dependents, must we provide Evidence of Insurability?*

If You or Your Dependents are:

- 1) already enrolled for an Amount of Supplemental Life Insurance under The Policy, then You and Your Dependents must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for an Amount of Supplemental Life Insurance under The Policy, You and Your Dependents must provide Evidence of Insurability for any amount of Supplemental Life Insurance coverage including an initial amount.

In any event, if the Amount of Life Insurance You request is greater than the Guaranteed Issue Amount, You or Your Dependents, as applicable, must provide Evidence of Insurability.

If Your Evidence of Insurability is not satisfactory to Us, the Amount of Life Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

If Your Dependents' Evidence of Insurability is not satisfactory to Us, the Amount of Life Insurance he or she had in effect on the date immediately prior to the date You requested the increase will not change.

Increase in Amount of Life Insurance: *If my Amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your Amount of Life Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your Amount of Life Insurance is greater than the Guaranteed Issue Amount. An increase in Earnings which causes an increase in Your Amount of Life Insurance will be accompanied by a corresponding increase in the amount of premium due for this coverage.

Once approved, We will not require Evidence of Insurability again if Your Amount of Life Insurance increases solely because Your Earnings increased.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us,

Your Amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the last day of the month following the date The Policy terminates;
- 2) the last day of the month following the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 3) the last day of the month following the date the premium payment is due but not paid;
- 4) the last day of the month following the date Your Employer terminates Your employment; or
- 5) the last day of the month following the date You are no longer Actively at Work;

unless continued in accordance with any one of the Continuation Provisions.

Reinstatement: *Can my coverage be reinstated after it ends?*

If:

- 1) Your coverage ends because You are no longer employed by the Employer or no longer in Your eligible class; and
- 2) You are rehired or return to Your eligible class within 12 months of the date Your coverage ended;

then coverage for You and Your previously covered Dependents may be reinstated, provided You request such reinstatement within 31 days of the date You return to work or to an eligible class.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

We will credit any amount of time You or Your Dependents were previously covered under The Policy toward the satisfaction of time limits under the Suicide and Incontestability provisions of The Policy.

We will not reinstate any amount of coverage which You or Your Dependents:

- 1) converted in accordance with the Conversion Right; or
- 2) continued under the Portability Provision;

unless You cancel such coverage.

Dependent Termination: *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

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- 1) the last day of the month following the date Your coverage ends;
 - 2) the last day of the month following the date the required premium is due but not paid;
 - 3) the last day of the month following the date You are no longer eligible for Dependent coverage;
 - 4) the last day of the month following the date We or the Employer terminate Dependent coverage; or
 - 5) the last day of the month following the date the Dependent no longer meets the definition of Dependent;
- unless continued in accordance with the Continuation Provisions.

Continuation Provisions: *Can my coverage and coverage for my Dependents be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way.

The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions. The Continuation Provisions shown below may not be applied consecutively.

In all other respects, the terms of Your coverage and coverage for Your Dependents remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Life coverage) may be continued for 6 month(s) after the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Military Leave of Absence: If You enter active full-time military service and are granted a military leave of absence in writing, Your coverage (including Dependent Life coverage) may be continued for up to 12 weeks. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Lay Off: If You are temporarily laid off by the Employer due to lack of work, all of Your coverage (including Dependent Life coverage) may be continued for 3 months after the month in which the lay off commenced. If the lay off becomes permanent, this continuation will cease immediately.

Disability Insurance: If You are working for the Policyholder and:

- 1) are covered by; and
- 2) meet the definition of disabled under;

a group long term disability insurance policy, issued by Us to Your Employer, Your coverage (including Dependent Life coverage) may be continued for a period of 12 consecutive month(s) from the date You were last Actively at Work while You remain disabled.

Sickness or Injury: If You are not Actively at Work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued:

- 1) for a period of 12 consecutive month(s) from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive month(s).

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage(s) (including Dependent Life coverage) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

Continuation for Dependent Child(ren) with Disabilities: *Will coverage for Dependent Child(ren) with disabilities be continued?*

If Your Dependent Child(ren) reach the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 26 or older; and

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- 2) disabled; and
 - 3) primarily dependent upon You for financial support;
- then Dependent Child(ren) coverage will not terminate solely due to age. However:
- 1) You must submit proof satisfactory to Us of such Dependent Child(ren)'s disability within 31 days of the date he or she reaches such age; and
 - 2) such Dependent Child(ren) must have become disabled before attaining age 26.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the Amount of Life Insurance for such Dependent Child(ren) will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

Waiver of Premium: *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your and Your Dependents' coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Only Your Dependents who were covered under The Policy when You were last Actively at Work will be covered under Waiver of Premium.

Eligible Coverages: *What coverages are eligible under this provision?*

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependents.

Disabled: *What does Disabled mean?*

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when you become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 6 consecutive months, starting on the date You were last Actively at Work or provide proof that You have been diagnosed with a life expectancy of 12 months or less; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 6 month(s) You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and

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- 2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right;

for You and Your Dependents.

If You cease to be Disabled and return to work for a total of 5 days or less during the first 6 month(s) that You are Disabled, the 6 month waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 6 month period. If You return to work for more than 5 days, You must satisfy a new waiting period.

Waiver Ceases: *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 70 if Disabled prior to age 60.

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependents are no longer in an Eligible Class, or Dependent coverage is no longer offered; or
- 5) Your Dependent no longer meets the definition of Dependent.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependents as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependents if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Effect of Policy Termination: *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium:

- 1) Your Dependent coverage will terminate; and
- 2) Your coverage under the terms of this provision will not be affected.

BENEFITS

Life Insurance Benefit: *When is the Life Insurance Benefit payable?*

If You or Your Dependents die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

Suicide: *What benefit is payable if death is a result of suicide?*

If You or Your Dependent commit suicide while sane or insane, We will not pay any Supplemental Amount of Life Insurance or Supplemental Amount of Dependent Life Insurance for the deceased person which was elected within the 1

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year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings.

This 1 year period includes the time group life insurance coverage was in force under the Prior Policy.

Any premium paid by You during this 1 year period for initial amounts of Supplemental Life Insurance or elected increases in Supplemental Life Insurance, will be returned to Your beneficiary.

Accidental Death and Dismemberment Benefit: *When is the Accidental Death and Dismemberment Benefit payable?*

If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, and the accident occurs while You are covered under this benefit, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss in accordance with the Proof of Loss provision.

This benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

For Loss of:

Benefit:

Life.....	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	Principal Sum
One Hand and One Foot.....	Principal Sum
Speech and Hearing in Both Ears.....	Principal Sum
Either Hand or Foot and Sight of One Eye.....	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia).....	Principal Sum
Movement of Both Lower Limbs (Paraplegia).....	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia).....	Three-Quarters of Principal Sum
Movement of the Upper And Lower Limbs of One Side of the Body (Hemiplegia).....	One-Half of Principal Sum
Either Hand or Foot.....	One-Half of Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears.....	One-Half of Principal Sum
Movement of One Limb (Uniplegia).....	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand.....	One-Quarter of Principal Sum

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

Seat Belt and Air Bag Benefit: *When is the Seat Belt and Air Bag Benefit payable?*

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

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The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications.

The Seat Belt and Air Bag Benefit will not be payable if You are operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated; or
- 2) taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Repatriation Benefit: *When is the Repatriation Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence. We will only pay a benefit if Your body is transported across state lines or country borders.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
 - a) preparation of the body for burial or cremation; and
 - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Felonious Assault Benefit: *When is the Felonious Assault Benefit payable?*

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Felonious Assault Benefit, if Injury is the result of a Felonious Assault.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Felonious Assault Benefit will pay the lesser of:

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- 1) the amount resulting from multiplying Your amount of Principal Sum by the Felonious Assault Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

Felonious Assault means a violent or criminal act directed at You during the course of:

- 1) a robbery, kidnapping or criminal assault; or
- 2) an attempt at any of the above;

which constitutes a felony under the law.

The Felonious Assault Benefit will not pay for a Loss that results from a Felonious Assault committed by:

- 1) a member of Your family;
- 2) a member of the household in which You live; or
- 3) Your fellow employee.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Child Education Benefit: *When is the Child Education Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Child Education Benefit to Your Dependent Child(ren).

This Benefit will be paid:

- 1) after We receive proof that Your Dependent Child(ren) qualify as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal Sum by the Child Education Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Dependent Child(ren):

- 1) on the date; and
- 2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Student.

Student means Your Dependent Child(ren) who is covered on the date of Your death and:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or
- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Day Care Benefit: *When is the Day Care Benefit payable?*

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If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Day Care Benefit for each of Your Dependent Children who are covered if such Dependent Child is under age 7 at the time of Your death.

This Benefit will be paid:

- 1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of 4 Day Care Benefit payments, for each Dependent Child. The Benefit will be paid to the person who has primary responsibility for the Dependent Child's Day Care expenses.

Proof of enrollment satisfactory to Us for each Dependent Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Dependent Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider;
- 3) a letter from the Day Care facility or Day Care provider stating that the Dependent Child:
 - a) is attending a Day Care Program; or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal Sum by the Day Care Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Dependent Child eligible for the Day Care Benefit.

Day Care or Day Care Program means a program of child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides, and makes a charge for, the care of children; and
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides childcare on a daily basis for 12 months a year.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Rehabilitation Benefit: *When is the Rehabilitation Benefit payable?*

If You sustain an Injury which results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within one (1) year of the date of accident.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

- 1) the actual Expense Incurred for a Rehabilitative Program;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

Rehabilitative Program means any training which:

- 1) is required due to Your Injury; and
- 2) prepares You for an occupation for which You were not previously trained.

Expense Incurred means the actual cost of:

- 1) training; and

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- 2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Spouse Education Benefit: *When is the Spouse Education Benefit payable?*

If You sustain an Injury that results in a Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Spouse Education Benefit to Your surviving Spouse.

This Benefit will be paid:

- 1) after We receive proof satisfactory to Us that the Spouse has enrolled in an Occupational Training program; and
- 2) according to the General Provisions of The Policy.

The Spouse Education Benefit is the least of:

- 1) the Expense Incurred for Occupational Training;
- 2) the amount resulting from multiplying Your Principal Sum by the Spouse Education Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

If a Principal Sum is payable because of Your death and there is no surviving Spouse, We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision.

Your surviving Spouse must enroll in Occupational Training:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one (1) year of Your death.

Occupational Training means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he or she was not previously qualified.

Expense Incurred means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed;

for the Occupational Training.

The expense must be incurred within two (2) years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Adaptive Home and Vehicle Benefit: *When is the Adaptive Home and Vehicle Benefit payable?*

If You sustain an Injury that results in a Loss, other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Adaptive Home and Vehicle Benefit.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Adaptive Home and Vehicle Benefit pays a benefit for the one-time cost of alterations to Your:

- 1) principal residence; and/or
- 2) private automobile;

to make the residence accessible and/or the private automobile drivable or rideable for You. The costs must be incurred within two years from the date of accident.

We will pay the Adaptive Home and Vehicle Benefit if:

- 1) such home alterations are:
 - a) made by a person or persons with experience in such alterations; and
 - b) recommended by a recognized organization associated with the Injury; and/or
- 2) such vehicle modifications are:
 - a) carried out by a person or persons with experience in such matters; and
 - b) approved by the Motor Vehicle Department.

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The Adaptive Home and Vehicle Benefit will provide an amount equal to the least of:

- 1) the actual cost of the alterations;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Adaptive Home and Vehicle Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Coma Benefit: *When is the Coma Benefit payable?*

If, as a result of an Injury, You:

- 1) are in a Coma within 31 days from the date of accident; and
- 2) remain continuously in a Coma for at least the number of days shown as the Waiting Period;

We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that You remain in a Coma.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

We will pay the benefit until the earliest to occur of:

- 1) the end of the month in which You die;
- 2) the end of the month in which You recover from the Coma; or
- 3) when the total payment equals the Coma Maximum Benefit Amount.

The Coma Maximum Benefit equals Your amount of Principal Sum less all other payments under The Policy for the Injury.

Coma means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Critical Burn Benefit: *When is the Critical Burn Benefit payable?*

If You are Critically Burned and require reconstructive surgery as determined by a Physician, We will pay a Critical Burn Benefit.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Critical Burn Benefit is an amount equal to the least of:

- 1) the actual cost for the expense of the reconstructive surgery;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Critical Burn Percentage; or
- 3) the Maximum Amount for this Benefit.

No benefit is payable under this Benefit for any Loss which has been paid to You under the Accidental Death and Dismemberment Benefit.

Critically Burned means You suffered burns which:

- 1) are certified by a Physician as more severe than second degree burns; and
- 2) result in scarring over at least 25% of the body which will last indefinitely and can only be corrected through reconstructive surgery.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Therapeutic Counseling Benefit: *When is the Therapeutic Counseling Benefit payable?*

If You sustain an Injury that results in a Loss, other than Loss of life, that is payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Therapeutic Counseling Benefit if You require Therapeutic Counseling due to the Loss.

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This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

Therapeutic Counseling must:

- 1) begin within 90 days of the date of the Loss; and
- 2) be incurred no later than one year of the date of the Loss.

The Therapeutic Counseling Benefit is an amount equal to the least of:

- 1) the Reasonable Expenses incurred for Therapeutic Counseling;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Therapeutic Counseling Percentage;
or
- 3) the Maximum Amount for this Benefit.

Therapeutic Counseling means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

Reasonable Expenses means fees and prices which do not exceed those generally charged for similar Therapeutic Counseling in the local area where such Therapeutic Counseling was received. For purposes of this benefit, We reserve the right to determine Reasonable Expenses. A Reasonable Expense is considered to be incurred on the date the Therapeutic Counseling is rendered.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Accelerated Benefit: *What is the benefit?*

In the event that You or Your Dependent are diagnosed as Terminally Ill while the Terminally Ill person is:

- 1) covered under The Policy for an Amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit in a lump sum amount as shown below, provided We receive proof of such Terminal Illness.

The Accelerated Benefit will not be available to You unless You have been Actively at Work under The Policy.

You must request in writing that a portion of the Terminally Ill person's Amount of Life Insurance be paid as an Accelerated Benefit.

The Amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit. Any premium required will be based on the amount of Your life insurance remaining after the Accelerated Benefit is paid under this benefit. There will be no effect on the Accidental Death and Dismemberment Benefit Principal Sum after the Accelerated Benefit Amount is paid under this benefit.

You may request a minimum Accelerated Benefit amount of \$3,000, and a maximum of \$500,000. However, in no event will the Accelerated Benefit Amount exceed 80% of the Terminally Ill person's Amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$100,000 and are Terminally Ill, You can request any portion of the Amount of Life Insurance Benefits from \$3,000 to \$80,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$77,000 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an assignment of rights and interest with respect to Your or Your Dependent's Amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

Terminal Illness or Terminally Ill means a life expectancy of 12 months or less.

Proof of Terminal Illness and Examinations: *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependents do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependents refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

Conversion Right: *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, except nonpayment of premium, You and Your Dependents have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

- 1) the Accidental Death and Dismemberment Benefits; or
- 2) any Amount of Life Insurance for which You or Your Dependents were not eligible and covered; under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or,
- 2) coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for 5 years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, except nonpayment of premium, the full amount of coverage which ended may be converted.

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

Conversion: *How do I convert my coverage or my Dependents' coverage?*

To convert Your coverage or coverage for Your Dependents, You must:

- 1) complete a Notice of Conversion Right form; and
- 2) have Your Employer sign the form.

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the form;

whichever is later. However, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You or Your Dependents under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: *What are the Conversion Policy provisions?*

The Conversion Policy will:

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- 1) be issued on any one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any Amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

Death within the Conversion Period: *What if I or my Dependents die before coverage is converted?*

We will pay the deceased person's Amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates; and
- 2) You or Your Dependent die within 31 days of the date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

Effect of Waiver of Premium on Conversion: *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered. The Insurer will refund the premium paid for such Conversion Policy.

Portability Benefits: *What is Portability?*

Portability is a provision which allows You and Your Dependents to continue coverage under a group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Basic Life Insurance, Supplemental Life Insurance and Supplemental Dependent Life Insurance coverages only.

Qualifying Events: *What are Qualifying Events?*

Qualifying Events for You are:

- 1) Your employment terminates for any reason prior to Normal Retirement Age; or
 - 2) Your membership in an Eligible Class under The Policy ends;
- provided the Qualifying Event occurs prior to Normal Retirement Age.

Qualifying Events for Your Dependents are:

- 1) Your employment terminates, for any reason prior to Normal Retirement Age;
 - 2) Your death;
 - 3) Your membership in a class eligible for Dependent coverage ends; or
 - 4) He or she no longer meets the definition of Dependent, however, a Dependent Child(ren) who reaches the limiting age under The Policy is not eligible for Portability;
- provided the Qualifying Event occurs prior to Normal Retirement Age.

In order for Dependent Child(ren) coverage to be continued under this provision, You or Your Spouse must elect to continue coverage due to your own Qualifying Event.

Electing Portability: *How do I elect Portability?*

You may elect Portability for Your coverage after Your Basic and Supplemental Life Insurance coverage ends due to a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent coverage ends due to a Qualifying Event. The Policy must still be in force in order for Portability to be available.

To elect Portability for You or Your Dependents, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

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This must be received within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent's coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

Limitations: *What limitations apply to this benefit?*

You may elect to continue 50%, 75%, or 100% of the Amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the Amount of Life Insurance that may be continued will not exceed:

- 1) \$250,000 for You;
- 2) \$50,000 for Your Spouse; or
- 3) \$10,000 for Your Dependent Child(ren).

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Dependents be able to continue an Amount of Life Insurance which is less than \$5,000.

Portability is not available for any Amount of Life Insurance for which You or Your Dependents were not eligible and covered.

In addition Portability is not available if You or Your Dependents are entering active military service.

Effect of Portability on Other Provisions: *How does Portability affect other Provisions?*

Portability is not available for any Amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium provision; or
- 3) Continuation provisions;

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability Benefit; or
- 2) the Amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability Benefit.

EXCLUSIONS

Exclusions: *What is not covered under The Policy?*

The Policy does not cover any loss caused or contributed to by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 6) Injury sustained while committing or attempting to commit a felony; or
- 7) Injury sustained while Intoxicated.

Intoxicated means:

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- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

GENERAL PROVISIONS

Notice of Claim: *When should I notify the Company of a claim?*

You, or the person who has the right to claim benefits, must give Us, written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address, and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

We will send forms to the claimant to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Enrollment form;
- 4) Your Beneficiary Designation (if applicable);
- 5) documentation of:
 - a) the date Your disability began;
 - b) the cause of Your disability; and
 - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us or Our representative:

- 1) with respect to the Life Insurance Benefits within 365 day(s); and
- 2) with respect to the Accidental Death and Dismemberment Benefits within 90 day(s);

after the loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

Claim Payment: *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

Benefits may be subject to interest payments as required by applicable law.

Claims to be Paid: *To whom will benefits for my claim be paid?*

Life Insurance Benefits and benefits for loss of life under the Accidental Death and Dismemberment Benefit will be paid in accordance with the life insurance Beneficiary Designation provided it does not contradict the Claim Payment provision.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving spouse;
- 3) if Your spouse does not survive You, in equal shares to Your surviving children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment by reason of having incurred expenses on Your behalf or because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will pay the Life Insurance Benefit and benefits for loss of life under the Accidental Death and Dismemberment Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving spouse or the executor or administrator of Your estate.

If benefits are payable and meet Our guidelines, then You, or your Beneficiary, may elect to receive benefits in a lump sum payment or may elect to receive benefits through a draft book account. The draft book account will be owned by:

- 1) You, if living; or
- 2) Your beneficiary, in the event of Your death.

However, an account will not be established for:

- 1) a benefit payable to Your estate; or
- 2) an amount that is less than \$10,000.

We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Beneficiary Designation: *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

Claim Denial: *What notification will my beneficiary or I receive if a claim is denied?*

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If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal: *What recourse do my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, the claimant is entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Incontestability: *When can the Life Insurance Benefit of The Policy be contested?*

Except for non-payment of premiums, Your or Your Dependent's Life Insurance Benefit cannot be contested after two years from its effective date.

In the absence of fraud, no statement made by You or Your Spouse relating to Your or Your Spouse's insurability will be used to contest Your insurance for which the statement was made after Your insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You and Your Spouse.

No statement made relating to Your Dependents being insurable will be used to contest their insurance for which the statement was made after their insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You or Your representative.

All statements made by the Policyholder, the Employer or You or Your Spouse under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

Assignment: *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) more than 6 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: *How does the Company deal with fraud?*

Insurance fraud occurs when You, Your Dependents and/or the Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependents and/or the Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependents and/or the Employer perpetrate insurance fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You or Your Dependents were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

DEFINITIONS

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day, paid time off day, personal day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Contributory Coverage means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

Dependent Child(ren) means:

Your unmarried children, stepchildren, legally adopted children, or any other children related to You by blood or marriage or civil union or domestic partnership who:

- 1) live with You in a regular parent-child relationship; and/or
- 2) You claimed as a dependent on Your last filed federal income tax return;

provided such children are primarily dependent upon You for financial support and maintenance and are:

- 1) from live birth but not yet 26 years; or
- 2) age 26 or older and disabled. Such children must have become disabled before attaining age 26. You must submit proof, satisfactory to Us, of such children's disability.

Dependents means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States of America, its territories and protectorates.

Earnings means Your gross annual rate of pay in effect on the date immediately prior to the last day You were Actively at Work, including:

- 1) the annual earnings from shift differential over the most recent 1 year period immediately prior to the last day You were Actively at Work; and
- 2) contributions You make through a salary reduction agreement with the Employer to a salary reduction arrangement under an Internal Revenue Code Section 125 plan.

Earnings does not include bonuses, commissions, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

Employer means the Policyholder.

Guaranteed Issue Amount means the Amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

Injury means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

Motor Vehicle means a self-propelled, four (4) or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

Non-Contributory Coverage means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

Normal Retirement Age means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

Physician means a person who is:

- 1) a doctor of medicine, Osteopathy, Psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You or Related to You by blood or marriage.

Prior Policy means the group life insurance policy carried by the Employer on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

Related means Your Spouse, or someone in a similar relationship in law to You, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Spouse means Your spouse who:

- 1) is not legally separated or divorced from You; and
- 2) is not in active full-time military service.

Spouse will include Your partner in a civil union.

Spouse will include Your domestic partner provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy; or
- 2) have registered as domestic partners with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit or required by law.

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The Policy means the Policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us, or Our means the insurance company named on the face page of The Policy.

You or Your means the person to whom this Certificate of Insurance is issued.

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**The Plan Described in this Booklet
is Insured by the**

**Hartford Life and Accident Insurance Company
Hartford, Connecticut
Member of The Hartford Insurance Group**

YOUR BENEFIT PLAN

COUNTY OF ADAMS

Maryland

The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

State Notices

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <https://www.thehartford.com/>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us as follows:

The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999
1-800-523-2233

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

We are providing notice that Hartford Life and Accident Insurance Company is subject to economic and trade sanctions laws and regulations. These laws and regulations, including the laws and regulations administered and enforced by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), prevent Hartford Life and Accident from providing coverage to, and from paying benefits to, entities and individuals where prohibited by applicable law. In addition, these laws and regulations prohibit certain activities with respect to certain countries.

We have included this information to make you aware of the existence and potential impact of these economic and trade sanctions programs on your benefit program.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

Alaska:

1. If notice of Your **Conversion Right** is not received by You on the date Your or Your Dependent's coverage terminates, You have 15 days from the date You receive the notice.
2. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
3. The **Spouse** definition will always include domestic partners, civil unions, and any other legal union recognized by state law.

Arizona:

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

Arkansas:

1. **NOTICE:** You have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:
 Arkansas Insurance Department
 1 Commerce Way, Suite 102
 Little Rock, AR 72202

California:

1. The **Policy Interpretation** provision, if shown in the General Provisions section of the Certificate, does not apply to you. The following requirement applies to you:

Version: August 2021

Eligibility Determination: *How will We determine Your or Your Dependent's eligibility for benefits?*

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your or Your Dependent's eligibility for benefits for any claim You or Your beneficiaries make on The Policy. We will:

- 1) obtain with Your or Your beneficiaries' cooperation and authorization if required by law, only such information that is necessary to evaluate Your or Your beneficiaries' claim and decide whether to accept or deny Your or Your beneficiaries' claim for benefits. We may obtain this information from Your or Your beneficiaries' Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You or Your Dependent's physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your or Your beneficiaries' option and at Your or Your beneficiaries' expense, You or Your beneficiaries may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your or Your beneficiaries' choice. You or Your beneficiaries should provide Us with all information that You or Your beneficiaries want Us to consider regarding Your or Your beneficiaries' claim;
- 2) As part of Our routine operations, We will apply the terms of The Policy for making decisions, including decisions on eligibility, receipt of benefits and claims or explaining policies, procedures and processes;
- 3) if We approve Your claim, We will review Our decision to approve Your or Your beneficiaries claim for benefits as often as is reasonably necessary to determine Your or Your Dependent's continued eligibility for benefits;
- 4) if We deny Your or Your beneficiaries' claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled **Claim Denial**.

In the event We deny Your or Your beneficiaries' claim for benefits, in whole or in part, You or Your beneficiaries can appeal the decision to Us. If You or Your beneficiaries choose to appeal Our decision, the process You or Your beneficiaries must follow is set forth in The Policy provision entitled **Claim Appeal**. If You or Your beneficiaries do not appeal the decision to Us, then the decision will be Our final decision.

2. For Your Questions and Complaints:

State of California Insurance Department
 Consumer Communications Bureau
 300 South Spring Street, South Tower
 Los Angeles, CA 90013
Toll Free: 1(800) 927-HELP
TDD Number: 1(800) 482-4833
Web Address: www.insurance.ca.gov

Colorado:

1. The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.
2. The **Dependent Child(ren)** definition will always include children related to You by civil union.
3. The **Spouse** definition will always include civil unions.
4. Entering a civil union, terminating a civil union, the death of a party to a civil union or a party to a civil union losing employment, which results in a loss of group insurance, will all constitute as a **Change in Family Status**.
5. The **Claim Appeal** provision will always include the following:

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and entitled to a trial by jury.

Florida:

1. **Legal Actions** cannot be taken against Us more than 5 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

2. **NOTICE: The benefits of the policy providing you coverage may be governed primarily by the laws of a state other than Florida.**

Georgia:

1. **NOTICE:** The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based

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upon his or her status as a victim of family abuse.

Idaho:

1. **For Your Questions and Complaints:**

Idaho Department of Insurance

Consumer Affairs

700 W State Street, 3rd Floor

PO Box 83720

Boise, ID 83720-0043

Toll Free: 1-800-721-3272

Web Address: www.DOI.Idaho.gov

Illinois:

1. **For Your Questions and Complaints:**

Illinois Department of Insurance

Consumer Services Station

Springfield, Illinois 62767

Consumer Assistance: 1(866) 445-5364

Officer of Consumer Health Insurance: 1(877) 527-9431

2. In accordance with Illinois law, insurers are required to provide the following **NOTICE** to applicants of insurance policies issued in Illinois.

STATE OF ILLINOIS
The Religious Freedom Protection and Civil Union Act
Effective June 1, 2011

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at www.insurance.illinois.gov.

Indiana:

1. **For Your Questions and Complaints:**

Public Information/Market Conduct

Indiana Department of Insurance

311 W. Washington St. Suite 300

Indianapolis, IN 46204-2787

1(317) 232-2395

Louisiana:

1. The age limit stated in the **Continuation for Dependent Child(ren)** with Disabilities provision is increased to 21, if less than 21.
2. The following requirement applies to you:

Reinstatement after Military Service: *Can coverage be reinstated after return from active military service?*

6.B

If Your or Your Dependents' coverage ends because You or Your Dependents enter active military service, coverage may be reinstated, provided You request such reinstatement upon Your or Your Dependents' release from active military service.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

Maine:

1. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

Massachusetts:

1. The definition of **Terminal Illness or Terminally Ill** shown in the **Accelerated Benefit** cannot exceed 24 months.
2. **NOTICE:** As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org).

This plan is not intended to provide comprehensive health care coverage and **does not meet Minimum Creditable Coverage standards**, even if it does include services that are not available in the insured's other health plans.

If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at www.mass.gov/doi.

Michigan:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Minnesota:

1. You or Your Dependents must be on a documented military leave of absence in order to qualify for the Military Leave of Absence continuation shown in the **Continuation Provisions**.
2. If there are 25 or more residents of Minnesota who are covered under The Policy, or there are fewer than 25 residents and those residents constitute 25% or more of the total number of people covered under The Policy, the Lay Off continuation shown in the **Continuation Provisions** shall not apply to you. The following requirement applies to you:

Minnesota Coverage Continuation: If You are voluntarily or involuntarily terminated or Laid Off by the Employer, You may elect to continue Your Life Insurance coverage (including Dependent Life coverage) by making premium payments to the Employer for the cost of continued coverage. Continued coverage will take effect on the date Your coverage would otherwise have ended and must be elected within 60 days from:

- 1) the date Your coverage would otherwise terminate; or
 - 2) the date You receive a written notice of Your right to continue coverage from the Employer;
- whichever is later.

The amount of premium charged may not exceed 102% of the premium paid for other similarly situated employees who are Actively at Work. The Employer will inform You of:

- 1) Your right to continue coverage;
- 2) the amount of premium; and
- 3) how, where and by when payment must be made.

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Upon request, the Employer will provide You Our written verification of the cost of coverage.

Coverage will be continued until the earliest of:

- 1) the date You are covered under another group policy;
- 2) the date the required premium is due but not paid; or
- 3) the last day of the 18th month following the date of termination or Lay Off.

Upon the termination of continued coverage, You may:

- 1) exercise Your Conversion Right; or
- 2) continue coverage under a group Portability policy; and
- 3) qualify for Retiree coverage.

Minnesota law requires that if Your coverage ends because the Employer fails to notify You of Your right to continue coverage or fails to pay the premium after timely receipt, the Employer will be liable for benefit payments to the extent We would have been liable had You still been covered.

3. If the following paragraph appears in the **Accelerated Benefit** provision, it does not apply to you:

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit

4. If there are 25 or more residents of Minnesota who are covered under The Policy and those 25 residents constitute 25% or more of the total number of people covered under The Policy, You are not required to be insured under The Policy for a specified period of time in order to exercise the **Conversion Right**.

Missouri:

1. The period in which You must remain Disabled to qualify for **Waiver of Premium** cannot exceed 180 days.
2. If Waiver of Premium is approved and You have completed the elimination period, We will retroactively refund to You, or to Your estate if You have died, any premiums paid during the period You have been continuously Disabled.
3. The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

Montana:

1. The time period in which You are required to be insured under The Policy in order to exercise the **Conversion Right** cannot exceed 3 years.
2. If You are eligible to receive the **Felonious Assault Benefit**, We will not exclude for losses that result from a Felonious Assault committed by a member of Your family or a member of the household in which You live.
3. **NOTICE:** Conformity with Montana statutes: The provisions of the certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of the certificate.

New Hampshire:

1. Your Spouse may be eligible to continue his or her Life Insurance coverage in the event of divorce or separation as shown in the **Spouse Continuation** below:

Spouse Continuation: *Can coverage for my Spouse be continued in the event of divorce or separation?*

If:

- 1) You are a resident of New Hampshire;
- 2) You get a divorce or legal separation from a Spouse that is covered under The Policy; and
- 3) the final decree of divorce or legal separation does not expressly prohibit it;

Your former Spouse may continue his or her coverage.

We must receive Your Spouse's written request and the required premium to continue his or her coverage within 30 days of the final decree of divorce or legal separation.

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Solely for the purpose of continuing the coverage, Your Spouse will be considered the insured person. However, Your former Spouse's coverage will not continue beyond the earliest of:

- 1) the 3-year anniversary of the final decree of divorce or legal separation;
- 2) the remarriage of the former Spouse;
- 3) Your death;
- 4) an earlier time as provided by the final decree of divorce or legal separation; or
- 5) a date the coverage would otherwise have ended under the Dependent Termination Provision.

New Mexico:

1. For Your Questions and Complaints:

Office of Superintendent of Insurance
Consumer Assistance Bureau
P.O. Box 1689
Santa Fe, NM 87504-1689
1(855) 427-5674

New York:

1. If the definition of **Spouse** requires the completion of a domestic partner affidavit, the requirement applies to you: The domestic partner affidavit must be notarized and requires that You and Your domestic partner meet all of the following criteria:
 - 1) you are both legally and mentally competent to consent to contract in the state in which you reside;
 - 2) you are not related by blood in a manner that would bar marriage under laws of the state in which you reside;
 - 3) you have been living together on a continuous basis prior to the date of the application;
 - 4) neither of you have been registered as a member of another domestic partnership within the last six months; and
 - 5) you provide proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof).

The domestic partner affidavit further requires that You and Your domestic partner provide proof of financial interdependence in the form of at least two of the following:

- 1) a joint bank account;
- 2) a joint credit card or charge card;
- 3) joint obligation on a loan;
- 4) status as an authorized signatory on the partner's bank account, credit card or charge card;
- 5) joint ownership of holdings or investments, residence, real estate other than residence, major items of personal property (e.g., appliances, furniture), or a motor vehicle;
- 6) listing of both partners as tenants on the lease of the shared residence;
- 7) shared rental payments of residence (need not be shared 50/50)
- 8) listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
- 9) a common household and shared household expenses (e.g., grocery bills, utility bills, telephone bills, etc. and need not be shared 50/50);
- 10) shared household budget for purposes of receiving government benefits;
- 11) status of one as representative payee for the other's government benefits;
- 12) joint responsibility for child care (e.g., school documents, guardianship);
- 13) shared child-care expenses (e.g., babysitting, day care, school bills, etc. and need not be shared 50/50);
- 14) execution of wills naming each other as executor and/or beneficiary;
- 15) designation as beneficiary under the other's life insurance policy;
- 16) designation as beneficiary under the other's retirement benefits account;
- 17) mutual grant of durable power of attorney;
- 18) mutual grant of authority to make health care decisions (e.g., health care power of attorney);
- 19) affidavit by creditor or other individual able to testify to partners' financial interdependence;

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- 20) other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

North Carolina:

1. **NOTICE:** UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:
 - 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
 - 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

IMPORTANT TERMINATION INFORMATION

YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THE CERTIFICATE.

THE CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THE CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.

North Dakota:

1. The **Suicide** provision will only exclude amounts of life insurance in effect within the first year of coverage or within the first year following an increase in coverage.

Ohio:

1. Any references to the **Accelerated Benefit** shall be changed to the **Accelerated Death Benefit**.

Oregon:

1. The **Spouse** definition will include Your domestic partner provided You have registered as domestic partners with a government agency or office where such registration is available. You will not be required to provide proof of such registration.
2. The **Dependent Child(ren)** definition will include children related to You by domestic partnership.
3. The following Jury Duty continuation applies for Employers with 10 or more employees:

Jury Duty: If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:

- 1) elected to have Your coverage continued; and
- 2) provided notice of the election to Your Employer in accordance with Your Employer's notification policy.

Rhode Island:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

South Carolina:

1. The dollar amount stated in the third paragraph of the **Claims to be Paid** provision is changed to \$2,000, if greater than \$2,000.
2. If the **Continuity from a Prior Policy for Disability Extension** provision is included in the Certificate and You qualify for continued coverage, Your Amount of Insurance will be the greater of the amount of life insurance and

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accidental death and dismemberment principal sum that You had under the Prior Policy or the amount shown in the Schedule of Insurance. This Amount of Insurance will be reduced by any coverage amount that is in force, paid or payable under the Prior Policy or that would have been payable under the Prior Policy had timely election been made.

3. If The Policy Terminates or Your Employer ceases to be a Participating Employer and You have been approved for the **Waiver of Premium**, Your coverage under the terms of this provision will not be affected. Your Dependent coverage will continue for a period of 12 months from the date of Policy termination and will be subject to the terms and conditions of The Policy.
4. If The Policy Terminates or Your Employer ceases to be a Participating Employer and You have been approved for the **Disability Extension**, Your and Your Dependent's coverage will be continued for a period of up to 12 months from the date The Policy terminated or Your Employer ceased to be a Participating Employer, as long as premiums are paid when due. Coverage during this period will be subject to the other terms and conditions of the **Disability Extension Ceases** provision. When this extension period is exhausted, You may be eligible to exercise the **Conversion Right** for You and Your Dependent's coverage. **Portability Benefits** will not be available

South Dakota:

1. The definition of **Physician** can include You or a person Related to You by blood or marriage in the event that the Physician is the only one in the area and is acting within the scope of their normal employment.

Texas:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. **NOTICE:**

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Hartford Life and Accident Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Service at 860-547-5000

Toll-free: 1-800-523-2233

Online: <https://www.thehartford.com/contact-the-hartford>

Email: GBD.Customerservice@hartfordlife.com

Mail: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

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Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Hartford Life and Accident Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: servicio al cliente al 860-547-5000

Teléfono gratuito: 1-800-523-2233

En línea: <https://www.thehartford.com/contact-the-hartford>

Correo electrónico: GBD.Customerservice@hartfordlife.com

Dirección postal: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Utah:

1. We will send **Claim Forms** within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.
2. If the **Sending Proof of Loss** provision provides a timeframe in which proof must be submitted before it affects Your claim, this time limitation shall not apply to You.
3. When We determine that benefits are payable, We will make **Claim Payments** within no more than 45 days after **Proof of Loss** is received.
4. Any reference to fraud within the **Incontestability** provision does not apply to You.
5. A Sickness or Injury continuation of at least 6 months must be included in the **Continuation Provisions**.

Vermont:

1. The following requirement applies:

Purpose: This requirement is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this requirement, the civil union must have been established in the state of Vermont according to Vermont law.

General Definitions, Terms, Conditions and Provisions: The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements are hereby superseded as follows:

- 1) Terms that mean or refer to a marital relationship or that may be construed to mean or refer to a marital relationship: such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a civil union.
- 2) Terms that mean or refer to a family relationship arising from a marriage such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include the family relationship created by a civil union.
- 3) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union.
- 4) "Dependent" means a spouse, a party to a civil union, and/or a child or children (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

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- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

Cautionary Disclosure: THIS NOTICE IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE "PURPOSE" PARAGRAPH OF THE NOTICE. THE FEDERAL GOVERNMENT OR ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS NOTICE. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMINE YOUR RIGHTS UNDER THIS CONTRACT

2. Interest on a **Claim Payment** is payable from the date of death until the date payment is made at an interest rate of 6% annually or Our corporate interest rate, whichever is greater.

Virginia:

1. **For Your Questions and Complaints:**

Life and Health Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209
1(804) 371-9741 (inside Virginia)
1(800) 552-7945 (outside Virginia)

Washington:

1. The following **Disputed Diagnosis** requirement applies to You:

Disputed Diagnosis: *What happens if a dispute occurs over whether I am Terminally Ill or my Dependent is Terminally Ill?*

If Your or Your Dependent's attending Physician, and a Physician appointed by Us, disagree on whether You or Your Dependent are Terminally Ill, Our Physician's opinion will not be binding upon You or Your Dependent. The two parties shall attempt to resolve the matter promptly and amicably. If the disagreement is not resolved, You or Your Dependent have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either You or Your Dependent or Us. Any such arbitration shall be conducted in accordance with the laws of the State of Washington. As part of the final decision, the arbitrator or mediator shall award the costs of the arbitrator to one party or the other, or may divide the costs equally or otherwise.

2. A Labor Dispute continuation of at least 6 months must be included in the **Continuations Provisions**.
3. The **Dependent Child(ren)** definition will always include children related to You by domestic partnership.
4. The definition of **Spouse** will always include domestic partners.
5. The provision titled **Suicide** does not apply to you.

Wisconsin:

1. **For Your Questions and Complaints:**

To request a Complaint Form:
Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1(800) 236-8517 (outside of Madison)
1(608) 266-0103 (in Madison)

Group Term Life Insurance

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

CERTIFICATE OF INSURANCE**Policyholder:** COUNTY OF ADAMS**Policy Number:** GL-681867**Policy Effective Date:** January 1, 2021**Policy Anniversary Date:** January 1, 2023

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Kevin Barnett, Secretary

Jonathan Bennett, President

A note on capitalization in this Certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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SCHEDULE OF INSURANCE

The benefits described herein are those in effect as of June 1, 2022.

Cost of Coverage:

Non-Contributory Coverage: Basic Life Insurance
Basic Accidental Death and Dismemberment

Contributory Coverage: Supplemental Life Insurance
Supplemental Dependent Life Insurance

Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

Eligible Class(es) For Coverage: All Regular and Project Designated Full-time Employees, Regular and Project Designated Part-time 3 Employees and Elected Officials, working an average of 30 hours per week (Core) who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least 40 hours weekly

Part-time Employment: at least 30 hours weekly

Annual Enrollment Period: as determined by Your Employer on a yearly basis.

Eligibility Waiting Period for Coverage:

The first day of the month coinciding with or next following the date You enter an Eligible Class(es) for Coverage.

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Policy.

Life Insurance Benefit

Amount of Life Insurance:

Basic Amount of Life Insurance

Maximum Amount

Your annual Earnings, rounded to the next higher \$1,000 if not already a multiple of \$1,000, multiplied by 1 time subject to a maximum of \$300,000

However, in no event will Your Basic Amount of Life Insurance be less than \$10,000.

Supplemental Amount of Life Insurance

Guaranteed Issue Amount

Your annual Earnings, rounded to the next higher \$1,000 if not already a multiple of \$1,000, multiplied by 1 or 2 times subject to a maximum of \$500,000

Maximum Amount

Your annual Earnings, rounded to the next higher \$1,000 if not already a multiple of \$1,000, multiplied by 1,2,3,4,5 times subject to a maximum of \$500,000

However, in no event will Your Supplemental Amount of Life Insurance be less than \$10,000.

Dependent Life Insurance Benefit**Supplemental Amount of Dependent Life Insurance**

	Guaranteed Issue Amount	Maximum Amount
Spouse	The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$30,000.	The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$250,000.
	Maximum Amount	
Dependent Children: live birth but under age 26 year(s)	The amount You elect in increments of \$5,000, subject to a minimum of \$5,000 and a maximum of \$15,000.	

The amount of Spouse Supplemental coverage may never exceed 50% of the Supplemental Amount of Life Insurance in force for the employee.

Accidental Death and Dismemberment Benefit**Basic Principal Sum****Maximum Amount**

1 times Your annual Earnings, subject to a maximum of \$300,000 rounded to the next higher \$1,000 if not already a multiple of \$1,000.

However, in no event will Your Basic Principal Sum be less than \$10,000.

Reduction in Amount of Life Insurance

We will reduce the Amount of Life Insurance for You and Your Dependents by any Amount of Life Insurance in force, paid or payable:

- 1) in accordance with the Conversion Right;
- 2) under the Portability provision; or
- 3) under the Prior Policy.

Additional Accidental Death and Dismemberment Benefits (Employee Only)**Seat Belt Benefit Amount**

Percentage of Accidental Death and Dismemberment Principal Sum: 10%

Maximum Amount: \$10,000

Minimum Amount: \$1,000

Air Bag Benefit Amount

Percentage of Accidental Death and Dismemberment Principal Sum: 5%

Maximum Amount: \$5,000

Repatriation Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%

Maximum Amount: \$5,000

Felonious Assault Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 10%

Maximum Amount: \$10,000

Child Education Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000
 Minimum Benefit: \$1,250

Day Care Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000
 Minimum Benefit: \$1,250

Rehabilitation Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000

Spouse Education Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000
 Minimum Benefit: \$1,250

Adaptive Home and Vehicle Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000

Coma Benefit

Waiting Period: 30 Days
 Maximum Amount: Accidental Death and Dismemberment Principal Sum less all other Accidental Death and Dismemberment payments under The Policy for the Injury

Critical Burn Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000

Therapeutic Counseling Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
 Maximum Amount: \$5,000

ELIGIBILITY AND ENROLLMENT**Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date You become a member of an Eligible Class; or
- 3) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?*

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

No person may be insured:

- 1) as a Dependent and an Active Employee; or
 - 2) as a Dependent of more than one Active Employee;
- under The Policy.

Enrollment: *How do I enroll for coverage?*

For Non-Contributory Coverage, Your Employer will automatically enroll You for coverage. However, You will be required to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us, for Your and Your Dependent's coverage; and
- 2) deliver it to Your Employer.

If You do not enroll for Your coverage and/or Your Dependent's coverage within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll You may enroll for Your coverage and/or Your Dependent's coverage only:

- 1) during an Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Enrollment may be subject to the Evidence of Insurability Requirements provision.

Evidence of Insurability Requirements: *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Life Insurance greater than the Supplemental Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Dependent Evidence of Insurability Requirements: *When will my Dependents first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll for Your Dependents' coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an Amount of Dependent Life Insurance greater than the Supplemental Dependent Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

However, no Evidence of Insurability will be required if the Amount of Life Insurance for Your Dependent Child(ren) is \$15,000 or less.

If Your Dependents' Evidence of Insurability is not satisfactory to Us:

- 1) Your Dependents' Amount of Life Insurance will equal the amount for which Your Dependents were eligible without providing Evidence of Insurability, provided You enrolled Your Dependents within 31 days of the date You were first eligible to enroll;
- 2) Your Dependents will not be covered under The Policy if You enrolled Your Dependents more than 31 days after the date You were first eligible to enroll.

Evidence of Insurability: *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) an attending Physician's statement; and
- 4) any additional information We may require.

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Evidence of Insurability will be furnished at Our expense except for Evidence of Insurability due to late enrollment. We will then determine if You or Your Dependents are insurable for initial coverage or an increase in coverage as described in the Increase in Amount of Life Insurance provision.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

Change in Family Status: *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married or enter a civil union or You execute a domestic partner affidavit;
- 2) You and Your spouse divorce or terminate a civil union or You terminate a domestic partnership;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse or party to a civil union or domestic partner dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse or party to a civil union or domestic partner is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

Non-Contributory Coverage will start on the date You become eligible.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the Policy Anniversary Date on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

All Effective Dates of coverage are subject to the Deferred Effective Date provision.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition, such coverage will not start until the date You are Actively at Work.

Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date, You were not Actively at Work, and would otherwise meet the Eligibility requirements of The Policy. However, Your Amount of Insurance will be the lesser of the amount of life insurance and accidental death and dismemberment principal sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;

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- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Dependent Effective Date: *When does Dependent coverage start?*

Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date; or
- 2) the Policy Anniversary Date on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

Coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependents' Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

Dependent Deferred Effective Date: *When will the effective date for Dependent coverage or a change in coverage be deferred?*

If, on the date Your Dependent, other than a newborn, is to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit; and

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to disabled children who qualify under the definition of Dependent Child(ren).

Confined Elsewhere means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Dependent Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy for my Dependents?*

If on the day before the Policy Effective Date, You were covered with respect to Your Dependents under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependents. However, the Dependent Amount of Insurance will be the lesser of the amount of life insurance:

- 1) Your Dependents had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Change in Coverage: *When may I change my coverage or coverage for my Dependents?*

After Your initial enrollment You may increase or decrease coverage for You or Your Dependents, or add a new Dependent to Your existing Dependent coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

Effective Date for Changes in Coverage: *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change;

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- 2) the date requirements of the Deferred Effective Date provision are met;
- 3) the date Evidence of Insurability is approved, if required; or
- 4) the Policy Anniversary Date on or next following the last day of the Annual Enrollment Period, except for an increase as a result of a Change in Family Status.

Increase in Amount of Life Insurance: *If I request an increase in the Amount of Life Insurance for myself or my Dependents, must we provide Evidence of Insurability?*

If You or Your Dependents are:

- 1) already enrolled for an Amount of Supplemental Life Insurance under The Policy, then You and Your Dependents must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for an Amount of Supplemental Life Insurance under The Policy, You and Your Dependents must provide Evidence of Insurability for any amount of Supplemental Life Insurance coverage including an initial amount.

In any event, if the Amount of Life Insurance You request is greater than the Guaranteed Issue Amount, You or Your Dependents, as applicable, must provide Evidence of Insurability.

If Your Evidence of Insurability is not satisfactory to Us, the Amount of Life Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

If Your Dependents' Evidence of Insurability is not satisfactory to Us, the Amount of Life Insurance he or she had in effect on the date immediately prior to the date You requested the increase will not change.

Increase in Amount of Life Insurance: *If my Amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your Amount of Life Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your Amount of Life Insurance is greater than the Guaranteed Issue Amount. An increase in Earnings which causes an increase in Your Amount of Life Insurance will be accompanied by a corresponding increase in the amount of premium due for this coverage.

Once approved, We will not require Evidence of Insurability again if Your Amount of Life Insurance increases solely because Your Earnings increased.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us,

Your Amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the last day of the month following the date The Policy terminates;
- 2) the last day of the month following the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 3) the last day of the month following the date the premium payment is due but not paid;
- 4) the last day of the month following the date Your Employer terminates Your employment; or
- 5) the last day of the month following the date You are no longer Actively at Work;

unless continued in accordance with any one of the Continuation Provisions.

Reinstatement: *Can my coverage be reinstated after it ends?*

If:

- 1) Your coverage ends because You are no longer employed by the Employer or no longer in Your eligible class; and
- 2) You are rehired or return to Your eligible class within 12 months of the date Your coverage ended;

then coverage for You and Your previously covered Dependents may be reinstated, provided You request such reinstatement within 31 days of the date You return to work or to an eligible class.

The reinstated coverage will:

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- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

We will credit any amount of time You or Your Dependents were previously covered under The Policy toward the satisfaction of time limits under the Suicide and Incontestability provisions of The Policy.

We will not reinstate any amount of coverage which You or Your Dependents:

- 1) converted in accordance with the Conversion Right; or
- 2) continued under the Portability Provision;

unless You cancel such coverage.

Dependent Termination: *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the last day of the month following the date Your coverage ends;
- 2) the last day of the month following the date the required premium is due but not paid;
- 3) the last day of the month following the date You are no longer eligible for Dependent coverage;
- 4) the last day of the month following the date We or the Employer terminate Dependent coverage; or
- 5) the last day of the month following the date the Dependent no longer meets the definition of Dependent;

unless continued in accordance with the Continuation Provisions.

Continuation Provisions: *Can my coverage and coverage for my Dependents be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way.

The amount of continued coverage applicable to You or Your Dependents will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions. The Continuation Provisions shown below may not be applied consecutively.

In all other respects, the terms of Your coverage and coverage for Your Dependents remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage (including Dependent Life coverage) may be continued for 9 month(s) after the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Military Leave of Absence: If You enter active full-time military service and are granted a military leave of absence in writing, Your coverage (including Dependent Life coverage) may be continued for up to 12 weeks. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Lay Off: If You are temporarily laid off by the Employer due to lack of work, all of Your coverage (including Dependent Life coverage) may be continued for 3 months after the month in which the lay off commenced. If the lay off becomes permanent, this continuation will cease immediately.

Disability Insurance: If You are working for the Policyholder and:

- 1) are covered by; and
- 2) meet the definition of disabled under;

a group long term disability insurance policy, issued by Us to Your Employer, Your coverage (including Dependent Life coverage) may be continued for a period of 12 consecutive month(s) from the date You were last Actively at Work while You remain disabled.

Sickness or Injury: If You are not Actively at Work due to sickness or injury, all of Your coverages (including Dependent Life coverage) may be continued:

- 1) for a period of 12 consecutive month(s) from the date You were last Actively at Work; or

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- 2) if such absence results in a leave of absence in accordance with state or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive month(s).

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage(s) (including Dependent Life coverage) may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

Continuation for Dependent Child(ren) with Disabilities: *Will coverage for Dependent Child(ren) with disabilities be continued?*

If Your Dependent Child(ren) reach the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 26 or older; and
- 2) disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child(ren) coverage will not terminate solely due to age. However:

- 1) You must submit proof satisfactory to Us of such Dependent Child(ren)'s disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child(ren) must have become disabled before attaining age 26.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the Amount of Life Insurance for such Dependent Child(ren) will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

Waiver of Premium: *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your and Your Dependents' coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Only Your Dependents who were covered under The Policy when You were last Actively at Work will be covered under Waiver of Premium.

Eligible Coverages: *What coverages are eligible under this provision?*

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependents.

Disabled: *What does Disabled mean?*

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?*

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To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when you become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for 6 consecutive months, starting on the date You were last Actively at Work or provide proof that You have been diagnosed with a life expectancy of 12 months or less; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first 6 month(s) You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right;

for You and Your Dependents.

If You cease to be Disabled and return to work for a total of 5 days or less during the first 6 month(s) that You are Disabled, the 6 month waiting period will not be interrupted. Except for the 5 days or less that You worked, You must be Disabled by the same condition for the total 6 month period. If You return to work for more than 5 days, You must satisfy a new waiting period.

Waiver Ceases: *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 70 if Disabled prior to age 60.

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependents are no longer in an Eligible Class, or Dependent coverage is no longer offered; or
- 5) Your Dependent no longer meets the definition of Dependent.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependents as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependents if You do so within the time limits described in such provision. The Amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Effect of Policy Termination: *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium:

- 1) Your Dependent coverage will terminate; and
- 2) Your coverage under the terms of this provision will not be affected.

BENEFITS

Life Insurance Benefit: *When is the Life Insurance Benefit payable?*

If You or Your Dependents die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

Suicide: *What benefit is payable if death is a result of suicide?*

If You or Your Dependent commit suicide while sane or insane, We will not pay any Supplemental Amount of Life Insurance or Supplemental Amount of Dependent Life Insurance for the deceased person which was elected within the 1 year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings.

This 1 year period includes the time group life insurance coverage was in force under the Prior Policy.

Any premium paid by You during this 1 year period for initial amounts of Supplemental Life Insurance or elected increases in Supplemental Life Insurance, will be returned to Your beneficiary.

Accidental Death and Dismemberment Benefit: *When is the Accidental Death and Dismemberment Benefit payable?*

If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, and the accident occurs while You are covered under this benefit, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss after We receive Proof of Loss in accordance with the Proof of Loss provision.

This benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

For Loss of:

Benefit:

Life.....	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	Principal Sum
One Hand and One Foot.....	Principal Sum
Speech and Hearing in Both Ears.....	Principal Sum
Either Hand or Foot and Sight of One Eye.....	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia).....	Principal Sum
Movement of Both Lower Limbs (Paraplegia).....	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia).....	Three-Quarters of Principal Sum
Movement of the Upper And Lower Limbs of One Side of the Body (Hemiplegia).....	One-Half of Principal Sum
Either Hand or Foot.....	One-Half of Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears.....	One-Half of Principal Sum
Movement of One Limb (Uniplegia).....	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand.....	One-Quarter of Principal Sum

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

Seat Belt and Air Bag Benefit: *When is the Seat Belt and Air Bag Benefit payable?*

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

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This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications.

The Seat Belt and Air Bag Benefit will not be payable if You are operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated; or
- 2) taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Repatriation Benefit: *When is the Repatriation Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence. We will only pay a benefit if Your body is transported across state lines or country borders.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
 - a) preparation of the body for burial or cremation; and
 - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

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The specific amounts for this Benefit are shown in the Schedule of Insurance.

Felonious Assault Benefit: *When is the Felonious Assault Benefit payable?*

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Felonious Assault Benefit, if Injury is the result of a Felonious Assault.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Felonious Assault Benefit will pay the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Felonious Assault Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

Felonious Assault means a violent or criminal act directed at You during the course of:

- 1) a robbery, kidnapping or criminal assault; or
- 2) an attempt at any of the above;

which constitutes a felony under the law.

The Felonious Assault Benefit will not pay for a Loss that results from a Felonious Assault committed by:

- 1) a member of Your family;
- 2) a member of the household in which You live; or
- 3) Your fellow employee.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Child Education Benefit: *When is the Child Education Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Child Education Benefit to Your Dependent Child(ren).

This Benefit will be paid:

- 1) after We receive proof that Your Dependent Child(ren) qualify as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal Sum by the Child Education Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Dependent Child(ren):

- 1) on the date; and
- 2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Student.

Student means Your Dependent Child(ren) who is covered on the date of Your death and:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or

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- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Day Care Benefit: *When is the Day Care Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Day Care Benefit for each of Your Dependent Children who are covered if such Dependent Child is under age 7 at the time of Your death.

This Benefit will be paid:

- 1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of 4 Day Care Benefit payments, for each Dependent Child. The Benefit will be paid to the person who has primary responsibility for the Dependent Child's Day Care expenses.

Proof of enrollment satisfactory to Us for each Dependent Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Dependent Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider;
- 3) a letter from the Day Care facility or Day Care provider stating that the Dependent Child:
 - a) is attending a Day Care Program; or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your Principal Sum by the Day Care Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Dependent Child eligible for the Day Care Benefit.

Day Care or Day Care Program means a program of child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides, and makes a charge for, the care of children; and
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides childcare on a daily basis for 12 months a year.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Rehabilitation Benefit: *When is the Rehabilitation Benefit payable?*

If You sustain an Injury which results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within one (1) year of the date of accident.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

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- 1) the actual Expense Incurred for a Rehabilitative Program;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

Rehabilitative Program means any training which:

- 1) is required due to Your Injury; and
- 2) prepares You for an occupation for which You were not previously trained.

Expense Incurred means the actual cost of:

- 1) training; and
- 2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Spouse Education Benefit: *When is the Spouse Education Benefit payable?*

If You sustain an Injury that results in a Loss of life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Spouse Education Benefit to Your surviving Spouse.

This Benefit will be paid:

- 1) after We receive proof satisfactory to Us that the Spouse has enrolled in an Occupational Training program; and
- 2) according to the General Provisions of The Policy.

The Spouse Education Benefit is the least of:

- 1) the Expense Incurred for Occupational Training;
- 2) the amount resulting from multiplying Your Principal Sum by the Spouse Education Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

If a Principal Sum is payable because of Your death and there is no surviving Spouse, We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision.

Your surviving Spouse must enroll in Occupational Training:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one (1) year of Your death.

Occupational Training means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he or she was not previously qualified.

Expense Incurred means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed;

for the Occupational Training.

The expense must be incurred within two (2) years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Adaptive Home and Vehicle Benefit: *When is the Adaptive Home and Vehicle Benefit payable?*

If You sustain an Injury that results in a Loss, other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Adaptive Home and Vehicle Benefit.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Adaptive Home and Vehicle Benefit pays a benefit for the one-time cost of alterations to Your:

- 1) principal residence; and/or
- 2) private automobile;

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to make the residence accessible and/or the private automobile drivable or rideable for You. The costs must be incurred within two years from the date of accident.

We will pay the Adaptive Home and Vehicle Benefit if:

- 1) such home alterations are:
 - a) made by a person or persons with experience in such alterations; and
 - b) recommended by a recognized organization associated with the Injury; and/or
- 2) such vehicle modifications are:
 - a) carried out by a person or persons with experience in such matters; and
 - b) approved by the Motor Vehicle Department.

The Adaptive Home and Vehicle Benefit will provide an amount equal to the least of:

- 1) the actual cost of the alterations;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Adaptive Home and Vehicle Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Coma Benefit: *When is the Coma Benefit payable?*

If, as a result of an Injury, You:

- 1) are in a Coma within 31 days from the date of accident; and
- 2) remain continuously in a Coma for at least the number of days shown as the Waiting Period;

We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that You remain in a Coma.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

We will pay the benefit until the earliest to occur of:

- 1) the end of the month in which You die;
- 2) the end of the month in which You recover from the Coma; or
- 3) when the total payment equals the Coma Maximum Benefit Amount.

The Coma Maximum Benefit equals Your amount of Principal Sum less all other payments under The Policy for the Injury.

Coma means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Critical Burn Benefit: *When is the Critical Burn Benefit payable?*

If You are Critically Burned and require reconstructive surgery as determined by a Physician, We will pay a Critical Burn Benefit.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Critical Burn Benefit is an amount equal to the least of:

- 1) the actual cost for the expense of the reconstructive surgery;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Critical Burn Percentage; or
- 3) the Maximum Amount for this Benefit.

No benefit is payable under this Benefit for any Loss which has been paid to You under the Accidental Death and Dismemberment Benefit.

Critically Burned means You suffered burns which:

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- 1) are certified by a Physician as more severe than second degree burns; and
- 2) result in scarring over at least 25% of the body which will last indefinitely and can only be corrected through reconstructive surgery.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Therapeutic Counseling Benefit: *When is the Therapeutic Counseling Benefit payable?*

If You sustain an Injury that results in a Loss, other than Loss of life, that is payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Therapeutic Counseling Benefit if You require Therapeutic Counseling due to the Loss.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

Therapeutic Counseling must:

- 1) begin within 90 days of the date of the Loss; and
- 2) be incurred no later than one year of the date of the Loss.

The Therapeutic Counseling Benefit is an amount equal to the least of:

- 1) the Reasonable Expenses incurred for Therapeutic Counseling;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Therapeutic Counseling Percentage;
or
- 3) the Maximum Amount for this Benefit.

Therapeutic Counseling means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

Reasonable Expenses means fees and prices which do not exceed those generally charged for similar Therapeutic Counseling in the local area where such Therapeutic Counseling was received. For purposes of this benefit, We reserve the right to determine Reasonable Expenses. A Reasonable Expense is considered to be incurred on the date the Therapeutic Counseling is rendered.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Accelerated Benefit: *What is the benefit?*

In the event that You or Your Dependent are diagnosed as Terminally Ill while the Terminally Ill person is:

- 1) covered under The Policy for an Amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit in a lump sum amount as shown below, provided We receive proof of such Terminal Illness.

The Accelerated Benefit will not be available to You unless You have been Actively at Work under The Policy.

You must request in writing that a portion of the Terminally Ill person's Amount of Life Insurance be paid as an Accelerated Benefit.

The Amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit. Any premium required will be based on the amount of Your life insurance remaining after the Accelerated Benefit is paid under this benefit. There will be no effect on the Accidental Death and Dismemberment Benefit Principal Sum after the Accelerated Benefit Amount is paid under this benefit.

You may request a minimum Accelerated Benefit amount of \$3,000, and a maximum of \$500,000. However, in no event will the Accelerated Benefit Amount exceed 80% of the Terminally Ill person's Amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$100,000 and are Terminally Ill, You can request any portion of the Amount of Life Insurance Benefits from \$3,000 to \$80,000 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$77,000 in the future.

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A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
 - 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;
- You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an assignment of rights and interest with respect to Your or Your Dependent's Amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

Terminal Illness or Terminally Ill means a life expectancy of 12 months or less.

Proof of Terminal Illness and Examinations: *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependents do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependents refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

Conversion Right: *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, except nonpayment of premium, You and Your Dependents have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

- 1) the Accidental Death and Dismemberment Benefits; or
 - 2) any Amount of Life Insurance for which You or Your Dependents were not eligible and covered;
- under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or,
- 2) coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for 5 years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any Amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, except nonpayment of premium, the full amount of coverage which ended may be converted.

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

Conversion: *How do I convert my coverage or my Dependents' coverage?*

To convert Your coverage or coverage for Your Dependents, You must:

- 1) complete a Notice of Conversion Right form; and
- 2) have Your Employer sign the form.

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the form;

whichever is later. However, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

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- 1) complete and return the request form in the proposal; and
 - 2) pay the required premium for coverage;
- within the time period specified in the proposal.

Any individual policy issued to You or Your Dependents under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: *What are the Conversion Policy provisions?*

The Conversion Policy will:

- 1) be issued on any one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any Amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

Death within the Conversion Period: *What if I or my Dependents die before coverage is converted?*

We will pay the deceased person's Amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates; and
- 2) You or Your Dependent die within 31 days of the date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

Effect of Waiver of Premium on Conversion: *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered. The Insurer will refund the premium paid for such Conversion Policy.

Portability Benefits: *What is Portability?*

Portability is a provision which allows You and Your Dependents to continue coverage under a group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Basic Life Insurance, Supplemental Life Insurance and Supplemental Dependent Life Insurance coverages only.

Qualifying Events: *What are Qualifying Events?*

Qualifying Events for You are:

- 1) Your employment terminates for any reason prior to Normal Retirement Age; or
 - 2) Your membership in an Eligible Class under The Policy ends;
- provided the Qualifying Event occurs prior to Normal Retirement Age.

Qualifying Events for Your Dependents are:

- 1) Your employment terminates, for any reason prior to Normal Retirement Age;
 - 2) Your death;
 - 3) Your membership in a class eligible for Dependent coverage ends; or
 - 4) He or she no longer meets the definition of Dependent, however, a Dependent Child(ren) who reaches the limiting age under The Policy is not eligible for Portability;
- provided the Qualifying Event occurs prior to Normal Retirement Age.

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In order for Dependent Child(ren) coverage to be continued under this provision, You or Your Spouse must elect to continue coverage due to your own Qualifying Event.

Electing Portability: *How do I elect Portability?*

You may elect Portability for Your coverage after Your Basic and Supplemental Life Insurance coverage ends due to a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent coverage ends due to a Qualifying Event. The Policy must still be in force in order for Portability to be available.

To elect Portability for You or Your Dependents, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent's coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

Limitations: *What limitations apply to this benefit?*

You may elect to continue 50%, 75%, or 100% of the Amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.

However, the Amount of Life Insurance that may be continued will not exceed:

- 1) \$250,000 for You;
- 2) \$50,000 for Your Spouse; or
- 3) \$10,000 for Your Dependent Child(ren).

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Dependents be able to continue an Amount of Life Insurance which is less than \$5,000.

Portability is not available for any Amount of Life Insurance for which You or Your Dependents were not eligible and covered.

In addition Portability is not available if You or Your Dependents are entering active military service.

Effect of Portability on Other Provisions: *How does Portability affect other Provisions?*

Portability is not available for any Amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium provision; or
- 3) Continuation provisions;

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability Benefit; or
- 2) the Amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability Benefit.

EXCLUSIONS

Exclusions: *What is not covered under The Policy?*

The Policy does not cover any loss caused or contributed to by:

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- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 6) Injury sustained while committing or attempting to commit a felony; or
- 7) Injury sustained while Intoxicated.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

GENERAL PROVISIONS

Notice of Claim: *When should I notify the Company of a claim?*

You, or the person who has the right to claim benefits, must give Us, written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address, and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

We will send forms to the claimant to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, the claimant may submit any other written proof which fully describes the nature and extent of the claim.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Enrollment form;
- 4) Your Beneficiary Designation (if applicable);
- 5) documentation of:
 - a) the date Your disability began;
 - b) the cause of Your disability; and
 - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us or Our representative:

- 1) with respect to the Life Insurance Benefits within 365 day(s); and
- 2) with respect to the Accidental Death and Dismemberment Benefits within 90 day(s);

after the loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

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If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

Claim Payment: *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

Benefits may be subject to interest payments as required by applicable law.

Claims to be Paid: *To whom will benefits for my claim be paid?*

Life Insurance Benefits and benefits for loss of life under the Accidental Death and Dismemberment Benefit will be paid in accordance with the life insurance Beneficiary Designation provided it does not contradict the Claim Payment provision.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving spouse;
- 3) if Your spouse does not survive You, in equal shares to Your surviving children; or
- 4) if no child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment by reason of having incurred expenses on Your behalf or because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will pay the Life Insurance Benefit and benefits for loss of life under the Accidental Death and Dismemberment Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving spouse or the executor or administrator of Your estate.

If benefits are payable and meet Our guidelines, then You, or your Beneficiary, may elect to receive benefits in a lump sum payment or may elect to receive benefits through a draft book account. The draft book account will be owned by:

- 1) You, if living; or
- 2) Your beneficiary, in the event of Your death.

However, an account will not be established for:

- 1) a benefit payable to Your estate; or
- 2) an amount that is less than \$10,000.

We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Beneficiary Designation: *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

Claim Denial: *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal: *What recourse do my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, the claimant is entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Incontestability: *When can the Life Insurance Benefit of The Policy be contested?*

Except for non-payment of premiums, Your or Your Dependent's Life Insurance Benefit cannot be contested after two years from its effective date.

In the absence of fraud, no statement made by You or Your Spouse relating to Your or Your Spouse's insurability will be used to contest Your insurance for which the statement was made after Your insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You and Your Spouse.

No statement made relating to Your Dependents being insurable will be used to contest their insurance for which the statement was made after their insurance has been in force for two years. In order to be used, the statement must be in writing and signed by You or Your representative.

All statements made by the Policyholder, the Employer or You or Your Spouse under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

Assignment: *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

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- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) more than 6 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: *How does the Company deal with fraud?*

Insurance fraud occurs when You, Your Dependents and/or the Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependents and/or the Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependents and/or the Employer perpetrate insurance fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You or Your Dependents were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

DEFINITIONS

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day, paid time off day, personal day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Contributory Coverage means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

Dependent Child(ren) means:

Your children, stepchildren, legally adopted children, or any other children related to You by blood or marriage or civil union or domestic partnership provided such children are:

- 1) from live birth but not yet 26 years; or
- 2) age 26 or older and disabled. Such children must have become disabled before attaining age 26. You must submit proof, satisfactory to Us, of such children's disability.

Dependents means Your Spouse and Your Dependent Child(ren). A dependent must be a citizen or legal resident of the United States of America, its territories and protectorates.

Earnings means Your gross annual rate of pay in effect on the date immediately prior to the last day You were Actively at Work, including contributions You make through a salary reduction agreement with the Employer to a salary reduction arrangement under an Internal Revenue Code Section 125 plan.

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Earnings does not include bonuses, commissions, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

Employer means the Policyholder.

Guaranteed Issue Amount means the Amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

Injury means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

Motor Vehicle means a self-propelled, four (4) or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

Non-Contributory Coverage means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

Normal Retirement Age means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

Physician means a person who is:

- 1) a doctor of medicine, Osteopathy, Psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You or Related to You by blood or marriage.

Prior Policy means the group life insurance policy carried by the Employer on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

Related means Your Spouse, or someone in a similar relationship in law to You, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Spouse means Your spouse who:

- 1) is not legally separated or divorced from You; and
- 2) is not in active full-time military service.

Spouse will include Your partner in a civil union.

Spouse will include Your domestic partner provided You:

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- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy; or
- 2) have registered as domestic partners with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit or required by law.

The Policy means the Policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us, or Our means the insurance company named on the face page of The Policy.

You or Your means the person to whom this Certificate of Insurance is issued.

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**The Plan Described in this Booklet
is Insured by the**

**Hartford Life and Accident Insurance Company
Hartford, Connecticut
Member of The Hartford Insurance Group**

YOUR BENEFIT PLAN

COUNTY OF ADAMS

Maryland

The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

State Notices

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <https://www.thehartford.com/>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us as follows:

The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999
1-800-523-2233

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

We are providing notice that Hartford Life and Accident Insurance Company is subject to economic and trade sanctions laws and regulations. These laws and regulations, including the laws and regulations administered and enforced by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), prevent Hartford Life and Accident from providing coverage to, and from paying benefits to, entities and individuals where prohibited by applicable law. In addition, these laws and regulations prohibit certain activities with respect to certain countries.

We have included this information to make you aware of the existence and potential impact of these economic and trade sanctions programs on your benefit program.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

Alaska:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Arizona:

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

Arkansas:

1. **NOTICE:** You have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:
Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202
2. The **Policy Interpretation** provision, if shown in the General Provisions section of the Certificate, does not apply to you.

California:

1. **NOTICE: READ YOUR CERTIFICATE CAREFULLY**
You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original Certificate Effective Date. In that event, We

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will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

PLEASE BE ADVISED THAT YOU RETAIN ALL RIGHTS WITH RESPECT TO YOUR POLICY/CERTIFICATE AGAINST YOUR ORIGINAL INSURER IN THE EVENT THE ASSUMING INSURER IS UNABLE TO FULFILL ITS OBLIGATIONS. IN SUCH EVENT YOUR ORIGINAL INSURER REMAINS LIABLE TO YOU NOTWITHSTANDING THE TERMS OF ITS ASSUMPTION AGREEMENT.

2. The **Policy Interpretation** provision, if shown in the General Provisions section of the Certificate, does not apply to you. The following requirement applies to you:

Eligibility Determination: *How will We determine Your eligibility for benefits?*

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your eligibility or Your beneficiaries for benefits for any claim You or Your beneficiaries make on The Policy. We will:

- 1) obtain with Your cooperation and authorization if required by law, only such information that is necessary to evaluate Your claim and decide whether to accept or deny Your claim for benefits. We may obtain this information from Your Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your option and at Your expense, You may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your choice. You should provide Us with all information that You want Us to consider regarding Your claim;
- 2) as a part of Our routine operations, We will apply the terms of The Policy for making decisions, including decisions on eligibility, receipt of benefits and claims, or explaining policies, procedures and processes;
- 3) if We approve Your claim, We will review Our decision to approve Your claim for benefits as often as is reasonably necessary to determine Your continued eligibility for benefits;
- 4) if We deny Your claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled **Claim Denial**.

In the event We deny Your claim for benefits, in whole or in part, You can appeal the decision to Us. If You choose to appeal Our decision, the process You must follow is set forth in The Policy provision entitled **Claim Appeal**. If You do not appeal the decision to Us, then the decision will be Our final decision.

3. **For Your Questions and Complaints:**

State of California Insurance Department
Consumer Communications Bureau
300 South Spring Street, South Tower
Los Angeles, CA 90013

Toll Free: 1(800) 927-HELP

TDD Number: 1(800) 482-4833

Web Address: www.insurance.ca.gov

Colorado:

1. Entering a civil union, terminating a civil union, the death of a party to a civil union or a party to a civil union losing employment, which results in a loss of group insurance, will all constitute as a **Change in Family Status**.
2. The **Complications of Pregnancy** provision, if shown in the **Definitions** section of the Certificate, is revised as follows:

Complications of Pregnancy means a condition whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy, such as:

- 1) acute nephritis or nephrosis;
- 2) cardiac decompensation;
- 3) missed abortion; and
- 4) similar medical and surgical conditions of comparable severity.

Complications of Pregnancy will also include:

- 1) pre-eclampsia;
- 2) placenta previa;
- 3) physician prescribed bed rest for intra-uterine growth retardation, funneling, incompetent cervix;
- 4) termination of ectopic pregnancy;

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- 5) spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible;
- 6) non-elective Cesarean section; and
- 7) similar medical and surgical conditions of comparable severity.

However, the term Complications of Pregnancy will not include:

- 1) elective Cesarean section;
- 2) false labor, occasional spotting, or morning sickness;
- 3) hyperemesis gravidarum; or
- 4) similar conditions associated with the management of a difficult pregnancy not consisting of a nosologically distinct Complication of Pregnancy.

Florida:

1. **NOTICE: The benefits of the policy providing you coverage may be governed primarily by the laws of a state other than Florida.**

Georgia:

1. **NOTICE:** The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

Idaho:

1. **For Your Questions and Complaints:**

Idaho Department of Insurance
Consumer Affairs
700 W State Street, 3rd Floor
PO Box 83720
Boise, ID 83720-0043
Toll Free: 1-800-721-3272
Web Address: www.DOI.Idaho.gov

Illinois:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. **For Your Questions and Complaints:**
Illinois Department of Insurance
Consumer Services Station
Springfield, Illinois 62767
Consumer Assistance: 1(866) 445-5364
Officer of Consumer Health Insurance: 1(877) 527-9431
3. In accordance with Illinois law, insurers are required to provide the following **NOTICE** to applicants of insurance policies issued in Illinois.

STATE OF ILLINOIS The Religious Freedom Protection and Civil Union Act Effective June 1, 2011

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction

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between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at www.insurance.illinois.gov.

Indiana:

1. **For Your Questions and Complaints:**

Public Information/Market Conduct
Indiana Department of Insurance
311 W. Washington St. Suite 300
Indianapolis, IN 46204-2787
1(317) 232-2395

Kansas:

1. The following requirement applies to you:

Policy Interpretation: *Who interprets Policy terms and conditions?*

Pursuant to the Employee Retirement Income Security Act of 1974, as amended (ERISA), Your Employer has delegated to Us the fiduciary responsibility to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. Therefore, We are a fiduciary for The Policy and We have the continuing duty to act prudently and in the interest of You, Your beneficiaries and the other plan participants. If You have a claim for benefits which is denied or ignored, in whole or in part, then You may file suit in state or federal court for a review of Your eligibility or entitlement to benefits under The Policy. This provision only applies where the interpretation of The Policy is governed by ERISA.

Louisiana:

1. The following requirement applies to you:

Reinstatement after Military Service: *Can coverage be reinstated after return from active military service?*

If Your or Your Dependents' coverage ends because You or Your Dependents enter active military service, coverage may be reinstated, provided You request such reinstatement upon Your or Your Dependents' release from active military service.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

Maine:

1. **NOTICE:** The benefits under this policy are subject to reduction due to other sources of income.

This means that your benefits will be reduced by the amount of any other benefits for loss of time provided to you or for which you are eligible as a result of the same period of disability for which you claim benefits under this policy.

Other sources of income are plans or arrangements of coverage that provide disability-related benefits such as Worker's Compensation or other similar governmental programs or laws, or disability-related benefits received from your employer or as the result of your employment, membership or association with any group, union, association or other organization. Other sources of income include disability-related benefits under the United States Social Security Act or an alternate governmental plan, the Railroad Retirement Act, and other similar plans or acts. Other sources of income may also include certain disability-related or retirement benefits that you receive because of your retirement unless you were receiving them prior to becoming disabled.

What comprises other sources of income under this policy is determined by the nature of the policyholder.

Therefore, we strongly urge you to **Read Your Certificate Carefully**. A full description of the plans and types of plans considered to be other sources of income under this policy will be found in the definition of "Other Income Benefits" located in the Definitions section of your certificate.

2. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from

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cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

3. The following requirement applies to you:

Reinstatement: *Can my coverage be reinstated after it ends?*

We will reinstate The Policy upon receipt of all current and late premiums if:

- 1) You, any person authorized to act on Your behalf, or any of Your dependents may request reinstatement of The Policy within 90 days following cancellation of The Policy for nonpayment of premium provided You suffered from cognitive impairment or functional incapacity at the time the contract cancelled; and
- 2) all current and late premium payments are received within 15 days of Our request.

We may request a medical demonstration, at Your expense, that You suffered from cognitive impairment or functional incapacity at the time of cancellation of The Policy.

Massachusetts:

1. The following continuation requirement applies to you:

In accordance with Massachusetts state law, if Your insurance terminates because Your employment terminates or You cease to be a member of an eligible class, Your insurance will automatically be continued until the end of a 31 day period from the date Your insurance terminates or the date You become eligible for similar benefits under another group plan, whichever occurs first. You must pay the required premium for continued coverage.

Additionally, if Your insurance terminates because Your employment is terminated as a result of a plant closing or covered partial closing, Your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

- 1) 90 days from the date You were no longer eligible for coverage as a Full-time Active Employee;
- 2) the date You become eligible for similar benefits under another group plan;
- 3) the last day of the period for which required premium is made;
- 4) the date the group insurance policy terminates; or
- 5) the date Your Employer ceases to be a Participant Employer, if applicable.

Michigan:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Minnesota:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Missouri:

1. The **Exclusions** provision shall only exclude for intentionally self-inflicted Injury, suicide or attempted suicide, which occur while You are sane.

Montana:

1. **NOTICE:** Conformity with Montana statutes: The provisions of this certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this certificate.
2. Pregnancy will be covered, the same as any other Sickness, anything in The Policy to the contrary notwithstanding.
3. The definition of **Physician** in the **Definitions** section will include the following freedom of choice language: You have full freedom of choice in the selection of any health care provider for treatment within the scope and limitations of his or her practice, including a licensed physician, physician assistant, dentist, osteopath, chiropractor, optometrist, podiatrist, psychologist, licensed social worker, licensed professional counselor, licensed marriage and family therapist, acupuncturist, naturopathic physician, physical therapist or advanced

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practice registered nurse.

New Hampshire:

1. If Your claim is denied, You may appeal to Us within 180 days of receipt of the claim denial, subject to the other terms of the **Claim Appeal** provision.
2. The time period stated for legal action to start in the **Legal Actions** provision shown in the **General Provisions** section can not be less than 3 years after the time **Proof of Loss** is required to be given.
3. The time period for receipt of **Medical Care**, as described in the **Pre-existing Condition** definition of the **Exclusions and Limitations** section, is 3 consecutive months. No benefit or increase in benefits for a **Pre-existing Condition** will be payable until You have been treatment free or continuously insured for 9 consecutive months, or less respectively, if shown in the Certificate.
4. Termination of coverage will not affect benefits otherwise payable for a claim incurred while the Policy is in force.
5. **Notice:** This is an ancillary health certificate. This certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.
6. **Notice: READ YOUR CERTIFICATE CAREFULLY** - You have a 30 day right to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days from the later of Your original Certificate Effective Date or the date The Policy was received by the Policyholder. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.
7. **Notice:** The Policy does not provide comprehensive health insurance coverage. It is not intended to satisfy the individual mandate of the Affordable Care Act (ACA) or provide the minimum essential coverage required by the ACA (often referred to as "Major Medical Coverage"). It does not provide coverage for hospital, medical, surgical, or major medical expenses.

New York:

1. The **Other Income Benefits** definition will not include a portion of a settlement or judgment of a lawsuit that represents or compensates for Your loss of earnings.
2. The **Subrogation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
3. The **Reimbursement** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
4. If the definition of **Surviving Spouse** within the **Survivor Income Benefit** requires the completion of a domestic partner affidavit, the following requirement applies to you:

The domestic partner affidavit must be notarized and requires that You and Your domestic partner meet all of the following criteria:

- 1) you are both are legally and mentally competent to consent to contract in the state in which you reside;
- 2) you are not related by blood in a manner that would bar marriage under laws of the state in which you reside;
- 3) you have been living together on a continuous basis prior to the date of the application;
- 4) neither of you have been registered as a member of another domestic partnership within the last six months; and
- 5) you provide proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof).

The domestic partner affidavit further requires that You and Your domestic partner provide proof of financial interdependence in the form of at least two of the following:

- 1) a joint bank account;
- 2) a joint credit card or charge card;
- 3) joint obligation on a loan;
- 4) status as an authorized signatory on the partner's bank account, credit card or charge card;
- 5) joint ownership of holdings or investments, residence, real estate other than residence, major items of personal property (e.g., appliances, furniture), or a motor vehicle;
- 6) listing of both partners as tenants on the lease of the shared residence;
- 7) shared rental payments of residence (need not be shared 50/50)
- 8) listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
- 9) a common household and shared household expenses (e.g., grocery bills, utility bills, telephone bills, etc. and need not be shared 50/50);

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- 10) shared household budget for purposes of receiving government benefits;
- 11) status of one as representative payee for the other's government benefits;
- 12) joint responsibility for child care (e.g., school documents, guardianship);
- 13) shared child-care expenses (e.g., babysitting, day care, school bills, etc. and need not be shared 50/50);
- 14) execution of wills naming each other as executor and/or beneficiary;
- 15) designation as beneficiary under the other's life insurance policy;
- 16) designation as beneficiary under the other's retirement benefits account;
- 17) mutual grant of durable power of attorney;
- 18) mutual grant of authority to make health care decisions (e.g., health care power of attorney);
- 19) affidavit by creditor or other individual able to testify to partners' financial interdependence;
- 20) other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

North Carolina:

1. The **Subrogation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. The **Other Income Benefits** definition will not include a mandatory "no-fault" automobile insurance plan.
3. You are not required to be under the **Regular Care of a Physician** if qualified medical professionals have determined that further medical care and treatment would be of no benefit to You.
4. The **Exclusions** provision shall only exclude for Workers' Compensation if the final adjudication of the Worker's Compensation claim determined that benefits are paid, or may be paid, if duly claimed.
5. Within the **Misstatements** provision reference to fraudulent misstatements will not apply to You.
6. The **Sending Proof of Loss** provision is amended to state that written **Proof of Loss** must be sent to Us within 180 days following the completion of the **Elimination Period**.
7. The **Claims to be Paid** provision is amended to state that We may pay up to \$3,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.
8. **Notice of Claim** may also be given to Our representative, if applicable.
9. **NOTICE:** UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:
 1. CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
 2. WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

IMPORTANT TERMINATION INFORMATION

YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THIS CERTIFICATE.

THIS CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THIS CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.

PRE-EXISTING LIMITATION**READ CAREFULLY**

NO BENEFITS WILL BE PAYABLE UNDER THIS PLAN FOR PRE-EXISTING CONDITIONS WHICH ARE NOT COVERED UNDER THE PRIOR PLAN. PLEASE READ THE LIMITATIONS IN THIS CERTIFICATE.

READ YOUR CERTIFICATE CAREFULLY.**Oregon:**

1. The following Jury Duty continuation applies for Employers with 10 or more employees:

Jury Duty: If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:

- 1) elected to have Your coverage continued; and
- 2) provided notice of the election to Your Employer in accordance with Your Employer's notification policy.

Rhode Island:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

South Carolina:

1. The **Physical Examinations and Autopsy** provision will state that such autopsy must be performed during the period of contestability and must take place in the state of South Carolina.
2. If You become insured under The Policy on the Policy Effective Date and were insured under the Prior Policy within 30 days of being covered under The Policy, the **Pre-existing Condition Limitation** will end on the earliest of:
 - 1) the Policy Effective date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
 - 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.

This is subject to the other terms and conditions of the **Continuity From a Prior Policy** provision.

South Dakota:

1. The definition of **Physician** can include You or a person Related to You by blood or marriage in the event that the Physician is the only one in the area and is acting within the scope of their normal employment.
2. The **Other Income Benefits** definition will not include the amount of any benefit for loss of income, provided to Your family, Your Spouse or Your Spouse's family.

Texas:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable
2. **NOTICE:**

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Hartford Life and Accident Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Service at 860-547-5000

Toll-free: 1-800-523-2233

Online: <https://www.thehartford.com/contact-the-hartford>

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Email: GBD.Customerservice@hartfordlife.com

Mail: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Hartford Life and Accident Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: servicio al cliente al 860-547-5000

Teléfono gratuito: 1-800-523-2233

En línea: <https://www.thehartford.com/contact-the-hartford>

Correo electrónico: GBD.Customerservice@hartfordlife.com

Dirección postal: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Utah:

1. If the **Sending Proof of Loss** provision provides a timeframe in which proof must be submitted before it affects Your claim, this time limitation shall not apply to You.

Vermont:

1. The following requirement applies:

Purpose: Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.

Definitions, Terms, Conditions and Provisions: The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

- 1) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative",

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"beneficiary", "survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.

- 2) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
- 3) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
- 4) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

Virginia:

1. For Your Questions and Complaints:

Life and Health Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209
1(804) 371-9691 (Local number)
1(800) 552-7945 (Virginia toll free number)
1(877) 310-6560 (National toll free number)

Washington:

1. The following continuation applies to you:

General Work Stoppage (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage for a period not exceeding 6 months. If the work stoppage ends, this continuation will cease immediately.

Wisconsin:

1. For Your Questions and Complaints:

To request a Complaint Form:
Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1(800) 236-8517 (outside of Madison)
1(608) 266-0103 (in Madison)

Version: February 2021

Group Disability Income Insurance

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

CERTIFICATE OF INSURANCE

Policyholder: COUNTY OF ADAMS

Policy Number: GRH-681867

Policy Effective Date: January 1, 2021

Policy Anniversary Date: January 1, 2022

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Kevin Barnett, Secretary

Jonathan Bennett, President

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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SCHEDULE OF INSURANCE

The Policy of short term Disability insurance provides You with short term income protection if You become Disabled from a covered Injury, Sickness, or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

Cost of Coverage:

Option 1 - Depending upon the coverage for which You are enrolled, You are not required to contribute toward the cost of coverage under Option 1.

Option 2 - Depending upon the coverage for which You are enrolled, You must contribute toward the cost of coverage under Option 2.

Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

Eligible Class(es) For Coverage:

All Regular Full-time Employees, Regular Part-time Employees, and Elected Officials working an average of 30 hours per week (Core) who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least 40 hours weekly

Part-time Employment: at least 30 hours weekly

Eligibility Waiting Period for Coverage:

The first day of the month coinciding with or next following the date You enter an Eligible Class(es) for Coverage.

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Policy.

Benefits Commence:

Option 1: for Disability caused by Injury: on the 15th day of Total Disability or Disabled and Working;

Option 2: for Disability caused by Injury: on the 15th day of Total Disability or Disabled and Working;

Option 1: for Disability caused by Sickness: the later of the 15th consecutive day of Total Disability or the day following the sick leave or paid parental leave end date.

Option 2: for Disability caused by Sickness: the later of the 15th consecutive day of Total Disability or the day following the sick leave or paid parental leave end date.

Weekly Benefit:

The lesser of:

- 1) 60% of Your Pre-disability Earnings if You have elected Option 1; or
- 2) 75% of Your Pre-disability Earnings if You have elected Option 2; or
- 3) \$1,200 if You have elected Option 1; or
- 4) \$2,000 if You have elected Option 2;

reduced by Other Income Benefits.

Minimum Weekly Benefit:

The lesser of:

- 1) \$25 if You have elected Option 1; or
- 2) \$25 if You have elected Option 2; or
- 3) 60% of the Weekly Benefit before the deduction of Other Income Benefits if You have elected Option 1; or
- 4) 75% of the Weekly Benefit before the deduction of Other Income Benefits if You have elected Option 2.

Maximum Duration of Benefits Payable:

- 1) 11 week(s) if caused by Injury; or
- 2) 11 week(s) if caused by Sickness.

Additional Benefits:**Disabled and Working Benefit**

see benefit

Rehabilitative Employment Benefit

see benefit

ELIGIBILITY AND ENROLLMENT**Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Policy Effective Date; or
- 2) the date on which You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

Enrollment: *How do I enroll for coverage?*

For coverage under Option 1, all eligible Active Employees will be enrolled automatically by the Employer.

For coverage under Option 2, You must enroll. To enroll for coverage You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll:

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) You may enroll at any time.

Evidence of Insurability: *What is Evidence of Insurability and what happens if Evidence of Insurability is not satisfactory to Us?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination, if requested;
- 3) attending Physicians' statements; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Our expense. We will then determine if You are insurable under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Weekly Benefit will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

PERIOD OF COVERAGE**Effective Date:** *When does my coverage start?*

If You are not required to contribute toward The Policy's cost, Your coverage will start:

- 1) for benefit amounts not requiring Evidence of Insurability, on the date You become eligible; or
- 2) for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.

If You must contribute toward The Policy's cost, Your coverage will start on the earliest of:

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- 1) the date You become eligible, for benefit amounts not requiring Evidence of Insurability, if You enroll or have enrolled by then;
- 2) the date on which You enroll, for benefit amounts not requiring Evidence of Insurability, if You do so within 31 days after the date You are eligible; or
- 3) the date We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

on the date Your insurance, or increase in coverage, would otherwise have become effective, Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

Changes in Coverage: *Can I change my benefit options?*

You may change Your benefit option at any time. You may decrease coverage, or increase coverage to a higher option. An increase in coverage will be subject to Your submission of an application that meets Our approval.

Any such increase in coverage is subject to the Deferred Effective Date.

Do coverage amounts change if there is a change in my class or my rate of pay?

Your coverage may increase or decrease on the date there is a change in Your class or Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:

- 1) are an Active Employee; and
- 2) are not absent from work due to being Disabled. If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.

What happens if the Employer changes The Policy?

Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, subject to the Deferred Effective Date provision.

Continuity From A Prior Policy: *Is there continuity of coverage from a Prior Policy?*

If You were:

- 1) insured under the Prior Policy; and
- 2) not eligible to receive benefits under the Prior Policy;

on the day before the Policy Effective Date, the Deferred Effective Date provision will not apply.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the end of the month following the date The Policy terminates;
- 2) the end of the month following the date The Policy no longer insures Your class;
- 3) the end of the month following the date premium payment is due but not paid;
- 4) the last day of the period for which You make any required premium contribution;
- 5) the end of the month following the date Your Employer terminates Your employment; or
- 6) the end of the month following the date You cease to be a Full-time or Part-time Active Employee in an eligible class for any reason;

unless continued in accordance with any of the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium by the Employer; and
- 3) terminates if:
 - a) The Policy terminates; or
 - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage may be continued for 6 month(s) after the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued for 3 month(s) after the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 12 week(s). If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Coverage while Disabled: *Does my insurance continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) while You remain Disabled; and
- 2) until the end of the period for which You are entitled to receive short term Disability Benefits; provided premiums for Your coverage continued to be paid.

After short term Disability Benefit payments have ceased, Your insurance will be reinstated, provided:

- 1) You return to work for one full day as a Full-time or Part-time Active Employee in an eligible class;
- 2) The Policy remains in force; and
- 3) the premiums for You were paid during Your Disability, and continue to be paid.

Extension of Benefits for Disability: *Do my benefits continue if The Policy terminates?*

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

BENEFITS

Disability Benefit: *What are my Disability Benefits under The Policy?*

If, while covered under this Benefit, You:

- 1) become Disabled;
- 2) remain Disabled; and
- 3) submit Proof of Loss to Us;

We will pay the Weekly Benefit.

The amount of any Weekly Benefit payable will be reduced by:

- 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
- 2) any income received from the Employer for the period You are Disabled.

Minimum Weekly Benefit: *Is there a Minimum Weekly Benefit?*

Your Weekly Benefit will not be less than the Minimum Weekly Benefit shown in the Schedule of Insurance.

Partial Week Payment: *How is a benefit calculated for a period of less than a week?*

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If a Weekly Benefit is payable for less than a week, We will pay 1/7 of the Weekly Benefit for each day You were Disabled.

Disabled and Working Benefits: *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, We will use the following calculation to determine Your Weekly Benefit:

$$\text{Weekly Benefit} = \frac{(A - B)}{A} \times C$$

Where

A = Your Weekly Pre-disability Earnings.

B = Your Current Weekly Earnings.

C = The Weekly Benefit payable if You were Totally Disabled.

If You are participating in a program of Rehabilitative Employment approved by Us, We will determine Your Weekly Benefit by the Rehabilitative Employment Benefit.

Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.

Partial Week Payment: *How is a benefit calculated for a period of less than a week?*

If a Weekly Benefit is payable for less than a week, We will pay 1/7 of the Weekly Benefit for each day You were Disabled.

Recurrent Disability: *What happens to my benefits if I return to work as an Active Employee and then become Disabled again?*

When Your return to work as an Active Employee is followed by a Disability, and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 15 consecutive calendar days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for 15 consecutive calendar days or more, any recurrence of a Disability will be treated as a new Disability.

Period of Disability means a continuous length of time during which You are Disabled under The Policy.

Multiple Causes: *How long will benefits be paid if a period of Disability is extended by another cause?*

If a period of Disability is extended by a new cause while Weekly Benefits are payable, Weekly Benefits will continue while You remain Disabled, subject to the following:

- 1) Weekly Benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
- 2) any Exclusions will apply to the new cause of Disability.

Termination of Payment: *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits;
- 8) the date Your Current Weekly Earnings are equal to or greater than 80% of Your Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
- 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration.

Rehabilitative Employment Benefit: *What happens to my benefits if I accept Rehabilitative Employment?*

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If, while You are Totally Disabled or Disabled and Working, You accept Rehabilitative Employment, We will continue to pay a Weekly Benefit.

The Weekly Benefit We will pay will be equal to Your Total Disability Weekly Benefit, less 50% of any income received from the Rehabilitative Employment.

The sum of the Weekly Benefit and total income received from Rehabilitative Employment may not exceed 100% of Your Pre-disability Earnings. If this sum exceeds the Pre-disability Earnings, the Weekly Benefit paid by Us will be reduced by the excess amount.

We reserve the right to review any Rehabilitative Employment You participate in while benefits are being paid under The Policy.

If You remain Totally Disabled or Disabled and Working after a period of Rehabilitative Employment, You may continue to receive benefits under the Total Disability Benefit or Disabled and Working Benefit, subject to the Maximum Payment Period for such benefit.

EXCLUSIONS AND LIMITATIONS

Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury, while sane;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

GENERAL PROVISIONS

Notice of Claim: *When should I notify the Company of a claim?*

You must give Us written notice of a claim within 30 days after Disability occurs. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

We will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability;
 - c) the prognosis of Your Disability;
 - d) Your Pre-disability Earnings, Current Weekly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
 - e) evidence that You are under the Regular Care of a Physician;

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- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release:
 - a) medical, employment and financial information; and
 - b) any other information We may reasonably require;
- 5) disclosure of all information and documentation required by Us relating to Other Income Benefits;
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available; and
- 7) disclosure of all information and documentation required by Us in order to exercise Our Subrogation or Reimbursement rights.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us. If We receive proof that is unsatisfactory, and the claim is not for loss of time for disability, We will notify the appropriate person(s) in writing within 30 calendar days.

Additional Proof of Loss: *What Additional Proof of Loss is the Company entitled to?*

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with Our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. If We receive proof that is unsatisfactory, and the claim is not for loss of time for disability, We will notify the appropriate person(s) in writing within 30 calendar days. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss must be sent to Us within 90 days following the completion of the Benefits Commence period. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability, as reasonably required. In such cases, We must receive the proof within 30 day(s) of the request.

Claim Payment: *When are benefit payments issued?*

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits at the end of each week that You are Disabled. Payments, other than for loss of time for disability, will begin no later than 30 calendar days after We determine benefits are payable. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Benefits may be subject to interest payments as required by applicable law.

Claims to be Paid: *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Claim Denial: *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. If a claim is not for loss of time for disability, We will provide such notification within 30 calendar days. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Claim Appeal: *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so, You:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our final decision on the claim.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Social Security: *When must I apply for Social Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

Plan Offered by a State or Municipal Government: *When must I apply for benefits under a plan offered by a state or municipal government?*

You must apply for disability benefits under a plan offered by a state or municipal government, such as those offered by a public employee retirement system or state teacher retirement system, when the length of Your Disability meets the minimum duration required to apply for such benefits and You are eligible under the plan. You must apply within 45 days from the date of Our request. If the administrator of that alternative plan denies Your eligibility for benefits, You will be required to follow the process established by the administrator to reconsider the denial.

Benefit Estimates: *How does the Company estimate Disability benefits under the United States Social Security Act or an alternative plan offered by a state or municipal government?*

We reserve the right to reduce Your Weekly Benefit by estimating the Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, that You or Your spouse and children may be eligible to receive.

When We determine that You or Your dependent may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your Weekly Benefit by the estimated amount.

Your Weekly Benefit will not be reduced by estimated Social Security disability benefits nor disability benefits under an alternative plan offered by a state or municipal government if:

- 1) You apply for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government if applicable, and pursue all required appeals in accordance with the Social Security and Plan Offered by a State or Municipal Government provisions; and
- 2) You have signed a form authorizing the Social Security Administration, or the administrator of the alternative plan offered by a state or municipal government if applicable, to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your Weekly Benefit by an estimated amount and:

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- 1) You or Your dependent are later awarded Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, We will adjust Your Weekly Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, has been denied, We will adjust Your Weekly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals, or similar level under an alternative plan offered by a state or municipal government when available.

If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were lower than We estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were higher than We estimated, and if Your Weekly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision.

Overpayment: *When does an overpayment occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

Overpayment Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) You;
 - b) any other organization;
 - c) any other insurance company;
 - d) any other person to or for whom payment was made; and
 - e) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Weekly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

Subrogation: *What are Our subrogation rights?*

If You:

- 1) suffer a Disability caused, in full or in part, by the act or omission of any person or legal entity;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from a Third Party by the date that is sixty days prior to the date on which the statute of limitations applicable to the claim expires;

then We will be subrogated to any rights You may have against a Third Party and may, at Our option, bring legal action against or otherwise pursue a Third Party to recover any payments made by Us in connection with the Disability.

Third Party as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Reimbursement: *What are Our reimbursement rights?*

We have the right to be reimbursed for any benefit payments made or required to be made under The Policy for a Disability for which You recover any funds from a Third Party.

If You recover any funds from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You or Your attorney shall hold in constructive trust the lesser of:

- 1) the entire amount of the benefit payment(s) made or required to be made by Us; or
- 2) the total amount of the recovered funds;

less Our pro rata share of any reasonable attorneys' fees and court costs associated with the recovered funds. We have the right of first reimbursement regardless of whether the particular funds recovered are still in Your possession.

By accepting benefit payment(s) under The Policy, You:

- 1) agree to cooperate fully with Our reimbursement rights, including disclosure of all information and documentation required by Us in order to exercise Our reimbursement rights; and
- 2) will not do anything to prejudice Our reimbursement rights.

Third Party as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is given; or
- 2) more than 3 years after the date Proof of Loss is required to be given according to the terms of The Policy.

Insurance Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or Your Employer commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or Your Employer perpetrate Insurance Fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

All statements made by the Policyholder, the Employer or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

Physical Examinations and Autopsy: *Will I be examined during the course of my claim?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as reasonably necessary; and
- 2) to make an autopsy in case of death where it is not forbidden by law.

DEFINITIONS

Actively at Work means at work with the Employer on a day that is one of the Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Current Weekly Earnings means weekly earnings You receive from:

- 1) Your Employer; and
- 2) other employment;

while You are Disabled and eligible for the Disabled and Working Benefit.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Weekly Earnings.

Current Weekly Earnings also includes the pay You could have received for another job or a modified job if:

- 1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
- 2) the requirements of the position were consistent with:
 - a) Your education, training and experience; and
 - b) Your capabilities as medically substantiated by Your Physician.

Disabled and Working means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis, and as a result, Your Current Weekly Earnings are more than 20%, but are less than 80% of Your Pre-disability Earnings.

Disability or Disabled means Total Disability or Disabled and Working Disability.

Employer means the Policyholder.

Essential Duty means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

Injury means bodily injury resulting:

- 1) directly from accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy. However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.

Mental Illness means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

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For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

Other Income Benefits means the amount of any benefit for loss of income, provided to You or Your family, as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You or Your family are eligible or that are paid to You or Your family, or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) mandatory "no-fault" automobile insurance plan;
- 5) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;that You, Your spouse and/or children, are eligible to receive because of Your Disability; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You become Disabled; or
 - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means the amount of any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under Your Employer's Retirement plan;
- 2) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 3) portion of a judgement or settlement of a claim or lawsuit that represents or compensates for Your loss of earnings, less Our pro rata share of any associated reasonable attorneys' fees and court costs; or
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
 - a) You were receiving it prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;(Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your after-tax contributions.).

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You or Related to You by blood or marriage.

Pre-disability Earnings means Your gross weekly rate of pay in effect on the last day You were Actively at Work before You became Disabled, including:

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- 1) the weekly average of earnings from shift differential over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled; and
- 2) contributions You make through a salary reduction agreement with the Employer to a salary reduction arrangement under an Internal Revenue Code Section 125 plan.

Pre-disability Earnings does not include bonuses, commissions, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

Prior Policy means the short term disability insurance carried by the Employer on the day before the Policy Effective Date.

Regular Care of a Physician means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
 - a) consistent with the diagnosis of the disabling condition;
 - b) according to guidelines established by medical, research, and rehabilitative organizations; and
 - c) administered as often as needed;to achieve the maximum medical improvement.

Rehabilitative Employment means employment or service which:

- 1) prepares a Disabled person to resume gainful work; and
- 2) is approved, in writing, by Us.

Related means Your spouse, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Retirement Plan means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

- 1) a profit sharing plan;
- 2) thrift, savings or stock ownership plans;
- 3) a non-qualified deferred compensation plan; or
- 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.

Sickness means a Disability which is:

- 1) caused or contributed to by:
 - a) any condition, illness, disease or disorder of the body;
 - b) any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from an accidental ingestion of a contaminated substance;
 - c) hernia of any type unless it is the immediate result of an accidental Injury covered by The Policy; or
 - d) pregnancy;
- 2) caused or contributed to by any medical or surgical treatment for a condition shown in item 1) above.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

The Policy means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

Total Disability or Totally Disabled means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

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from performing the Essential Duties of Your Occupation, and as a result, You are earning 20% or less of Your Pre-disability Earnings.

If You are in an occupation that requires You to maintain a license, Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation alone, does not mean that You are disabled from Your Occupation.

We, Our, or Us means the insurance company named on the face page of The Policy.

Weekly Benefit means a weekly sum payable to You while You are Disabled, subject to the terms of The Policy.

Your Occupation means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

You or Your means the person to whom this certificate is issued.

Maryland

The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

State Notices

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <https://www.thehartford.com/>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us as follows:

The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999
1-800-523-2233

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

We are providing notice that Hartford Life and Accident Insurance Company is subject to economic and trade sanctions laws and regulations. These laws and regulations, including the laws and regulations administered and enforced by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), prevent Hartford Life and Accident from providing coverage to, and from paying benefits to, entities and individuals where prohibited by applicable law. In addition, these laws and regulations prohibit certain activities with respect to certain countries.

We have included this information to make you aware of the existence and potential impact of these economic and trade sanctions programs on your benefit program.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

Alaska:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Arizona:

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

Arkansas:

1. **NOTICE:** You have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:
Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202
2. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

California:

1. **NOTICE: READ YOUR CERTIFICATE CAREFULLY**
You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original Certificate Effective Date. In that event, We

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will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

PLEASE BE ADVISED THAT YOU RETAIN ALL RIGHTS WITH RESPECT TO YOUR POLICY/CERTIFICATE AGAINST YOUR ORIGINAL INSURER IN THE EVENT THE ASSUMING INSURER IS UNABLE TO FULFILL ITS OBLIGATIONS. IN SUCH EVENT YOUR ORIGINAL INSURER REMAINS LIABLE TO YOU NOTWITHSTANDING THE TERMS OF ITS ASSUMPTION AGREEMENT.

2. The **Policy Interpretation** provision, if shown in the General Provisions section of the Certificate, does not apply to you. The following requirement applies to you:

Eligibility Determination: *How will We determine Your eligibility for benefits?*

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your eligibility or Your beneficiaries for benefits for any claim You or Your beneficiaries make on The Policy. We will:

- 1) obtain with Your cooperation and authorization if required by law, only such information that is necessary to evaluate Your claim and decide whether to accept or deny Your claim for benefits. We may obtain this information from Your Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your option and at Your expense, You may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your choice. You should provide Us with all information that You want Us to consider regarding Your claim;
- 2) as a part of Our routine operations, We will apply the terms of The Policy for making decisions, including decisions on eligibility, receipt of benefits and claims, or explaining policies, procedures and processes;
- 3) if We approve Your claim, We will review Our decision to approve Your claim for benefits as often as is reasonably necessary to determine Your continued eligibility for benefits;
- 4) if We deny Your claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled **Claim Denial**.

In the event We deny Your claim for benefits, in whole or in part, You can appeal the decision to Us. If You choose to appeal Our decision, the process You must follow is set forth in The Policy provision entitled **Claim Appeal**. If You do not appeal the decision to Us, then the decision will be Our final decision.

3. **For Your Questions and Complaints:**

State of California Insurance Department
Consumer Communications Bureau
300 South Spring Street, South Tower
Los Angeles, CA 90013
Toll Free: 1(800) 927-HELP
TDD Number: 1(800) 482-4833
Web Address: www.insurance.ca.gov

Colorado:

1. The **Surviving Children** definition within the **Survivor Income Benefit** will always include children related to You by civil union.
2. The **Surviving Spouse** definition within the **Survivor Income Benefit** will always include civil unions.
3. Entering a civil union, terminating a civil union, the death of a party to a civil union or a party to a civil union losing employment, which results in a loss of group insurance, will all constitute as a **Change in Family Status**.
4. The **Complications of Pregnancy** provision, if shown in the **Definitions** section of the Certificate, is revised as follows:

Complications of Pregnancy means a condition whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy, such as:

- 1) acute nephritis or nephrosis;
- 2) cardiac decompensation;
- 3) missed abortion; and
- 4) similar medical and surgical conditions of comparable severity.

Complications of Pregnancy will also include:

- 1) pre-eclampsia;

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- 2) placenta previa;
- 3) physician prescribed bed rest for intra-uterine growth retardation, funneling, incompetent cervix;
- 4) termination of ectopic pregnancy;
- 5) spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible;
- 6) non-elective Cesarean section; and
- 7) similar medical and surgical conditions of comparable severity.

However, the term Complications of Pregnancy will not include:

- 1) elective Cesarean section;
- 2) false labor, occasional spotting, or morning sickness;
- 3) hyperemesis gravidarum; or
- 4) similar conditions associated with the management of a difficult pregnancy not consisting of a nosologically distinct Complication of Pregnancy.

Florida:

1. **NOTICE: The benefits of the policy providing you coverage may be governed primarily by the laws of a state other than Florida.**

Georgia:

1. **NOTICE:** The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

Idaho:

1. **For Your Questions and Complaints:**

Idaho Department of Insurance
Consumer Affairs
700 W State Street, 3rd Floor
PO Box 83720
Boise, ID 83720-0043
Toll Free: 1-800-721-3272
Web Address: www.DOI.Idaho.gov

Illinois:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. **For Your Questions and Complaints:**
Illinois Department of Insurance
Consumer Services Station
Springfield, Illinois 62767
Consumer Assistance: 1(866) 445-5364
Officer of Consumer Health Insurance: 1(877) 527-9431
3. In accordance with Illinois law, insurers are required to provide the following **NOTICE** to applicants of insurance policies issued in Illinois.

STATE OF ILLINOIS The Religious Freedom Protection and Civil Union Act Effective June 1, 2011

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other

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jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at www.insurance.illinois.gov.

Indiana:

1. **For Your Questions and Complaints:**

Public Information/Market Conduct
Indiana Department of Insurance
311 W. Washington St. Suite 300
Indianapolis, IN 46204-2787
1(317) 232-2395

Kansas:

1. The following requirement applies to you:

Policy Interpretation: *Who interprets Policy terms and conditions?*

Pursuant to the Employee Retirement Income Security Act of 1974, as amended (ERISA), Your Employer has delegated to Us the fiduciary responsibility to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. Therefore, We are a fiduciary for The Policy and We have the continuing duty to act prudently and in the interest of You, Your beneficiaries and the other plan participants. If You have a claim for benefits which is denied or ignored, in whole or in part, then You may file suit in state or federal court for a review of Your eligibility or entitlement to benefits under The Policy. This provision only applies where the interpretation of The Policy is governed by ERISA.

Louisiana:

1. The following requirement is applicable to you:

Reinstatement after Military Service: *Can coverage be reinstated after return from active military service?*

If Your or Your Dependents' coverage ends because You or Your Dependents enter active military service, coverage may be reinstated, provided You request such reinstatement upon Your or Your Dependents' release from active military service.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

Maine:

1. **NOTICE:** The benefits under the policy are subject to reduction due to other sources of income.

This means that your benefits will be reduced by the amount of any other benefits for loss of time provided to you or for which you are eligible as a result of the same period of disability for which you claim benefits under the policy.

Other sources of income are plans or arrangements of coverage that provide disability-related benefits such as Worker's Compensation or other similar governmental programs or laws, or disability-related benefits received from your employer or as the result of your employment, membership or association with any group, union, association or other organization. Other sources of income include disability-related benefits under the United States Social Security Act or an alternate governmental plan, the Railroad Retirement Act, and other similar plans or acts. Other sources of income may also include certain disability-related or retirement benefits that you receive because of your retirement unless you were receiving them prior to becoming disabled.

What comprises other sources of income under the policy is determined by the nature of the policyholder. Therefore, we strongly urge you to **Read Your Certificate Carefully**. A full description of the plans and types of plans considered to be other sources of income under the policy will be found in the definition of "Other Income Benefits" located in the Definitions section of your certificate.

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2. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

3. The following **requirement is applicable to you:**

Reinstatement: *Can my coverage be reinstated after it ends?*

We will reinstate The Policy upon receipt of all current and late premiums if:

- 1) You, any person authorized to act on Your behalf, or any of Your dependents may request reinstatement of The Policy within 90 days following cancellation of The Policy for nonpayment of premium provided You suffered from cognitive impairment or functional incapacity at the time the contract cancelled; and
- 2) all current and late premium payments are received within 15 days of Our request.

We may request a medical demonstration, at Your expense, that You suffered from cognitive impairment or functional incapacity at the time of cancellation of The Policy.

Massachusetts:

1. The **Surviving Children** definition in the **Survivor Income Benefit** will also include a child in the process of adoption.
2. The following continuation requirement is applicable to you

In accordance with Massachusetts state law, if Your insurance terminates because Your employment terminates or You cease to be a member of an eligible class, Your insurance will automatically be continued until the end of a 31 day period from the date Your insurance terminates or the date You become eligible for similar benefits under another group plan, whichever occurs first. You must pay the required premium for continued coverage.

Additionally, if Your insurance terminates because Your employment is terminated as a result of a plant closing or covered partial closing, Your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

- 1) 90 days from the date You were no longer eligible for coverage as a Full-time Active Employee;
- 2) the date You become eligible for similar benefits under another group plan;
- 3) the last day of the period for which required premium is made;
- 4) the date the group insurance policy terminates; or
- 5) the date Your Employer ceases to be a Participant Employer, if applicable.

Michigan:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Minnesota:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Missouri:

1. The **Exclusions** provision shall only exclude for intentionally self-inflicted Injury, suicide or attempted suicide, which occur while You are sane.

Montana:

1. **NOTICE:** Conformity with Montana statutes: The provisions of the certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of the certificate.
2. Pregnancy will be covered, the same as any other sickness, anything in The Policy to the contrary notwithstanding.
3. The definition of **Physician** in the **Definitions** section will include the following freedom of choice language: You

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have full freedom of choice in the selection of any health care provider for treatment within the scope and limitations of his or her practice, including a licensed physician, physician assistant, dentist, osteopath, chiropractor, optometrist, podiatrist, psychologist, licensed social worker, licensed professional counselor, licensed marriage and family therapist, acupuncturist, naturopathic physician, physical therapist or advanced practice registered nurse.

New Hampshire:

1. If Your claim is denied, You may appeal to Us within 180 days of receipt of the claim denial, subject to the other terms of the **Claim Appeal** provision.
2. The time period stated for legal action to start in the **Legal Actions** provision shown in the **General Provisions** section can not be less than 3 years after the time **Proof of Loss** is required to be given.
3. The time period for receipt of **Medical Care**, as described in the **Pre-existing Condition** definition of the **Exclusions and Limitations** section, is 3 consecutive months. No benefit or increase in benefits for a **Pre-existing Condition** will be payable until You have been treatment free or continuously insured for 9 consecutive months, or less respectively, if shown in the Certificate.
4. Termination of coverage will not affect benefits otherwise payable for a claim incurred while the Policy is in force.
5. **Notice:** This is an ancillary health certificate. This certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.
6. **Notice: READ YOUR CERTIFICATE CAREFULLY** - You have a 30 day right to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days from the later of Your original Certificate Effective Date or the date The Policy was received by the Policyholder. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.
7. **Notice:** The Policy does not provide comprehensive health insurance coverage. It is not intended to satisfy the individual mandate of the Affordable Care Act (ACA) or provide the minimum essential coverage required by the ACA (often referred to as "Major Medical Coverage"). It does not provide coverage for hospital, medical, surgical, or major medical expenses.

New Jersey:

1. The **Surviving Children** definition within the **Survivor Income Benefit** will always include children related to You by civil union.
2. The **Surviving Spouse** definition within the **Survivor Income Benefit** will always include civil unions and domestic partners, provided You continue to meet the requirements described in the domestic partner affidavit, civil union license or civil union certificate or as required by law. Same sex relationships entered into under the laws of another State or Country, which closely approximate a civil union or a domestic partnership under New Jersey law, will be recognized as civil unions or domestic partners under New Jersey law.

New York:

1. The **Other Income Benefits** definition will not include a portion of a settlement or judgment of a lawsuit that represents or compensates for Your loss of earnings.
2. The **Subrogation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
3. The **Reimbursement** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
4. If the definition of **Surviving Spouse** within the **Survivor Income Benefit** requires the completion of a domestic partner affidavit, the following requirement applies to you:

The domestic partner affidavit must be notarized and requires that You and Your domestic partner meet all of the following criteria:

- 1) you are both legally and mentally competent to consent to contract in the state in which you reside;
- 2) you are not related by blood in a manner that would bar marriage under laws of the state in which you reside;
- 3) you have been living together on a continuous basis prior to the date of the application;
- 4) neither of you have been registered as a member of another domestic partnership within the last six months; and
- 5) you provide proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof).

The domestic partner affidavit further requires that You and Your domestic partner provide proof of financial interdependence in the form of at least two of the following:

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- 1) a joint bank account;
- 2) a joint credit card or charge card;
- 3) joint obligation on a loan;
- 4) status as an authorized signatory on the partner's bank account, credit card or charge card;
- 5) joint ownership of holdings or investments, residence, real estate other than residence, major items of personal property (e.g., appliances, furniture), or a motor vehicle;
- 6) listing of both partners as tenants on the lease of the shared residence;
- 7) shared rental payments of residence (need not be shared 50/50)
- 8) listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
- 9) a common household and shared household expenses (e.g., grocery bills, utility bills, telephone bills, etc. and need not be shared 50/50);
- 10) shared household budget for purposes of receiving government benefits;
- 11) status of one as representative payee for the other's government benefits;
- 12) joint responsibility for child care (e.g., school documents, guardianship);
- 13) shared child-care expenses (e.g., babysitting, day care, school bills, etc. and need not be shared 50/50);
- 14) execution of wills naming each other as executor and/or beneficiary;
- 15) designation as beneficiary under the other's life insurance policy;
- 16) designation as beneficiary under the other's retirement benefits account;
- 17) mutual grant of durable power of attorney;
- 18) mutual grant of authority to make health care decisions (e.g., health care power of attorney);
- 19) affidavit by creditor or other individual able to testify to partners' financial interdependence;
- 20) other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

North Carolina:

1. The **Subrogation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. The **Other Income Benefits** definition will not include a mandatory "no-fault" automobile insurance plan.
3. You are not required to be under the **Regular Care of a Physician** if qualified medical professionals have determined that further medical care and treatment would be of no benefit to You.
4. The **Exclusions** provision shall only exclude for Workers' Compensation if the final adjudication of the Worker's Compensation claim determined that benefits are paid, or may be paid, if duly claimed.
5. Within the **Misstatements** provision reference to fraudulent misstatements will not apply to You.
6. The **Sending Proof of Loss** provision is amended to state that written **Proof of Loss** must be sent to Us within 180 days following the completion of the **Elimination Period**.
7. The **Claims to be Paid** provision is amended to state that We may pay up to \$3,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.
8. **Notice of Claim** may also be given to Our representative, if applicable.
9. **NOTICE:** UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:
 1. CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
 2. WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

IMPORTANT TERMINATION INFORMATION

YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THE CERTIFICATE.

THE CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THE CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.

PRE-EXISTING LIMITATION READ CAREFULLY

NO BENEFITS WILL BE PAYABLE UNDER THIS PLAN FOR PRE-EXISTING CONDITIONS WHICH ARE NOT COVERED UNDER THE PRIOR PLAN. PLEASE READ THE LIMITATIONS IN THE CERTIFICATE.

READ YOUR CERTIFICATE CAREFULLY.

Oregon:

1. The definition of **Surviving Spouse** within the **Survivor Income Benefit** will include Your domestic partner provided You have registered as domestic partners with a government agency or office where such registration is available. You will not be required to provide proof of such registration.
2. The **Surviving Children** definition within the **Survivor Income Benefit** will include children related to You by domestic partnership.
3. The following Jury Duty continuation applies for Employers with 10 or more employees:

Jury Duty: If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:

- 1) elected to have Your coverage continued; and
- 2) provided notice of the election to Your Employer in accordance with Your Employer's notification policy.

Rhode Island:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

South Carolina:

1. The **Physical Examinations and Autopsy** provision will state that such autopsy must be performed during the period of contestability and must take place in the state of South Carolina.
2. If You become insured under The Policy on the Policy Effective Date and were insured under the Prior Policy within 30 days of being covered under The Policy, the **Pre-existing Condition Limitation** will end on the earliest of:
 - 1) the Policy Effective date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
 - 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.

This is subject to the other terms and conditions of the **Continuity From a Prior Policy** provision.

South Dakota:

1. The definition of **Physician** can include You or a person Related to You by blood or marriage in the event that the Physician is the only one in the area and is acting within the scope of their normal employment.
2. The **Other Income Benefits** definition will not include the amount of any benefit for loss of income, provided to Your family, Your Spouse or Your Spouse's family.

Texas:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

2. **NOTICE:**

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Hartford Life and Accident Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Service at 860-547-5000

Toll-free: 1-800-523-2233

Online: <https://www.thehartford.com/contact-the-hartford>

Email: GBD.Customerservice@hartfordlife.com

Mail: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Hartford Life and Accident Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: servicio al cliente al 860-547-5000

Teléfono gratuito: 1-800-523-2233

En línea: <https://www.thehartford.com/contact-the-hartford>

Correo electrónico: GBD.Customerservice@hartfordlife.com

Dirección postal: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Utah:

1. If the **Sending Proof of Loss** provision provides a timeframe in which proof must be submitted before it affects Your claim, this time limitation shall not apply to You.

Vermont:

1. The following requirement applies:

Purpose: Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.

Definitions, Terms, Conditions and Provisions: The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements are hereby superseded as follows:

- 1) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.
- 2) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
- 3) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
- 4) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under the policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

2. Vermont Mental Health and Substance Abuse Exclusion and Limitation Parity:

If You become Disabled as a legal resident of Vermont and The Policy covers 25 or more legal residents of Vermont, the following applies:

- a. Disability due to Mental Illness or Substance Abuse may not be excluded from coverage; and
- b. the Maximum Duration of Benefits for Disability due to Mental Illness or Substance Abuse may not be limited. The Maximum Duration of Benefits shown in the Schedule of Insurance shall apply to You.

Virginia:

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1. For Your Questions and Complaints:

Life and Health Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209
1(804) 371-9691 (Local number)
1(800) 552-7945 (Virginia toll free number)
1(877) 310-6560 (National toll free number)

Washington:

1. The following continuation applies to you:

General Work Stoppage (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage for a period not exceeding 6 months. If the work stoppage ends, this continuation will cease immediately.

Wisconsin:

1. For Your Questions and Complaints:

To request a Complaint Form:
Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1(800) 236-8517 (outside of Madison)
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Group Disability Income Insurance

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

CERTIFICATE OF INSURANCE

Policyholder: COUNTY OF ADAMS

Policy Number: GLT-681867

Policy Effective Date: January 1, 2021

Policy Anniversary Date: January 1, 2022

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Kevin Barnett, Secretary

Jonathan Bennett, President

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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SCHEDULE OF INSURANCE

The Policy of long term Disability insurance provides You with long term income protection if You become Disabled from a covered injury, sickness or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

Cost of Coverage:

Option 1 - Depending upon the coverage for which You are enrolled, You are not required to contribute toward the cost of coverage under Option 1.

Option 2 - Depending upon the coverage for which You are enrolled, You must contribute toward the cost of coverage under Option 2.

Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

Eligible Class(es) For Coverage: All Regular Full-time Employees, Regular Part-time 3 Employees, and Elected Officials working an average of 30 hours per week (Core) who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least 40 hours weekly

Part-time Employment: at least 30 hours weekly

Eligibility Waiting Period for Coverage:

The first day of the month coinciding with or next following the date You enter an Eligible Class(es) for Coverage.

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Policy.

Elimination Period:

Option 1: 180 day(s)

Option 2: 90 day(s)

Maximum Monthly Benefit:

Option 1: \$9,000

Option 2: \$10,000

Minimum Monthly Benefit: The greater of:

- 1) \$100 if You have elected Option 1; or
- 2) \$100 if You have elected Option 2; or
- 3) 10% of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits if You have elected Option 1; or
- 4) 10% of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits if You have elected Option 2.

Benefit Percentage:

Option 1: 60%

Option 2: 66 2/3%

Maximum Duration of Benefits

Option 1:

Maximum Duration of Benefits Table

Age When Disabled

Prior to Age 63

Benefits Payable

To Normal Retirement Age or 48 months, if greater

45

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Age 63	To Normal Retirement Age or 42 months, if greater
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

Year of Birth	Normal Retirement Age
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

Option 2:**Maximum Duration of Benefits Table**

Age When Disabled	Benefits Payable
Prior to Age 63	To Normal Retirement Age or 48 months, if greater
Age 63	To Normal Retirement Age or 42 months, if greater
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

Year of Birth	Normal Retirement Age
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months

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1959
1960 or after

66 + 10 months
67

Additional Benefit:

Family Care Credit Benefit

see benefit

Survivor Income Benefit

see benefit

Workplace Modification Benefit

see benefit

ELIGIBILITY AND ENROLLMENT

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Policy Effective Date; or
- 2) the date on which You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

Enrollment: *How do I enroll for coverage?*

For coverage under Option 1, all eligible Active Employees will be enrolled automatically by the Employer.

For coverage under Option 2, You must enroll. To enroll for coverage You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll:

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) You may only enroll within 31 days of the date You have a Change in Family Status.

Evidence of Insurability: *What is Evidence of Insurability and what happens if Evidence of Insurability is not satisfactory to Us?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination, if requested;
- 3) attending Physicians' statements; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Our expense. We will then determine if You are insurable under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your Monthly Benefit will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Change in Family Status: *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married or enter a civil union or You execute a domestic partner affidavit;
- 2) You and Your spouse divorce or terminate a civil union or You terminate a domestic partnership;

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- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse or party to a civil union or domestic partner dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse or party to a civil union or domestic partner is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

If You are not required to contribute toward The Policy's cost, Your coverage will start:

- 1) for benefit amounts not requiring Evidence of Insurability, on the date You become eligible; or
- 2) for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.

If You must contribute toward The Policy's cost, Your coverage will start on the earliest of:

- 1) the date You become eligible, for benefit amounts not requiring Evidence of Insurability, if You enroll or have enrolled by then;
- 2) the date on which You enroll, for benefit amounts not requiring Evidence of Insurability, if You do so within 31 days after the date You are eligible; or
- 3) the date We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

on the date Your insurance, or increase in coverage, would otherwise have become effective, Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

Changes in Coverage: *Can I change my benefit options?*

You may change Your benefit option only within 31 days of a Change in Family Status. At such time You may decrease coverage, or increase coverage to a higher option. An increase in coverage will be subject to Your submission of an application that meets Our approval.

If You enroll for a change in benefit option within 31 days following a Change in Family Status, the change will take effect on the later of:

- 1) the date You enroll for the change; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

Any such increase in coverage is subject to the following provisions:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitation.

Do coverage amounts change if there is a change in my class or my rate of pay?

Your coverage may increase or decrease on the date there is a change in Your class or Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:

- 1) are an Active Employee; and
- 2) are not absent from work due to being Disabled. If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.

What happens if the Employer changes The Policy?

Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, subject to the following provisions:

- 1) the Deferred Effective Date provision; and

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2) Pre-existing Conditions Limitation.

Continuity From A Prior Policy: *Is there continuity of coverage from a Prior Policy?*

If You were:

- 1) insured under the Prior Policy; and
- 2) not eligible to receive benefits under the Prior Policy;

on the day before the Policy Effective Date, the Deferred Effective Date provision will not apply.

Is my coverage under The Policy subject to the Pre-existing Condition Limitation?

If You become insured under The Policy on the Policy Effective Date and were covered under the Prior Policy on the day before the Policy Effective Date, the Pre-existing Conditions Limitation will end on the earliest of:

- 1) the Policy Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
- 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:

- 1) the Monthly Benefit which was paid by the Prior Policy; or
- 2) the Monthly Benefit provided by The Policy.

The Pre-existing Conditions Limitation will apply after the Policy Effective Date to the amount of a benefit increase which results from a change from the Prior Policy to The Policy, a change in benefit options, a change of class or a change in The Policy.

Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy?

If You received monthly benefits for disability under the Prior Policy, and You returned to work as a Full-time or Part-time Active Employee before the Policy Effective Date, then, if within 6 months of Your return to work:

- 1) You have a recurrence of the same disability while covered under The Policy; and
- 2) there are no benefits available for the recurrence under the Prior Policy;

the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the end of the month following the date The Policy terminates;
- 2) the end of the month following the date The Policy no longer insures Your class;
- 3) the end of the month following the date premium payment is due but not paid;
- 4) the last day of the period for which You make any required premium contribution;
- 5) the end of the month following the date Your Employer terminates Your employment; or
- 6) the end of the month following the date You cease to be a Full-time or Part-time Active Employee in an eligible class for any reason;

unless continued in accordance with any of the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium by the Employer; and
- 3) terminates if:
 - a) The Policy terminates; or
 - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage may be continued for 6 month(s) after the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued for 3 month(s) after the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 12 week(s). If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Coverage while Disabled: *Does my insurance continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The Policy.

Waiver of Premium: *Am I required to pay premiums while I am Disabled?*

No premium will be due for You:

- 1) after the Elimination Period; and
- 2) for as long as benefits are payable.

Extension of Benefits for Disability: *Do my benefits continue if The Policy terminates?*

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

BENEFITS

Disability Benefit: *What are my Disability Benefits under The Policy?*

We will pay You a Monthly Benefit if You:

- 1) become Disabled while insured under The Policy;
- 2) are Disabled throughout the Elimination Period;
- 3) remain Disabled beyond the Elimination Period; and
- 4) submit Proof of Loss to Us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly. However, benefits will not exceed the Maximum Duration of Benefits.

Mental Illness Benefits: *Are benefits limited for Mental Illness?*

If You are Disabled because of:

- 1) Mental Illness that results from any cause; or
- 2) any condition that may result from Mental Illness;

then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.

Benefits will be payable:

- 1) for as long as You are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
- 2) if not confined, or after You are discharged and still Disabled, for a total of 24 months for all such disabilities during Your lifetime.

Substance Abuse Limitation: *Are benefits limited for alcoholism or Substance Abuse?*

If You are Disabled because of:

- 1) alcoholism; or
- 2) the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance;

then, subject to all other Policy provisions, benefits will be payable for 24 month(s), provided You are:

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- 1) confined in a hospital or other place licensed to provide medical care for the disabling condition; or
- 2) actively participating in a rehabilitative program approved by Us.

Recurrent Disability: *What happens if I Recover but become Disabled again?*

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active Employee are less than one-half (1/2) the number of days of Your Elimination Period.

Any day within such period of Recovery, will not count toward the Elimination Period.

After the Elimination Period, if You return to work as an Active Employee and then become Disabled and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 6 months of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for 6 months or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

Period of Disability means a continuous length of time during which You are Disabled under The Policy.

Recover or Recovery means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

Calculation of Monthly Benefit: Return to Work Incentive: *How are my Disability benefits calculated?*

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to 12 consecutive months as follows:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

Calculation of Monthly Benefit: *What happens if the sum of my Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of my Pre-disability Earnings?*

If the sum of Your Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess. However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.

If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.

Minimum Monthly Benefit: *Is there a Minimum Monthly Benefit?*

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

Partial Month Payment: *How is the benefit calculated for a period of less than a month?*

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If a Monthly Benefit is payable for a period of less than a month, We will pay 1/30 of the Monthly Benefit for each day You were Disabled.

Termination of Payment: *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits Table;
- 8) the date Your Current Monthly Earnings:
 - a) are equal to or greater than 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
 - b) are greater than the lesser of the product of Your Indexed Pre-disability Earnings and the Benefit Percentage or the Maximum Monthly Benefit if You are receiving benefits for being Disabled from Any Occupation;
- 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration; or
- 10) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:
 - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
 - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation;provided a qualified Physician or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation.

Family Care Credit Benefit: *What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?*

If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:

- 1) Family Care means the care or supervision of:
 - a) Your children under age 13; or
 - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
- 2) the maximum monthly deduction allowed for each qualifying child or family member is:
 - a) \$350 during the first 12 months of Rehabilitation; and
 - b) \$175 thereafter;but in no event may the deduction exceed the amount of Your monthly earnings;
- 3) Family Care Credits may not exceed a total of \$2,500 during a calendar year;
- 4) the deduction will be reduced proportionally for periods of less than a month;
- 5) the charges for Family Care must be documented by a receipt from the caregiver;
- 6) the credit will cease on the first to occur of the following:
 - a) You are no longer in a Rehabilitation program; or
 - b) Family Care Credits for 24 months have been deducted during Your Disability; and
- 7) no Family Care provided by someone Related to the family member receiving the care will be eligible as a deduction under this provision.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under The Policy if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of Your Indexed Pre-disability Earnings.

Survivor Income Benefit: *Will my survivors receive a benefit if I die while receiving Disability Benefits?*

If You were receiving a Monthly Benefit at the time of Your death, We will pay a Survivor Income Benefit, when We receive proof satisfactory to Us:

- 1) of Your death; and
- 2) that the person claiming the benefit is entitled to it.

We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.

The Survivor Income Benefit will only be paid:

- 1) to Your Surviving Spouse; or
- 2) if no Surviving Spouse, in equal shares to Your Surviving Children.

If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.

However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.

If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.

The Survivor Income Benefit is calculated as 6 times the lesser of:

- 1) Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or
- 2) The Maximum Monthly Benefit.

Surviving Spouse means Your spouse who was not legally separated or divorced from You when You died. Spouse will include Your partner in a civil union.

"Spouse" will include Your domestic partner provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy; or
- 2) have registered as domestic partners with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit or required by law.

Surviving Children means Your unmarried children, step children, legally adopted children who, on the date You die, are primarily dependent on You for support and maintenance and who are under age 26.

The term Surviving Children will also include any other children related to You by blood or marriage or civil union or domestic partnership and who:

- 1) lived with You in a regular parent-child relationship; and
- 2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death.

Workplace Modification Benefit: *Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?*

We will reimburse Your Employer for the expense of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active Employee. You qualify for this benefit if:

- 1) Your Disability is covered by The Policy;
- 2) the Employer agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of Your job; and
- 3) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such Workplace Modification shall not exceed \$25,000.

We have the right, at Our expense, to have You examined or evaluated by:

- 1) a Physician or other health care professional; or
- 2) a vocational expert or rehabilitation specialist;

of Our choice so that We may evaluate the appropriateness of any proposed modification.

We will reimburse the Employer's costs for approved Workplace Modifications after:

- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active Employee.

Workplace Modification means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of The Policy.

EXCLUSIONS AND LIMITATIONS

Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted injury, while sane.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive month(s).

Pre-existing Condition means:

- 1) any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

GENERAL PROVISIONS

Notice of Claim: *When should I notify the Company of a claim?*

You must give Us written notice of a claim within 30 days after Disability or loss occurs. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

We will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include but is not limited to the following:

- 1) documentation of:

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- a) the date Your Disability began;
- b) the cause of Your Disability;
- c) the prognosis of Your Disability;
- d) Your Pre-disability Earnings, Current Monthly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
- e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release:
 - a) medical, employment and financial information; and
 - b) any other information We may reasonably require;
- 5) disclosure of all information and documentation required by Us relating to Other Income Benefits;
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available; and
- 7) disclosure of all information and documentation required by Us in order to exercise Our Subrogation or Reimbursement rights.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us. If We receive proof that is unsatisfactory, and the claim is not for loss of time for disability, We will notify the appropriate person(s) in writing within 30 calendar days.

Additional Proof of Loss: *What Additional Proof of Loss is the Company entitled to?*

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with Our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. If We receive proof that is unsatisfactory, and the claim is not for loss of time for disability, We will notify the appropriate person(s) in writing within 30 calendar days. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss must be sent to Us within 90 days following the completion of the Elimination Period. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability, as reasonably required. In such cases, We must receive the proof within 30 day(s) of the request.

Claim Payment: *When are benefit payments issued?*

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits at the end of each month that You are Disabled. Payments, other than for loss of time for disability, will begin no later than 30 calendar days after We determine benefits are payable. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Benefits may be subject to interest payments as required by applicable law.

Claims to be Paid: *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

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- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Claim Denial: *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. If a claim is not for loss of time for disability, We will provide such notification within 30 calendar days. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Claim Appeal: *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so You:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our final decision on the claim.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Social Security: *When must I apply for Social Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

Plan Offered by a State or Municipal Government: *When must I apply for benefits under a plan offered by a state or municipal government?*

You must apply for disability benefits under a plan offered by a state or municipal government, such as those offered by a public employee retirement system or state teacher retirement system, when the length of Your Disability meets the minimum duration required to apply for such benefits and You are eligible under the plan. You must apply within 45 days from the date of Our request. If the administrator of that alternative plan denies Your eligibility for benefits, You will be required to follow the process established by the administrator to reconsider the denial.

Benefit Estimates: *How does the Company estimate Disability benefits under the United States Social Security Act or an alternative plan offered by a state or municipal government?*

We reserve the right to reduce Your Monthly Benefit by estimating the Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, that You or Your spouse and children may be eligible to receive.

When We determine that You or Your dependent may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your Monthly Benefit by the estimated amount.

Your Monthly Benefit will not be reduced by estimated Social Security disability benefits nor disability benefits under an alternative plan offered by a state or municipal government if:

- 1) You apply for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government if applicable, and pursue all required appeals in accordance with the Social Security and Plan Offered by a State or Municipal Government provisions; and

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- 2) You have signed a form authorizing the Social Security Administration, or the administrator of the alternative plan offered by a state or municipal government if applicable, to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your Monthly Benefit by an estimated amount and:

- 1) You or Your dependent are later awarded Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, We will adjust Your Monthly Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, has been denied, We will adjust Your Monthly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals, or similar level under an alternative plan offered by a state or municipal government when available.

If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were lower than We estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were higher than We estimated, and if Your Monthly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision.

Overpayment: *When does an overpayment occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

Overpayment Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) You;
 - b) any other organization;
 - c) any other insurance company;
 - d) any other person to or for whom payment was made; and
 - e) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

Subrogation: *What are Our subrogation rights?*

If You:

- 1) suffer a Disability caused, in full or in part, by the act or omission of any person or legal entity;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from a Third Party by the date that is sixty days prior to the date on which the statute of limitations applicable to the claim expires;

then We will be subrogated to any rights You may have against a Third Party and may, at Our option, bring legal action against or otherwise pursue a Third Party to recover any payments made by Us in connection with the Disability.

Third Party as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Reimbursement: *What are Our reimbursement rights?*

We have the right to be reimbursed for any benefit payments made or required to be made under The Policy for a Disability for which You recover any funds from a Third Party.

If You recover any funds from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You or Your attorney shall hold in constructive trust the lesser of:

- 1) the entire amount of the benefit payment(s) made or required to be made by Us; or
- 2) the total amount of the recovered funds;

less Our pro rata share of any reasonable attorneys' fees and court costs associated with the recovered funds. We have the right of first reimbursement regardless of whether the particular funds recovered are still in Your possession.

By accepting benefit payment(s) under The Policy, You:

- 1) agree to cooperate fully with Our reimbursement rights, including disclosure of all information and documentation required by Us in order to exercise Our reimbursement rights; and
- 2) will not do anything to prejudice Our reimbursement rights.

Third Party as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is given; or
- 2) more than 3 years after the date Proof of Loss is required to be given according to the terms of The Policy.

Insurance Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or Your Employer commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or Your Employer perpetrate Insurance Fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

All statements made by the Policyholder, the Employer or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

Physical Examinations and Autopsy: *Will I be examined during the course of my claim?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as reasonably necessary; and
- 2) to make an autopsy in case of death where it is not forbidden by law.

DEFINITIONS

Actively at Work means at work with the Employer on a day that is one of the Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Any Occupation means any occupation for which You are qualified by education, training or experience, and that has an earnings potential greater than the lesser of:

- 1) the product of Your Indexed Pre-disability Earnings and the Benefit Percentage; or
- 2) the Maximum Monthly Benefit.

Current Monthly Earnings means monthly earnings You receive from:

- 1) Your Employer; and
- 2) other employment;

while You are Disabled.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Monthly Earnings.

Current Monthly Earnings also includes the pay You could have received for another job or a modified job if:

- 1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
- 2) the requirements of the position were consistent with:
 - a) Your education, training and experience; and
 - b) Your capabilities as medically substantiated by Your Physician.

Disability or Disabled means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation during the Elimination Period;
- 2) Your Occupation, for the 2 year(s) following the Elimination Period, and as a result Your Current Monthly Earnings are less than 80% of Your Indexed Pre-disability Earnings; and
- 3) after that, Any Occupation.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, but Your Current Monthly Earnings are equal to or greater than 80% of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of 12 months from the original date of Disability, or until such time as Your Current Monthly Earnings are less than 80% of Your Pre-disability Earnings, whichever occurs first. For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by Your Employer, or another employer, and You refused the offer.

Your Disability must result from:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, alone, does not mean that You are Disabled.

Elimination Period means the longer of the number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable or the expiration of any Employer sponsored short term disability benefits or salary continuation program, excluding benefits required by state law.

Employer means the Policyholder.

Essential Duty means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

Indexed Pre-disability Earnings means Your Pre-disability Earnings adjusted annually by adding the lesser of:

- 1) 10%; or
- 2) the percentage change in the Consumer Price Index (CPI-W).

The percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W. The adjustment is made January 1st each year after You have been Disabled for 12 consecutive month(s), provided You are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

Mental Illness means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

Monthly Benefit means a monthly sum payable to You while You are Disabled, subject to the terms of The Policy.

Monthly Income Loss means Your Pre-disability Earnings minus Your Current Monthly Earnings.

Other Income Benefits means the amount of any benefit for loss of income, provided to You or Your family, as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You or Your family are eligible or that are paid to You or Your family, or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) mandatory "no-fault" automobile insurance plan;
- 5) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;

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- c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;
- that You, Your spouse and/or children, are eligible to receive because of Your Disability; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You become Disabled; or
 - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means the amount of any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under Your Employer's Retirement Plan;
- 2) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 3) portion of a judgement or settlement of a claim or lawsuit that represents or compensates for Your loss of earnings, less Our pro rata share of any associated reasonable attorneys' fees and court costs;
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
 - a) You were receiving it prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;(Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your after-tax contributions.); or
- 5) retirement benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;that You, Your spouse and/or children receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:

- 1) the amount attributed to loss of income; and
- 2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, and the time period to be 24 month(s). We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You or Related to You by blood or marriage.

Pre-disability Earnings means Your gross monthly rate of pay in effect on the last day You were Actively at Work before You became Disabled, including:

- 1) the monthly average of earnings from shift differential over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled; and
 - a) contributions You make through a salary reduction agreement with the Employer to a salary reduction arrangement under an Internal Revenue Code Section 125 plan.

Pre-disability Earnings does not include bonuses, commissions, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

Prior Policy means the long term disability insurance carried by the Employer on the day before the Policy Effective Date.

Regular Care of a Physician means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
 - a) consistent with the diagnosis of the disabling condition;
 - b) according to guidelines established by medical, research, and rehabilitative organizations; and
 - c) administered as often as needed;
 to achieve the maximum medical improvement.

Rehabilitation means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, any necessary and feasible:

- 1) vocational testing;
- 2) vocational training;
- 3) alternative treatment plans such as:
 - a) support groups;
 - b) physical therapy;
 - c) occupational therapy; or
 - d) speech therapy;
- 4) work-place modification to the extent not otherwise provided;
- 5) job placement;
- 6) transitional work; and
- 7) similar services.

Related means Your spouse, or someone in a similar relationship in law to You, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Retirement Plan means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

- 1) a profit sharing plan;
- 2) thrift, savings or stock ownership plans;
- 3) a non-qualified deferred compensation plan; or
- 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

The Policy means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Our, or Us means the insurance company named on the face page of The Policy.

Your Occupation means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

You or Your means the person to whom this certificate is issued.

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**The Plan Described in this Booklet
is Insured by the**

**Hartford Life and Accident Insurance Company
Hartford, Connecticut
Member of The Hartford Insurance Group**

YOUR BENEFIT PLAN

COUNTY OF ADAMS

Maryland

The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

State Notices

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <https://www.thehartford.com/>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us as follows:

The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999
1-800-523-2233

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

We are providing notice that Hartford Life and Accident Insurance Company is subject to economic and trade sanctions laws and regulations. These laws and regulations, including the laws and regulations administered and enforced by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), prevent Hartford Life and Accident from providing coverage to, and from paying benefits to, entities and individuals where prohibited by applicable law. In addition, these laws and regulations prohibit certain activities with respect to certain countries.

We have included this information to make you aware of the existence and potential impact of these economic and trade sanctions programs on your benefit program.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

Alaska:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Arizona:

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

Arkansas:

1. **NOTICE:** You have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:
Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202
2. The **Policy Interpretation** provision, if shown in the General Provisions section of the Certificate, does not apply to you

California:

1. **NOTICE: READ YOUR CERTIFICATE CAREFULLY**
You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original Certificate Effective Date. In that event, We

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will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

PLEASE BE ADVISED THAT YOU RETAIN ALL RIGHTS WITH RESPECT TO YOUR POLICY/CERTIFICATE AGAINST YOUR ORIGINAL INSURER IN THE EVENT THE ASSUMING INSURER IS UNABLE TO FULFILL ITS OBLIGATIONS. IN SUCH EVENT YOUR ORIGINAL INSURER REMAINS LIABLE TO YOU NOTWITHSTANDING THE TERMS OF ITS ASSUMPTION AGREEMENT.

2. The **Policy Interpretation** provision, if shown in the General Provisions section of the Certificate, does not apply to you. The following requirement applies to you:

Eligibility Determination: *How will We determine Your eligibility for benefits?*

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your eligibility or Your beneficiaries for benefits for any claim You or Your beneficiaries make on The Policy. We will:

- 1) obtain with Your cooperation and authorization if required by law, only such information that is necessary to evaluate Your claim and decide whether to accept or deny Your claim for benefits. We may obtain this information from Your Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your option and at Your expense, You may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your choice. You should provide Us with all information that You want Us to consider regarding Your claim;
- 2) as a part of Our routine operations, We will apply the terms of The Policy for making decisions, including decisions on eligibility, receipt of benefits and claims, or explaining policies, procedures and processes;
- 3) if We approve Your claim, We will review Our decision to approve Your claim for benefits as often as is reasonably necessary to determine Your continued eligibility for benefits;
- 4) if We deny Your claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled **Claim Denial**.

In the event We deny Your claim for benefits, in whole or in part, You can appeal the decision to Us. If You choose to appeal Our decision, the process You must follow is set forth in The Policy provision entitled **Claim Appeal**. If You do not appeal the decision to Us, then the decision will be Our final decision.

3. **For Your Questions and Complaints:**

State of California Insurance Department
Consumer Communications Bureau
300 South Spring Street, South Tower
Los Angeles, CA 90013

Toll Free: 1(800) 927-HELP

TDD Number: 1(800) 482-4833

Web Address: www.insurance.ca.gov

Colorado:

1. Entering a civil union, terminating a civil union, the death of a party to a civil union or a party to a civil union losing employment, which results in a loss of group insurance, will all constitute as a **Change in Family Status**.
2. The **Complications of Pregnancy** provision, if shown in the **Definitions** section of the Certificate, is revised as follows:

Complications of Pregnancy means a condition whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy, such as:

- 1) acute nephritis or nephrosis;
- 2) cardiac decompensation;
- 3) missed abortion; and
- 4) similar medical and surgical conditions of comparable severity.

Complications of Pregnancy will also include:

- 1) pre-eclampsia;
- 2) placenta previa;
- 3) physician prescribed bed rest for intra-uterine growth retardation, funneling, incompetent cervix;
- 4) termination of ectopic pregnancy;

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- 5) spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible;
- 6) non-elective Cesarean section; and
- 7) similar medical and surgical conditions of comparable severity.

However, the term Complications of Pregnancy will not include:

- 1) elective Cesarean section;
 - 2) false labor, occasional spotting, or morning sickness;
 - 3) hyperemesis gravidarum; or
 - 4) similar conditions associated with the management of a difficult pregnancy not consisting of a nosologically distinct Complication of Pregnancy.
3. The **Claim Appeal** provision will always include the following:

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and entitled to a trial by jury.

4. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Florida:

1. **NOTICE: The benefits of the policy providing you coverage may be governed primarily by the laws of a state other than Florida.**

Georgia:

1. **NOTICE:** The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

Idaho:

1. **For Your Questions and Complaints:**

Idaho Department of Insurance
Consumer Affairs
700 W State Street, 3rd Floor
PO Box 83720
Boise, ID 83720-0043

Toll Free: 1-800-721-3272

Web Address: www.DOI.Idaho.gov

2. **Notice to Buyer: This is a disability income protection policy.**
3. The **Benefits Commence** provision, shown in the **Schedule of Insurance** section of the Certificate, cannot exceed:
- 1) 90 days for plan designs with a **Maximum Duration of Benefits Payable** of 1 year or less;
 - 2) 180 days for plan designs with a **Maximum Duration of Benefits Payable** of more than 1 year but less than 2 years; or
 - 3) 365 days for plan designs with a **Maximum Duration of Benefits Payable** of 2 years or more.
4. The **Maximum Duration of Benefits Payable** provision, shown in the **Schedule of Insurance** section of the Certificate, cannot be less than 6 months. If the plan design includes both short term and long term disability benefits, the combined short term disability and long term disability **Maximum Duration of Benefits** cannot be less than 6 months.

Illinois:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. **For Your Questions and Complaints:**
Illinois Department of Insurance
Consumer Services Station
Springfield, Illinois 62767
Consumer Assistance: 1(866) 445-5364
Officer of Consumer Health Insurance: 1(877) 527-9431
3. In accordance with Illinois law, insurers are required to provide the following **NOTICE** to applicants of insurance policies issued in Illinois.

Version: November 2021

STATE OF ILLINOIS
The Religious Freedom Protection and Civil Union Act
Effective June 1, 2011

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at www.insurance.illinois.gov.

Indiana:

1. **For Your Questions and Complaints:**

Public Information/Market Conduct
 Indiana Department of Insurance
 311 W. Washington St. Suite 300
 Indianapolis, IN 46204-2787
 1(317) 232-2395

Kansas:

1. The following requirement applies to you:

Policy Interpretation: *Who interprets Policy terms and conditions?*

Pursuant to the Employee Retirement Income Security Act of 1974, as amended (ERISA), Your Employer has delegated to Us the fiduciary responsibility to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. Therefore, We are a fiduciary for The Policy and We have the continuing duty to act prudently and in the interest of You, Your beneficiaries and the other plan participants. If You have a claim for benefits which is denied or ignored, in whole or in part, then You may file suit in state or federal court for a review of Your eligibility or entitlement to benefits under The Policy. This provision only applies where the interpretation of The Policy is governed by ERISA.

Louisiana:

1. The following requirement applies to you:

Reinstatement after Military Service: *Can coverage be reinstated after return from active military service?*

If Your or Your Dependents' coverage ends because You or Your Dependents enter active military service, coverage may be reinstated, provided You request such reinstatement upon Your or Your Dependents' release from active military service.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

Maine:

1. **NOTICE:** The benefits under this policy are subject to reduction due to other sources of income.

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This means that your benefits will be reduced by the amount of any other benefits for loss of time provided to you or for which you are eligible as a result of the same period of disability for which you claim benefits under this policy.

Other sources of income are plans or arrangements of coverage that provide disability-related benefits such as Worker's Compensation or other similar governmental programs or laws, or disability-related benefits received from your employer or as the result of your employment, membership or association with any group, union, association or other organization. Other sources of income include disability-related benefits under the United States Social Security Act or an alternate governmental plan, the Railroad Retirement Act, and other similar plans or acts. Other sources of income may also include certain disability-related or retirement benefits that you receive because of your retirement unless you were receiving them prior to becoming disabled.

What comprises other sources of income under this policy is determined by the nature of the policyholder. Therefore, we strongly urge you to **Read Your Certificate Carefully**. A full description of the plans and types of plans considered to be other sources of income under this policy will be found in the definition of "Other Income Benefits" located in the Definitions section of your certificate.

2. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

3. The following requirement applies to you:

Reinstatement: *Can my coverage be reinstated after it ends?*

We will reinstate The Policy upon receipt of all current and late premiums if:

- 1) You, any person authorized to act on Your behalf, or any of Your dependents may request reinstatement of The Policy within 90 days following cancellation of The Policy for nonpayment of premium provided You suffered from cognitive impairment or functional incapacity at the time the contract cancelled; and
- 2) all current and late premium payments are received within 15 days of Our request.

We may request a medical demonstration, at Your expense, that You suffered from cognitive impairment or functional incapacity at the time of cancellation of The Policy.

Massachusetts:

1. The following continuation requirement applies to you:

In accordance with Massachusetts state law, if Your insurance terminates because Your employment terminates or You cease to be a member of an eligible class, Your insurance will automatically be continued until the end of a 31 day period from the date Your insurance terminates or the date You become eligible for similar benefits under another group plan, whichever occurs first. You must pay the required premium for continued coverage.

Additionally, if Your insurance terminates because Your employment is terminated as a result of a plant closing or covered partial closing, Your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

- 1) 90 days from the date You were no longer eligible for coverage as a Full-time Active Employee;
- 2) the date You become eligible for similar benefits under another group plan;
- 3) the last day of the period for which required premium is made;
- 4) the date the group insurance policy terminates; or
- 5) the date Your Employer ceases to be a Participant Employer, if applicable.

Michigan:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Minnesota:

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1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Missouri:

1. The **Exclusions** provision shall only exclude for intentionally self-inflicted Injury, suicide or attempted suicide, which occur while You are sane.

Montana:

1. **NOTICE:** Conformity with Montana statutes: The provisions of this certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this certificate.
2. Pregnancy will be covered, the same as any other Sickness, anything in The Policy to the contrary notwithstanding.
3. The definition of **Physician** in the **Definitions** section will include the following freedom of choice language: You have full freedom of choice in the selection of any health care provider for treatment within the scope and limitations of his or her practice, including a licensed physician, physician assistant, dentist, osteopath, chiropractor, optometrist, podiatrist, psychologist, licensed social worker, licensed professional counselor, licensed marriage and family therapist, acupuncturist, naturopathic physician, physical therapist or advanced practice registered nurse.

New Hampshire:

1. If Your claim is denied, You may appeal to Us within 180 days of receipt of the claim denial, subject to the other terms of the **Claim Appeal** provision.
2. The time period stated for legal action to start in the **Legal Actions** provision shown in the **General Provisions** section can not be less than 3 years after the time **Proof of Loss** is required to be given.
3. The time period for receipt of **Medical Care**, as described in the **Pre-existing Condition** definition of the **Exclusions and Limitations** section, is 3 consecutive months. No benefit or increase in benefits for a **Pre-existing Condition** will be payable until You have been treatment free or continuously insured for 9 consecutive months, or less respectively, if shown in the Certificate.
4. Termination of coverage will not affect benefits otherwise payable for a claim incurred while the Policy is in force.
5. **Notice:** This is an ancillary health certificate. This certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.
6. **Notice: READ YOUR CERTIFICATE CAREFULLY** - You have a 30 day right to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days from the later of Your original Certificate Effective Date or the date The Policy was received by the Policyholder. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.
7. **Notice:** The Policy does not provide comprehensive health insurance coverage. It is not intended to satisfy the individual mandate of the Affordable Care Act (ACA) or provide the minimum essential coverage required by the ACA (often referred to as "Major Medical Coverage"). It does not provide coverage for hospital, medical, surgical, or major medical expenses.

New York:

1. The **Other Income Benefits** definition will not include a portion of a settlement or judgment of a lawsuit that represents or compensates for Your loss of earnings.
2. The **Subrogation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
3. The **Reimbursement** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
4. If the definition of **Surviving Spouse** within the **Survivor Income Benefit** requires the completion of a domestic partner affidavit, the following requirement applies to you:

The domestic partner affidavit must be notarized and requires that You and Your domestic partner meet all of the following criteria:

- 1) you are both legally and mentally competent to consent to contract in the state in which you reside;
- 2) you are not related by blood in a manner that would bar marriage under laws of the state in which you reside;
- 3) you have been living together on a continuous basis prior to the date of the application;
- 4) neither of you have been registered as a member of another domestic partnership within the last six months; and

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- 5) you provide proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof).

The domestic partner affidavit further requires that You and Your domestic partner provide proof of financial interdependence in the form of at least two of the following:

- 1) a joint bank account;
- 2) a joint credit card or charge card;
- 3) joint obligation on a loan;
- 4) status as an authorized signatory on the partner's bank account, credit card or charge card;
- 5) joint ownership of holdings or investments, residence, real estate other than residence, major items of personal property (e.g., appliances, furniture), or a motor vehicle;
- 6) listing of both partners as tenants on the lease of the shared residence;
- 7) shared rental payments of residence (need not be shared 50/50)
- 8) listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
- 9) a common household and shared household expenses (e.g., grocery bills, utility bills, telephone bills, etc. and need not be shared 50/50);
- 10) shared household budget for purposes of receiving government benefits;
- 11) status of one as representative payee for the other's government benefits;
- 12) joint responsibility for child care (e.g., school documents, guardianship);
- 13) shared child-care expenses (e.g., babysitting, day care, school bills, etc. and need not be shared 50/50);
- 14) execution of wills naming each other as executor and/or beneficiary;
- 15) designation as beneficiary under the other's life insurance policy;
- 16) designation as beneficiary under the other's retirement benefits account;
- 17) mutual grant of durable power of attorney;
- 18) mutual grant of authority to make health care decisions (e.g., health care power of attorney);
- 19) affidavit by creditor or other individual able to testify to partners' financial interdependence;
- 20) other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

North Carolina:

- 1) The **Subrogation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
- 2) The **Other Income Benefits** definition will not include a mandatory "no-fault" automobile insurance plan.
- 3) You are not required to be under the **Regular Care of a Physician** if qualified medical professionals have determined that further medical care and treatment would be of no benefit to You.
- 4) The **Exclusions** provision shall only exclude for Workers' Compensation if the final adjudication of the Worker's Compensation claim determined that benefits are paid, or may be paid, if duly claimed.
- 5) Within the **Misstatements** provision reference to fraudulent misstatements will not apply to You.
- 6) The **Sending Proof of Loss** provision is amended to state that written **Proof of Loss** must be sent to Us within 180 days following the completion of the **Elimination Period**.
- 7) The **Claims to be Paid** provision is amended to state that We may pay up to \$3,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.
- 8) **Notice of Claim** may also be given to Our representative, if applicable.
- 9) **NOTICE:** UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:
 1. CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
 2. WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE

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PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

IMPORTANT TERMINATION INFORMATION

YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THIS CERTIFICATE.

THIS CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THIS CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.

PRE-EXISTING LIMITATION READ CAREFULLY

NO BENEFITS WILL BE PAYABLE UNDER THIS PLAN FOR PRE-EXISTING CONDITIONS WHICH ARE NOT COVERED UNDER THE PRIOR PLAN. PLEASE READ THE LIMITATIONS IN THIS CERTIFICATE.

READ YOUR CERTIFICATE CAREFULLY.

Oregon:

1. The following Jury Duty continuation applies for Employers with 10 or more employees:

Jury Duty: If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:

- 1) elected to have Your coverage continued; and
- 2) provided notice of the election to Your Employer in accordance with Your Employer's notification policy.

Rhode Island:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

South Carolina:

1. The **Physical Examinations and Autopsy** provision will state that such autopsy must be performed during the period of contestability and must take place in the state of South Carolina.
2. If You become insured under The Policy on the Policy Effective Date and were insured under the Prior Policy within 30 days of being covered under The Policy, the **Pre-existing Condition Limitation** will end on the earliest of:
 - 1) the Policy Effective date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
 - 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.

This is subject to the other terms and conditions of the **Continuity From a Prior Policy** provision.

South Dakota:

1. The definition of **Physician** can include You or a person Related to You by blood or marriage in the event that the Physician is the only one in the area and is acting within the scope of their normal employment.
2. The **Other Income Benefits** definition will not include the amount of any benefit for loss of income, provided to Your family, Your Spouse or Your Spouse's family.

Texas:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable

Version: November 2021

2. **NOTICE:**

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Hartford Life and Accident Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Service at 860-547-5000

Toll-free: 1-800-523-2233

Online: <https://www.thehartford.com/contact-the-hartford>

Email: GBD.Customerservice@hartfordlife.com

Mail: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Hartford Life and Accident Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: servicio al cliente al 860-547-5000

Teléfono gratuito: 1-800-523-2233

En línea: <https://www.thehartford.com/contact-the-hartford>

Correo electrónico: GBD.Customerservice@hartfordlife.com

Dirección postal: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Utah:

1. If the **Sending Proof of Loss** provision provides a timeframe in which proof must be submitted before it affects Your claim, this time limitation shall not apply to You.

Vermont:

1. The following requirement applies:

Purpose: Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.

Definitions, Terms, Conditions and Provisions: The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

- 1) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.
- 2) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
- 3) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
- 4) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

Virginia:

1. **For Your Questions and Complaints:**
Life and Health Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209
1(804) 371-9691 (Local number)
1(800) 552-7945 (Virginia toll free number)
1(877) 310-6560 (National toll free number)

Washington:

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1. The following continuation applies to you:

General Work Stoppage (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage for a period not exceeding 6 months. If the work stoppage ends, this continuation will cease immediately.

Wisconsin:

1. **For Your Questions and Complaints:**

To request a Complaint Form:
Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1(800) 236-8517 (outside of Madison)
1(608) 266-0103 (in Madison)

Group Disability Income Insurance

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

CERTIFICATE OF INSURANCE

Policyholder: COUNTY OF ADAMS

Policy Number: GRH-681867

Policy Effective Date: January 1, 2021

Policy Anniversary Date: January 1, 2023

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Kevin Barnett, Secretary

Jonathan Bennett, President

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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SCHEDULE OF INSURANCE

The Policy of short term Disability insurance provides You with short term income protection if You become Disabled from a covered Injury, Sickness, or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

The benefits described herein are those in effect as of June 1, 2022.

Cost of Coverage:

Option 1 - Depending upon the coverage for which You are enrolled, You are not required to contribute toward the cost of coverage under Option 1.

Option 2 - Depending upon the coverage for which You are enrolled, You must contribute toward the cost of coverage under Option 2.

Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

Eligible Class(es) For Coverage:

All Regular and Project Designated Full-time Employees, Regular and Project Designated Part-time 3 Employees and Elected Officials, working an average of 30 hours per week (Core) who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least 40 hours weekly

Part-time Employment: at least 30 hours weekly

Annual Enrollment Period: as determined by Your Employer on a yearly basis.

Eligibility Waiting Period for Coverage:

The first day of the month coinciding with or next following the date You enter an Eligible Class(es) for Coverage.

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Policy.

Benefits Commence:

Option 1: for Disability caused by Injury: the later of the 15th consecutive day of Total Disability or the day following the sick leave or paid parental leave end date.

Option 2: for Disability caused by Injury: the later of the 15th consecutive day of Total Disability or the day following the sick leave or paid parental leave end date.

Option 1: for Disability caused by Sickness: the later of the 15th consecutive day of Total Disability or the day following the sick leave or paid parental leave end date.

Option 2: for Disability caused by Sickness: the later of the 15th consecutive day of Total Disability or the day following the sick leave or paid parental leave end date.

Weekly Benefit:

The lesser of:

60% of Your Pre-disability Earnings if You have elected Option 1; or

75% of Your Pre-disability Earnings if You have elected Option 2; or

\$1,200 if You have elected Option 1; or

\$2,000 if You have elected Option 2;

reduced by Other Income Benefits.

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Minimum Weekly Benefit:

The lesser of:

- 1) \$25 if You have elected Option 1; or
- 2) \$25 if You have elected Option 2; or
- 3) 60% of the Weekly Benefit before the deduction of Other Income Benefits if You have elected Option 1; or
- 4) 75% of the Weekly Benefit before the deduction of Other Income Benefits if You have elected Option 2.

Maximum Duration of Benefits Payable:

- 1) 11 week(s) if caused by Injury; or
- 2) 11 week(s) if caused by Sickness.

Additional Benefits:

Disabled and Working Benefit

see benefit

Rehabilitative Employment Benefit

see benefit

ELIGIBILITY AND ENROLLMENT

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Policy Effective Date; or
- 2) the date on which You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

Enrollment: *How do I enroll for coverage?*

For coverage under Option 1, all eligible Active Employees will be enrolled automatically by the Employer.

For coverage under Option 2, You must enroll. To enroll for coverage You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll:

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) You may only enroll:
 - a) during an Annual Enrollment Period designated by the Policyholder; or
 - b) within 31 days of the date You have a Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.

Evidence of Insurability: *What is Evidence of Insurability and what happens if Evidence of Insurability is not satisfactory to Us?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination, if requested;
- 3) attending Physicians' statements; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Our expense. We will then determine if You are insurable under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

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- 1) Your Weekly Benefit will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Change in Family Status: *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married or enter a civil union;
- 2) You and Your spouse divorce or terminate a civil union;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse or party to a civil union dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse or party to a civil union is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

If You are not required to contribute toward The Policy's cost, Your coverage will start:

- 1) for benefit amounts not requiring Evidence of Insurability, on the date You become eligible; or
- 2) for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.

If You must contribute toward The Policy's cost, Your coverage will start on the earliest of:

- 1) the date You become eligible, for benefit amounts not requiring Evidence of Insurability, if You enroll or have enrolled by then;
- 2) the date on which You enroll, for benefit amounts not requiring Evidence of Insurability, if You do so within 31 days after the date You are eligible;
- 3) the date We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or
- 4) the Policy Anniversary Date following the Annual Enrollment Period if You enroll, during an Annual Enrollment Period.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

on the date Your insurance, or increase in coverage, would otherwise have become effective, Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

Changes in Coverage: *Can I change my benefit options?*

You may change Your benefit option only:

- 1) during an Annual Enrollment Period; or
- 2) within 31 days of a Change in Family Status.

At such time You may decrease coverage, or increase coverage to a higher option. An increase in coverage will be subject to Your submission of an application that meets Our approval.

When will a requested change in benefit option take effect?

If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

- 1) the Policy Anniversary Date following the Annual Enrollment Period; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

If You enroll for a change in benefit option within 31 days following a Change in Family Status, the change will take effect on the later of:

- 1) the date You enroll for the change; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

Any such increase in coverage is subject to the Deferred Effective Date.

Do coverage amounts change if there is a change in my class or my rate of pay?

Your coverage may increase or decrease on the date there is a change in Your class or Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:

- 1) are an Active Employee; and
- 2) are not absent from work due to being Disabled. If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.

What happens if the Employer changes The Policy?

Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, subject to the Deferred Effective Date provision.

Continuity From A Prior Policy: *Is there continuity of coverage from a Prior Policy?*

If You were:

- 1) insured under the Prior Policy; and
- 2) not eligible to receive benefits under the Prior Policy;

on the day before the Policy Effective Date, the Deferred Effective Date provision will not apply.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the end of the month following the date The Policy terminates;
- 2) the end of the month following the date The Policy no longer insures Your class;
- 3) the end of the month following the date premium payment is due but not paid;
- 4) the last day of the period for which You make any required premium contribution;
- 5) the end of the month following the date Your Employer terminates Your employment; or
- 6) the end of the month following the date You cease to be a Full-time or Part-time Active Employee in an eligible class for any reason;

unless continued in accordance with any of the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium by the Employer; and
- 3) terminates if:
 - a) The Policy terminates; or
 - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage may be continued for 6 month(s) after the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued for 3 month(s) after the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 12 week(s). If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if

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You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Coverage while Disabled: *Does my insurance continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) while You remain Disabled; and
- 2) until the end of the period for which You are entitled to receive short term Disability Benefits; provided premiums for Your coverage continued to be paid.

After short term Disability Benefit payments have ceased, Your insurance will be reinstated, provided:

- 1) You return to work for one full day as a Full-time or Part-time Active Employee in an eligible class;
- 2) The Policy remains in force; and
- 3) the premiums for You were paid during Your Disability, and continue to be paid.

Extension of Benefits for Disability: *Do my benefits continue if The Policy terminates?*

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

BENEFITS

Disability Benefit: *What are my Disability Benefits under The Policy?*

If, while covered under this Benefit, You:

- 1) become Disabled;
- 2) remain Disabled; and
- 3) submit Proof of Loss to Us;

We will pay the Weekly Benefit.

The amount of any Weekly Benefit payable will be reduced by:

- 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
- 2) any income received from the Employer for the period You are Disabled.

Minimum Weekly Benefit: *Is there a Minimum Weekly Benefit?*

Your Weekly Benefit will not be less than the Minimum Weekly Benefit shown in the Schedule of Insurance.

Partial Week Payment: *How is a benefit calculated for a period of less than a week?*

If a Weekly Benefit is payable for less than a week, We will pay 1/7 of the Weekly Benefit for each day You were Disabled.

Disabled and Working Benefits: *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, We will use the following calculation to determine Your Weekly Benefit:

$$\text{Weekly Benefit} = \frac{(A - B)}{A} \times C$$

Where

A = Your Weekly Pre-disability Earnings.

B = Your Current Weekly Earnings.

C = The Weekly Benefit payable if You were Totally Disabled.

If You are participating in a program of Rehabilitative Employment approved by Us, We will determine Your Weekly Benefit by the Rehabilitative Employment Benefit.

Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.

Partial Week Payment: *How is a benefit calculated for a period of less than a week?*

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If a Weekly Benefit is payable for less than a week, We will pay 1/7 of the Weekly Benefit for each day You were Disabled.

Recurrent Disability: *What happens to my benefits if I return to work as an Active Employee and then become Disabled again?*

When Your return to work as an Active Employee is followed by a Disability, and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 15 consecutive calendar days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for 15 consecutive calendar days or more, any recurrence of a Disability will be treated as a new Disability.

Period of Disability means a continuous length of time during which You are Disabled under The Policy.

Multiple Causes: *How long will benefits be paid if a period of Disability is extended by another cause?*

If a period of Disability is extended by a new cause while Weekly Benefits are payable, Weekly Benefits will continue while You remain Disabled, subject to the following:

- 1) Weekly Benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
- 2) any Exclusions will apply to the new cause of Disability.

Termination of Payment: *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits;
- 8) the date Your Current Weekly Earnings are equal to or greater than 80% of Your Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
- 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration.

Rehabilitative Employment Benefit: *What happens to my benefits if I accept Rehabilitative Employment?*

If, while You are Totally Disabled or Disabled and Working, You accept Rehabilitative Employment, We will continue to pay a Weekly Benefit.

The Weekly Benefit We will pay will be equal to Your Total Disability Weekly Benefit, less 50% of any income received from the Rehabilitative Employment.

The sum of the Weekly Benefit and total income received from Rehabilitative Employment may not exceed 100% of Your Pre-disability Earnings. If this sum exceeds the Pre-disability Earnings, the Weekly Benefit paid by Us will be reduced by the excess amount.

We reserve the right to review any Rehabilitative Employment You participate in while benefits are being paid under The Policy.

If You remain Totally Disabled or Disabled and Working after a period of Rehabilitative Employment, You may continue to receive benefits under the Total Disability Benefit or Disabled and Working Benefit, subject to the Maximum Payment Period for such benefit.

EXCLUSIONS AND LIMITATIONS

Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury, while sane;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

GENERAL PROVISIONS

Notice of Claim: *When should I notify the Company of a claim?*

You must give Us written notice of a claim within 30 days after Disability occurs. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

We will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability;
 - c) the prognosis of Your Disability;
 - d) Your Pre-disability Earnings, Current Weekly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
 - e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release:
 - a) medical, employment and financial information; and
 - b) any other information We may reasonably require;
- 5) disclosure of all information and documentation required by Us relating to Other Income Benefits;
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available; and
- 7) disclosure of all information and documentation required by Us in order to exercise Our Subrogation or Reimbursement rights.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us. If We receive proof that is unsatisfactory, and the claim is not for loss of time for disability, We will notify the appropriate person(s) in writing within 30 calendar days.

Additional Proof of Loss: *What Additional Proof of Loss is the Company entitled to?*

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with Our representative; and

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- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. If We receive proof that is unsatisfactory, and the claim is not for loss of time for disability, We will notify the appropriate person(s) in writing within 30 calendar days. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss must be sent to Us within 90 days following the completion of the Benefits Commence period. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability, as reasonably required. In such cases, We must receive the proof within 30 day(s) of the request.

Claim Payment: *When are benefit payments issued?*

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits at the end of each week that You are Disabled. Payments, other than for loss of time for disability, will begin no later than 30 calendar days after We determine benefits are payable. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Benefits may be subject to interest payments as required by applicable law.

Claims to be Paid: *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Claim Denial: *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. If a claim is not for loss of time for disability, We will provide such notification within 30 calendar days. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Claim Appeal: *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so, You:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our final decision on the claim.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Social Security: *When must I apply for Social Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

Plan Offered by a State or Municipal Government: *When must I apply for benefits under a plan offered by a state or municipal government?*

You must apply for disability benefits under a plan offered by a state or municipal government, such as those offered by a public employee retirement system or state teacher retirement system, when the length of Your Disability meets the minimum duration required to apply for such benefits and You are eligible under the plan. You must apply within 45 days from the date of Our request. If the administrator of that alternative plan denies Your eligibility for benefits, You will be required to follow the process established by the administrator to reconsider the denial.

Benefit Estimates: *How does the Company estimate Disability benefits under the United States Social Security Act or an alternative plan offered by a state or municipal government?*

We reserve the right to reduce Your Weekly Benefit by estimating the Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, that You or Your spouse and children may be eligible to receive.

When We determine that You or Your dependent may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your Weekly Benefit by the estimated amount.

Your Weekly Benefit will not be reduced by estimated Social Security disability benefits nor disability benefits under an alternative plan offered by a state or municipal government if:

- 1) You apply for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government if applicable, and pursue all required appeals in accordance with the Social Security and Plan Offered by a State or Municipal Government provisions; and
- 2) You have signed a form authorizing the Social Security Administration, or the administrator of the alternative plan offered by a state or municipal government if applicable, to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your Weekly Benefit by an estimated amount and:

- 1) You or Your dependent are later awarded Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, We will adjust Your Weekly Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, has been denied, We will adjust Your Weekly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals, or similar level under an alternative plan offered by a state or municipal government when available.

If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were lower than We estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were higher than We estimated, and if Your Weekly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision.

Overpayment: *When does an overpayment occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

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- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

Overpayment Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) You;
 - b) any other organization;
 - c) any other insurance company;
 - d) any other person to or for whom payment was made; and
 - e) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Weekly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

Subrogation: *What are Our subrogation rights?*

If You:

- 1) suffer a Disability caused, in full or in part, by the act or omission of any person or legal entity;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from a Third Party by the date that is sixty days prior to the date on which the statute of limitations applicable to the claim expires;

then We will be subrogated to any rights You may have against a Third Party and may, at Our option, bring legal action against or otherwise pursue a Third Party to recover any payments made by Us in connection with the Disability.

Third Party as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Reimbursement: *What are Our reimbursement rights?*

We have the right to be reimbursed for any benefit payments made or required to be made under The Policy for a Disability for which You recover any funds from a Third Party.

If You recover any funds from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You or Your attorney shall hold in constructive trust the lesser of:

- 1) the entire amount of the benefit payment(s) made or required to be made by Us; or
- 2) the total amount of the recovered funds;

less Our pro rata share of any reasonable attorneys' fees and court costs associated with the recovered funds. We have the right of first reimbursement regardless of whether the particular funds recovered are still in Your possession.

By accepting benefit payment(s) under The Policy, You:

- 1) agree to cooperate fully with Our reimbursement rights, including disclosure of all information and documentation required by Us in order to exercise Our reimbursement rights; and
- 2) will not do anything to prejudice Our reimbursement rights.

Third Party as used in this provision, means:

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- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is given; or
- 2) more than 3 years after the date Proof of Loss is required to be given according to the terms of The Policy.

Insurance Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or Your Employer commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or Your Employer perpetrate Insurance Fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

All statements made by the Policyholder, the Employer or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

Physical Examinations and Autopsy: *Will I be examined during the course of my claim?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as reasonably necessary; and
- 2) to make an autopsy in case of death where it is not forbidden by law.

DEFINITIONS

Actively at Work means at work with the Employer on a day that is one of the Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Current Weekly Earnings means weekly earnings You receive from:

- 1) Your Employer; and
- 2) other employment;

while You are Disabled and eligible for the Disabled and Working Benefit.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Weekly Earnings.

Current Weekly Earnings also includes the pay You could have received for another job or a modified job if:

- 1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
- 2) the requirements of the position were consistent with:
 - a) Your education, training and experience; and
 - b) Your capabilities as medically substantiated by Your Physician.

Disabled and Working means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis, and as a result, Your Current Weekly Earnings are more than 20%, but are less than 80% of Your Pre-disability Earnings.

Disability or Disabled means Total Disability or Disabled and Working Disability.

Employer means the Policyholder.

Essential Duty means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

Injury means bodily injury resulting:

- 1) directly from accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy. However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.

Mental Illness means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

Other Income Benefits means the amount of any benefit for loss of income, provided to You or Your family, as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You or Your family are eligible or that are paid to You or Your family, or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) mandatory "no-fault" automobile insurance plan;
- 5) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;

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- c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;
- that You, Your spouse and/or children, are eligible to receive because of Your Disability; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You become Disabled; or
 - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means the amount of any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under Your Employer's Retirement plan;
- 2) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 3) portion of a judgement or settlement of a claim or lawsuit that represents or compensates for Your loss of earnings, less Our pro rata share of any associated reasonable attorneys' fees and court costs; or
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
 - a) You were receiving it prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;(Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your after-tax contributions.).

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You or Related to You by blood or marriage.

Pre-disability Earnings means Your gross weekly rate of pay in effect on the last day You were Actively at Work before You became Disabled, including contributions You make through a salary reduction agreement with the Employer to a salary reduction arrangement under an internal Revenue Code Section 125 plan.

Pre-disability Earnings does not include bonuses, commissions, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

Prior Policy means the short term disability insurance carried by the Employer on the day before the Policy Effective Date.

Regular Care of a Physician means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
 - a) consistent with the diagnosis of the disabling condition;
 - b) according to guidelines established by medical, research, and rehabilitative organizations; and
 - c) administered as often as needed;to achieve the maximum medical improvement.

Rehabilitative Employment means employment or service which:

- 1) prepares a Disabled person to resume gainful work; and
- 2) is approved, in writing, by Us.

Related means Your spouse, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Retirement Plan means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

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- 1) a profit sharing plan;
- 2) thrift, savings or stock ownership plans;
- 3) a non-qualified deferred compensation plan; or
- 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.

Sickness means a Disability which is:

- 1) caused or contributed to by:
 - a) any condition, illness, disease or disorder of the body;
 - b) any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from an accidental ingestion of a contaminated substance;
 - c) hernia of any type unless it is the immediate result of an accidental Injury covered by The Policy; or
 - d) pregnancy;
- 2) caused or contributed to by any medical or surgical treatment for a condition shown in item 1) above.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

The Policy means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

Total Disability or Totally Disabled means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

from performing the Essential Duties of Your Occupation, and as a result, You are earning 20% or less of Your Pre-disability Earnings.

If You are in an occupation that requires You to maintain a license, Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation alone, does not mean that You are disabled from Your Occupation.

We, Our, or Us means the insurance company named on the face page of The Policy.

Weekly Benefit means a weekly sum payable to You while You are Disabled, subject to the terms of The Policy.

Your Occupation means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

You or Your means the person to whom this certificate is issued.

Maryland

The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

State Notices

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: There are state-specific requirements that may change the provisions described in the group insurance certificate. If you live in a state that has such requirements, those requirements will apply to your coverage. State-specific requirements that may apply to your coverage are summarized below. In addition, updated state-specific requirements are published on our website. You may access the website at <https://www.thehartford.com/>. If you are unable to access this website, want to receive a printed copy of these requirements, or have any questions or complaints regarding any of these requirements or any aspect of your coverage, please contact your Employee Benefits Manager; or you may contact us as follows:

The Hartford
Group Benefits Division, Customer Service
P.O. Box 2999
Hartford, CT 06104-2999
1-800-523-2233

If you have a complaint and contacts between you, us, your agent, or another representative have failed to produce a satisfactory solution to the problem, some states require we provide you with additional contact information. If your state requires such disclosure, the contact information is listed below with the other state requirements and notices.

We are providing notice that Hartford Life and Accident Insurance Company is subject to economic and trade sanctions laws and regulations. These laws and regulations, including the laws and regulations administered and enforced by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), prevent Hartford Life and Accident from providing coverage to, and from paying benefits to, entities and individuals where prohibited by applicable law. In addition, these laws and regulations prohibit certain activities with respect to certain countries.

We have included this information to make you aware of the existence and potential impact of these economic and trade sanctions programs on your benefit program.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

If your policy is governed under the laws of Maryland, any of the benefits, provisions or terms that apply to the state you reside in as shown below will apply only to the extent that such state requirements are more beneficial to you.

Alaska:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Arizona:

1. **NOTICE:** The Certificate may not provide all benefits and protections provided by law in Arizona. Please read the Certificate carefully.

Arkansas:

1. **NOTICE:** You have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:
Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, AR 72202
2. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

California:

1. **NOTICE: READ YOUR CERTIFICATE CAREFULLY**
You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original Certificate Effective Date. In that event, We

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will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

PLEASE BE ADVISED THAT YOU RETAIN ALL RIGHTS WITH RESPECT TO YOUR POLICY/CERTIFICATE AGAINST YOUR ORIGINAL INSURER IN THE EVENT THE ASSUMING INSURER IS UNABLE TO FULFILL ITS OBLIGATIONS. IN SUCH EVENT YOUR ORIGINAL INSURER REMAINS LIABLE TO YOU NOTWITHSTANDING THE TERMS OF ITS ASSUMPTION AGREEMENT.

2. The **Policy Interpretation** provision, if shown in the General Provisions section of the Certificate, does not apply to you. The following requirement applies to you:

Eligibility Determination: *How will We determine Your eligibility for benefits?*

We, and not Your Employer or plan administrator, have the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine Your eligibility or Your beneficiaries for benefits for any claim You or Your beneficiaries make on The Policy. We will:

- 1) obtain with Your cooperation and authorization if required by law, only such information that is necessary to evaluate Your claim and decide whether to accept or deny Your claim for benefits. We may obtain this information from Your Notice of Claim, submitted proofs of loss, statements, or other materials provided by You or others on Your behalf; or, at Our expense We may obtain necessary information, or have You physically examined when and as often as We may reasonably require while the claim is pending. In addition, and at Your option and at Your expense, You may provide Us and We will consider any other information, including but not limited to, reports from a Physician or other expert of Your choice. You should provide Us with all information that You want Us to consider regarding Your claim;
- 2) as a part of Our routine operations, We will apply the terms of The Policy for making decisions, including decisions on eligibility, receipt of benefits and claims, or explaining policies, procedures and processes;
- 3) if We approve Your claim, We will review Our decision to approve Your claim for benefits as often as is reasonably necessary to determine Your continued eligibility for benefits;
- 4) if We deny Your claim, We will explain in writing to You or Your beneficiaries the basis for an adverse determination in accordance with The Policy as described in the provision entitled **Claim Denial**.

In the event We deny Your claim for benefits, in whole or in part, You can appeal the decision to Us. If You choose to appeal Our decision, the process You must follow is set forth in The Policy provision entitled **Claim Appeal**. If You do not appeal the decision to Us, then the decision will be Our final decision.

3. **For Your Questions and Complaints:**

State of California Insurance Department
Consumer Communications Bureau
300 South Spring Street, South Tower
Los Angeles, CA 90013
Toll Free: 1(800) 927-HELP
TDD Number: 1(800) 482-4833
Web Address: www.insurance.ca.gov

Colorado:

1. The **Surviving Children** definition within the **Survivor Income Benefit** will always include children related to You by civil union.
2. The **Surviving Spouse** definition within the **Survivor Income Benefit** will always include civil unions.
3. Entering a civil union, terminating a civil union, the death of a party to a civil union or a party to a civil union losing employment, which results in a loss of group insurance, will all constitute as a **Change in Family Status**.
4. The **Complications of Pregnancy** provision, if shown in the **Definitions** section of the Certificate, is revised as follows:

Complications of Pregnancy means a condition whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy, such as:

- 1) acute nephritis or nephrosis;
- 2) cardiac decompensation;
- 3) missed abortion; and
- 4) similar medical and surgical conditions of comparable severity.

Complications of Pregnancy will also include:

- 1) pre-eclampsia;

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- 2) placenta previa;
- 3) physician prescribed bed rest for intra-uterine growth retardation, funneling, incompetent cervix;
- 4) termination of ectopic pregnancy;
- 5) spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible;
- 6) non-elective Cesarean section; and
- 7) similar medical and surgical conditions of comparable severity.

However, the term Complications of Pregnancy will not include:

- 1) elective Cesarean section;
 - 2) false labor, occasional spotting, or morning sickness;
 - 3) hyperemesis gravidarum; or
 - 4) similar conditions associated with the management of a difficult pregnancy not consisting of a nosologically distinct Complication of Pregnancy.
5. The **Claim Appeal** provision will always include the following:

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and entitled to a trial by jury.

6. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Florida:

- | |
|--|
| 1. NOTICE: The benefits of the policy providing you coverage may be governed primarily by the laws of a state other than Florida. |
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Georgia:

1. **NOTICE:** The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

Idaho:

1. **For Your Questions and Complaints:**

Idaho Department of Insurance
Consumer Affairs
700 W State Street, 3rd Floor
PO Box 83720
Boise, ID 83720-0043
Toll Free: 1-800-721-3272
Web Address: www.DOI.Idaho.gov

2. **Notice to Buyer: This is a disability income protection policy.**
3. The **Elimination Period** provision, shown in the **Schedule of Insurance** section of the Certificate, cannot exceed:
- 1) 90 days for plan designs with a **Maximum Duration of Benefits Payable** of 1 year or less;
 - 2) 180 days for plan designs with a **Maximum Duration of Benefits Payable** of more than 1 year but less than 2 years; or
 - 3) 365 days for plan designs with a **Maximum Duration of Benefits Payable** of 2 years or more.
4. The **Maximum Duration of Benefits Payable** provision, shown in the **Schedule of Insurance** section of the Certificate, cannot be less than 6 months.

Illinois:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. **For Your Questions and Complaints:**
Illinois Department of Insurance
Consumer Services Station
Springfield, Illinois 62767
Consumer Assistance: 1(866) 445-5364
Officer of Consumer Health Insurance: 1(877) 527-9431
3. In accordance with Illinois law, insurers are required to provide the following **NOTICE** to applicants of

Version: November 2021

insurance policies issued in Illinois.

STATE OF ILLINOIS
The Religious Freedom Protection and Civil Union Act
Effective June 1, 2011

The Religious Freedom Protection and Civil Union Act ("the Act") creates a legal relationship between two persons of the same or opposite sex who form a civil union. The Act provides that the parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses. The law further provides that a party to a civil union shall be included in any definition or use of the terms "spouse," "family," "immediate family," "dependent," "next of kin," and other terms descriptive of spousal relationships as those terms are used throughout Illinois law. This includes the terms "marriage" or "married," or variations thereon. Insurance policies are required to provide identical benefits and protections to both civil unions and marriages. If policies of insurance provide coverage for children, the children of civil unions must also be provided coverage. The Act also requires recognition of civil unions or same sex civil unions or marriages legally entered into in other jurisdictions.

For more information regarding the Act, refer to 750 ILCS 75/1 *et seq.* Examples of the interaction between the Act and existing law can be found in the Illinois Insurance Facts, Civil Unions and Insurance Benefits document available on the Illinois Department of Insurance's website at www.insurance.illinois.gov.

Indiana:

1. **For Your Questions and Complaints:**
 Public Information/Market Conduct
 Indiana Department of Insurance
 311 W. Washington St. Suite 300
 Indianapolis, IN 46204-2787
 1(317) 232-2395

Kansas:

1. The following requirement applies to you:

Policy Interpretation: *Who interprets Policy terms and conditions?*

Pursuant to the Employee Retirement Income Security Act of 1974, as amended (ERISA), Your Employer has delegated to Us the fiduciary responsibility to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. Therefore, We are a fiduciary for The Policy and We have the continuing duty to act prudently and in the interest of You, Your beneficiaries and the other plan participants. If You have a claim for benefits which is denied or ignored, in whole or in part, then You may file suit in state or federal court for a review of Your eligibility or entitlement to benefits under The Policy. This provision only applies where the interpretation of The Policy is governed by ERISA.

Louisiana:

1. The following requirement is applicable to you:

Reinstatement after Military Service: *Can coverage be reinstated after return from active military service?*

If Your or Your Dependents' coverage ends because You or Your Dependents enter active military service, coverage may be reinstated, provided You request such reinstatement upon Your or Your Dependents' release from active military service.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage ended;
- 2) not be subject to any Eligibility Waiting Period for Coverage or Evidence of Insurability; and
- 3) be subject to all the terms and provisions of The Policy.

Maine:

1. **NOTICE:** The benefits under the policy are subject to reduction due to other sources of income.

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This means that your benefits will be reduced by the amount of any other benefits for loss of time provided to you or for which you are eligible as a result of the same period of disability for which you claim benefits under the policy.

Other sources of income are plans or arrangements of coverage that provide disability-related benefits such as Worker's Compensation or other similar governmental programs or laws, or disability-related benefits received from your employer or as the result of your employment, membership or association with any group, union, association or other organization. Other sources of income include disability-related benefits under the United States Social Security Act or an alternate governmental plan, the Railroad Retirement Act, and other similar plans or acts. Other sources of income may also include certain disability-related or retirement benefits that you receive because of your retirement unless you were receiving them prior to becoming disabled.

What comprises other sources of income under the policy is determined by the nature of the policyholder. Therefore, we strongly urge you to **Read Your Certificate Carefully**. A full description of the plans and types of plans considered to be other sources of income under the policy will be found in the definition of "Other Income Benefits" located in the Definitions section of your certificate.

2. **NOTICE:** The laws of the State of Maine require notification of the right to designate a third party to receive notice of cancellation, to change such a designation and, to have the Policy reinstated if the insured suffers from cognitive impairment or functional incapacity and the ground for cancellation was the insured's nonpayment of premium or other lapse or default on the part of the insured.

Within 10 days after a request by an insured, a Third Party Notice Request Form shall be mailed or personally delivered to the insured.

3. The following **requirement is applicable to you:**

Reinstatement: *Can my coverage be reinstated after it ends?*

We will reinstate The Policy upon receipt of all current and late premiums if:

- 1) You, any person authorized to act on Your behalf, or any of Your dependents may request reinstatement of The Policy within 90 days following cancellation of The Policy for nonpayment of premium provided You suffered from cognitive impairment or functional incapacity at the time the contract cancelled; and
- 2) all current and late premium payments are received within 15 days of Our request.

We may request a medical demonstration, at Your expense, that You suffered from cognitive impairment or functional incapacity at the time of cancellation of The Policy.

Massachusetts:

1. The **Surviving Children** definition in the **Survivor Income Benefit** will also include a child in the process of adoption.
2. The following continuation requirement is applicable to you

In accordance with Massachusetts state law, if Your insurance terminates because Your employment terminates or You cease to be a member of an eligible class, Your insurance will automatically be continued until the end of a 31 day period from the date Your insurance terminates or the date You become eligible for similar benefits under another group plan, whichever occurs first. You must pay the required premium for continued coverage.

Additionally, if Your insurance terminates because Your employment is terminated as a result of a plant closing or covered partial closing, Your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

- 1) 90 days from the date You were no longer eligible for coverage as a Full-time Active Employee;
- 2) the date You become eligible for similar benefits under another group plan;
- 3) the last day of the period for which required premium is made;
- 4) the date the group insurance policy terminates; or
- 5) the date Your Employer ceases to be a Participant Employer, if applicable.

Michigan:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Minnesota:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

Missouri:

1. The **Exclusions** provision shall only exclude for intentionally self-inflicted Injury, suicide or attempted suicide, which occur while You are sane.

Montana:

1. **NOTICE:** Conformity with Montana statutes: The provisions of the certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of the certificate.
2. Pregnancy will be covered, the same as any other sickness, anything in The Policy to the contrary notwithstanding.
3. The definition of **Physician** in the **Definitions** section will include the following freedom of choice language: You have full freedom of choice in the selection of any health care provider for treatment within the scope and limitations of his or her practice, including a licensed physician, physician assistant, dentist, osteopath, chiropractor, optometrist, podiatrist, psychologist, licensed social worker, licensed professional counselor, licensed marriage and family therapist, acupuncturist, naturopathic physician, physical therapist or advanced practice registered nurse.

New Hampshire:

1. If Your claim is denied, You may appeal to Us within 180 days of receipt of the claim denial, subject to the other terms of the **Claim Appeal** provision.
2. The time period stated for legal action to start in the **Legal Actions** provision shown in the **General Provisions** section can not be less than 3 years after the time **Proof of Loss** is required to be given.
3. The time period for receipt of **Medical Care**, as described in the **Pre-existing Condition** definition of the **Exclusions and Limitations** section, is 3 consecutive months. No benefit or increase in benefits for a **Pre-existing Condition** will be payable until You have been treatment free or continuously insured for 9 consecutive months, or less respectively, if shown in the Certificate.
4. Termination of coverage will not affect benefits otherwise payable for a claim incurred while the Policy is in force.
5. **Notice:** This is an ancillary health certificate. This certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.
6. **Notice: READ YOUR CERTIFICATE CAREFULLY** - You have a 30 day right to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days from the later of Your original Certificate Effective Date or the date The Policy was received by the Policyholder. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.
7. **Notice:** The Policy does not provide comprehensive health insurance coverage. It is not intended to satisfy the individual mandate of the Affordable Care Act (ACA) or provide the minimum essential coverage required by the ACA (often referred to as "Major Medical Coverage"). It does not provide coverage for hospital, medical, surgical, or major medical expenses.

New Jersey:

1. The **Surviving Children** definition within the **Survivor Income Benefit** will always include children related to You by civil union.
2. The **Surviving Spouse** definition within the **Survivor Income Benefit** will always include civil unions and domestic partners, provided You continue to meet the requirements described in the domestic partner affidavit, civil union license or civil union certificate or as required by law. Same sex relationships entered into under the laws of another State or Country, which closely approximate a civil union or a domestic partnership under New Jersey law, will be recognized as civil unions or domestic partners under New Jersey law.

New Mexico:

1. The **Surviving Children** definition within the **Survivor Income Benefit**, if included in Your Certificate, will include children up to age 26.

New York:

1. The **Other Income Benefits** definition will not include a portion of a settlement or judgment of a lawsuit that

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represents or compensates for Your loss of earnings.

2. The **Subrogation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
3. The **Reimbursement** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
4. If the definition of **Surviving Spouse** within the **Survivor Income Benefit** requires the completion of a domestic partner affidavit, the following requirement applies to you:

The domestic partner affidavit must be notarized and requires that You and Your domestic partner meet all of the following criteria:

- 1) you are both legally and mentally competent to consent to contract in the state in which you reside;
- 2) you are not related by blood in a manner that would bar marriage under laws of the state in which you reside;
- 3) you have been living together on a continuous basis prior to the date of the application;
- 4) neither of you have been registered as a member of another domestic partnership within the last six months; and
- 5) you provide proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof).

The domestic partner affidavit further requires that You and Your domestic partner provide proof of financial interdependence in the form of at least two of the following:

- 1) a joint bank account;
- 2) a joint credit card or charge card;
- 3) joint obligation on a loan;
- 4) status as an authorized signatory on the partner's bank account, credit card or charge card;
- 5) joint ownership of holdings or investments, residence, real estate other than residence, major items of personal property (e.g., appliances, furniture), or a motor vehicle;
- 6) listing of both partners as tenants on the lease of the shared residence;
- 7) shared rental payments of residence (need not be shared 50/50)
- 8) listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
- 9) a common household and shared household expenses (e.g., grocery bills, utility bills, telephone bills, etc. and need not be shared 50/50);
- 10) shared household budget for purposes of receiving government benefits;
- 11) status of one as representative payee for the other's government benefits;
- 12) joint responsibility for child care (e.g., school documents, guardianship);
- 13) shared child-care expenses (e.g., babysitting, day care, school bills, etc. and need not be shared 50/50);
- 14) execution of wills naming each other as executor and/or beneficiary;
- 15) designation as beneficiary under the other's life insurance policy;
- 16) designation as beneficiary under the other's retirement benefits account;
- 17) mutual grant of durable power of attorney;
- 18) mutual grant of authority to make health care decisions (e.g., health care power of attorney);
- 19) affidavit by creditor or other individual able to testify to partners' financial interdependence;
- 20) other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

North Carolina:

1. The **Subrogation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.
2. The **Other Income Benefits** definition will not include a mandatory "no-fault" automobile insurance plan.
3. You are not required to be under the **Regular Care of a Physician** if qualified medical professionals have determined that further medical care and treatment would be of no benefit to You.
4. The **Exclusions** provision shall only exclude for Workers' Compensation if the final adjudication of the Worker's Compensation claim determined that benefits are paid, or may be paid, if duly claimed.
5. Within the **Misstatements** provision reference to fraudulent misstatements will not apply to You.
6. The **Sending Proof of Loss** provision is amended to state that written **Proof of Loss** must be sent to Us within 180 days following the completion of the **Elimination Period**.

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7. The **Claims to be Paid** provision is amended to state that We may pay up to \$3,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.
8. **Notice of Claim** may also be given to Our representative, if applicable.
9. **NOTICE:** UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:
 1. CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
 2. WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

IMPORTANT TERMINATION INFORMATION

YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THE CERTIFICATE.

THE CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THE CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.

PRE-EXISTING LIMITATION READ CAREFULLY

NO BENEFITS WILL BE PAYABLE UNDER THIS PLAN FOR PRE-EXISTING CONDITIONS WHICH ARE NOT COVERED UNDER THE PRIOR PLAN. PLEASE READ THE LIMITATIONS IN THE CERTIFICATE.

READ YOUR CERTIFICATE CAREFULLY.

Oregon:

1. The definition of **Surviving Spouse** within the **Survivor Income Benefit** will include Your domestic partner provided You have registered as domestic partners with a government agency or office where such registration is available. You will not be required to provide proof of such registration.
2. The **Surviving Children** definition within the **Survivor Income Benefit** will include children related to You by domestic partnership.
3. The following Jury Duty continuation applies for Employers with 10 or more employees:

Jury Duty: If You are scheduled to serve or are required to serve as a juror, Your coverage may be continued until the last day of Your Jury Duty, provided You:

- 1) elected to have Your coverage continued; and
- 2) provided notice of the election to Your Employer in accordance with Your Employer's notification policy.

Rhode Island:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable.

South Carolina:

1. The **Physical Examinations and Autopsy** provision will state that such autopsy must be performed during the period of contestability and must take place in the state of South Carolina.
2. If You become insured under The Policy on the Policy Effective Date and were insured under the Prior Policy within 30 days of being covered under The Policy, the **Pre-existing Condition Limitation** will end on the earliest of:
 - 1) the Policy Effective date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
 - 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.

This is subject to the other terms and conditions of the **Continuity From a Prior Policy** provision.

South Dakota:

1. The definition of **Physician** can include You or a person Related to You by blood or marriage in the event that the Physician is the only one in the area and is acting within the scope of their normal employment.
2. The **Other Income Benefits** definition will not include the amount of any benefit for loss of income, provided to Your family, Your Spouse or Your Spouse's family.

Texas:

1. The **Policy Interpretation** provision, if shown in the **General Provisions** section of the Certificate, is not applicable
2. **NOTICE:**

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Hartford Life and Accident Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Service at 860-547-5000

Toll-free: 1-800-523-2233

Online: <https://www.thehartford.com/contact-the-hartford>

Email: GBD.Customerservice@hartfordlife.com

Mail: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Hartford Life and Accident Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: servicio al cliente al 860-547-5000

Teléfono gratuito: 1-800-523-2233

En línea: <https://www.thehartford.com/contact-the-hartford>

Correo electrónico: GBD.Customerservice@hartfordlife.com

Dirección postal: The Hartford, Group Benefits Division, P.O. Box 2999, Hartford, CT 06104-2999

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Utah:

1. If the **Sending Proof of Loss** provision provides a timeframe in which proof must be submitted before it affects Your claim, this time limitation shall not apply to You.

Vermont:

1. The following requirement applies:

Purpose: Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.

Definitions, Terms, Conditions and Provisions: The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements are hereby superseded as follows:

- 1) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.
- 2) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
- 3) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
- 4) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a

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private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under the policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

2. Vermont Mental Health and Substance Abuse Exclusion and Limitation Parity:
If You become Disabled as a legal resident of Vermont and The Policy covers 25 or more legal residents of Vermont, the following applies:
 - a. Disability due to Mental Illness or Substance Abuse may not be excluded from coverage; and
 - b. the Maximum Duration of Benefits for Disability due to Mental Illness or Substance Abuse may not be limited. The Maximum Duration of Benefits shown in the Schedule of Insurance shall apply to You.

Virginia:

1. **For Your Questions and Complaints:**
Life and Health Division
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209
1(804) 371-9691 (Local number)
1(800) 552-7945 (Virginia toll free number)
1(877) 310-6560 (National toll free number)

Washington:

1. The following continuation applies to you:

General Work Stoppage (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage for a period not exceeding 6 months. If the work stoppage ends, this continuation will cease immediately.

Wisconsin:

1. **For Your Questions and Complaints:**
To request a Complaint Form:
Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1(800) 236-8517 (outside of Madison)
1(608) 266-0103 (in Madison)

Group Disability Income Insurance

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

CERTIFICATE OF INSURANCE

Policyholder: COUNTY OF ADAMS

Policy Number: GLT-681867

Policy Effective Date: January 1, 2021

Policy Anniversary Date: January 1, 2023

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Kevin Barnett, Secretary

Jonathan Bennett, President

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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SCHEDULE OF INSURANCE

The Policy of long term Disability insurance provides You with long term income protection if You become Disabled from a covered injury, sickness or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

The benefits described herein are those in effect as of June 1, 2022.

Cost of Coverage:

Option 1 - Depending upon the coverage for which You are enrolled, You are not required to contribute toward the cost of coverage under Option 1.

Option 2 - Depending upon the coverage for which You are enrolled, You must contribute toward the cost of coverage under Option 2.

Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

Disclosure of Services:

In addition to the insurance coverage, We may offer noninsurance benefits and services to Active Employees.

Eligible Class(es) For Coverage: All Regular and Project Designated Full-time Employees, Regular and Project Designated Part-time 3 Employees and Elected Officials, working an average of 30 hours per week (Core) who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least 40 hours weekly

Part-time Employment: at least 30 hours weekly

Annual Enrollment Period: as determined by Your Employer on a yearly basis.

Eligibility Waiting Period for Coverage:

The first day of the month coinciding with or next following the date You enter an Eligible Class(es) for Coverage.

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Policy.

Elimination Period:

Option 1: 90 day(s)

Option 2: 90 day(s)

Maximum Monthly Benefit:

Option 1: \$9,000

Option 2: \$10,000

Minimum Monthly Benefit: The greater of:

- 1) \$100 if You have elected Option 1; or
- 2) \$100 if You have elected Option 2; or
- 3) 10% of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits if You have elected Option 1; or
- 4) 10% of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits if You have elected Option 2.

Benefit Percentage:

Option 1: 60%

Option 2: 66 2/3%

Maximum Duration of Benefits

Option 1:

Maximum Duration of Benefits Table

Age When Disabled	Benefits Payable
Prior to Age 63	To Normal Retirement Age or 48 months, if greater
Age 63	To Normal Retirement Age or 42 months, if greater
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

Year of Birth	Normal Retirement Age
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

Option 2:**Maximum Duration of Benefits Table**

Age When Disabled	Benefits Payable
Prior to Age 63	To Normal Retirement Age or 48 months, if greater
Age 63	To Normal Retirement Age or 42 months, if greater
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

Year of Birth	Normal Retirement Age
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months

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1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

Additional Benefit:

Family Care Credit Benefit

see benefit

Survivor Income Benefit

see benefit

Workplace Modification Benefit

see benefit

ELIGIBILITY AND ENROLLMENT

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Policy Effective Date; or
- 2) the date on which You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

Enrollment: *How do I enroll for coverage?*

For coverage under Option 1, all eligible Active Employees will be enrolled automatically by the Employer.

For coverage under Option 2, You must enroll. To enroll for coverage You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll:

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) You may only enroll:
 - a) during an Annual Enrollment Period designated by the Policyholder; or
 - b) within 31 days of the date You have a Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.

Evidence of Insurability: *What is Evidence of Insurability and what happens if Evidence of Insurability is not satisfactory to Us?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination, if requested;
- 3) attending Physicians' statements; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Our expense. We will then determine if You are insurable under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

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- 1) Your Monthly Benefit will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; and
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Change in Family Status: *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married or enter a civil union or You execute a domestic partner affidavit;
- 2) You and Your spouse divorce or terminate a civil union or You terminate a domestic partnership;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse or party to a civil union or domestic partner dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse or party to a civil union or domestic partner is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

If You are not required to contribute toward The Policy's cost, Your coverage will start:

- 1) for benefit amounts not requiring Evidence of Insurability, on the date You become eligible; or
- 2) for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.

If You must contribute toward The Policy's cost, Your coverage will start on the earliest of:

- 1) the date You become eligible, for benefit amounts not requiring Evidence of Insurability, if You enroll or have enrolled by then;
- 2) the date on which You enroll, for benefit amounts not requiring Evidence of Insurability, if You do so within 31 days after the date You are eligible;
- 3) the date We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or
- 4) the Policy Anniversary Date following the Annual Enrollment Period if You enroll, during an Annual Enrollment Period.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

on the date Your insurance, or increase in coverage, would otherwise have become effective, Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

Changes in Coverage: *Can I change my benefit options?*

You may change Your benefit option only:

- 1) during an Annual Enrollment Period; or
- 2) within 31 days of a Change in Family Status.

At such time You may decrease coverage, or increase coverage to a higher option. An increase in coverage will be subject to Your submission of an application that meets Our approval.

When will a requested change in benefit option take effect?

If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

- 1) the Policy Anniversary Date following the Annual Enrollment Period; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

If You enroll for a change in benefit option within 31 days following a Change in Family Status, the change will take effect on the later of:

- 1) the date You enroll for the change; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

Any such increase in coverage is subject to the following provisions:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitation.

Do coverage amounts change if there is a change in my class or my rate of pay?

Your coverage may increase or decrease on the date there is a change in Your class or Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:

- 1) are an Active Employee; and
- 2) are not absent from work due to being Disabled. If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.

What happens if the Employer changes The Policy?

Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, subject to the following provisions:

- 1) the Deferred Effective Date provision; and
- 2) Pre-existing Conditions Limitation.

Continuity From A Prior Policy: *Is there continuity of coverage from a Prior Policy?*

If You were:

- 1) insured under the Prior Policy; and
- 2) not eligible to receive benefits under the Prior Policy;

on the day before the Policy Effective Date, the Deferred Effective Date provision will not apply.

Is my coverage under The Policy subject to the Pre-existing Condition Limitation?

If You become insured under The Policy on the Policy Effective Date and were covered under the Prior Policy on the day before the Policy Effective Date, the Pre-existing Conditions Limitation will end on the earliest of:

- 1) the Policy Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
- 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:

- 1) the Monthly Benefit which was paid by the Prior Policy; or
- 2) the Monthly Benefit provided by The Policy.

The Pre-existing Conditions Limitation will apply after the Policy Effective Date to the amount of a benefit increase which results from a change from the Prior Policy to The Policy, a change in benefit options, a change of class or a change in The Policy.

Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy?

If You received monthly benefits for disability under the Prior Policy, and You returned to work as a Full-time or Part-time Active Employee before the Policy Effective Date, then, if within 6 months of Your return to work:

- 1) You have a recurrence of the same disability while covered under The Policy; and
- 2) there are no benefits available for the recurrence under the Prior Policy;

the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the end of the month following the date The Policy terminates;
- 2) the end of the month following the date The Policy no longer insures Your class;
- 3) the end of the month following the date premium payment is due but not paid;
- 4) the last day of the period for which You make any required premium contribution;
- 5) the end of the month following the date Your Employer terminates Your employment; or
- 6) the end of the month following the date You cease to be a Full-time or Part-time Active Employee in an eligible class for any reason;

unless continued in accordance with any of the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium by the Employer; and
- 3) terminates if:
 - a) The Policy terminates; or
 - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, Your coverage may be continued for 6 month(s) after the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued for 3 month(s) after the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 12 week(s). If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Coverage while Disabled: *Does my insurance continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The Policy.

Waiver of Premium: *Am I required to pay premiums while I am Disabled?*

No premium will be due for You:

- 1) after the Elimination Period; and
- 2) for as long as benefits are payable.

Extension of Benefits for Disability: *Do my benefits continue if The Policy terminates?*

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

BENEFITS

Disability Benefit: *What are my Disability Benefits under The Policy?*

We will pay You a Monthly Benefit if You:

- 1) become Disabled while insured under The Policy;
- 2) are Disabled throughout the Elimination Period;
- 3) remain Disabled beyond the Elimination Period; and
- 4) submit Proof of Loss to Us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly. However, benefits will not exceed the Maximum Duration of Benefits.

Mental Illness Benefits: *Are benefits limited for Mental Illness?*

If You are Disabled because of:

- 1) Mental Illness that results from any cause; or
- 2) any condition that may result from Mental Illness;

then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.

Benefits will be payable:

- 1) for as long as You are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
- 2) if not confined, or after You are discharged and still Disabled, for a total of 24 months for all such disabilities during Your lifetime.

Substance Abuse Limitation: *Are benefits limited for alcoholism or Substance Abuse?*

If You are Disabled because of:

- 1) alcoholism; or
- 2) the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance;

then, subject to all other Policy provisions, benefits will be payable for 24 month(s), provided You are:

- 1) confined in a hospital or other place licensed to provide medical care for the disabling condition; or
- 2) actively participating in a rehabilitative program approved by Us.

Recurrent Disability: *What happens if I Recover but become Disabled again?*

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active Employee are less than one-half (1/2) the number of days of Your Elimination Period.

Any day within such period of Recovery, will not count toward the Elimination Period.

After the Elimination Period, if You return to work as an Active Employee and then become Disabled and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 6 months of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for 6 months or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

Period of Disability means a continuous length of time during which You are Disabled under The Policy.

Recover or Recovery means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

Calculation of Monthly Benefit: Return to Work Incentive: *How are my Disability benefits calculated?*

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to 12 consecutive months as follows:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;

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- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

Calculation of Monthly Benefit: *What happens if the sum of my Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of my Pre-disability Earnings?*

If the sum of Your Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess. However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.

If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.

Minimum Monthly Benefit: *Is there a Minimum Monthly Benefit?*

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

Partial Month Payment: *How is the benefit calculated for a period of less than a month?*

If a Monthly Benefit is payable for a period of less than a month, We will pay 1/30 of the Monthly Benefit for each day You were Disabled.

Termination of Payment: *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits Table;
- 8) the date Your Current Monthly Earnings:
 - a) are equal to or greater than 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
 - b) are greater than the lesser of the product of Your Indexed Pre-disability Earnings and the Benefit Percentage or the Maximum Monthly Benefit if You are receiving benefits for being Disabled from Any Occupation;
- 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration; or
- 10) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:
 - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
 - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation;provided a qualified Physician or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation.

Family Care Credit Benefit: *What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?*

If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:

- 1) Family Care means the care or supervision of:
 - a) Your children under age 13; or
 - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;

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- 2) the maximum monthly deduction allowed for each qualifying child or family member is:
 - a) \$350 during the first 12 months of Rehabilitation; and
 - b) \$175 thereafter;but in no event may the deduction exceed the amount of Your monthly earnings;
- 3) Family Care Credits may not exceed a total of \$2,500 during a calendar year;
- 4) the deduction will be reduced proportionally for periods of less than a month;
- 5) the charges for Family Care must be documented by a receipt from the caregiver;
- 6) the credit will cease on the first to occur of the following:
 - a) You are no longer in a Rehabilitation program; or
 - b) Family Care Credits for 24 months have been deducted during Your Disability; and
- 7) no Family Care provided by someone Related to the family member receiving the care will be eligible as a deduction under this provision.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under The Policy if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of Your Indexed Pre-disability Earnings.

Survivor Income Benefit: *Will my survivors receive a benefit if I die while receiving Disability Benefits?*

If You were receiving a Monthly Benefit at the time of Your death, We will pay a Survivor Income Benefit, when We receive proof satisfactory to Us:

- 1) of Your death; and
- 2) that the person claiming the benefit is entitled to it.

We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.

The Survivor Income Benefit will only be paid:

- 1) to Your Surviving Spouse; or
- 2) if no Surviving Spouse, in equal shares to Your Surviving Children.

If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.

However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.

If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.

The Survivor Income Benefit is calculated as 6 times the lesser of:

- 1) Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or
- 2) The Maximum Monthly Benefit.

Surviving Spouse means Your spouse who was not legally separated or divorced from You when You died. Spouse will include Your partner in a civil union.

"Spouse" will include Your domestic partner provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy; or
- 2) have registered as domestic partners with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit or required by law.

Surviving Children means Your unmarried children, step children, legally adopted children who, on the date You die, are primarily dependent on You for support and maintenance and who are under age 26.

The term Surviving Children will also include any other children related to You by blood or marriage or civil union or domestic partnership and who:

- 1) lived with You in a regular parent-child relationship; and
- 2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death.

Workplace Modification Benefit: *Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?*

We will reimburse Your Employer for the expense of reasonable Workplace Modifications to accommodate Your

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Disability and enable You to return to work as an Active Employee. You qualify for this benefit if:

- 1) Your Disability is covered by The Policy;
- 2) the Employer agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of Your job; and
- 3) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such Workplace Modification shall not exceed \$25,000.

We have the right, at Our expense, to have You examined or evaluated by:

- 1) a Physician or other health care professional; or
- 2) a vocational expert or rehabilitation specialist;

of Our choice so that We may evaluate the appropriateness of any proposed modification.

We will reimburse the Employer's costs for approved Workplace Modifications after:

- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active Employee.

Workplace Modification means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of The Policy.

EXCLUSIONS AND LIMITATIONS

Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted injury, while sane.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive month(s).

Pre-existing Condition means:

- 1) any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

GENERAL PROVISIONS

Notice of Claim: *When should I notify the Company of a claim?*

You must give Us written notice of a claim within 30 days after Disability or loss occurs. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

We will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability;
 - c) the prognosis of Your Disability;
 - d) Your Pre-disability Earnings, Current Monthly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
 - e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release:
 - a) medical, employment and financial information; and
 - b) any other information We may reasonably require;
- 5) disclosure of all information and documentation required by Us relating to Other Income Benefits;
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available; and
- 7) disclosure of all information and documentation required by Us in order to exercise Our Subrogation or Reimbursement rights.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us. If We receive proof that is unsatisfactory, and the claim is not for loss of time for disability, We will notify the appropriate person(s) in writing within 30 calendar days.

Additional Proof of Loss: *What Additional Proof of Loss is the Company entitled to?*

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with Our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. If We receive proof that is unsatisfactory, and the claim is not for loss of time for disability, We will notify the appropriate person(s) in writing within 30 calendar days. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss must be sent to Us within 90 days following the completion of the Elimination Period. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability, as reasonably required. In such cases, We must receive the proof within 30 day(s) of the request.

Claim Payment: *When are benefit payments issued?*

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits at the end of each month that You are Disabled. Payments, other than for loss of time for disability, will begin no later than 30 calendar days after We determine benefits are payable. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Benefits may be subject to interest payments as required by applicable law.

Claims to be Paid: *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Claim Denial: *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. If a claim is not for loss of time for disability, We will provide such notification within 30 calendar days. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Claim Appeal: *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so You:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our final decision on the claim.

In addition, if a claim for benefits is wholly or partially denied and all administrative remedies have been exhausted, You are entitled to pursue such claim anew, from the beginning, in a court with jurisdiction and to a trial by jury.

Social Security: *When must I apply for Social Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

Plan Offered by a State or Municipal Government: *When must I apply for benefits under a plan offered by a state or municipal government?*

You must apply for disability benefits under a plan offered by a state or municipal government, such as those offered by a public employee retirement system or state teacher retirement system, when the length of Your Disability meets the minimum duration required to apply for such benefits and You are eligible under the plan. You must apply within 45 days

from the date of Our request. If the administrator of that alternative plan denies Your eligibility for benefits, You will be required to follow the process established by the administrator to reconsider the denial.

Benefit Estimates: *How does the Company estimate Disability benefits under the United States Social Security Act or an alternative plan offered by a state or municipal government?*

We reserve the right to reduce Your Monthly Benefit by estimating the Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, that You or Your spouse and children may be eligible to receive.

When We determine that You or Your dependent may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your Monthly Benefit by the estimated amount.

Your Monthly Benefit will not be reduced by estimated Social Security disability benefits nor disability benefits under an alternative plan offered by a state or municipal government if:

- 1) You apply for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government if applicable, and pursue all required appeals in accordance with the Social Security and Plan Offered by a State or Municipal Government provisions; and
- 2) You have signed a form authorizing the Social Security Administration, or the administrator of the alternative plan offered by a state or municipal government if applicable, to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your Monthly Benefit by an estimated amount and:

- 1) You or Your dependent are later awarded Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, We will adjust Your Monthly Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, has been denied, We will adjust Your Monthly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals, or similar level under an alternative plan offered by a state or municipal government when available.

If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were lower than We estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were higher than We estimated, and if Your Monthly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision.

Overpayment: *When does an overpayment occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

Overpayment Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) You;

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- b) any other organization;
 - c) any other insurance company;
 - d) any other person to or for whom payment was made; and
 - e) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
 - 3) refer Your unpaid balance to a collection agency; and
 - 4) pursue and enforce all legal and equitable rights in court.

Subrogation: *What are Our subrogation rights?*

If You:

- 1) suffer a Disability caused, in full or in part, by the act or omission of any person or legal entity;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from a Third Party by the date that is sixty days prior to the date on which the statute of limitations applicable to the claim expires;

then We will be subrogated to any rights You may have against a Third Party and may, at Our option, bring legal action against or otherwise pursue a Third Party to recover any payments made by Us in connection with the Disability.

Third Party as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Reimbursement: *What are Our reimbursement rights?*

We have the right to be reimbursed for any benefit payments made or required to be made under The Policy for a Disability for which You recover any funds from a Third Party.

If You recover any funds from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You or Your attorney shall hold in constructive trust the lesser of:

- 1) the entire amount of the benefit payment(s) made or required to be made by Us; or
- 2) the total amount of the recovered funds;

less Our pro rata share of any reasonable attorneys' fees and court costs associated with the recovered funds. We have the right of first reimbursement regardless of whether the particular funds recovered are still in Your possession.

By accepting benefit payment(s) under The Policy, You:

- 1) agree to cooperate fully with Our reimbursement rights, including disclosure of all information and documentation required by Us in order to exercise Our reimbursement rights; and
- 2) will not do anything to prejudice Our reimbursement rights.

Third Party as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is given; or
- 2) more than 3 years after the date Proof of Loss is required to be given according to the terms of The Policy.

Insurance Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or Your Employer commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or Your Employer perpetrate Insurance Fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

All statements made by the Policyholder, the Employer or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

Physical Examinations and Autopsy: *Will I be examined during the course of my claim?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as reasonably necessary; and
- 2) to make an autopsy in case of death where it is not forbidden by law.

DEFINITIONS

Actively at Work means at work with the Employer on a day that is one of the Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Any Occupation means any occupation for which You are qualified by education, training or experience, and that has an earnings potential greater than the lesser of:

- 1) the product of Your Indexed Pre-disability Earnings and the Benefit Percentage; or
- 2) the Maximum Monthly Benefit.

Current Monthly Earnings means monthly earnings You receive from:

- 1) Your Employer; and
- 2) other employment;

while You are Disabled.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Monthly Earnings.

Current Monthly Earnings also includes the pay You could have received for another job or a modified job if:

- 1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
- 2) the requirements of the position were consistent with:
 - a) Your education, training and experience; and
 - b) Your capabilities as medically substantiated by Your Physician.

Disability or Disabled means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation during the Elimination Period;
- 2) Your Occupation, for the 2 year(s) following the Elimination Period, and as a result Your Current Monthly Earnings are less than 80% of Your Indexed Pre-disability Earnings; and
- 3) after that, Any Occupation.

6.B

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, but Your Current Monthly Earnings are equal to or greater than 80% of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of 12 months from the original date of Disability, or until such time as Your Current Monthly Earnings are less than 80% of Your Pre-disability Earnings, whichever occurs first. For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by Your Employer, or another employer, and You refused the offer.

Your Disability must result from:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, alone, does not mean that You are Disabled.

Elimination Period means the longer of the number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable or the expiration of any Employer sponsored short term disability benefits or salary continuation program, excluding benefits required by state law.

Employer means the Policyholder.

Essential Duty means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

Indexed Pre-disability Earnings means Your Pre-disability Earnings adjusted annually by adding the lesser of:

- 1) 10%; or
- 2) the percentage change in the Consumer Price Index (CPI-W).

The percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W. The adjustment is made January 1st each year after You have been Disabled for 12 consecutive month(s), provided You are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

Mental Illness means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

Monthly Benefit means a monthly sum payable to You while You are Disabled, subject to the terms of The Policy.

Monthly Income Loss means Your Pre-disability Earnings minus Your Current Monthly Earnings.

Other Income Benefits means the amount of any benefit for loss of income, provided to You or Your family, as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You or Your family are eligible or that are paid to You or Your family, or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) mandatory "no-fault" automobile insurance plan;
- 5) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;
 that You, Your spouse and/or children, are eligible to receive because of Your Disability; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You become Disabled; or
 - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means the amount of any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under Your Employer's Retirement Plan;
- 2) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 3) portion of a judgement or settlement of a claim or lawsuit that represents or compensates for Your loss of earnings, less Our pro rata share of any associated reasonable attorneys' fees and court costs;
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
 - a) You were receiving it prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;
 (Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your after-tax contributions.); or
- 5) retirement benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;
 that You, Your spouse and/or children receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:

- 1) the amount attributed to loss of income; and
- 2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, and the time period to be 24 month(s). We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;

6.B

- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You or Related to You by blood or marriage.

Pre-disability Earnings means Your gross monthly rate of pay in effect on the last day You were Actively at Work before You became Disabled, including contributions You make through a salary reduction agreement with the Employer to a salary reduction arrangement under an Internal Revenue Code Section 125 plan.

Pre-disability Earnings does not include bonuses, commissions, tips and tokens, overtime pay or any other fringe benefits or extra compensation.

Prior Policy means the long term disability insurance carried by the Employer on the day before the Policy Effective Date.

Regular Care of a Physician means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
 - a) consistent with the diagnosis of the disabling condition;
 - b) according to guidelines established by medical, research, and rehabilitative organizations; and
 - c) administered as often as needed;to achieve the maximum medical improvement.

Rehabilitation means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, any necessary and feasible:

- 1) vocational testing;
- 2) vocational training;
- 3) alternative treatment plans such as:
 - a) support groups;
 - b) physical therapy;
 - c) occupational therapy; or
 - d) speech therapy;
- 4) work-place modification to the extent not otherwise provided;
- 5) job placement;
- 6) transitional work; and
- 7) similar services.

Related means Your spouse, or someone in a similar relationship in law to You, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Retirement Plan means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

- 1) a profit sharing plan;
- 2) thrift, savings or stock ownership plans;
- 3) a non-qualified deferred compensation plan; or
- 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

The Policy means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Our, or Us means the insurance company named on the face page of The Policy.

6.B

Your Occupation means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

You or Your means the person to whom this certificate is issued.

6.B

**The Plan Described in this Booklet
is Insured by the**

**Hartford Life and Accident Insurance Company
Hartford, Connecticut
Member of The Hartford Insurance Group**



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 18, 2022
SUBJECT/TITLE: Resolution Approving Marathon Health as the New Employee Health Clinic Operator
FROM: Cindy Bero
AGENCY/DEPARTMENT: People & Culture Services
HEARD AT STUDY SESSION ON: September 27, 2022 during AIR
RECOMMENDED ACTION: That the Board of County Commissioners approves the move to a new clinic operator – Marathon Health.

BACKGROUND:

Adams County has two on-site employee health and wellness centers (clinics). The primary objective of offering on-site clinics is to help reduce medical plan costs by: Making it convenient for employees to manage and improve their chronic conditions, pay less for these services than having them paid through the health plans and help employees avoid the chronic conditions. The first clinic opened in 2015 and CareHere was chosen as the clinic operator. In 2021, Premise Health purchased CareHere and is currently operating both clinics. We must perform a clinic operator RFP every seven years. This will be the first RFP since inception and the committee to perform the RFP included members from the People and Culture and Finance/Budget Departments.

The committee chose Marathon Health for the following reasons:

- Operation model where the providers also act as health coaches. This will help employees better manage their chronic conditions. The focus for Marathon Health is on improving employee health.
- Wide variety of quality wellness programs available.
- The best value for money being spent.

- Current clients include Larimer County and City of Fort Collins. In total, they operate 12 clinics in Colorado. This will help with covering provider shifts.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

People and Culture, Finance/Budget Department.

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

No

Additional Note:

This is not an additional expense. We will have the same budget as already submitted (\$1,309,931) for 2023.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING MARATHON HEALTH AS THE NEW EMPLOYEE HEALTH
CLINIC OPERATOR

WHEREAS, The Adams County Board of County Commissioners recognize the importance of total employee wellbeing and making healthcare affordable, accessible and convenient; and,

WHEREAS, in 2015 the Adams County Board of County Commissioners approved the implementation of two on-site employee health clinics; and,

WHEREAS, to ensure proper oversight and due diligence, every seven years a request for proposal must be performed and clinic operator proposals review by committee; and,

WHEREAS, after review of submitted proposals, the committee selected Marathon Health to be the new clinic operator.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the request to move clinic operations to Marathon Health is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Partnership Health Services Agreement with Marathon Health on behalf of Adams County.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 18, 2022
SUBJECT/TITLE: Resolution Approving Master Agreement and Scope of Work between Adams County and Ogilvy Group, LLC
FROM: Heidi Miller
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approves the Master Agreement and Scope of Work with Ogilvy Group, LLC.

BACKGROUND:

In 2016, Adams County entered into an Intergovernmental Agreement with Denver to create a joint marketing and planning committee to coordinate marketing efforts for the Aerotropolis region. The Aerotropolis Regional Committee (“ARC”) was created with members from Denver and from the Airport Coordinating Committee (“ACC”), which includes Adams County and some of the cities within Adams County. Denver and Adams County (working with the ACC) have agreed to equally share expenses associated with the ARC and its work. The ARC selected a marketing vendor, Ogilvy, to study the region and make marketing recommendations. Phases 1 and 2 of Ogilvy’s work have already been complete. The ARC recommended that Ogilvy be retained to complete Phase 3 of the marketing campaign. The ACC unanimously approved moving forward with Phase 3 and members of the ACC have contributed their share of the expenses associated with the marketing contract to Adams County. Denver has approved an Intergovernmental Agreement authorizing its fifty percent share of the costs associated with Phase 3. The Master Agreement and Scope of Work with The Ogilvy Group, LLC allows Denver and the ACC to move forward with the third and final phase of the marketing campaign.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

None.

ATTACHED DOCUMENTS:

Resolution

Master Agreement

Exhibit A - Form of Statement of Work

FISCAL IMPACT:

Yes

Fund:	00001																																
Cost Center:	9254																																
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Total Expenditures:		\$139,186																															
New FTEs requested:	No																																
Future Amendment Needed:	No																																

Additional Note: Amount to be included in year-end budget amendment.

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION APPROVING MASTER AGREEMENT AND SCOPE OF WORK
BETWEEN ADAMS COUNTY AND THE OGILVY GROUP, LLC**

Resolution No. 2022-

WHEREAS, Denver and Adams entered into an Intergovernmental Agreement for a New Airport dated April 21, 1988 (the “1988 IGA”); and,

WHEREAS, the 1988 IGA was amended by a First Amendment in 2015, which First Amendment stipulated to the creation of the Aerotropolis Regional Committee (“ARC”) to facilitate the Parties’ joint vision and strategy for regional coordinated development efforts; and,

WHEREAS, Denver and Adams County (working with the Airport Coordinating Committee, that includes some of the cities in Adams County) have agreed to share in the expenses associated with the work of the ARC; and,

WHEREAS, initial work by and for the ARC was paid for through contracts between Denver and the non-profit corporation Adams County Economic Development, Inc., including Phases 1 & 2 of a regional development plan comprising *inter alia* a competitive analysis, target audience analysis, market research, creative development, branding, and target refinement; and,

WHEREAS, Phase 3 of the ARC’s regional development plan will consist of the work to be performed by Ogilvy as set forth in the attached Scope of Work; and,

WHEREAS, the Airport Coordinating Committee voted unanimously to complete Phase 3 and the members of the Airport Coordinating Committee have already contributed their share of the expenses associated with Phase 3 to Adams County; and,

WHEREAS, Denver has approved an Intergovernmental Agreement authorizing Denver’s payment of their fifty percent share of Phase 3’s costs up to the amount of \$515,500; and,

WHEREAS, the ARC, which includes members from both the Airport Coordinating Committee and Denver, will oversee Phase 3; and,

WHEREAS, the attached Master Agreement and Scope of Work is an agreement between Adams County and The Ogilvy Group to allow Phase 3 to be executed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Adams, State of Colorado, that the attached Master Agreement with The Ogilvy Group, LLC and the associated Scope of Work is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to sign the Master Agreement and Scope of Work on behalf of Adams County.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement"), effective as of September 1, 2022 (hereinafter, the "Effective Date"), is entered into by and between **The Ogilvy Group, LLC**, with offices located at 1200 17th Street, 25th Floor Denver CO 80202 ("Agency"), and **Adams County, Colorado**, located at 4430 S. Adams County Parkway, Brighton, CO 80601 ("Client"). In consideration of the mutual agreements below, and intending to be legally bound, the parties agree as follows:

1. GENERAL

Subject to the terms and conditions of this Agreement, Client may engage Agency from time to time to provide certain services ("Services") and corresponding deliverables ("Deliverables") to Client all as mutually agreed to and set forth in a written statement of work [substantially in the form of Exhibit A attached hereto] by and between Client and Agency (each, an "SOW"). The parties agree that each SOW may include, among other things (as mutually agreed to by Agency and Client), (i) a description of the Services to be performed and Deliverables to be provided, (ii) the design, development, functional, and operating parameters, criteria, specifications and other requirements for the performance of the Services and provision of the Deliverables, (iii) the schedule and milestone dates for the completion and furnishing of each Deliverable and Service, (iv) the amounts payable by Client to Agency, and (v) any additional information, terms and conditions the parties may mutually agree to include, which may include, without limitation, any specific requirements of the applicable territory in which the Services will be provided. Each SOW will be effective and incorporated into this Agreement when mutually agreed upon and duly executed by Agency and Client. Agency has the right, but not the obligation, to accept each SOW to perform Services for Client and Agency will have no obligation to commence and/or perform any Services until there is a mutually executed SOW in place between Client and Agency. If any terms and conditions expressly set forth in a SOW conflict with the terms of this Agreement, the terms in the SOW shall control. In the event Agency provides digital development Services then the terms set forth in Exhibit B attached hereto shall apply to such Services.

2. TERM OF AGREEMENT

The term of this Agreement shall commence as of the Effective Date and shall continue for eighteen (18) months unless amended by the parties or earlier terminated by the parties in accordance with the terms hereof (the "Term").

3. RELATIONSHIP MANAGEMENT, COOPERATION, AND ACCEPTANCE

(a) Relationship Management; Cooperation. For each SOW, Client and Agency shall each designate (and identify in the applicable SOW) a relationship manager(s) who, among other things, shall serve as the primary interface between the parties in connection with the Services and Deliverables to be provided pursuant to the SOW. Client acknowledges that the successful and timely rendering of the Services and Deliverables to be provided hereunder will require the good faith cooperation of Client. Accordingly (in addition to any of Client's responsibilities set forth in the applicable SOW), Client agrees to reasonably cooperate with Agency as necessary or appropriate and relevant to the Agency's performance as reasonably required by Agency; (ii) providing timely review and feedback of Deliverables; and (iii) furnishing Agency with adequate substantiation for all descriptions or representations in the Deliverables as Agency may reasonably request.

(b) Delivery and Acceptance. Except as otherwise provided in the applicable SOW, Client shall review all Deliverables provided and respond to Agency within ten business days of receipt thereof of its acceptance or rejection of the applicable Deliverables. In the case of a rejection of the Deliverables, Client shall provide Agency in writing all details related to the basis for rejection of such Deliverables, provided that any such rejection by Client must be solely based on whether or not Agency has materially conformed to the mutually agreed upon written specifications set forth in the SOW (a "Deficiency"). To the extent Client fails to respond within ten business days or otherwise publicly uses the Deliverables, such Deliverables shall be deemed accepted by Client. If a Deficiency is claimed by Client, and such Deficiency is not due to an act or omission of Client and/or a failure to cooperate with Agency in accordance with the terms of this Agreement (and/or the applicable SOW), Agency shall, within a mutually agreed upon time frame, revise the applicable Deliverable at Agency's own expense, redeliver the applicable Deliverable and the acceptance procedure described herein will be followed again. If, following resubmission by Agency of the applicable Deliverable,

Client rejects such Deliverable again and claims a Deficiency, the parties may agree to extend the cure period or either party may terminate the applicable portion of the SOW. If either party chooses to terminate a portion of the SOW, Agency shall, as Client's sole and exclusive remedy, refund any pre-paid fees for Services not yet rendered by Agency as of the date of any such termination.

(c) Client Vendors. Client shall have the right to designate third party vendors ("Client Vendors") to perform services, provide deliverables and/or collaborate with Agency in connection with the Agency's performance of the Services and provision of the Deliverables. Agency shall use reasonable efforts to coordinate and cooperate with any and all Client Vendors to efficiently incorporate the services or deliverables provided by such Client Vendors, provided, however, that Agency shall not be responsible for or subject to any liability to Client (and/or any third party) for the services or deliverables provided by, or any acts or omissions of, any Client Vendor, including any delays to the extent directly or indirectly caused by any Client Vendor.

4. CHANGE CONTROL

Client and Agency recognize that during the course of an applicable SOW, modifications, amendments, supplements or revisions may be requested and/or otherwise necessary, which deviate from previously approved commitments, terms and conditions set forth in the applicable SOW. Such changes may be made only by mutual agreement of Agency and Client and any and all changes must be fully documented, detailing their impact on the applicable SOW including, without limitation, with respect to timing, pricing, scope of Services and Deliverables and any other terms and conditions. Any such change which is mutually agreed upon and duly executed by Agency and Client shall become an amendment to such SOW and incorporated therein. Failing such agreement, the applicable SOW and each of Client's and Agency's respective rights and obligations in connection therewith shall remain unmodified.

5. FEES, EXPENSES AND PAYMENT TERMS

(a) Fees, Invoicing and Payment. Client and Agency shall agree in the applicable SOW on the fees, charges and compensation to be paid by Client to Agency pursuant to such SOW, including, without limitation, any monthly or annual retainer fees, or project related fees, as applicable (collectively, "Fees"). Agency shall invoice Client for all such Fees in accordance with the payment and/or invoicing schedule set forth in the applicable SOW. Client shall pay all invoices within thirty (30) days of the date of the invoice from Agency.

(b) Expenses. Client agrees to reimburse Agency (within thirty (30) days of the date of the applicable invoice from Agency) for all reasonable travel and out-of-pocket expenses incurred by Agency in connection with the performance of the Services. Notwithstanding the foregoing, Client expressly agrees that for all third-party production, media, or other expenses incurred by Agency when purchasing goods and services on behalf of Client, Client shall pay Agency in advance of Agency making such purchases as mutually agreed by the parties in the applicable SOW and/or any other estimate or purchase order executed by Client and Agency.

(c) Disputes. Client may dispute in good faith any charges in a timely manner (not to exceed sixty (60) days from the date of the invoice) setting forth the reasons (in reasonable detail) for the dispute in writing to Agency. Client shall continue to pay all portions of invoices that are not disputed in a timely manner in accordance with the payment terms herein, and the parties shall use good faith efforts to promptly resolve any disputes. Acceptance of partial payment by Agency does not constitute a waiver by Agency of its right to collect all amounts due in full. To the extent that Client does not dispute a payment, and such payment is more than ninety (90) days past due, Agency may suspend Services in its entirety until such payments are made in full.

(d) Currency and Late Payment. All payments for Services to be made hereunder shall be in U.S. Dollars. In the event payments are not received by Agency within thirty (30) days after becoming due, Agency may (suspend performance for all Services until payment has been made in full.

(e) Taxes. Client shall be liable to pay all sales, use, VAT or other similar taxes applicable to all the goods and/or Services purchased pursuant to this Agreement, except for taxes on Agency's own net income and payroll taxes. In the event that any sums due to Agency are subject to withholding or other similar taxes, Client agrees that such sums shall be increased so that the net amount actually received by Agency is

equal to the amount which it would have received had such withholding not been due. Notwithstanding the foregoing, if it is agreed between Client and Agency that sales, use, VAT or other similar taxes are not chargeable on or shall not be levied on particular invoices, then Client agrees to be responsible for all liabilities arising from failure to accurately account for such taxes and pay such amounts and any corresponding interest, charges or penalties as may subsequently become due.

(d) Agent - Sequential Liability. When purchasing goods and services (including, without limitation, in connection with the procurement of Third Party Materials (as such term is defined herein) from third party suppliers that Client has pre-approved via a purchase order or other estimate from Agency, Agency shall have the right, but not the obligation, to act as agent for disclosed principal (Client) except where local law or custom prohibits this arrangement, in which case, Agency shall have the right, but not the obligation, to act as principal. Without limiting the foregoing, sequential liability shall apply to all goods and services purchased by Agency hereunder so that Agency shall not be responsible for such purchases unless and until Client has paid Agency in full and the funds have been cleared by Agency for such purchases. Until such time, Client shall remain solely responsible for such purchases. Agency has the right to confirm with third party suppliers that they expressly agree to payment in accordance with the foregoing terms. Agency's arrangements with third party suppliers made on Client's behalf shall be in accordance with rate cards or other standard or individual conditions and contracts which shall be binding on Client. Agency shall endeavor to guard against any loss to Client as the result of the failure of any third-party suppliers to properly execute their commitments, provided, however, that Agency shall not be responsible for or subject to any liability to Client (and/or any third party) for the services or deliverables provided by, or any acts or omissions of, any such third-party supplier (including, without limitation, any Client Vendor), including any delays to the extent directly or indirectly caused by same.

6. PROPRIETARY RIGHTS

(a) Work for Hire. Except as set forth in Sections 6(b) through Section 6(c) and Section 7 below, and/or as otherwise mutually agreed to in writing (including, without limitation, in the applicable SOW), and subject to payment in full of all applicable sums, all Deliverables commissioned by Client under an applicable SOW shall be considered a "work made for hire" as that term is defined in the Copyright Revision Act of 1976, 17 U.S.C. §101 et seq and the copyright therein shall be owned by Client, worldwide, for all purposes. To the extent that any Deliverables are not owned by Client as a work-for-hire or otherwise, Agency hereby irrevocably assigns to Client all of its rights, title and interest in and to all such Deliverables and shall cause its employees to irrevocably assign to Client any rights, title and interest that they may have in and to all such Deliverables. At Client's request and expense, Agency shall take such acts reasonably requested by Client to assist Client in obtaining and perfecting legal ownership of and protection for the Deliverables including, but not limited to, assignments, as may be necessary to enable Client to publish or protect the Deliverables by copyright or otherwise in any and all countries and to vest title to said Deliverables in Client, or its nominees, their successors or assigns. Notwithstanding the foregoing, if Client fails to pay any undisputed invoices, then all rights in and to the specific Deliverables not paid for by Client, are hereby granted to Client as a revocable license which will be converted to a full assignment of all rights upon payment of the outstanding amounts due Agency.

(b) Agency Property and Unproduced Deliverables. Notwithstanding anything set forth herein to the contrary, Client acknowledges and agrees that all materials, methodologies, information, businesses processes, tools, data and/or intellectual property in existence prior to this Agreement (and/or created outside the scope of this Agreement) and all code or portions thereof developed or provided by Agency hereunder (collectively, "Agency Property"), shall remain the sole and exclusive property of Agency. Unless otherwise set forth in the applicable SOW, to the extent any such Agency Property is integrated into the Deliverables, Agency hereby grants a fully paid-up, perpetual, non-exclusive, non-transferable license to Client to use (without modification) the applicable Agency Property solely in connection with the Deliverables and for the benefit of Client. Agency shall own all modifications, improvements or enhancements to the Agency Property and Client may not reverse engineer, decompile, modify, create derivative works, or otherwise exploit Agency Property alone or apart from the Deliverables commissioned by Client. Further, any Deliverables (except for any Client Materials (as defined below) therein) (i) prepared or proposed by Agency, but not produced published and/or broadcast within the term of the applicable SOW, and/or (ii) prepared or proposed by Agency and rejected by Client, shall remain the property of Agency (the "Unproduced Deliverables"). Agency shall have the right to use the

Unproduced Deliverables without limitation; provided, however, that, such uses shall not involve the release of any of Client's Confidential Information (as defined below).

(c) Client Materials. Client hereby grants to Agency the right and license to use the content, data, information and/or other materials as may be provided by Client to Agency hereunder (including, without limitation, any third-party materials), together with any associated service marks, trademarks, logos, names, and distinctive identification (collectively, "Client Materials"), in connection with the development and creation of the Deliverables and performance of the Services. For clarification purposes, Client retains all right, title and interest in and to the Client Materials and except for the rights and licenses granted to Agency pursuant to this Agreement, nothing shall be construed to restrict Client's rights or interests therein. Client shall be solely responsible (at its sole cost and expense) for procuring any and all rights necessary to use the Client Materials in accordance with the terms set forth here.

7. THIRD PARTY MATERIALS, TALENT AND UNION CONTRACTS

(a) Third Party Materials. Notwithstanding anything set forth herein to the contrary, Client acknowledges and agrees that all materials, rights, and intellectual property owned and/or controlled by third parties (e.g., third party owned and/or controlled audio-visual materials, photography, artwork, props, software or code (including, without limitation, open source software)) (collectively, "Third Party Materials") shall remain the sole and exclusive property of such third parties. Unless otherwise set forth in the applicable SOW or otherwise mutually agreed to by the parties in writing (and subject to any disclosed restrictions or limitations), to the extent Agency incorporates any such Third Party Materials into the Deliverables, Agency shall obtain (at Client's sole cost and expense) with respect to such Third Party Materials, all rights necessary for Client to use same as part of the Deliverables in accordance with the specific use and clearance parameters mutually agreed to by the parties in the applicable SOW. Client agrees to use any Third Party Materials consistent with the restrictions, limitations, obligations and disclaimers for such Third Party Materials as communicated to Client, including, without limitation, any and all usage, clearance and other licensing parameters, and Client acknowledges and agrees that Third Party Materials (and/or corresponding Deliverables) used, published or distributed otherwise may violate one or more applicable laws, rules or regulations or third-party rights, and that Client shall bear the sole risk and have the sole responsibility for all such violations. Further, with respect to any such Third Party Materials, Client shall receive under the applicable third party license only such rights and warranties as are offered by such third party licensor who shall be solely responsible to Client for such Third Party Materials.

(b) Talent and Union Contracts. Agency's agreements with SAG/AFTRA and/or other similar organizations provide that Agency be ultimately liable to performers for payments that may become due because of use of certain Deliverables by Client or any party to whom Client provides any such Deliverables to the extent such Deliverables fall under the applicable union codes. Client acknowledges that Client is responsible to reimburse Agency for all payments, taxes and liabilities to such organizations that arise hereunder.

8. CONFIDENTIAL INFORMATION

Each party shall take reasonable steps to protect proprietary and confidential information and materials which, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential ("Confidential Information") provided by the other party or its representatives from improper disclosure and shall only use and disclose such Confidential Information of the other party to perform the Services and/or fulfill its obligations under this Agreement. Confidential Information shall not include (i) information previously known to receiving party or materials to which the receiving party had access prior to the provision of such information or materials by the disclosing party; (ii) information or materials that are now or later become available in the public domain; (iii) information or materials provided to the receiving party by a third party not bound by a duty of confidentiality to disclosing party; or (iv) information independently developed by the receiving party without breach of this Agreement. Unless prohibited by law, receiving party shall inform disclosing party of all inquiries into or requests for the disclosing party's Confidential Information by third parties and shall disclose Confidential Information to such third parties only when legally compelled to do so and after notice to disclosing party, or when so permitted or instructed by the disclosing party (if practicable). Further, Client acknowledges that the rates and other terms negotiated by Agency with vendors performing hereunder may be protected by Agency as trade secrets and may not be generally known by the public or Agency's competitors. Accordingly, disclosure of same shall be in Agency's

sole discretion and, if disclosed, shall be treated as Agency's Confidential Information hereunder. Notwithstanding anything herein to the contrary, the receiving party may retain in their possession copies of disclosing party's Confidential Information in accordance with policies and procedures of the receiving party in order to comply with law, regulation and/or archival purposes; provided, however, that any Confidential Information so retained will continue to be Confidential Information pursuant to the terms of this Agreement and the receiving party will continue to be bound by the terms of this Agreement. The parties understand that Client is a governmental entity subject to the provisions of the Colorado Open Records Act ("CORA"). In the event of a conflict between the terms of this Agreement and CORA, Client shall follow the terms of CORA.

9. FINANCIAL AUDIT

(a) Agency agrees that, during the Term of this Agreement, Client's Auditor (as defined below) may, at its sole cost and expense, upon 60 days' advance written notice to Agency, and not more than once per year, conduct an audit of Agency's financial records for the prior 12 month period solely relating directly to Fees paid by Client under this Agreement, using a third party auditor from a "Big 4" accounting firm (i.e., Deloitte, KPMG, Ernst & Young, or PWC) ("Auditor"), provided such Auditor is not compensated on a contingency basis or providing cost consulting services to Client. Client acknowledges and agrees that no audit shall take longer than five days and the audit shall not include: individual payroll and personnel files; any information relating to Agency's other clients or Clients; any of Agency's overhead costs or related information; fixed pricing arrangements; non-disclosed media sales; any information subject to restrictions in contracts with third parties; access to Agency's IT infrastructure, servers and systems; any other internal Agency costs or non-billable expenses; any information relating to agreements entered into by Agency as principal; and/or any information that is subject to legal restrictions. Client acknowledges that no record will be available for audit until 90 days after the close of the calendar quarter during which such record was created, and that no audit or portion thereof shall occur during the month of December. Agency, at its discretion, may receive, submit and/ or retain documentation in an electronic/ digital format. Any such audit shall take place in Agency's primary office. Each audit shall be conducted during Agency's regular business hours and in such a manner as to not unduly interfere with Agency's operations. The Auditor shall execute an Agency-provided confidentiality agreement prior to conducting the examination. The scope of the audit shall be reviewed for appropriateness and subject to Agency's agreement prior to the commencement of the audit. Agency shall be permitted to review and comment upon a draft audit report prior to the report being presented to the Client.

(b) If applicable law requires, an authorized agent of Denver, including the City Auditor or his or her representative, will examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Agency's performance pursuant to this Agreement. If applicable, Adams County and Agency agree to cooperate, with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours during the Term and further if applicable law expressly permits. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. §20-276.

10. REPRESENTATIONS AND WARRANTIES; COMPLIANCE WITH LAWS; DISCLAIMERS

(a) Representations and Warranties. Each party represents and warrants that (i) it is financially capable of fulfilling all requirements of this Agreement, (ii) it is a validly organized entity that has the authority to enter into this Agreement, (iii) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement, and (iv) it shall comply with all laws, rules and regulations applicable to the nature and conduct of its business and its obligations under this Agreement.

(b) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, DELIVERABLES OR OTHER PRODUCTS TO BE PROVIDED HEREUNDER, AND THE WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AGENCY DOES NOT WARRANT, AND ASSUMES NO LIABILITY FOR, (I) THIRD PARTY MATERIALS (INCLUDING, WITHOUT LIMITATION, ANY OPEN SOURCE SOFTWARE), (II) CLIENT MATERIALS, NOR (III) ANY SERVICES AND/OR DELIVERABLES TO THE EXTENT ANY NON-CONFORMANCE OR DAMAGES ARE CAUSED BY: (X) CLIENT'S MISUSE OR MODIFICATION OF THE SERVICES OR DELIVERABLES AND/OR CLIENT'S FAILURE TO USE CORRECTIONS OR ENHANCEMENTS MADE AVAILABLE; (Y) CLIENT'S USE OF THE SERVICES OR DELIVERABLES IN COMBINATION WITH ANY PRODUCT OR INFORMATION NOT OWNED OR DEVELOPED BY

AGENCY; OR (Z) INFORMATION, DIRECTION, SPECIFICATION OR MATERIALS PROVIDED BY CLIENT, OR ANY THIRD PARTY.

(c) User Generated Content and Materials in the Public Domain. CLIENT ACKNOWLEDGES THAT AGENCY HAS NO CONTROL OVER INFORMATION AND MATERIALS ONCE THEY HAVE BEEN PUBLISHED, RELEASED OR POSTED IN THE PUBLIC DOMAIN AS REQUESTED OR APPROVED BY CLIENT, INCLUDING, WITHOUT LIMITATION, VIA SEEDING MATERIALS ON SOCIAL NETWORKING AND VIDEO SHARING WEBSITES OR APPLICATIONS. AS SUCH, AGENCY SHALL NOT BE RESPONSIBLE FOR ENSURING THE ACCURACY OF WHAT ANY THIRD PARTY PUBLISHES OR ANY OTHER RESULTING THIRD PARTY ACTIONS, NOR SHALL AGENCY BE RESPONSIBLE FOR ANY USER GENERATED CONTENT UNDER ANY CIRCUMSTANCE WHETHER OR NOT PROCURED BY AGENCY ON BEHALF OF CLIENT.

11. INDEMNITY OBLIGATIONS AND PROCEDURES; LIMITATION OF LIABILITY

(a) By Agency. Agency agrees to indemnify, defend and hold Client harmless, at its own cost and expense, from and against any and all liabilities, losses, damages, injuries, costs and expenses, including reasonable attorneys' fees and costs, judgments and any amounts paid in any settlement ("Losses") incurred as a result of or in connection with any third party claim or action arising out of or relating to: (i) any actual breach of any of Agency's representations and warranties set forth in Section 11(a), (ii) the gross negligence or willful misconduct of Agency in performing its respective obligations in connection with this Agreement, except to the extent that such Losses are subject to indemnification by Client as set forth in Section 12(c) below, and (iii) Agency's indemnification obligations under Section 12(a). Agency shall solely conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (y) no settlement or compromise shall be entered into or agreed to without Client's prior written approval and (z) Client has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

(b) Procedure.

(i) Agency's duty to defend and indemnify Client shall arise at the time written notice of the Claim is first provided to Client regardless of whether claimant has filed suit on the Claim. Agency's duty to defend and indemnify Client shall arise even if Client is the only party sued by claimant and/or claimant alleges that Client's negligence or willful misconduct was the sole cause of claimant's damages.

(ii) Agency shall defend any and all Claims which may be brought or threatened against Client and shall pay on behalf of Client any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of Client will be in addition to any other legal remedies available to Client and will not be Client's exclusive remedy.

(iii) Insurance coverage requirements specified in the Agreement, as amended, in no way lessen or limit the liability of Agency under the terms of this indemnification obligation. Agency is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the Client's protection.

(iv) This defense and indemnification obligation shall survive the expiration or termination of this Agreement, as amended.

(c) Limitation of Liability. THE PARTIES ACKNOWLEDGE AND AGREE THAT: (I) NEITHER CLIENT NOR AGENCY, NOR ANY OF THEIR RESPECTIVE PARENTS, AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSEES AND/OR AGENTS SHALL BE HELD LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR ANY LOSS OF PROFIT, LOSS OF CONTRACTS, LOSS OR DAMAGE TO REPUTATION AND/OR GOODWILL, AND LOSS AND CORRUPTION OF DATA, ARISING IN ANY MANNER FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, OR OTHER CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (II) AGENCY'S TOTAL, AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE TO AGENCY PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE CLAIM AROSE. Each party shall use

reasonable efforts to mitigate its damages or losses under this Agreement subject to the limitations set forth herein.

12. TERM AND TERMINATION

(a) Termination for Material Breach. If there is any material breach of this Agreement or any SOW by one party, the other party may (reserving cumulatively all other remedies and rights under this Agreement and in law and in equity) terminate this Agreement and/or any and all SOWs, in whole or in part, if the breaching party fails to cure any such material breach within 30 days after receipt of notice of such breach.

(b) Termination for Convenience. Either party may terminate this Agreement and/or any SOW hereunder, in whole or in part for any reason or without any particular reason and for convenience, at any time without obligation or liability of any kind, upon at least 90 days' notice to the other party.

(c) Termination for Insolvency. Either party may immediately terminate this Agreement in the event the other party (i) admits in writing its inability to pay its debts as they become due, fails to satisfy any judgment against it, or otherwise ceases operations of its business in the ordinary course, (ii) is adjudicated bankrupt or becomes insolvent, (iii) winds up or liquidates its business voluntarily or otherwise, (iv) applies for, consents to or suffers the appointment of, or the taking of possession of by, a receiver, custodian, assignee, trustee, liquidator or similar fiduciary of itself or of all or any substantial portion of its assets, (v) makes a general assignment for the benefit of creditors, (vi) commences a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (vii) files a petition seeking to take advantage of any other law providing for the relief of debtors, (viii) acquiesces to, or fails to have dismissed, within 30 days, any petition filed against it in any involuntary case pursuant to such bankruptcy laws and/or (ix) takes any action for the purpose of effecting any of the foregoing.

(d) Termination for Non-appropriations. This Agreement shall not constitute a multi-year fiscal obligation. This Agreement is subject to annual appropriation by Client. In the event Client fails to appropriate sufficient funds for this Agreement in any given fiscal year, Client may terminate this Agreement upon 30 days notice.

(e) Effect of Termination or Expiration. Notwithstanding the foregoing, in the event of expiration or termination of this Agreement for any reason, this Agreement shall remain in full force and effect with respect to any outstanding SOW(s), until completion or earlier termination of such SOW(s) in accordance with the terms and conditions hereof. Further, termination of a Statement of Work pursuant to this Agreement shall not cause any other Statement of Work or this Agreement to terminate unless such notice of termination expressly states otherwise. Notwithstanding anything set forth herein to the contrary, in the event Client terminates an applicable SOW and/or this Agreement for any reason, Client shall remain obligated for any and all (i) Fees payable to Client up to the effective date of such termination, any prior-approved expenses and any reasonable wind down fees, (ii) charges for services rendered by Agency and for expenditures incurred by Agency, pursuant to this Agreement (and/or the applicable SOW(s)), and (iii) reservations, contracts and other arrangements previously authorized by Client in connection with this Agreement (and/or the applicable SOW(s)) (including, without limitation, as applicable, any and all media contracts and/or other supplier and vendor commitments that Agency is unable to cancel), as well as any cancellation penalties imposed by any third party resulting from Agency's adherence to Client's instructions. All reservations, contracts and other arrangements entered into on behalf of Client, including without limitation any such arrangements for advertising space and time or others goods or facilities, that are still in effect as of the effective date of termination of this Agreement, shall, upon the approval of all third parties in interest and subject to applicable confidentiality requirements, be assigned to Client or its representative, and Agency shall be released from the duties, obligations, and liabilities thereof. Client agrees to pay all charges associated with such assignment, and Agency agrees to render such assistance as reasonably may be requested to affect such assignment. Any such contracts with third parties authorized by Client and still existing at the termination of the applicable SOW (and/or this Agreement) that cannot be assigned to Client or cancelled, shall be carried to completion by Agency at Client's expense in accordance with the provisions of this Agreement unless mutually agreed in writing to the contrary. Further, any contract Agency has entered into with talent to perform in Client's advertising shall be assigned to Client and Client shall assume all of the rights and obligations under the contract and Agency shall be relieved of any further responsibility or liability. Without limiting the foregoing, to the extent applicable, Client agrees that it shall execute (or have executed by another agency) any standard form of union assumption agreement required to effectuate the purposes of this paragraph.

13. NOTICE

Any notice required to be made or given pursuant to this Agreement shall be in writing, and sent by hand messenger, courier, registered or certified mail, email, or recognized overnight delivery service, and shall be deemed to have been made or given on the date received, to or at the following addresses and email addresses, as applicable:

If to Agency:

The Ogilvy Group, LLC
 1200 17th Street, 25th Floor
 Denver CO 80202
 Attn: Vincent DiPietro
 Email: Vincent.dipietro@ogilvy.com

If to Client:

Adams County, Colorado
 4430 S. Adams County Parkway,
 Brighton, CO 80601
 Attn: Heidi Miller
 Email: HMiller@adcogov.org

With a copy to:

WPP Group USA, Inc.
 3 World Trade Center, 31st floor
 175 Greenwich St.
 New York City, NY 10007
 Attn: Legal Department

Notwithstanding the foregoing, it is expressly understood that the Agency may obtain approvals and provide other day-to-day communications and notices (excluding legal notices of termination or breach) that are required to be in writing hereunder by means of email to the Client.

14. NON-SOLICITATION

Client acknowledges that Agency's employees are a valuable asset of Agency's. Accordingly, Client agrees that during the Term of this Agreement and for one (1) year thereafter, such party shall not, directly or indirectly, knowingly recruit or solicit, or employ, engage as a consultant, or otherwise retain, any of Agency's employees who are involved in the performance of this Agreement; provided that Client shall not be in breach of this Section 14 to the extent that an employee responds to a general advertisement or other job posting without solicitation.

15. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations (other than Client's payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, acts of war or terrorism, shortage of materials or supplies, failure of transportation or communications or of suppliers of goods or services, malicious acts of third parties against either party's information technology systems or infrastructure or any other cause beyond the reasonable control of such party.

16. GENERAL PROVISIONS

(a) Governing Law; Dispute Resolution and Venue. This Agreement and all issues related thereto shall be governed by and construed in accordance with the laws of Colorado, pertaining to contracts made and to be performed entirely therein, without regard to choice of law or conflict of law principles. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) business days after delivery of the disputing party's notice, the executives or any persons authorized to resolve the dispute of both parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to amicably resolve the dispute in good faith. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this Section 17(a) are confidential. If the parties continue to be unable to resolve the dispute within thirty (30) business days from the first meeting, either party may initiate litigation proceeding. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, such suit or proceeding shall be brought in

Adams County, Colorado, or the Federal Court for the District of Colorado, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.

(b) No Waiver. A waiver of a party's breach of any provision of this Agreement shall not operate as or be deemed to be a waiver of that party's prior, concurrent or subsequent breach of that or any other provision of this Agreement.

(c) Publicity. Neither party may, without the other party's consent, use such party's name, logo or issue any press release or other publicity, provided, however, that Agency may list Client in their roster of clients and may use Deliverables once publicly available in award show submissions and for other self-promotional purposes without consent.

(d) Severability. If one or more provisions of this Agreement shall be found invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected in any way thereby.

(e) Assignment. This Agreement, and the rights, duties, obligations and liabilities herein, shall be binding upon and inure to the benefit of the parties' successors and assigns. Neither party may assign this Agreement or any of its rights, duties, obligations or liabilities hereunder without the prior written consent of the other party except pursuant to a merger, acquisition, corporate reorganization, and/or sale of all or substantially all of its assets.

(f) Relationship. Except as set forth otherwise in the Agreement, it is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor will be considered to be, an agent, distributor, or representative of the other. The employees of one party will not be deemed to be employees of the other party.

(g) Construction. In resolving any dispute in connection with this Agreement or construing any provision herein, no presumptions shall be made or inferences drawn because of the drafting history of this Agreement, because of the inclusion or a provision in this Agreement not contained in a prior draft or version hereof, or because of the deletion of a provision from this Agreement contained in a prior draft or version hereof.

(h) Survival. Survival. Any provision of this Agreement which, either by its terms or to give effect to its meaning, must survive, shall survive the cancellation, expiration or termination of this Agreement.

(i) Entire Agreement; Amendment. This Agreement constitutes the exclusive, complete and final agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, arrangements and other communications and understandings between the parties, whether oral or written, with respect to such subject matter. This Agreement shall not be amended, modified, or waived in any way, in whole or in part, except in a writing signed by both parties or their respective authorized representatives.

(j) .

(k) Advertising and Public Disclosure. Agency shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Agency's advertising or public relations materials without first obtaining written approval of the Client.

(l) Security Breaches and Personal Information

- a. Client will not provide or otherwise allow Agency to obtain personal identifying information, as that term is defined in C.R.S. 24-73-101, from the County during the course of this Agreement.

17. INSURANCE

(a) General Conditions. Agency agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Agency shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of this Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to Client in the event any of the above-described policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to: Aurora Economic Development Council 12510 E. Iliff Ave., Suite 115 Aurora, CO 80014. Such notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Agency shall provide written notice of cancellation, non-renewal and any reduction in coverage to the addresses herein above provided by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the Agreement. Agency shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Agency. Agency shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(b) Proof of Insurance. Agency shall provide a copy of this Agreement to its insurance agent or broker. Agency may not commence service or work relating to the Agreement prior to placement of coverages required under this Agreement. Agency shall provide Client a copy of a certificate of insurance, preferably an ACORD certificate, demonstrating that Agency complies with all insurance requirements of this Agreement prior to commencing service or work relating to the Agreement. Client may require additional proof of insurance, including but not limited to policies and endorsements.

(c) Additional Insureds. For Commercial General Liability, Auto Liability, Professional Liability, and Excess Liability/Umbrella (if required), Agency's insurer shall include Client as an additional insured.

(d) Waiver of Subrogation. For all coverages required under this Agreement, with the exception of Professional Liability – if required, Agency's insurer shall waive subrogation rights against Client.

(e) Workers' Compensation/Employer's Liability Insurance. Agency shall maintain the worker's compensation coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(f) Commercial General Liability. Agency shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(g) Business Automobile Liability. Agency shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

(h) Additional Provisions

(i) For Commercial General Liability, the policy must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs are outside the limits of liability;
- (c) A severability of interests, separation of insureds provision (no insured v. insured exclusion); and
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the Client.

6.D

- (ii) For claims-made coverage:
- (a) The retroactive date must be on or before the date of this Agreement or the first date when any goods or services were provided pursuant to this Agreement, whichever is earlier.
- (b) Agency shall advise Client in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Agency will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

The Ogilvy Group, LLC

By: 
[Signature]

Name: Vincent DiPietro
[Print Name]

Title: VP, Finance
[Print Title]

Adams County, Colorado

By: _____
[Signature]

Name: _____
[Print Name]

Title: _____
[Print Title]

EXHIBIT A - STATEMENT OF WORK

EXHIBIT B – DIGITAL DEVELOPMENT SERVICES

If Agency develops any digital Deliverables (including, without limitation, websites, microsites, banners, content placement, and applications running on any computer, smartphone or tablet) for Client ("Digital Development Services"), the following terms and conditions will apply in addition to the terms set forth in the Agreement. In the event of a conflict between this Exhibit D and any other provision of the Agreement, this Exhibit D shall govern and control. All terms used with initial capitalization and not otherwise defined herein, shall have the respective meanings as defined in the Agreement.

1. WARARNTY FOR DIGITAL DEVELOPMENT SERVICES; DISCLAIMER. Agency warrants that its Digital Development Services will be performed in a good and workmanlike manner and that the digital Deliverables developed by Agency shall materially conform to the specifications set forth in the applicable SOW during the Term of the SOW and for a period of 30 days thereafter. Agency agrees to re-perform any Digital Development Services once to the extent such Digital Development Services are (i) not in compliance with this warranty and (ii) brought to Agency's attention within 30 days (or within any specific period provided in the applicable SOW) after such Digital Development Services are performed and delivered to Client. Client's exclusive remedy for any claim arising out of the foregoing shall be to notify Agency of such noncompliance and to provide Agency with the opportunity to use commercially reasonable efforts to re-perform at Agency's expense, and failing that, the return of fees paid to Agency for the work related to the noncompliance. THE FOREGOING SETS FORTH THE ONLY WARRANTIES PROVIDED BY AGENCY CONCERNING THE DIGITAL DEVELOPMENT SERVICES AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN A MUTUALLY EXECUTED SOW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AGENCY DOES NOT WARRANT THAT ANY SOFTWARE OR OTHER ELECTRONIC DEVICES PROVIDED OR WEBSITE CREATED OR HOSTED BY AGENCY WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION. FURTHER AND NOTWITHSTANDING ANY INDEMNIFICATION OBLIGATIONS, AGENCY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY OPEN SOURCE OR THIRD PARTY MATERIALS, NOR ANY MODIFICATION OR COMBINATION OF ANY DELIVERABLES, SERVICES OR MATERIALS BY OR ON BEHALF OF CLIENT. MOREOVER, CLIENT ACKNOWLEDGES THAT AGENCY HAS NO CONTROL OVER INFORMATION AND MATERIALS ONCE THEY HAVE BEEN PUBLISHED, RELEASED OR POSTED IN THE PUBLIC DOMAIN AS REQUESTED OR APPROVED BY CLIENT, INCLUDING, WITHOUT LIMITATION, VIA SEEDING MATERIALS ON SOCIAL NETWORKING AND VIDEO SHARING WEBSITES OR THE USE OF INTERNET-BASED "WIDGETS." AS SUCH AND NOTWITHSTANDING ANY INDEMNIFICATION OBLIGATIONS, AGENCY SHALL NOT BE RESPONSIBLE FOR ENSURING THE ACCURACY OF WHAT ANY THIRD PARTY PUBLISHES OR ANY OTHER RESULTING THIRD PARTY ACTIONS.

2. TERMS AND POLICIES. Client shall be solely responsible for creating and providing Agency with any and all consumer disclosures necessary or advisable in connection with the digital Deliverables, including web site terms and conditions, privacy policies and other disclosures required by applicable law. Agency shall implement all such consumer disclosures as provided by Client to Agency.

3. THIRD PARTY SERVICES. Certain Services may be dependent upon the products and services of third parties, such as search engines, email service providers, hosting providers, social media platforms, online service companies and similar third parties not controlled by Agency. While Agency shall make commercially reasonable efforts to resolve any issues, Agency shall not be liable for the acts or omissions of such third parties, including the failure of the products or services of such third parties to operate as intended.

Adams County + Ogilvy Aerotropolis Phase III

**EXHIBIT A – FORM OF STATEMENT OF WORK
NO. 1 | MONTH 9.01.22**

1. Reference to Master Services Agreement

This STATEMENT OF WORK ("SOW") is made effective on 9/XX/22 ("Effective Date"), by and between Ogilvy Group LLC ("Ogilvy"), and Adams County, Colorado ("Client"). All the terms, conditions, specifications, and other provisions of any nature contained within the Master Services Agreement, by and between Consultant and Client, dated on or about 9/01/2022 ("Master Agreement"), are expressly understood and agreed to be material terms of this SOW as though fully set forth herein and are hereby incorporated by reference. In the event of any conflict between the terms of this SOW set forth below and the Professional Services Agreement, the terms of the Master Agreement will control unless the specific provision of the Master Agreement is identified as superseded.

2. Engagement Details

The following are engagement details:

ENGAGEMENT NAME

Aerotropolis Phase III

PROJECT CONTACT(S)

Ogilvy Project Lead	Client Project Lead
Dawn-Marie Kerper Executive Consultant dawn-marie.kerper@ogilvy.com	Ryan Nalty Deputy Director, Community and Economic Development Department Adams County, Colorado

3. Engagement Approach

ENGAGEMENT OVERVIEW

The third phase of the project will focus on the launch and optimization of outreach efforts in order to drive awareness and generate leads amongst our targeted industry spheres and audiences.

Ogilvy estimates 12 months to complete the scope of work. The timeline outlined in this document is an estimate and may shift based on scheduling needs as agreed upon by Aurora EDC and Ogilvy.

4. Description of Services and Deliverables

The following Services and Deliverables will be performed.

1. Account and Project Management for 12 months.
2. Development of an updated go-to-market (GTM) plan, and execution of that plan.*
3. Content creation and key anchor assets
4. Web platform development

Note: The Phase II GTM recommendations included an account-based marketing approach, search intent research, and search engine marketing. However, given the Committee's expressed interest in updating this approach to meet new market dynamics, Ogilvy will work with the Committee to develop an updated approach, and an updated detailed scope and a zero dollar change order will be issued at that time.

5. Engagement Team

The Ogilvy team for this engagement will include functions of Account Management, Project Management, Creative Direction, Copywriting, Design, Marketing Strategy, Performance Marketing Strategy, Experience Design, Content Strategy, Data Strategy, Engagement Management, Business Analysis, Technical Management, Technical Development, ABM Strategy and Management, and Search Media Planning and Buying.

6. Team Agreements

The following are assumed agreements associated with partnering, ownership, and communications between Ogilvy and Aurora Economic Development Council.

Ogilvy Agreements

Status	Ogilvy will be responsible for creating and maintaining an accurate project status report and conducting status meetings with Client for the duration of each deliverable.
Reviews and Revisions	All deliverables noted herein assume up to 2 rounds of review and revisions as well as timely receipt of contingent assets, input, etc. Additional rounds beyond the outlined may result in a Change Order for additional fee.
Deliverables and Change Order	Ogilvy's Project Management lead will hold responsibility for clarity on activities and deliverables and ensure that project documentation (SOW) matches actual project work. All agreements to change scope, timeline or budget will be documented in a change order and signed off on by both parties before work on the items in question will proceed. Ogilvy's Engagement Lead will determine if the change will require any change to fee.

AEDC Agreements

Deliverable Review Time	AEDC will have a period of 2 business days to review received deliverables and provide consolidated feedback, unless stated otherwise in the deliverable sections. The exception to this agreement is that AEDC will be expected to provide feedback in real time during the design sprints with regards to design review and approval. Any requests from AEDC for longer turn-around times or inability of AEDC to adhere to agreed upon timelines will result in a change to scope and be evaluated for effect on timing and budget estimates.
Consolidated Feedback	AEDC will identify one global person to consolidate team feedback. They will partner with Ogilvy on a decision-making process, including how to consolidate feedback and handle tie-breakers.
Project Stakeholders	Client to define a list of project stakeholders, their responsibilities, prior to project start. Each stakeholder will commit to reviewing project deliverables and responding with comments in a timely manner and no later than the end of the review cycle (these are generally 48 hours in duration)

Scheduling	Any missed deadlines that are the result of changing market conditions, organizational changes, or client change in direction may result in a Change Order for additional fee. Significant changes in scope or schedule will be documented and may result in additional resources/services.
Stakeholder Alignment	Client owns aligning internal teams to the project progress and receiving any needed feedback or approvals. Feedback and approval timing must fit into the agreed schedule.
Additional Team Agreements	
Out of Scope	Any additional activities or deliverables not referenced in this SOW are out of scope. Additional activities or review rounds will result in a change order.
Assumptions and Scope	Throughout this document, there are listed assumptions that are critical to the timely, and on-budget delivery of Ogilvy services. If these assumptions change during the engagement or if other currently unforeseen events change, Ogilvy will bring the change and impact to the attention of [Client] stakeholders to discuss potential risks, as well as budget and/or timeline implications.

7. Engagement Fees and Payment Terms

Ogilvy and Client shall follow the following fee and term guidelines:

SOW TERM

The term for this SOW shall begin as of the SOW Effective Date and shall continue through the date when all phases provided in this SOW are completed. Any required extended engagement past September 30, 2023 may result in a Change Order.

FEES

This is a Fixed Fee engagement that is non-reconcilable. Material changes to the deliverables or timing may result in a Change Order issued and a revised Fee mutually agreed to in writing.

Client shall pay Ogilvy the following Fees for Services and Deliverables:

Aerotropolis Phase III - \$1,030,000.00 USD

This fee will be inclusive of any out of pocket (OOP) costs as well. And those costs will be broken out upon submission of the revise GTM approach.

OOP costs may include: video or other production costs, image licensing, website hosting and warranty/maintenance, media placement costs.

FEE SCHEDULE

Ogilvy shall invoice Adams County, Colorado, and notify Aurora Economic Development Council for all such Fees in accordance with the following invoicing schedule and due in net 30 days:

Invoice Number	Invoice Amount	Invoicing Date
1	\$1,030,000.00	Upon execution of the SOW

8. Acknowledgement and Signatures

The Ogilvy Group, LLC

Adams County, Colorado

By:

[Signature]

By:

[Signature]

Name:

[Print Name]

Name:

[Print Name]

Title:

[Print Title]

Title:

[Print Title]



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 18, 2022
SUBJECT/TITLE: Resolution Adopting Hearing Officer's Recommendations for Decision Regarding Property Tax Abatement Petitions
FROM: Christina Pozuelos
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approves the recommendations of the August 18, 2022, Abatement Hearing Officers.

BACKGROUND:

On August 18, 2022, the Abatement Hearing officers convened to conduct real property and personal property tax abatement hearings for abatement petitions received concerning tax years 2020 and 2021. The summary findings and recommendations of the Hearing Officer are attached hereto for approval and adoption.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Assessor's Office

ATTACHED DOCUMENTS:

Resolution Summary Findings and Recommendations

FISCAL IMPACT:

No

Additional Note:

RESOLUTION ADOPTING HEARING OFFICER'S RECOMMENDATIONS FOR
DECISION REGARDING PROPERTY TAX ABATEMENT PETITIONS

WHEREAS, pursuant to C.R.S. § 39-1-113 (1) and (1.7), the Adams County Board of County Commissioners is to hold hearings and make decisions on petitions for property tax abatement; and,

WHEREAS, Hearing Officers duly appointed by the Adams County Board of County Commissioners in compliance with C.R.S. § 39-1-113(1) conducted property tax abatement hearings on August 18, 2022; and,

WHEREAS, the Hearing Officers have made findings and prepared recommendations to the Board of County Commissioners for consideration and final decision; and,

WHEREAS, those findings and recommendations are attached hereto as Exhibit A and are incorporated by reference as though fully set forth.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the decisions set forth in the abatement hearing summary attached hereto as Exhibit A are hereby adopted and confirmed.

BE IT FURTHER RESOLVED, that letters of decisions be mailed to the petitioners or their designated agent.

6.E

Exhibit A
Summary Findings and Recommendations of the Hearing Officer
Abatement Hearings - August 18, 2022

Decision Status	Account Type	Total Count
Stipulated:	Commercial	1
	Personal	0
	Agricultural	0
	Residential	1
Adjusted:	Commercial	0
	Personal	0
	Industrial	0
	Residential	0
Denied:	Commercial	11
	Personal Property	0
	Industrial	0
	Residential	1
Withdrawn:	Commercial	1
	Industrial	0
	Personal Property	0
	Residential	1
TOTAL:		16

Stipulated

#	Account #	Tax Year	Account Type	Parcel #	Decision Status	Current Value	Adjusted Land Value	Adjusted Improvements	Adjusted Value	Difference
1	R0188492	2020	R	172309413022	STIP	\$332,291	\$90,000	\$235,000	\$325,000	\$7,291
2	R0168646	2021	C	156906312008	STIP	\$707,300	\$83,400	\$551,600	\$635,000	\$72,300

Adjusted

#	Account #	Tax Year	Account Type	Parcel #	Decision Status	Current Value	Adjusted Land Value	Adjusted Improvements	Adjusted Value	Difference

Withdrawn:

#	Account #	Tax Year	Account Type	Parcel #	Decision Status
1	R0029766	2021	R	171902410006	WD
2	R0038943	2021	C	171911405009	WD

Denied:

#	Account #	Tax Year	Account Type	Parcel #	Decision Status
1	R0188492	2021	R	172309413022	DENIED
2	R0116783	2021	C	157113101001	DENIED
3	R0116784	2021	C	157113101002	DENIED
4	R0116787	2021	C	157113102001	DENIED
5	R0037106	2021	C	171910217006	DENIED
6	R0111965	2020	C	157334004030	DENIED
7	R0111965	2021	C	157334004030	DENIED
8	R0164394	2021	C	162505407032	DENIED
9	R0187851	2020	C	157333403001	DENIED
10	R0187851	2021	C	157333403001	DENIED
11	R0187852	2020	C	157333403002	DENIED
12	R0187852	2021	C	157333403002	DENIED



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 18, 2022
SUBJECT/TITLE: Resolution Approving Memorandum of Understanding between Adams County and CoreCivic, Inc. For Facility Payments for the 2022-2023 State Fiscal Year
FROM: Courtney Jurischk
AGENCY/DEPARTMENT: Community Safety & Well-Being
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Memorandum of Understanding for the distribution of Facility Payments to CoreCivic, Inc. for state fiscal year 2022-2023

BACKGROUND:

The State allocation letter (attached) provides Facility Payment funding to community corrections providers for each community corrections facility they operate. These funds are for a very specific legislative intent: to mitigate staff turnover and reduce caseload sizes, both in an effort to advance evidence-based approaches and to improve outcomes in community corrections. Funds can also be used to facilitate compliance to PREA or for the implementation of other approved evidence-based approaches for improved outcomes. The MOU allows the upfront distribution of 50% of the facility payments and further allows the remainder of the funds to be distributed upon compliance to the Statewide Policy for Facility Payment Funding for FY22-23. CoreCivic, Inc. owns and operates two facilities in Adams County. They are eligible for \$74,000 per facility for the upfront distribution, or \$148,000 total

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Division of Criminal Justice Adams County CoreCivic, Inc.

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN
ADAMS COUNTY AND CORECIVIC, INC. FOR FACILITY PAYMENTS FOR THE 2022-
2023 STATE FISCAL YEAR

WHEREAS, pursuant to C.R.S. § 17-27-101, *et seq.*, the Adams County Board of County Commissioners has contracted with the Colorado Department of Public Safety, Division of Criminal Justice (“DCJ”) to provide community corrections program services to the 17th Judicial District for the State of Colorado; and,

WHEREAS, Adams County has subcontracted with CoreCivic, Inc. for state fiscal year 2022-2023 to provide community corrections services for the 17th Judicial District; and,

WHEREAS, the DCJ has provided funding for each facility that maintains the compensation levels and caseload levels that were reached pursuant to the state fiscal year 2015-2016 requirements and that shall be sustained throughout fiscal year 2022-2023.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding between the Board of County Commissioners and CoreCivic, Inc. for the provision of facility payment which is attached hereto and incorporated herein by reference, is hereby approved and the Chair is hereby authorized to execute same.

**MEMORANDUM OF UNDERSTANDING REGARDING
COMMUNITY CORRECTIONS FACILITY PAYMENT PLANS
BY AND BETWEEN ADAMS COUNTY, COLORADO AND CORECIVIC, INC.**

The General Assembly has provided funding for state fiscal year 2022-2023 with the intent that programs will maintain the compensation levels and caseload levels that were reached pursuant to the state fiscal year's 2015-2016 Facility Payment policy. These objectives were established to advance evidence based approaches to improve outcomes in community corrections. To obtain this funding or a portion thereof, programs must adhere to the Statewide Policy and General Procedures for Facility Payments for state fiscal year 2015-2016 (attached hereto as Exhibit A) and remain consistent with the legislature's intent. The state has implemented a two part funding method.

CoreCivic, Inc. is contracted to operate two (2) facilities located in Adams County, Colorado during state fiscal year 2022-2023. Each facility is eligible for a total of \$148,000 with an upfront distribution of **\$74,000** (50%) of the appropriation for each facility to be paid in October of 2022.

A second distribution of **\$74,000** (50%) of the appropriation will be made for each facility upon meeting the following conditions:

- (a) A fully executed master contract between the Department of Public Safety, Division of Criminal Justice and the Board of Adams County Commissioners; and
- (b) A fully executed subcontract between CoreCivic Inc. and Adams County; and
- (c) A fully executed Allocation Letter to the 17th Judicial District that will secure the above described funding; and

Exemptions from Statewide Policy:

For programs who have submitted a Request for Exemption and provide an Alternate Funding Plan that has been approved by the State and the Community Corrections Board the disbursements of the Facility Payment funds shall be made consistently with the aforementioned disbursement policy where 50% is paid upfront and upon verifiable execution of the alternate plan the remainder may be paid in part or in whole dependent upon execution of the approved alternate plan.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Lynn Baca, Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Adams County Attorney's Office

Deputy Clerk

CoreCivic, Inc

Name:
Title:

Date

OPTION ALLOCATION LETTER**CT #659**

Date: 7/1/2022	Original Contract CMS #139939	Allocation Letter # 4	CMS Routing #
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TO: Board of Adams County c/o Community Corrections Board

In accordance with Section 7.A of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and Board of Adams County c/o Community Corrections Board July 1, 2022 and ending on June 30, 2023, the undersigned commits the following funds to the Grant:

1. Payment for the period July 1, 2022 through June 30, 2023, will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed \$9,744,253.25 to be allocated as follows:

\$ 264,168.75 for Non-Residential Diversion services for offenders not to exceed an average of \$9.65 per day per offender; (75 Slots) and,

\$ 325,000.00 for Treatment Support and,

\$ 322,041.30 for Community Corrections Board Administration by the Contractor,

\$ 444,000.00 for Facility Payments to be disbursed as outlined in Statewide Facility Payment Policy for FY23 and,

\$5,038,708.20 for Residential services for community corrections offenders, payable at a daily community rate of \$67.67 per offender which includes performance Based Contracting of 1% that has been included in the bed rate; (202 Beds) (2 Condition of Probation IRT Bed)

\$3,350,335.00 for Residential services for community corrections offenders, payable at a daily community rate of \$67.00 per offender which includes performance Based Contracting of 0% that has been included in the bed rate; (137 Beds)

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.
4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than July 31, 2023.

This Allocation Letter does not constitute an order for services under this Grant. The effective date of hereof is upon approval of the State Controller or July 1, 2022, whichever is later.

STATE OF COLORADO
JARED S. POLIS, GOVERNOR
 Colorado Department of Public Safety
 Stan Hilkey Executive Director

 By: Joe Thome, Director

Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Tanya Olsen, Controller

Date: _____



COLORADO
Division of Criminal Justice

Department of Public Safety

Office of Community Corrections
 700 Kipling Street, Suite 1000
 Lakewood, CO 80215

TO: All Community Corrections Boards and Providers

FROM: Glenn A. Tapia, Director
 Office of Community Corrections
 Division of Criminal Justice

SUBJ: Statewide Policy and General Procedures: Facility Payments Funding for FY16

DATE: July 29, 2015

General Policy and Intent

In FY 2014-15 (FY15), the General Assembly developed a multi-faceted (two-part) plan to increase funding levels for community corrections providers with the intention of mitigating staff turnover and distributing workloads more efficiently among case management staff. These objectives were established with the expressed interest of the advancement, implementation and sustainability of evidence-based approaches to improve outcomes in community corrections and to better facilitate compliance with the Prison Rape Elimination Act (PREA). The two-part plan included an increase for the base bed per diem as well as an additional *Facility Payments* structure. The combination of these two funding streams was designed to increase staff salaries and to reduce case management caseloads in residential community corrections.

In FY 2015-16 (FY16), the General Assembly continued this two-part funding method with an additional 1.8% per diem increase in addition to the *Facility Payments* appropriation that was established in FY15. The two-part funding structure is intended to be invested in modest pay increases for staff and retention of the caseload maximums for case managers that were established in FY15. Footnote 73 in the FY16 Long Bill reads as follows:

These payments may be withheld in whole or in part from facilities that: (1) fail to maintain an average ratio of at least one case manager for every 20 residents; (2) fail to raise average pay and benefits of security staff members by at least 1 percent; or (3) fail to raise the average pay and benefits of case managers by 1 percent. A facility is exempt from requirement (2) if the sum of average pay and benefits for security staff members exceeds \$33,000 annually. A facility is exempt from requirement (3) if the sum of average salary and benefits for case managers exceeds \$38,500 annually. For purposes of this footnote, payroll taxes are not benefits. Community corrections providers are encouraged to exceed these goals. It is the intent of the General Assembly that community corrections facilities with an average of 32 or more security FTE receive a second facility payment.

It is established by this policy that the intent of the additional funds into community corrections for FY16 is for providers to build upon their investment in specific methods to facilitate effective implementation of evidence-based approaches to offender management and behavior change. This is to be accomplished, in part, through limiting offender-to-staff ratios for case management positions as well as through lower staff turnover which can be achieved, in part, by increased staff salaries for security and case management positions.

6.F

It is the intent of the General Assembly and Colorado Department of Public Safety (Division of Criminal Justice) that providers use the additional funding to increase case manager and security staff member compensation and to limit the number of residents assigned to each case manager. The 1.8% per diem increase shall be invested in salary increases and retention of caseload maximums and may be withheld in whole or in part from facilities that:

- 1) fail to maintain a ratio of at least one case manager for every 20 residents (or equivalent ratio for part time case management staff),
- 2) fail to raise average pay and benefits of security staff members by at least 1.0 percent, or
- 3) fail to raise the average pay and benefits of case managers by 1.0 percent.

It is also the intent of the General Assembly and the Department that community corrections work to exceed these base goals in FY16.

Data Collection and Reporting

The General Assembly has issued a formal Request for Information (RFI) of the Department that requires the Division to report the following information about the funding increases:

- 1) the average number of total staff
- 2) the average number of security staff
- 3) the average number of case managers
- 4) the average wage and salary of security staff and case managers
- 5) the average cost of benefits, excluding payroll taxes, for security staff and for case managers
- 6) the average turnover rate and length of employment for security staff and the average length of employment for case managers
- 7) average case manager caseloads for residential and non-residential offenders.

The Department is also requested by the General Assembly to continue collecting periodic financial statements and starting salary information from community corrections providers. Finally, the Department is requested to retain the data received from each facility.

Accordingly, Community corrections providers shall submit updated staffing, salary, benefits, caseload, and turnover data to their local community corrections board and to the Division of Criminal Justice no later than October 31, 2015. The providers shall use only the format prescribed by the Division to submit the data. Providers shall receive the required data collection forms by October 1, 2015 and shall submit updated data that is reliable and verifiable by an outside entity. At a minimum, providers shall submit, by October 31, 2015, the following data elements:

- 1) A current roster of all full time, part time, and contract staff including the title and type of position
- 2) The percent of full time equivalent (FTE) for each position
- 3) Actual hourly wage and monthly salary figures for each individual security and case management staff including related supervisory positions
- 4) Actual cost figures for monthly employer-paid benefits for each individual staff member. Figures for individual staff members shall include only the actual cost of medical, dental, vision, retirement, disability, and life insurance benefit premiums paid by the employer. Employer-paid benefits shall not include costs for payroll taxes, sick time, vacation time, unemployment insurance, workers compensation insurance, or other costs that are required but not listed above. Variations of this definition must be approved, in advance, by the local community corrections board (or its designee) and the Division.

6.F

- 5) A benefits-to-salary percentage for the provider for security and case management staff
- 6) Actual current caseloads for all case management positions including part-time and full-time positions as well as for case manager supervision positions. Other positions in the organization who carry an active caseload must be included in caseload data. Reporting data should include all categories of clients i.e. diversion, transition, CRCF, non-residential, etc
- 7) Date of employment for each staff member
- 8) The actual number of security positions hired, as a result of turnover, in the last year
- 9) Direct contact information (phone number and/or email address) for each staff person

Providers shall also be required to submit reliable and verifiable salary, benefit, and caseload data to the Division of Criminal Justice in the aggregate. For FY16, this will be accomplished through a survey that will be administered to all providers in the month of October 2015. Providers shall complete the survey no later than October 31, 2015. These data will be analyzed so that the Division can track data for reporting to the General Assembly regarding the use of the funds in the FY17 Budget Hearings.

Letters of Intent

Full funding of the *Facility Payments* appropriations are contingent upon receipt, approval and full execution of a formal *Letter of Intent* to invest the funds in staff salary increases, retention of caseload maximums, and any other additional means to meet the intent and goals of the General Assembly and the Department previously outlined in this policy. On or before August 31, 2015, providers shall submit to the local community corrections board and the Division a formal *Letter of Intent* that provides clear and convincing information that the funds will be used as intended by the General Assembly, the Department, and the local community corrections board. The *Letter of Intent* shall be reviewed and approved by the Division of Criminal Justice and the local community corrections board, or its designee, prior to disbursement of the full *Facility Payments* funds to providers.

The *Letter of Intent* shall be signed by the executive management of the community corrections provider, or its designee. If both the board and the provider are the same entity, the annual plan shall be submitted directly to the Division of Criminal Justice for approval and monitoring.

Disbursement of *Facility Payments* Funds

The community corrections board may pay fifty percent (50%) of the annual *Facility Payment* allocation for each provider upon receipt of the initial disbursement of funds from the Division of Criminal Justice. The final disbursement of the *Facility Payments* appropriations to community corrections boards will be made at the beginning of the third quarter of FY16, pursuant to State Fiscal Rule. The final 50% of *Facility Payments* to providers shall not be made unless and until the *Letter of Intent* satisfies the aforementioned intent for the funds paid to providers.

The *Facility Payments* funding may be withheld in whole or in part from facilities that:

- 1) fail to maintain a ratio of at least one case manager for every 20 residents (or equivalent ratio for part time case management staff),
- 2) fail to raise average pay and benefits of security staff members by at least 1 percent, or
- 3) fail to raise the average pay and benefits of case managers by 1 percent.

The community corrections boards and/or the Division of Criminal Justice retain the right to recover up to 100% of

the *Facility Payments* appropriations from any provider that fails to meet the requirements of the funds, as stated in this policy.

Objective Verification of Funding

The Division and the local community corrections board are responsible for and reserve the right to verify staff salary increases, caseload sizes, and any other aspect of the provider's plan for the funds. Verification of funding includes, but is not limited to examination of official payroll records, staff interview data, or any other reliable source of verification.

Exemptions from Statewide Policy

Providers requesting an exemption from one or more elements within the statewide policy must do so, in writing, no later than August 31, 2015. A formal *Request for Exemption* shall be submitted to the local community corrections board and the Division. A *Request for Exemption* shall include at a minimum, the following information:

- 1) Clear and convincing rationale describing why the provider believes that they already meet or exceed the expectations of the statewide policy and therefore need not increase security salaries and benefits by at least 1%; and/or
- 2) Clear and convincing rationale describing why the provider believes that they already meet or exceed the expectations of the statewide policy and therefore need not increase case management salaries and benefits by at least 1%; and/or
- 3) Clear and convincing rationale describing why the provider believes that they need not maintain the expectations of the statewide policy and therefore need not limit caseloads to a maximum of 20 offenders to each full time case manager

The Division and the local community corrections board, or its designee, shall approve *Requests for Exemptions* on a case-by-case basis. *Requests for Exemption* shall not be approved unless and until they meet the expressed and aforementioned intent of the General Assembly, the Department, and the local community corrections board.

In cases of an approved *Request for Exemption*, disbursements of *Facility Payments* funds shall be made consistently with the aforementioned disbursement policy where 50% is paid initially and the remainder is paid upon state and board approval of the *Request for Exemption*. In all cases, providers shall submit all aforementioned data in the Data Collection and Reporting section in this policy. Providers should also provide any reliable, objective, and verifiable data to support or justify approval of the *Request for Exemption*.

The Division extends our sincere gratitude to all boards and providers for your cooperation and adherence to this policy. It is our belief that adherence to this policy will strengthen our collective ability to use the *Facility Payments* funds as intended by the General Assembly. Should you have any questions of me, please contact me at 303.239.4448 or via email at glenn.tapia@state.co.us.

Respectfully



Glenn A. Tapia
Director, Office of Community Corrections



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 18, 2022
SUBJECT/TITLE: Resolution Approving Memorandum of Understanding between Adams County and Intervention Community Corrections Services for Facility Payments for the 2022-2023 State Fiscal Year
FROM: Courtney Jurischk
AGENCY/DEPARTMENT: Community Safety & Well-Being
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners Approves the Memorandum of Understanding for the distribution of Facility Payments to Intervention Community Corrections Services for state fiscal year 2022-2023.

BACKGROUND:

The State allocation letter (attached) provides Facility Payment funding to community corrections providers for each community corrections facility they operate. These funds are for a very specific legislative intent: to mitigate staff turnover and reduce caseload sizes, both in an effort to advance evidence-based approaches and to improve outcomes in community corrections. Funds can also be used to facilitate compliance to PREA or for the implementation of other approved evidence-based approaches for improved outcomes. The MOU allows the upfront distribution of 50% of the facility payments and further allows the remainder of the funds to be distributed upon compliance to the Statewide Policy for Facility Payment Funding for FY22-23. ICCS operates one facility in Adams County. They are eligible for the upfront distribution of \$74,000 for their facility.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Division of Criminal Justice Adams County Intervention Community Corrections Services

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

No

6.G

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN
ADAMS COUNTY AND INTERVENTION COMMUNITY CORRECTIONS SERVICES FOR
FACILITY PAYMENTS FOR THE 2022-2023 STATE FISCAL YEAR

WHEREAS, pursuant to C.R.S. § 17-27-101, *et seq.*, the Adams County Board of County Commissioners has contracted with the Colorado Department of Public Safety, Division of Criminal Justice (“DCJ”) to provide community corrections program services to the 17th Judicial District for the State of Colorado’s 17th; and,

WHEREAS, Adams County has subcontracted with Intervention Community Corrections Services for state fiscal year 2022-2023 to provide community corrections services for the 17th Judicial District; and,

WHEREAS, the DCJ has provided funding for each facility that maintains the compensation levels and caseload levels that were reached pursuant to the state fiscal year 2015-2016 requirements and that shall be sustained throughout fiscal year 2022-2023.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Memorandum of Understanding between the Board of County Commissioners and Intervention Community Corrections Services for the provision of facility payment which is attached hereto and incorporated herein by reference, is hereby approved and the Chair is hereby authorized to execute same.



COLORADO

Division of Criminal Justice

Department of Public Safety

Office of Community Corrections
700 Kipling Street, Suite 1000
Lakewood, CO 80215

TO: All Community Corrections Boards and Providers

FROM: Glenn A. Tapia, Director
Office of Community Corrections
Division of Criminal Justice

SUBJ: Statewide Policy and General Procedures: Facility Payments Funding for FY16

DATE: July 29, 2015

General Policy and Intent

In FY 2014-15 (FY15), the General Assembly developed a multi-faceted (two-part) plan to increase funding levels for community corrections providers with the intention of mitigating staff turnover and distributing workloads more efficiently among case management staff. These objectives were established with the expressed interest of the advancement, implementation and sustainability of evidence-based approaches to improve outcomes in community corrections and to better facilitate compliance with the Prison Rape Elimination Act (PREA). The two-part plan included an increase for the base bed per diem as well as an additional *Facility Payments* structure. The combination of these two funding streams was designed to increase staff salaries and to reduce case management caseloads in residential community corrections.

In FY 2015-16 (FY16), the General Assembly continued this two-part funding method with an additional 1.8% per diem increase in addition to the *Facility Payments* appropriation that was established in FY15. The two-part funding structure is intended to be invested in modest pay increases for staff and retention of the caseload maximums for case managers that were established in FY15. Footnote 73 in the FY16 Long Bill reads as follows:

These payments may be withheld in whole or in part from facilities that: (1) fail to maintain an average ratio of at least one case manager for every 20 residents; (2) fail to raise average pay and benefits of security staff members by at least 1 percent; or (3) fail to raise the average pay and benefits of case managers by 1 percent. A facility is exempt from requirement (2) if the sum of average pay and benefits for security staff members exceeds \$33,000 annually. A facility is exempt from requirement (3) if the sum of average salary and benefits for case managers exceeds \$38,500 annually. For purposes of this footnote, payroll taxes are not benefits. Community corrections providers are encouraged to exceed these goals. It is the intent of the General Assembly that community corrections facilities with an average of 32 or more security FTE receive a second facility payment.

It is established by this policy that the intent of the additional funds into community corrections for FY16 is for providers to build upon their investment in specific methods to facilitate effective implementation of evidence-based approaches to offender management and behavior change. This is to be accomplished, in part, through limiting offender-to-staff ratios for case management positions as well as through lower staff turnover which can be achieved, in part, by increased staff salaries for security and case management positions.

6.G

It is the intent of the General Assembly and Colorado Department of Public Safety (Division of Criminal Justice) that providers use the additional funding to increase case manager and security staff member compensation and to limit the number of residents assigned to each case manager. The 1.8% per diem increase shall be invested in salary increases and retention of caseload maximums and may be withheld in whole or in part from facilities that:

- 1) fail to maintain a ratio of at least one case manager for every 20 residents (or equivalent ratio for part time case management staff),
- 2) fail to raise average pay and benefits of security staff members by at least 1.0 percent, or
- 3) fail to raise the average pay and benefits of case managers by 1.0 percent.

It is also the intent of the General Assembly and the Department that community corrections work to exceed these base goals in FY16.

Data Collection and Reporting

The General Assembly has issued a formal Request for Information (RFI) of the Department that requires the Division to report the following information about the funding increases:

- 1) the average number of total staff
- 2) the average number of security staff
- 3) the average number of case managers
- 4) the average wage and salary of security staff and case managers
- 5) the average cost of benefits, excluding payroll taxes, for security staff and for case managers
- 6) the average turnover rate and length of employment for security staff and the average length of employment for case managers
- 7) average case manager caseloads for residential and non-residential offenders.

The Department is also requested by the General Assembly to continue collecting periodic financial statements and starting salary information from community corrections providers. Finally, the Department is requested to retain the data received from each facility.

Accordingly, Community corrections providers shall submit updated staffing, salary, benefits, caseload, and turnover data to their local community corrections board and to the Division of Criminal Justice no later than October 31, 2015. The providers shall use only the format prescribed by the Division to submit the data. Providers shall receive the required data collection forms by October 1, 2015 and shall submit updated data that is reliable and verifiable by an outside entity. At a minimum, providers shall submit, by October 31, 2015, the following data elements:

- 1) A current roster of all full time, part time, and contract staff including the title and type of position
- 2) The percent of full time equivalent (FTE) for each position
- 3) Actual hourly wage and monthly salary figures for each individual security and case management staff including related supervisory positions
- 4) Actual cost figures for monthly employer-paid benefits for each individual staff member. Figures for individual staff members shall include only the actual cost of medical, dental, vision, retirement, disability, and life insurance benefit premiums paid by the employer. Employer-paid benefits shall not include costs for payroll taxes, sick time, vacation time, unemployment insurance, workers compensation insurance, or other costs that are required but not listed above. Variations of this definition must be approved, in advance, by the local community corrections board (or its designee) and the Division.

6.G

- 5) A benefits-to-salary percentage for the provider for security and case management staff
- 6) Actual current caseloads for all case management positions including part-time and full-time positions as well as for case manager supervision positions. Other positions in the organization who carry an active caseload must be included in caseload data. Reporting data should include all categories of clients i.e. diversion, transition, CRCF, non-residential, etc
- 7) Date of employment for each staff member
- 8) The actual number of security positions hired, as a result of turnover, in the last year
- 9) Direct contact information (phone number and/or email address) for each staff person

Providers shall also be required to submit reliable and verifiable salary, benefit, and caseload data to the Division of Criminal Justice in the aggregate. For FY16, this will be accomplished through a survey that will be administered to all providers in the month of October 2015. Providers shall complete the survey no later than October 31, 2015. These data will be analyzed so that the Division can track data for reporting to the General Assembly regarding the use of the funds in the FY17 Budget Hearings.

Letters of Intent

Full funding of the *Facility Payments* appropriations are contingent upon receipt, approval and full execution of a formal *Letter of Intent* to invest the funds in staff salary increases, retention of caseload maximums, and any other additional means to meet the intent and goals of the General Assembly and the Department previously outlined in this policy. On or before August 31, 2015, providers shall submit to the local community corrections board and the Division a formal *Letter of Intent* that provides clear and convincing information that the funds will be used as intended by the General Assembly, the Department, and the local community corrections board. The *Letter of Intent* shall be reviewed and approved by the Division of Criminal Justice and the local community corrections board, or its designee, prior to disbursement of the full *Facility Payments* funds to providers.

The *Letter of Intent* shall be signed by the executive management of the community corrections provider, or its designee. If both the board and the provider are the same entity, the annual plan shall be submitted directly to the Division of Criminal Justice for approval and monitoring.

Disbursement of *Facility Payments* Funds

The community corrections board may pay fifty percent (50%) of the annual *Facility Payment* allocation for each provider upon receipt of the initial disbursement of funds from the Division of Criminal Justice. The final disbursement of the *Facility Payments* appropriations to community corrections boards will be made at the beginning of the third quarter of FY16, pursuant to State Fiscal Rule. The final 50% of *Facility Payments* to providers shall not be made unless and until the *Letter of Intent* satisfies the aforementioned intent for the funds paid to providers.

The *Facility Payments* funding may be withheld in whole or in part from facilities that:

- 1) fail to maintain a ratio of at least one case manager for every 20 residents (or equivalent ratio for part time case management staff),
- 2) fail to raise average pay and benefits of security staff members by at least 1 percent, or
- 3) fail to raise the average pay and benefits of case managers by 1 percent.

The community corrections boards and/or the Division of Criminal Justice retain the right to recover up to 100% of

the *Facility Payments* appropriations from any provider that fails to meet the requirements of the funds, as stated in this policy.

Objective Verification of Funding

The Division and the local community corrections board are responsible for and reserve the right to verify staff salary increases, caseload sizes, and any other aspect of the provider's plan for the funds. Verification of funding includes, but is not limited to examination of official payroll records, staff interview data, or any other reliable source of verification.

Exemptions from Statewide Policy

Providers requesting an exemption from one or more elements within the statewide policy must do so, in writing, no later than August 31, 2015. A formal *Request for Exemption* and shall be submitted to the local community corrections board and the Division. A *Request for Exemption* shall include at a minimum, the following information:

- 1) Clear and convincing rationale describing why the provider believes that they already meet or exceed the expectations of the statewide policy and therefore need not increase security salaries and benefits by at least 1%; and/or
- 2) Clear and convincing rationale describing why the provider believes that they already meet or exceed the expectations of the statewide policy and therefore need not increase case management salaries and benefits by at least 1%; and/or
- 3) Clear and convincing rationale describing why the provider believes that they need not maintain the expectations of the statewide policy and therefore need not limit caseloads to a maximum of 20 offenders to each full time case manager

The Division and the local community corrections board, or its designee, shall approve *Requests for Exemptions* on a case-by-case basis. *Requests for Exemption* shall not be approved unless and until they meet the expressed and aforementioned intent of the General Assembly, the Department, and the local community corrections board.

In cases of an approved *Request for Exemption*, disbursements of *Facility Payments* funds shall be made consistently with the aforementioned disbursement policy where 50% is paid initially and the remainder is paid upon state and board approval of the *Request for Exemption*. In all cases, providers shall submit all aforementioned data in the Data Collection and Reporting section in this policy. Providers should also provide any reliable, objective, and verifiable data to support or justify approval of the *Request for Exemption*.

The Division extends our sincere gratitude to all boards and providers for your cooperation and adherence to this policy. It is our belief that adherence to this policy will strengthen our collective ability to use the *Facility Payments* funds as intended by the General Assembly. Should you have any questions of me, please contact me at 303.239.4448 or via email at glenn.tapia@state.co.us.

Respectfully



Glenn A. Tapia
Director, Office of Community Corrections

OPTION ALLOCATION LETTER**CT #659**

Date: 7/1/2022	Original Contract CMS #139939	Allocation Letter # 4	CMS Routing #
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TO: Board of Adams County c/o Community Corrections Board

In accordance with Section 7.A of the Original Contract between the State of Colorado, Division of Criminal Justice, Community Corrections, and Board of Adams County c/o Community Corrections Board July 1, 2022 and ending on June 30, 2023, the undersigned commits the following funds to the Grant:

1. Payment for the period July 1, 2022 through June 30, 2023, will be made as earned, in whole or in part, from available State funds encumbered in an amount not to exceed \$9,744,253.25 to be allocated as follows:

\$ 264,168.75 for Non-Residential Diversion services for offenders not to exceed an average of \$9.65 per day per offender; (75 Slots) and,

\$ 325,000.00 for Treatment Support and,

\$ 322,041.30 for Community Corrections Board Administration by the Contractor,

\$ 444,000.00 for Facility Payments to be disbursed as outlined in Statewide Facility Payment Policy for FY23 and,

\$5,038,708.20 for Residential services for community corrections offenders, payable at a daily community rate of \$67.67 per offender which includes performance Based Contracting of 1% that has been included in the bed rate; (202 Beds) (2 Condition of Probation IRT Bed)

\$3,350,335.00 for Residential services for community corrections offenders, payable at a daily community rate of \$67.00 per offender which includes performance Based Contracting of 0% that has been included in the bed rate; (137 Beds)

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

3. Funds allocated in this Allocation Letter are for services rendered during the current contract period and cannot be used to pay for community corrections services provided in prior or future fiscal years.
4. Any unexpended funds allocated or advanced to the Contractor by the Allocation Letter shall be reverted to the State no later than July 31, 2023.

This Allocation Letter does not constitute an order for services under this Grant. The effective date of hereof is upon approval of the State Controller or July 1, 2022, whichever is later.

STATE OF COLORADO
JARED S. POLIS, GOVERNOR
 Colorado Department of Public Safety
 Stan Hilkey Executive Director

 By: Joe Thome, Director

Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Tanya Olsen, Controller

Date: _____



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 18, 2022
SUBJECT/TITLE: Canal Crossing Agreement between Adams County and Farmers Reservoir and Irrigation Company for Harvest Road South Culvert at East Burlington Extension Ditch
FROM: Brian Staley, PE, PTOE, RSP, Director of Public Works; Janet Lundquist, Deputy Director of Public Works; René Valdez, Capital Improvements Program Manager, Public Works; Mark McDonald, PE, Senior Bridge Engineer, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a Canal Crossing Agreement with Farmers Reservoir and Irrigation Company for the Harvest Road South Culvert at the East Burlington Extension Ditch.

BACKGROUND:

Adams County and Farmers Reservoir and Irrigation Company desire to enter into a Canal Crossing Agreement for the Harvest Road South Culvert at the East Burlington Extension Ditch. The County needs to replace the old, failing culvert with a new culvert to carry the road over the irrigation ditch. The agreement outlines the responsibilities of both parties regarding construction and future maintenance of the culvert.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Department Adams County Attorney's Office Farmers Reservoir and Irrigation Company

ATTACHED DOCUMENTS:

Agreement Resolution

FISCAL IMPACT:

Yes

Fund:	00013			
Cost Center:	3032			
	<table><tr><td>Object Account:</td><td>Subledger:</td><td>Amount:</td></tr></table>	Object Account:	Subledger:	Amount:
Object Account:	Subledger:	Amount:		

Current Budgeted Revenue:

Additional Revenue not included in
Current Budget:

Total Revenues:

	Object Account:	Subledger:	Amount:
Current Budgeted Operating Expenditure:	7820		1400000

Add'l Operating Expenditure not
included in Current Budget:

Current Budgeted Capital
Expenditure:

Add'l Capital Expenditure not
included in Current Budget:

Total Expenditures:

**New FTEs
requested:** **No**

**Future
Amendment
Needed:** **No**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-xxx

RESOLUTION APPROVING THE CANAL CROSSING AGREEMENT BETWEEN ADAMS
COUNTY AND FARMERS RESERVOIR AND IRRIGATION COMPANY FOR THE
HARVEST ROAD SOUTH CULVERT AT THE EAST BURLINGTON EXTENSION DITCH

WHEREAS, Adams County (the “County”) and Farmers Reservoir and Irrigation Company (“FRICO”) (collectively “Parties”), desire to enter into a Canal Crossing Agreement (the “Agreement”) for the Harvest Road South Culvert at the East Burlington Extension Ditch; and,

WHEREAS, FRICO owns or controls the real property and canal improvements and appurtenances commonly known as the East Burlington Extension Ditch (“Canal”); and,

WHEREAS, the County owns or controls a road right of way commonly known as Harvest Road (“Harvest Road”); and,

WHEREAS, Harvest Road crosses the Canal (“Crossing”); and,

WHEREAS, the County desires to replace the failing, existing culvert that carries Harvest Road over the Canal with a new culvert (“New Culvert”); and,

WHEREAS, the Agreement sets out the respective rights and obligations of the Parties with regard to the Crossing, including but not limited to the installation, maintenance, repair, and replacement of the New Culvert.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Canal Crossing Agreement for the Harvest Road South Culvert at the East Burlington Extension Ditch, two copies of which are attached hereto and incorporated herein by reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said agreement on behalf of Adams County.

CANAL CROSSING AGREEMENT

(Harvest Road South Culvert/ East Burlington Extension.)

THIS CANAL CROSSING AGREEMENT ("AGREEMENT") is made this 12th day of September 2022, by and among Farmers Reservoir and Irrigation Company, whose address is 80 South 27th Avenue, Brighton, Colorado 80601 ("FRICO"), and the County of Adams, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 ("COUNTY").

WITNESSETH:

WHEREAS, FRICO owns or controls the real property legally described or depicted in **Exhibit A** attached hereto and incorporated herein by this reference, ("FRICO PROPERTY"), as well as canal improvements and appurtenances within the FRICO Property commonly known as the East Burlington Extension ("CANAL"); and

WHEREAS, County owns or controls a road right-of-way commonly known as Harvest Road, which is also described or depicted on **Exhibit A** ("HARVEST ROAD"); and

WHEREAS, Harvest Road crosses the Canal over a 72 inch by 42 inch corrugated metal arch pipe ("EXISTING ARCH PIPE"), which on the date of this Agreement is failing; and

WHEREAS, the County desires to replace the Existing Arch Pipe with a 68 inch by 43 inch elliptical reinforced concrete pipe ("NEW CULVERT"), installed according to plans approved by FRICO ("PLANS"); and

WHEREAS, FRICO and the County are unable to identify any prior written agreements with regard to the Harvest Road crossing of the Canal ("CROSSING"), and, if one or more such prior written agreements exist, FRICO and the County wish to entirely supersede them with this Agreement; and

WHEREAS, FRICO authorizes the County to install the New Culvert according to the Plans and under the terms and conditions of this Agreement (such installation, including removal of the Existing Arch Pipe, installation of the New Culvert, placement of flow fill and structural backfill, and related work, the "PROJECT"),

WHEREAS, the Plans contain certain approved variations from FRICO's design standards as indicated thereon, and the FRICO approval of such variations does not obligate FRICO to authorize variations in this location or any other location in the future; and

WHEREAS, this Agreement sets out the respective rights and obligations of FRICO and the County with regard to the Crossing, including but not limited to the installation, maintenance, repair, and replacement of the New Culvert.

NOW, THEREFORE, in consideration of the promises and covenants expressed herein and the crossing fees paid by County to FRICO, the receipt and sufficiency of which are acknowledged, the parties agree as follows:



I. FRICO’S RIGHTS AND RESPONSIBILITIES:

1. Construction and Design Drawings:

a. FRICO has reviewed the construction and design drawings entitled Harvest Road Over East Burlington Extension Ditch Replacement of South Culvert prepared by Mark J. McDonald on August 5, 2022 (“PLANS”), and hereby authorizes the County to construct the Project according to the Plans. County agrees that FRICO has no responsibility for the design or construction of the Project, and that FRICO’s design review of the Project and acceptance of the Plans shall not serve to: (a) create any joint venture between FRICO and County; (b) create any liability for FRICO with respect to the design or construction of the Project; or (c) waive any future claims or causes of action by FRICO against the County with respect to the design, construction, maintenance, repair, or replacement of the Project.

b. By approval of the Plans, FRICO has also approved the following variations from FRICO design standards, which are shown on the Plans:

- The New Culvert is not required to conform to ACI-350, due to the urgency of the installation and the associated cost.
- The two-foot freeboard requirement is reduced to 0.84 feet.

c. The County agrees that the approval of the variation set out in Section I.1.b., above is conditioned upon the following:

- The joints in the New Culvert will conform to ASTM C 443 and be capable of withstanding a hydrostatic pressure of 10 psi.
- The joints will be grouted on the inside with non-shrink grout.
- The outside of the joints will be wrapped with a Mac Wrap external sealing band by Mar Mac or similar product approved by FRICO.

d. If for any reason the County changes the design of the Project from the Plans, then the County shall notify FRICO of the need for design changes and provide FRICO with revised drawings, plans and/or specifications (“CHANGED PLANS”) for review and approval according to FRICO’s then-applicable design standards. Upon approval by FRICO, the Changed Plans shall be attached hereto and made a part hereof.

2. Construction of Project: FRICO agrees to issue a Temporary Access and Construction Permit (“TACP”) to authorize the County to construct the Project in accordance with the Plans. The County shall have the right and obligation to thereafter maintain the Project, as described and illustrated in the construction and design drawings reflected in the Plans.

3. Grant of Right of Ingress and Egress: FRICO hereby grants to the County the right of ingress and egress to and from the FRICO Property as necessary and reasonable for the exercise of the purposes of this Agreement, within the area as shown on **Exhibit B**. All references to the County’s use of the FRICO Property herein shall be confined to the area shown on **Exhibit B** and no further right of access to or use of the FRICO Property is granted unless such access is

permitted by separate agreement, executed before or after this Agreement. The County's right of ingress and egress shall not impede the flow of water, nor shall it impede any of FRICO's rights related to the Canal. This right of ingress and egress does not include a right of access to the Canal bed (except as may be authorized by a TACP) or surface water, nor shall it create a right of public access to the Canal at any time except upon the surface of the Crossing.

4. FRICO's Field Inspections:

a. FRICO shall conduct field inspections at the initial stage of construction and promptly after the County's notification to FRICO that construction has been substantially completed. In addition, in FRICO's discretion, field inspections may be conducted during the construction of the Project. FRICO shall notify the County in writing of all necessary corrective work it deems necessary after such field inspections. Such corrective work shall be completed promptly at the sole expense of the County.

b. Failure to inspect and maintain the Project may result in a hazardous condition, and the County's periodic inspection and maintenance of the Project is an expected and reasonable duty of care. The County shall inspect the Project at reasonable intervals and maintain the Project at all times. Condition inspections of the Project shall be performed in accordance with the National Bridge Inspection Program and Standards, by a Colorado registered professional engineer, with reports submitted to the County and FRICO. Inspections shall be performed on a 4-year cycle as standard for a NBI Minor Structure; more often if warranted by a deterioration of condition. All inspections and maintenance activities shall be at the County's expense.

5. FRICO's Present and Future Rights to Maintain Crossing: FRICO has, and shall continue to have, full power to operate, maintain, alter, enlarge, relocate, clean, repair, and manage the Canal (or to delegate or assign such responsibilities as FRICO determines is prudent) as if this Agreement had not been made, except that County approval shall be required for activities that require modification of the Project. After construction of the Project is complete, FRICO may use and cross the Project with vehicles and equipment, on the surface of the street (including on the Crossing) or within the Canal, without liability to the County except in cases of FRICO's gross negligence or intentional misconduct. If a planned maintenance, alteration, enlargement, relocation, cleaning, or repair activity involves a material foreseeable risk of damage to the Project, FRICO will work in good faith with the County to identify measures to avoid or minimize such damage. It is specifically agreed that normal, periodic, or extraordinary maintenance and repair activities, including but not limited to the operation and movement of machinery for such purposes upon the Project shall not constitute negligence.

6. Emergency Repairs: If FRICO finds it necessary to perform emergency repairs to the Canal, either during the County's construction of the Project or at any time in the future, and such activity causes damage to the Project, FRICO shall be without liability for damages to the County as the result of the performance of such repairs, except as to such damage caused by FRICO's gross negligence. If FRICO determines that emergency repairs to the Crossing must be made, which repairs are caused by the acts or omissions of the County in constructing or maintaining the Project, FRICO shall notify the County of the need for such repairs; if the County is able to conduct such repair work, it will so notify FRICO immediately, and will commence said repairs within a time period agreed to by FRICO. If the County is unable to undertake said repair

work within a time period to which FRICO agrees, and FRICO expends any sum for said emergency repairs of the Crossing, FRICO shall notify the County of the expenditure, submit documentation of the expense incurred and the County shall reimburse FRICO for its expenses within 30 days after receipt of such notice.

7. **Flow of Water During Construction of Project:** In order to protect the safety and property of those involved in the construction of Project, and in order to allow the County to take necessary steps to facilitate the uninterrupted free flow of water through the Canal, FRICO agrees to notify the County's personnel identified pursuant to Section II.4, below, regarding the carriage of water in the Canal during construction of the Project as provided in the TACP. The TACP includes the number of anticipated hours it takes for water to travel from the headgate to the construction location.

8. **Special Conditions.**

a. The following Special Conditions relate to the installation of the New Culvert. FRICO may impose additional or different Special Conditions on future replacements of the New Culvert:

- At least 72 hours prior to beginning construction, the County shall schedule and conduct a preconstruction meeting with all parties involved with the work, including FRICO. The County shall provide a closed utility locate ticket to a FRICO representative at the pre-construction meeting.
- The County shall provide submittals of proposed fill materials, concrete mix designs, shop drawings, and seed mixtures to FRICO for approval prior to placement / installation, allowing a minimum of one week for FRICO to review.
- The County shall inform FRICO 48 hours in advance to allow for inspection of the following items:
 - Final prepared subgrade for installation of the culvert
 - Final rebar installation (prior to concrete pours)
 - Concrete and flow fill pours
- The County shall provide results for concrete strength and backfill compaction to FRICO within 24 hours of testing.
- The County shall restore and re-establish FRICO's access road, including placing a gravel wearing course as needed, in FRICO's discretion.

II. **COUNTY RIGHTS AND RESPONSIBILITIES**

1. **County to Provide Notice of Work:** Prior to commencement of work, the County shall provide FRICO at least 48 hours' notice of such commencement, and shall provide the information required by Section II.4., below. No work shall be performed on the Project until FRICO has approved the plans and specifications therefor, including shop drawings, after such engineering and legal consultation as FRICO considers necessary, and the County has reimbursed

FRICO for such expenses. Such approval shall not be unreasonably withheld. Work may commence only after FRICO issues a notice to proceed.

2. County Construction Responsibilities and Risk: County agrees to cause the Project to be constructed and thereafter maintained in such a manner as to avoid damage to the Canal, particularly the embankments and access thereto, to avoid interference with the flow of water in the Canal, and to prevent an increased pollutant load to the Canal.

3. Stormwater Management: County agrees that it will not discharge stormwater, or allow the discharge of stormwater, into the Canal. The County will design, construct, utilize and maintain appropriate temporary and permanent best management practices (“BMPs”) to control runoff and runoff pollutants (including but not limited to oils, chlorides, and sediment) that are likely to be associated with the use of Harvest Road and the construction and ongoing use of the Project.

4. Flow of Water During Construction of Project and Assumption of Risks:

a. County will not interrupt the flow or permit the interruption of the flow of water through the Canal. FRICO has advised the County that water may be run through the Canal at any time, and is normally run in large volumes between March 1 and October 31 of each year (“IRRIGATION SEASON”). The County shall construct the Project during the 120-day period beginning on the first day of November, 2022 and ending at 5:00 p.m. on the 15th day of March, 2023. If construction cannot be completed during the above time window, the County shall have the right to complete construction during the 120-day period beginning on the first day of November, 2023 and ending on the 15th day of March, 2024, or such other time authorized in writing by FRICO if outside of the Irrigation Season in any year thereafter. Upon agreement by the Parties in a TACP, a bypass structure may be used to complete work under this Agreement during other times, under the condition that the flow of water is not impeded.

b. As the parties are aware that water could be transferred through the Crossing for a variety of reasons at any time during the construction period, FRICO has agreed to provide notice to the County as set out in Section I.7., above. The County shall cause equipment to be removed from the Canal bed at the conclusion of each working day, and upon receipt of not less than 48-hours’ prior notice from FRICO that water is expected to reach the location of the Project, such that the equipment will be cleared from the Canal by the time water reaches the Project location. Upon notice to FRICO that the County will be commencing the Project, the County shall provide FRICO with telephone numbers and email addresses of two people who are designated to receive notices pursuant to this Section. The County shall not commence the Project until such information is provided to FRICO.

c. The County and its contractors, subcontractors, agents, and employees ASSUME ALL RISKS of performing inspection, construction, or maintenance work from within the Canal and on FRICO Property. IN NO EVENT shall FRICO be liable to the County, its contractors, subcontractors, agents, and employees, or any third party, for damage to equipment, personnel (including loss of life), or the Project, including but not limited to damages that result from any release of water into the Canal, whether the County is notified of such release or not.

5. Repair and Maintenance of Project After Construction:

a. The County, at the County's sole cost and expense, shall be responsible for routine cleaning, maintenance (routine and extraordinary), repair, and replacement of the Project in perpetuity.

b. All post-construction repairs, replacements, or maintenance of the Project by the County that could impact FRICO's use and operation of the Canal shall, in the absence of an emergency, be undertaken during a period when the Canal is not being used to carry water, and such work shall be completed before that use begins. County agrees to notify FRICO of the need to repair, replace, or maintain the Project, and to provide proposed plans and a processing fee, and appropriate legal and engineering fee escrows to FRICO if the proposed work involves modifications to the Project or replacement of the Project as provided in Section I.1., above, and FRICO agrees, upon approval of the proposed plans (in FRICO's reasonable discretion), to provide the County with a TACP, including a flow schedule that will allow the County to perform its work when the Canal is not expected to be used to carry water.

c. In the event of an emergency situation caused by an immediate and unforeseen incident causing damage to Project which creates a danger to the Canal or to the public, the County agrees to immediately notify FRICO of the need to conduct emergency repairs, and FRICO agrees to coordinate with County regarding how, when, and by whom such repairs will be completed.

6. County's Responsibilities Following Construction and/or Repair, Replacement and Maintenance: Upon the County's completion of construction of the Project, and again following any subsequent repair, replacement and/or maintenance activity performed or caused to be performed by the County, the County agrees to clean the Crossing and areas abutting the Canal in order to place them in the same condition in all material aspects as before the activity began, except for approved changes attributable to the Project.

7. Future Payments of Administrative Fees: County will pay FRICO an additional administrative fee and appropriate escrow for costs incurred by FRICO for processing plans (including Changed Plans) or amendments that are submitted after the date of this Agreement, to be determined according to FRICO's then-current generally applicable fee and escrow schedule.

8. Legal/Engineering Expense Reimbursement: County agrees to reimburse FRICO for all reasonable legal and/or engineering costs incurred by FRICO for the legal review of this Agreement, for the professional engineering review of the Project's design as set out in the Plans and shop drawings, and for engineering inspections and reports that are authorized or required by this Agreement.

9. Insurance: If the County utilizes contractors to construct the Project, the contractors' insurance shall be sufficient to protect FRICO, and shall be approved by FRICO in advance.

10. Standard of Care – No Liens: County and its contractors (as applicable) shall complete all work in a prompt and workmanlike manner, free of all liens and encumbrances against any portion of the FRICO Property.

11. As-Built Drawings: County will provide FRICO with “as-built” drawings of the Project, including its location, not more than 30 days after completion of construction, reconstruction, or modification, in an electronic format approved by FRICO. FRICO may require security from the County to ensure delivery of “as-built” drawings.

12. Canal Damage and Repair:

a. Any damage to the Canal caused by construction, operation, maintenance, repair, or removal of the Project, including damage to the Canal embankments and facilities appurtenant to the Canal, shall be addressed as follows:

i. If FRICO determines that the acts or omissions of the County or contractors in constructing, operating, or maintaining the Project have caused damage that requires repair, then FRICO shall notify the County of the need for such repairs; and

1. If the County is able to conduct such repair work, it will so notify FRICO immediately, and will commence said repairs within a time period agreed to by FRICO; or

2. If the County is unable to undertake said repair work within a time period to which FRICO agrees, and FRICO expends any sum for said repairs, FRICO shall notify the County of the expenditure, submit documentation of the expense incurred, and the County shall reimburse FRICO for its expenses within 30 days of receipt of such documentation.

ii. The County agrees to pay any and all damages incurred or imposed upon FRICO that arise from the use, operation, inspection, maintenance, or failure of the Project; and any interference with the flow of water in the Canal or with the management or maintenance of the Canal caused by the Project, if such interference is not specifically approved by FRICO in terms of timing and scope.

b. FRICO will take commercially reasonable steps to mitigate damages, but cannot guarantee that damages will actually be mitigated by those steps. Mitigation measures shall be taken in FRICO’s sole discretion, and at the Owner’s sole cost and expense.

13. Limitations on Scope of Use: The scope, use, or intensity of use of the Crossing (including the width of Harvest Road) shall not be expanded unless such expansion is first approved in writing by FRICO, which approval shall be in FRICO’s sole discretion. The rights granted hereunder do not include additional rights to run pipelines, cables, fiber optic lines, or any comparable utilities or services.

14. Seepage:

a. The County acknowledges that the operation of the Canal may result in subsurface seepage of water to the surrounding land, and that the Canal’s historic operation has created prescriptive rights for the continuation of such seepage.

b. The County forever releases and holds FRICO harmless from any damage to the Project which may be caused by seepage from the Canal.

III. MISCELLANEOUS

1. **No Representation:** The grant or grants made by FRICO under this Agreement are without any representation or warranty of title of any nature. FRICO has made no representation of the quality of its title, and in the event that it shall at any time be determined that the rights granted hereby are beyond the right or authority of FRICO, the rights and interests hereby conferred shall be limited to such rights and interests as are within the right and authority of FRICO to grant as of the date of this Agreement. In no event shall a change in the rights and interests hereby granted--including the elimination of those rights and interests--entitle the County to the return of any payments made to FRICO for the execution of or pursuant to this Agreement.

2. **Agreement Binding; Assignment:**

a. This writing, together with its exhibits and addenda, constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties their officers, employees, agents, and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. The rights granted in this Agreement are covenants running with the land and shall extend to and be binding upon, and inure to the benefit of FRICO, the County, and each of its successors and permitted assigns as provided herein.

b. The County may assign its interests in this Agreement to the Colorado Department of Transportation or to a municipality. Such assignment will become effective upon written notice to FRICO. The County may not assign its interests in this Agreement to any other person or entity.

c. FRICO may assign its interests in this Agreement without notice or approval of any other party.

3. **No Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties, and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

4. **Payment Terms:** ALL REQUIRED PAYMENTS BY COUNTY TO FRICO UNDER THIS AGREEMENT (“REQUIRED PAYMENTS”) SHALL BE MADE WITHIN 30 DAYS OF DELIVERY OF AN INVOICE TO OWNER SUPPORTED BY COMMERCIALY REASONABLE DOCUMENTATION, OR IN THE CASE OF COURT-ORDERED PAYMENTS, ACCORDING TO THE SUBSTANTIVE TERMS AND SCHEDULE SET OUT IN THE COURT ORDER. FAILURE TO MAKE TIMELY PAYMENTS AS REQUIRED BY THIS AGREEMENT SHALL BE CONSIDERED A MATERIAL DEFAULT.



5. **Funds Availability:** Financial obligations of the County are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The County does not warrant that funds will be available to fund this Agreement beyond the fiscal year in which this Agreement is executed.

6. **Time of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

7. **Severability:** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, if allowed by law, in lieu of such invalid, illegal, or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable. If such reformation is not possible, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

8. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement.

9. **Governmental Immunity:** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the County of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 *et seq.*, as applicable now or hereafter amended (“CGIA”), nor does FRICO waive any argument that the CGIA does not apply to claims or defenses related to this Agreement or arising out of the construction, existence, use, operation, or failure of the Project.

10. **Entire Agreement / Modifications:** This Agreement, along with its exhibits, supersedes all prior negotiation, representation, and understanding or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument executed by all parties hereto.

11. **Compliance with Laws:** The County and its contractors shall comply with all applicable federal state and local laws, ordinances, and rules in connection with the construction and/or maintenance of the Project, and obtain such permits and/or approvals required by applicable governmental entities in connection with the construction and/or maintenance of the Project and shall take such affirmative and/or remedial actions required by such entities.

12. **Force Majeure:** No party to this Agreement shall be liable to any other for delays in performance or a failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions, or pandemic restrictions; provided that *force majeure* shall not excuse: (a) interruption or substantial reduction in the flow of water in the Canal during construction, repair, or maintenance activities related to the Project; or (b) governmental action by the County itself.

13. **Notices:** Any notice required or permitted hereunder shall be deemed effective: (a) when transmitted by email to the email addresses provided below; or (b) two business days after deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the party to whom notice is to be given, as follows:

All notices to County shall be sent to:

Adams County Public Works
Attn: Brian Staley, Director of Public Works
4430 South Adams County Parkway, Suite W5700
Brighton, CO 80601

With a copy to:

Heidi Miller, Esq.
Adams County Attorney
4430 South Adams County Parkway
5th Floor, Suite C5000B
Brighton, Colorado 80601

All notices to FRICO shall be sent to:

The Farmers Reservoir and Irrigation
Company
Attn: Scott Edgar, General Manager
80 South 27th Avenue
Brighton, CO 80601
Email: scott@farmersres.com

The Farmers Reservoir and Irrigation
Company
Attn: Projects Coordinator
80 South 27th Avenue
Brighton, CO 80601
Email: projects@farmersres.com

With a copy to:

Joseph B. Dischinger, Esq.
Fairfield and Woods, P.C.
1801 California Street, Suite 2600
Denver, CO 80202-2645
Email: jdischinger@fwlaw.com

In the event that a party should designate another individual(s) to receive notice, or change the address or email address listed above, the other party shall be notified in writing of the new information. The failure to provide new or corrected information shall release the other party of all responsibility for any losses suffered by the party failing to provide the new information.

14. Headings: Section and subsection titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference. Such titles and captions in no way define, limit, extend, or describe the scope of this Agreement nor the intent of any text following the title or caption.

15. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

16. Jury Waiver: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, THE PARTIES, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OTHER RIGHTS OR

OBLIGATIONS BETWEEN THEM AND ALL PERSONS ACTING BY, THROUGH OR UNDER ANY PARTY HERETO.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, two duplicate originals of this Agreement, each of which shall be deemed an original, on the date first written above.

THE FARMERS RESERVOIR AND
IRRIGATION COMPANY

By: Scott Edgar, General Manager

ATTEST:

By: Carrie Ratliff, Corporate Secretary

State of Colorado }
 } ss.
County of Adams }

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Scott Edgar as General Manager and Carrie Ratliff as Corporate Secretary of The Farmers Reservoir and Irrigation Company.

Witness my hand and notarial seal.

[SEAL]

Notary Public

My commission expires _____

COUNTY:

THE COUNTY OF ADAMS,
STATE OF COLORADO

By: _____

Name: _____

Its: _____

ATTEST:

Clerk to the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney



EXHIBITS TO THE AGREEMENT:

EXHIBIT A, FRICO Property and Harvest Road South Culvert

EXHIBIT B, Location of County Access



EXHIBIT A

**Legal Description or Map Depiction of Right of Way and Depiction of Easement
Township 1 South, Range 65 West, NWNW Quarter of Section 8, in Adams County,
Colorado.**

**South Culvert
E Burlington Extension Canal**

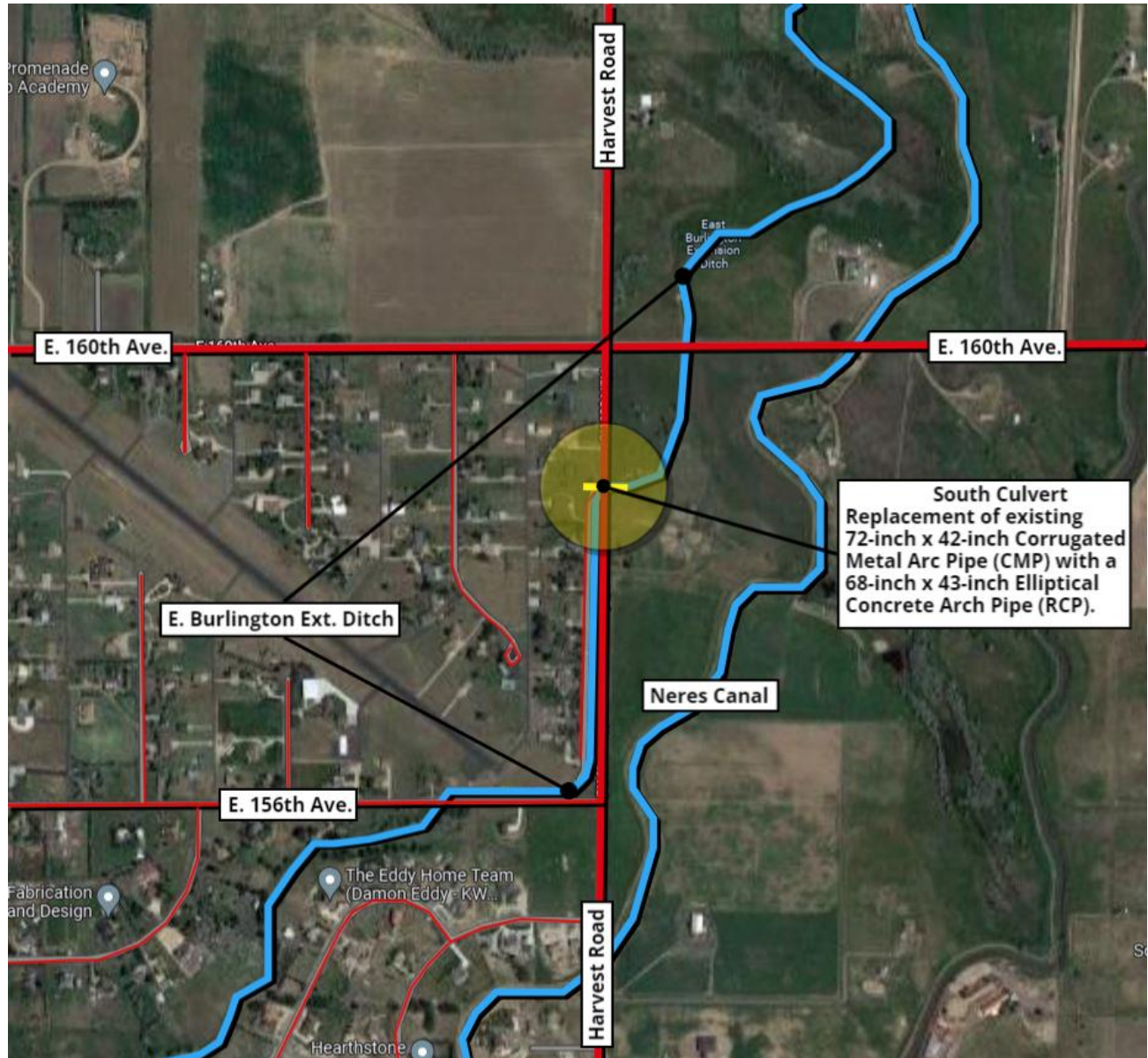


EXHIBIT B

South Culvert Replacement

Consisting of 6 Pages



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ADAMS COUNTY, COLORADO PUBLIC WORKS

HIGHWAY CONSTRUCTION BID PLANS OF PROPOSED HARVEST ROAD OVER EAST BURLINGTON EXTENSION DITCH REPLACEMENT OF SOUTH CULVERT

STRUCTURE NO. MNR19.0-158.7
ADAMS COUNTY PROJECT NO. 3032.7820
ACCELA NO. IMP2021-00010

PHASE 1

FRICO APPROVAL BLOCK

The signature of the General Manager of FRICO is for the purposes of acknowledging acceptance of the design of the Permitted Structures only. The signature shall not in any way change the rights and obligations of either party with respect to the License Agreement to which these designs are attached. FRICO is expressly relying upon the design standards and performance standards set forth in these drawings as presented by Adams County, and Adams County shall be solely responsible that, as constructed, the Permitted Structures shall perform as specified herein.

General Manager, the Farmers Reservoir and Irrigation Company

Scott Edgar, General Manager
Farmers Reservoir and Irrigation Company (FRICO)
80 South 27th Avenue
Brighton CO 80601
(303) 659-7373

PROJECT LOCATION

THE PROJECT IS LOCATED ON HARVEST ROAD APPROXIMATELY 850' SOUTH OF 160TH AVENUE, AND APPROXIMATELY 3 MILES EAST AND 0.8 MILE NORTH OF THE I-76 AND BROMLEY LANE (152ND AVENUE) INTERCHANGE, EAST OF BRIGHTON, CO.

SEE THE PROJECT LOCATION MAP ON PLAN SHEET 2.


INDEX OF SHEETS

SHEET NO.	TITLE
1	TITLE SHEET
2	LOCATION MAP/DETOUR ROUTE
3	SITE MAP
4	GENERAL NOTES
5	CULVERT PLAN AND PROFILE
6	CULVERT DETAILS

CDOT M&S STANDARD PLANS

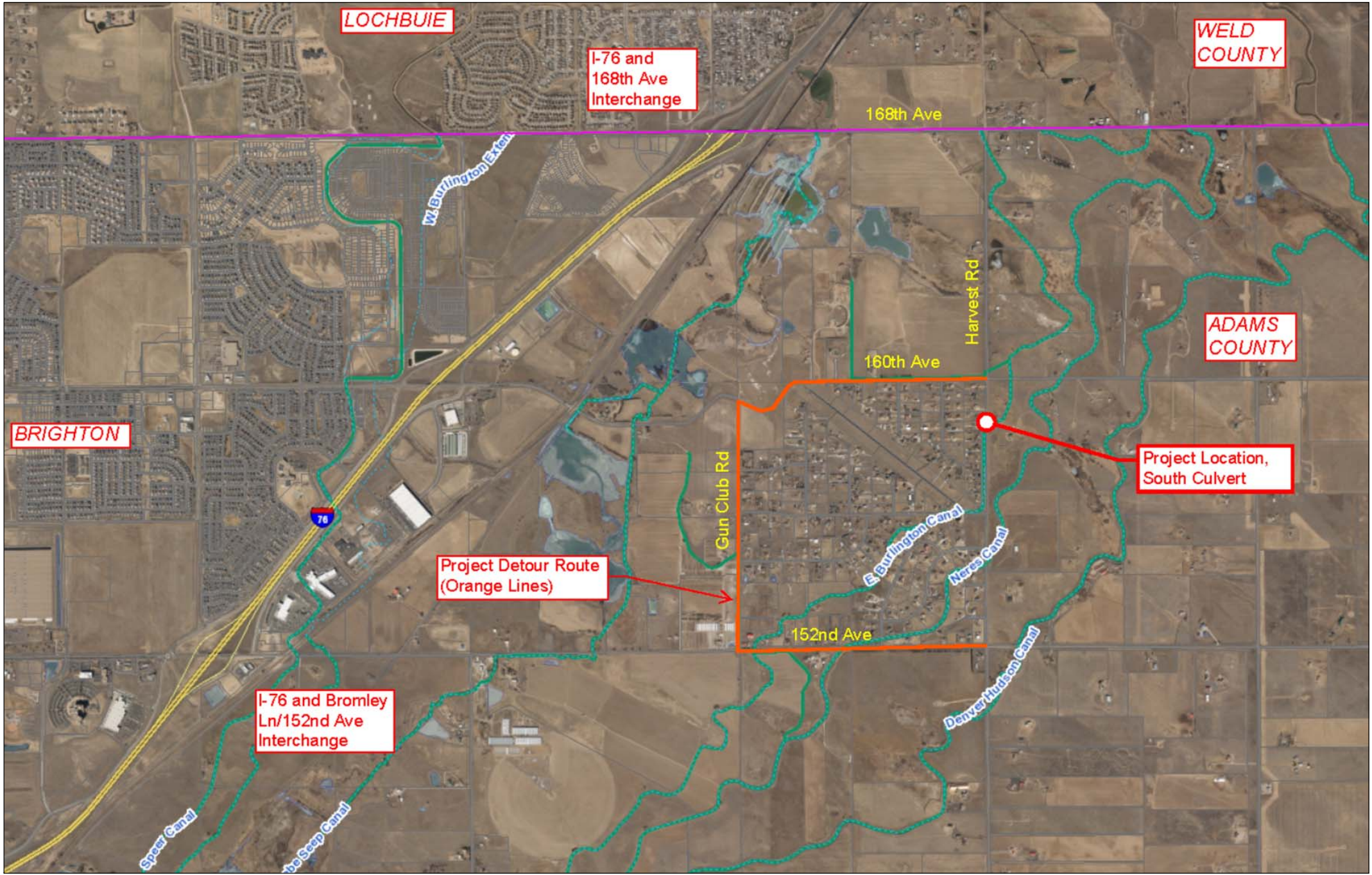
M-603-2	REINFORCED CONCRETE PIPE
S-630-1	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION (24 SHEETS)
S-630-2	BARRICADES, DRUMS, CONCRETE BARRIERS (TEMP) AND VERTICAL PANELS



Print Date: 8/5/2022	<div>0000</div>	Sheet Revisions			<div> ADAMS COUNTY COLORADO</div>	<div>PUBLIC WORKS 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, CO 80601 720-523-6875</div>	<div>As Constructed</div>	<div>HARVEST ROAD OVER EAST BURLINGTON EXTENSION DITCH - SOUTH CULVERT TITLE SHEET</div>	Project No./Code	
File Name: Harvest Rd over EBED - South Culvert.DWG		Date:	Comments	Init.					3032.7820	
Horiz. Scale: As Noted Vert. Scale: As Noted									IMP2021-00010	
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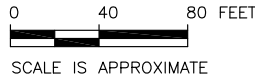
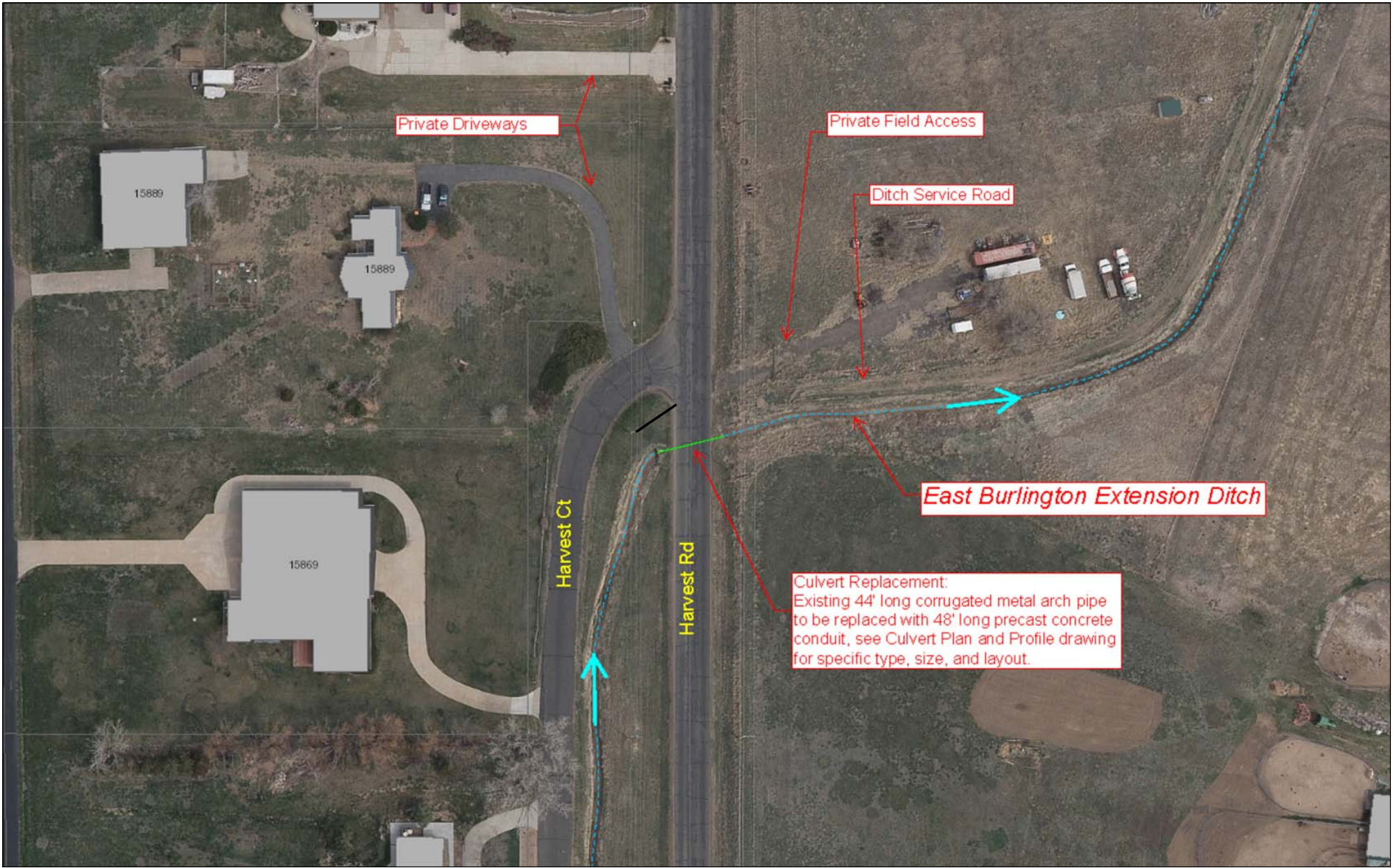
PROJECT LOCATION MAP AND PROPOSED DETOUR ROUTE



Print Date: 8/5/2022		<div>0000</div>	Sheet Revisions			<div> ADAMS COUNTY COLORADO</div> <div>PUBLIC WORKS 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, CO 80601 720-523-6875</div>	As Constructed		HARVEST ROAD OVER EAST BURLINGTON EXTENSION DITCH – SOUTH CULVERT LOCATION MAP/DETOUR ROUTE		Project No./Code	
File Name: Harvest Rd over EBED – South Culvert.DWG			Date:	Comments	Init.		No Revisions:				3032.7820	
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							Detailer: MJM		Sheet Subset: BRIDGE Subset Sheets: __ of __		Sheet Number 2 IRR	
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SITE MAP



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File Name: Harvest Rd over EBED – South Culvert.DWG			Date:	Comments	Init.		No Revisions:				3032.7820		
Horiz. Scale: As Noted Vert. Scale: As Noted							Revised:	Designer: MJM	Structure Numbers	MNR19.0–158.7	IMP2021–00010		
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GENERAL NOTES

ALSO SEE THE FRICO NOTES FOR ADDITIONAL REQUIREMENTS.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CDOT 2019 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION; THE 2019 M AND S STANDARD PLANS; AND THE PROJECT PLANS.

THE DETAILS, NOTES, AND SPECIFICATIONS IN THE PROJECT PLANS AND THE BD SCHEDULES/SUMMARY OF APPROXIMATE QUANTITIES SHALL CONTROL AND TAKE PRECEDENCE OVER THE M & S STANDARD PLANS AND THE STANDARD SPECIFICATIONS.

THE CONTRACTOR SHALL NOTIFY THE COUNTY/ENGINEER OF ANY ERRORS, OMISSIONS, CONFLICTS, OR PROBLEMS THAT ARISE DURING THE PROJECT BEFORE CONTINUING WITH CONSTRUCTION OF AFFECTED ELEMENTS OF THE PROPOSED IMPROVEMENTS. IN CASE OF CONFLICT BETWEEN THE REQUIREMENTS IN SEPARATE CONSTRUCTION DOCUMENTS, INCLUDING BETWEEN THESE GENERAL NOTES AND THE FRICO NOTES, THE STRICTER REQUIREMENTS SHALL CONTROL, UNLESS DIRECTED OTHERWISE IN WRITING BY THE ENGINEER.

ALL MATERIALS AND WORK SHALL BE SUBJECT TO INSPECTION BY ADAMS COUNTY. THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORK THAT DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS FOR THE PROJECT. IF AN ADAMS COUNTY INSPECTOR IS NOT AVAILABLE AFTER PROPER - AT LEAST 48 HOURS - ADVANCE NOTICE OF A CONSTRUCTION ACTIVITY HAS BEEN PROVIDED, THE CONTRACTOR MAY COMMENCE WORK IN THE INSPECTOR'S ABSENCE. HOWEVER, THE COUNTY RESERVES THE RIGHT TO REJECT THE WORK IF SUBSEQUENT INSPECTION AND TESTING REVEALS IT IS IMPROPER OR SUBSTANDARD.

SUBSURFACE UTILITY ENGINEERING (SUE) HAS NOT BEEN, NOR WILL BE, PERFORMED FOR THIS PROJECT. FOR REFERENCE ONLY, BASED ON PHYSICAL SURFACE (VISIBLE) FEATURES, EXISTING UTILITIES ON THE PROJECT SITE APPEAR TO INCLUDE, BUT MAY NOT BE LIMITED TO, THE FOLLOWING:

- UNDERGROUND TELECOMMUNICATIONS LINE(S)
- UNDERGROUND GAS LINE(S)
- OVERHEAD ELECTRICAL LINES

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE IDENTITY AND LOCATION OF ALL EXISTING UNDERGROUND UTILITIES ON THE SITE AND PROTECT THEM FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL COMPLY WITH CRS 9-1.5, EXCAVATION REQUIREMENTS. THE CONTRACTOR SHALL CALL THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 811 AT LEAST TWO (2) BUSINESS DAYS, NOT INCLUDING THE DAY OF ACTUAL NOTIFICATION, PRIOR TO PERFORMING ANY EXCAVATING OR GRADING WORK. UNDERGROUND UTILITIES NOT COVERED BY UNCC MEMBER COMPANIES SHALL BE LOCATED BY CONTACTING THE RESPECTIVE OWNERS DIRECTLY.

THE CONTRACTOR SHALL PROTECT IRRIGATION DITCH INFRASTRUCTURE. THE CONTRACTOR'S CONSTRUCTION ACTIVITIES AND PERSONNEL SHALL STAY OFF OF THE DITCH BANKS AND OUT OF THE DITCH CHANNEL, EXCEPT AS NEEDED TO CONSTRUCT THE CULVERT IMPROVEMENTS.

ANY CLEARING AND GRUBBING REQUIRED TO COMPLETE THE PROJECT WILL NOT BE MEASURED FOR PAYMENT, BUT SHALL BE INCLUDED IN THE PROJECT.

REMOVAL OF PIPE - REMOVE THE EXISTING 72" X 42" (APPROXIMATE) CORRUGATED METAL PIPE CULVERT. EXCAVATION TO REMOVE THE PIPE WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THE REMOVED PIPE SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.

STRUCTURE EXCAVATION, BEDDING, FLOW-FILL, AND BACKFILL RELATED TO THE NEW RCP PIPE WILL NOT BE MEASURED FOR PAYMENT, BUT SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PIPE. (SEE THE SPECIAL PIPE EXCAVATION AND BACKFILL DETAIL IN THE PLANS.)

- STRUCTURE BACKFILL (CLASS 2) SHALL CONSIST OF THE ORIGINAL ONSITE EXCAVATED SOILS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
- STRUCTURE BACKFILL (SPECIAL) SHALL CONSIST OF THE CLAY LINING MATERIAL REQUIRED ON THE CHANNEL SIDES AND BOTTOM AS SPECIFIED IN THE FRICO NOTES.

THE CONTRACTOR WILL BE RESPONSIBLE FOR QC AND SOIL MATERIAL AND COMPACTION TESTING FOR BACKFILL OF STRUCTURES AND PIPES.

DEWATERING REQUIRED TO CONSTRUCT THE NEW CULVERT PIPE WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE PROJECT. (SEE THE TEMPORARY BYPASS DETAILS AND NOTES IN THE PLANS.)

AT MINIMUM, EROSION CONTROL SHALL BE PLACED ACROSS THE DITCH CHANNEL BOTTOM BOTH UPSTREAM AND DOWNSTREAM OF THE PIPE TRENCH. HAY BALES SHALL BE USED FOR EROSION CONTROL IN THE DITCH CHANNEL. (POSTS AND STAKES SHALL NOT BE DRIVEN INTO THE SURFACE OF THE DITCH CHANNEL.)

THE CONTRACTOR WILL BE RESPONSIBLE FOR QC AND MATERIAL AND COMPACTION TESTING FOR AGGREGATE BASE COURSE.

ALL CAST-IN-PLACE AND PRECAST CONCRETE FOR THE PROJECT SHALL CONFORM TO ACI 350. THEREFORE, ALL CONCRETE FOR PIPE AND STRUCTURES MUST HAVE A MAXIMUM WATER TO CEMENT RATIO OF 0.42 AND ACHIEVE A 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI. SEE THE CULVERT NOTES IN THE PLANS FOR ADDITIONAL REQUIREMENTS FOR PIPE JOINTS, CIP CONCRETE JOINTS, ETC.

WHEN COMPLETE, NEW CULVERT SHALL CONSIST OF 68"x43" ELLIPTICAL REINFORCED CONCRETE PIPE WITH CONCRETE HEADWALLS AND WINGWALLS.

- PHASE 1 SHALL INCLUDE CONSTRUCTION OF THE NEW PRECAST CONCRETE PIPE AND RELATED RECONSTRUCTION OF THE ROADWAY. PHASE 1 WILL BE CONSTRUCTED DURING THE IRRIGATION SEASON. THEREFORE, A TEMPORARY BYPASS CHANNEL MUST BE PROVIDED TO MAINTAIN THE WATER FLOWING IN THE IRRIGATION DITCH.
- PHASE 2 SHALL INCLUDE CONSTRUCTION OF THE CONCRETE HEADWALLS AND WINGWALLS AT EACH END OF THE CULVERT. PHASE 2 WILL BE CONSTRUCTED OUTSIDE OF THE IRRIGATION SEASON WHEN THE WATER IS NOT FLOWING (APPROXIMATELY LATE OCTOBER TO EARLY MARCH). PHASE 2 WILL REQUIRE A SECOND MOBILIZATION AND SECOND ROUND OF CONSTRUCTION TRAFFIC CONTROL.

CONSTRUCTION SURVEYING - A FORMAL DESIGN SURVEY (FOR TOPOGRAPHY, RIGHT OF WAY, ETC.) HAS NOT BEEN PERFORMED FOR THIS PROJECT. AT MINIMUM, CONSTRUCTION SURVEYING WILL NEED TO DETERMINE THE ELEVATION

OF THE INVERT IN AND INVERT OUT OF THE EXISTING PIPE BEFORE ITS REMOVAL. FIELD STAKING MUST ALSO BE PERFORMED TO DOCUMENT THE HORIZONTAL ALIGNMENT AND POSITION OF EACH END OF THE EXISTING PIPE BEFORE ITS REMOVAL. THE LAYOUT OF THE NEW PIPE IS BASED ON THE LAYOUT OF THE ORIGINAL PIPE. VERTICAL SURVEY/ELEVATIONS WILL NEED TO BE TIED TO A USGS DATUM APPROVED BY THE COUNTY. HORIZONTAL SURVEY FOR THIS PROJECT DOES NOT NEED TO BE TIED TO AN OFFICIAL COORDINATE SYSTEM. AN AS-BUILT SURVEY DRAWING OF THE NEW PIPE INVERTS VERSUS THE OLD INVERTS MUST BE PREPARED AND SUBMITTED BEFORE THE END OF THE PROJECT. CONSTRUCTION SURVEYING MUST BE PERFORMED BY A COLORADO PLS.

THE FOLLOWING SHALL BE INCLUDED IN MOBILIZATION:

- THE CONTRACTOR'S CONSTRUCTION ACTIVITIES MUST STAY WITHIN THE COUNTY RIGHT OF WAY AND THE IRRIGATION DITCH EASEMENTS.
- THE OVERNIGHT STAGING OF CONSTRUCTION EQUIPMENT AND STOCKPILING OF MATERIALS IS ALLOWED IN THE EXISTING COUNTY ROADWAY PROTECTED BEHIND TRAFFIC CONTROL BARRICADES. THE CONTRACTOR SHALL RETURN STAGING AREAS TO THEIR ORIGINAL CONDITION BEFORE THE END OF THE PROJECT.
- THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY EMERGENCY SERVICES, SCHOOL BUSES, AND THE US POSTAL SERVICE REGARDING ROAD CLOSURES AND DETOURS FOR THE PROJECT. THE CONTRACTOR SHALL ALSO PROVIDE AND DISTRIBUTE DOORHANGERS OR USE OTHER MEANS APPROVED BY THE ENGINEER TO NOTIFY AND INFORM ALL RESIDENTS ALONG HARVEST ROAD AND HARVEST COURT BETWEEN 156TH AVENUE AND 160TH AVENUE OF THE PROJECT. AFFECTED PARTIES MUST BE NOTIFIED AT LEAST THREE (3) DAYS BEFORE WORK BEGINS. THE CONTRACTOR MUST PROVIDE THEIR CONTACT INFORMATION, INCLUDING A 24-HOUR EMERGENCY TELEPHONE NUMBER, WITH ALL NOTIFICATIONS. PUBLIC INFORMATION SERVICES (SUCH AS NOTIFICATIONS) WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN MOBILIZATION.

THE CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS TO DRIVEWAYS AND SERVICES ROADS AT ALL TIMES DURING THE PROJECT. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE WITH AND PROVIDE ADVANCE NOTIFICATION TO PROPERTY OWNERS FOR TEMPORARY INTERRUPTIONS OF ACCESS.

CONSTRUCTION TRAFFIC CONTROL:

- THE CONTRACTOR MAY CLOSE HARVEST ROAD TO TRAFFIC AT THE WORK SITE. LOCAL TRAFFIC MUST BE ALLOWED UP TO THE CLOSED WORK SITE AND ONTO HARVEST COURT (FROM THE NORTH). A DETOUR SHALL BE IMPLEMENTED TO ROUTE TRAFFIC TO THE WEST USING GUN CLUB ROAD BETWEEN 152ND AND 160TH AVENUES. THE DETOUR AND LOCAL ACCESS ONLY SHALL BEGIN AT 152ND AVE FOR NORTHBOUND TRAFFIC AND 160TH AVE FOR SOUTHBOUND TRAFFIC.
- THE CONTRACTOR SHALL DEVELOP AND SUBMIT MHT'S TO THE COUNTY FOR REVIEW. THE COUNTY MUST GIVE ITS APPROVAL BEFORE THE CONTRACTOR PLACES ANY CONSTRUCTION TRAFFIC CONTROL IN THE FIELD.
- HARVEST WORK IS CURRENTLY CLOSED BY THE COUNTY AT THE DAMAGED CULVERT. THE CONTRACTOR SHALL COORDINATE FOR THE COUNTY TO REMOVE THEIR TRAFFIC BARRIERS AND DEVICES AFTER THE CONTRACTOR'S CONSTRUCTION TRAFFIC CONTROL IS IN PLACE.

FARMERS RESERVOIR AND IRRIGATION COMPANY NOTES

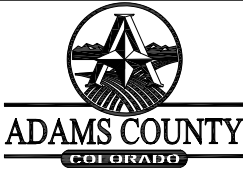
- DEFINITIONS
 - FACILITY OWNER - FRICO
 - PROPERTY OWNER - ADAMS COUNTY
 - CONTRACTOR - DOUBLE R EXCAVATING
 - ENGINEER - ADAMS COUNTY PUBLIC WORKS
- ALL IRRIGATION AND CANAL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FARMERS RESERVOIR AND IRRIGATION COMPANY DESIGN REVIEW MANUAL, LATEST EDITION, EXCEPT AS SPECIFICALLY MODIFIED BY THESE PROJECT DRAWINGS.
- CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD FRICO HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE GROSS NEGLIGENCE OF FRICO.
- FRICO AND ITS AGENTS OR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ADEQUACY OF DESIGNS REVIEWED AND APPROVED BY FRICO. FRICO'S REVIEW OF PROJECT REPORTS, PLANS, AND SPECIFICATIONS IS FOR THE SOLE BENEFIT OF FRICO TO DETERMINE IF PROJECT DETAILS CONFORM TO FRICO DESIGN GUIDELINES, WHICH ARE NECESSARY TO REASONABLY ASSURE THAT PROJECTS DO NOT ADVERSELY AFFECT THE FACILITIES OR OPERATIONS OF FRICO.
- CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH FRICO REPRESENTATIVE AND ADAMS COUNTY PUBLIC WORKS AT LEAST 72 HOURS PRIOR TO START OF CONSTRUCTION. THOSE IN ATTENDANCE SHALL INCLUDE OWNER'S REPRESENTATIVE, ENGINEER, CONTRACTOR, AND OTHER AFFECTED AGENCIES. CONSTRUCTION PLANS WILL BE DISTRIBUTED AT THE PRE-CONSTRUCTION MEETING.
- TECHNICAL APPROVAL BY FRICO OF THE DESIGN OF THE IMPROVEMENTS SPECIFIED HEREIN SHALL CONSTITUTE AUTHORIZATION TO BEGIN WORK. AN EASEMENT OR LICENSE AGREEMENT APPROVED TEMPORARY ACCESS AND CONSTRUCTION PERMIT (INCLUDING SCHEDULE THAT INCLUDES THE DAY, MONTH, AND YEAR WHEN WORK IS ALLOWED), AND WRITTEN NOTICE TO PROCEED FROM FRICO'S GENERAL MANAGER ARE ALSO REQUIRED PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES. FOLLOWING THE APPROVAL OF THE DESIGN PLANS AND EASEMENT OR LICENSE AGREEMENT, AND PRIOR TO THE PRE-CONSTRUCTION MEETING, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT A CONSTRUCTION SCHEDULE TO FRICO FOR REVIEW AND APPROVAL. FRICO'S APPROVAL OF THE CONSTRUCTION SCHEDULE IS IN FRICO'S SOLE DISCRETION, AND FRICO MAY REFUSE TO APPROVE A SCHEDULE IF IT MAY IMPACT THE CANAL'S OPERATIONS OR FRICO'S ABILITY TO MAINTAIN OR ACCESS ITS FACILITIES.
- CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITY TO AREAS DEFINED AS PERMANENT AND/OR TEMPORARY CONSTRUCTION EASEMENTS, UNLESS OTHERWISE AUTHORIZED BY FRICO AND PROPERTY OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONTINUOUS ACCESS FOR FRICO PERSONNEL AND EQUIPMENT ALONG THE LENGTH OF THE EXISTING CANAL THROUGHOUT THE COURSE OF THE PROJECT.

- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY FRICO. FRICO RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DO NOT CONFORM TO STANDARDS AND SPECIFICATIONS. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO FRICO FOR ENGINEERING REVIEW AND APPROVAL PRIOR TO INSTALLATION OF MATERIALS OR FACILITIES FOR WHICH SHOP DRAWINGS ARE CREATED.
- CONTRACTOR SHALL VERIFY ACCURACY BETWEEN WORK SET FORTH ON THESE PLANS AND WORK REQUIRED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND FRICO REPRESENTATIVE PRIOR TO START OF CONSTRUCTION.
- IT IS THE ENGINEER'S RESPONSIBILITY TO RESOLVE CONSTRUCTION PROBLEMS WITH FRICO DUE TO CHANGED CONDITIONS ENCOUNTERED BY CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROPOSED WORK. IF, IN THE SOLE OPINION OF FRICO, PROPOSED ALTERATIONS TO THE APPROVED CONSTRUCTION PLANS INVOLVES SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK, OR TO THE FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, ENGINEER SHALL BE RESPONSIBLE FOR SUBMITTING REVISED PLANS TO FRICO FOR REVIEW AND APPROVAL, PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE WORK.
- GROUNDWATER ENCOUNTERED DURING CONSTRUCTION SHALL NOT BE RELEASED TO FRICO'S CANAL OR OTHER FACILITIES WITHOUT WRITTEN APPROVAL FROM THE FRICO GENERAL MANAGER.
- ALL CONCRETE USED FOR THE PROJECT SHALL CONFORM TO ACI 350. THE CONTRACTOR SHALL SUPPLY FRICO WITH SHOP DRAWINGS AND SPECIFICATIONS FOR ALL PRE-FABRICATED CONCRETE STRUCTURES TO INSURE CONFORMANCE TO ACI 350.
- WHERE THE EXISTING SIDES OR BOTTOM OF THE CANAL ARE DISTURBED AND ARE TO BE REPLACED, THE TOP TWO FEET OF BACKFILL MATERIAL SHALL BE CLAY CONTAINING AT LEAST 40 PERCENT BY DRY WEIGHT PASSING THE #20 SIEVE (FINES) AND A PLASTICITY INDEX OF 15 OR GREATER. AS AN ALTERNATIVE, THE EXISTING MATERIAL CAN BE MIXED WITH TWO PERCENT POWDERED DRY BENTONITE (BY DRY WEIGHT) PROVIDED THE EXISTING SOILS CONTAIN AT LEAST 25 PERCENT FINES. THE MATERIALS UPON COMPACTION SHALL HAVE A PERMEABILITY LESS THAN OR EQUAL TO 1X10-6 CM/SEC AS DETERMINED BY ASTM D 5084.
- THE CHANNEL CLAY LINING SHALL BE COMPACTED TO 90% OF THE MODIFIED PROCTOR (ASTM D1557) AND WITHIN -2% TO +2% OF THE OPTIMUM MOISTURE CONTENT. FILL SHALL BE PLACED IN THIN LIFTS WITH MAXIMUM LOOSE LIFT THICKNESS OF 12 INCHES. PLACEMENT ON DITCH SLOPES MAY REQUIRE OVERBUILDING AND CUTTING BACK TO OBTAIN THE REQUIRED COMPACTION.
- ALL PROPOSED MATERIAL TYPES TO BE USED AS BEDDING, CLAY LINING AND BACKFILL SHALL BE SUBMITTED TO FRICO FOR APPROVAL PRIOR TO PLACEMENT.
- MATERIALS GRAIN SIZE ANALYSIS (ASTM D422), ATTERBERG LIMITS (ASTM D4318), AND MOISTURE-DENSITY RELATIONSHIP TESTS (ASTM D1557) SHALL BE COMPLETED, AS A MINIMUM, ON EACH SOIL TYPE OR AT A RATE OF 300 CY OF MATERIAL PLACED, WHICHEVER IS GREATER.
- COMPACTION OF BEDDING, CLAY LINING AND ALL TYPES OF BACKFILL SHALL BE TESTED AT A RATE OF AT LEAST FOUR TESTS PER 1,000 SQUARE FEET OF FILL MATERIAL PER LIFT. THIS FREQUENCY MAY BE ALTERED BY THE ENGINEER OR FRICO REPRESENTATIVE DEPENDING ON THE PROJECT, THE METHODS BY WHICH THE CONTRACTOR

IS USING TO OBTAIN COMPACTION, OR IF CIRCUMSTANCES WARRANT ADDITIONAL TESTING. THE TESTING SHALL BE AT VARIOUS DEPTHS AND LOCATIONS. THE ENGINEER OR AN OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REQUEST ADDITIONAL TESTS AND DETERMINE THE LOCATION OF TESTING. THE TESTING MAY BE COMPLETED EITHER BY SAND CONE DENSITY TEST (ASTM D1556) OR BY THE NUCLEAR GAUGE (ASTM D6938) METHODS. TEST RESULTS SHALL BE SUBMITTED TO FRICO'S REPRESENTATIVE WITHIN 24 HOURS OF THE TEST OR ON THE NEXT WORKING DAY.

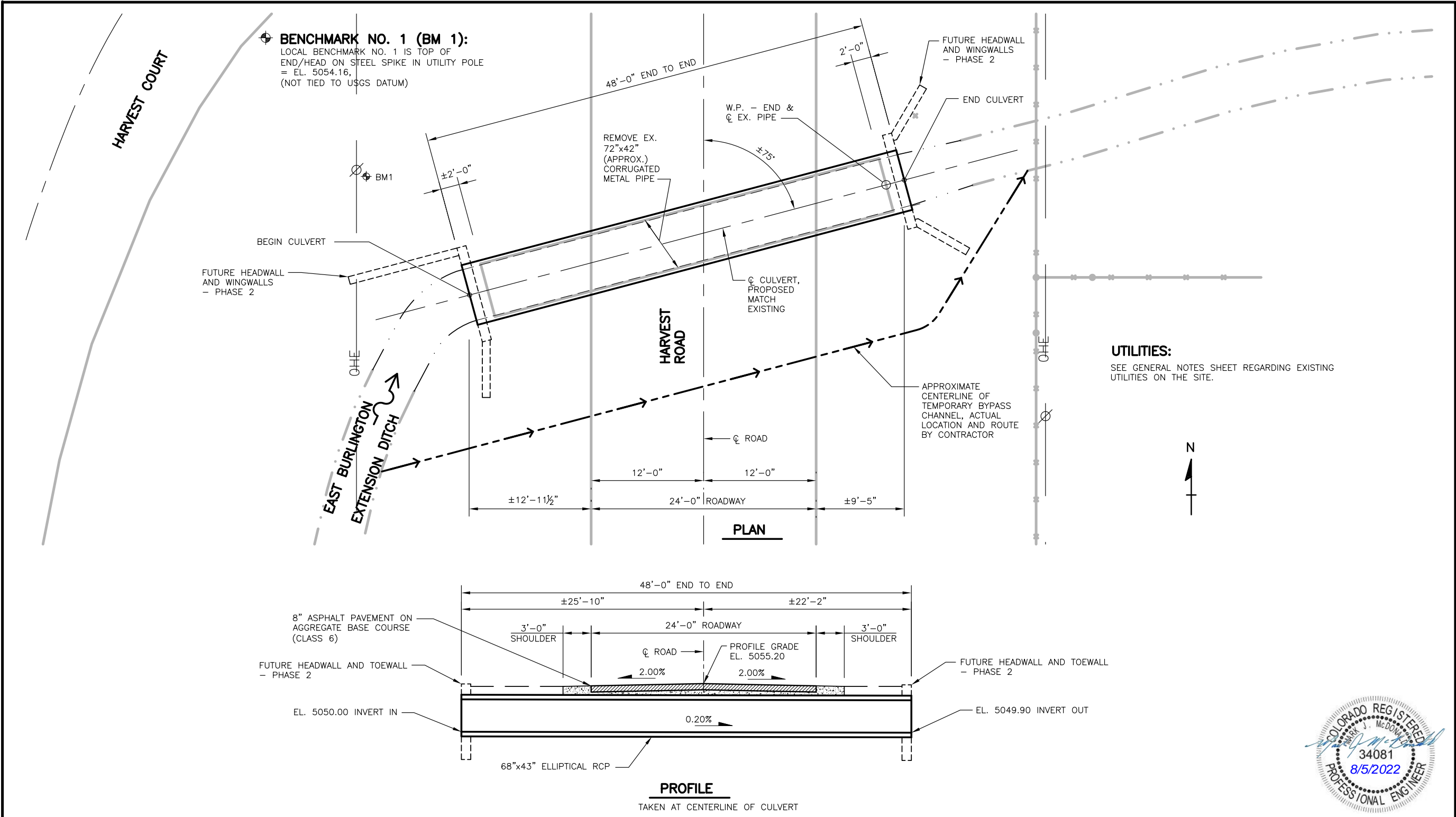
- ON STEEP SIDE SLOPES, FILL MATERIALS, WHETHER CLAY LINING OR SUBGRADE SOILS, MAY BE REQUIRED TO BE PLACED IN HORIZONTAL LIFTS ALONG THE SLOPE TO ACHIEVE THE REQUIRED COMPACTION. THIS METHOD WILL CREATE AN OVERBUILT SECTION THAT WILL BE CUT BACK TO FORM THE DESIGN SLOPE.
- CONTRACTOR SHALL MAINTAIN SILT FENCE AND OTHER EROSION AND SEDIMENT CONTROL BMPS ON A DAILY BASIS AND SHALL PREVENT DEBRIS FROM ENTERING INTO THE CANAL. THE CONTRACTOR WILL BE RESPONSIBLE FOR DAILY CLEANING OF DEBRIS THAT ENTERS THE CANAL, IF BMPS FAIL.
- UNLESS ANOTHER SPECIFIC MAINTENANCE AGREEMENT IS IN PLACE, CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER FUNCTIONING OF FACILITY IMPROVEMENTS FOR A MINIMUM OF TWO YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION / CONSTRUCTION ACCEPTANCE OF THE IMPROVEMENTS BY FRICO. ANY FAILURE DURING THIS PERIOD OF GUARANTEE SHALL BE REMEDIED BY CONTRACTOR TO THE SATISFACTION OF FRICO AT CONTRACTOR'S EXPENSE.
- AS-BUILT DOCUMENTS ARE TO BE SUPPLIED TO FRICO PRIOR TO SUBSTANTIAL COMPLETION / CONSTRUCTION ACCEPTANCE OF THE IMPROVEMENTS. RECORD DOCUMENTS SHALL BE SUBMITTED ELECTRONICALLY IN BOTH PDF AND AUTOCAD FORMAT PRIOR TO FRICO ACCEPTANCE. AS-BUILT DRAWINGS SHALL BE SIGNED AND STAMPED BY A REGISTERED PROFESSIONAL ENGINEER.
- INSTALL MARKER POSTS AT FRICO'S ROW LIMITS ON BOTH SIDE OF THE CANAL TO DESIGNATE THE LOCATION OF ANY UNDERGROUND UTILITIES.




Print Date: 8/5/2022	<div>0000</div>	Sheet Revisions			<div></div>	As Constructed	HARVEST ROAD OVER EAST BURLINGTON EXTENSION DITCH – SOUTH CULVERT			Project No./Code	
File Name: Harvest Rd over EBED – North Culvert.DWG		Date:	Comments	Init.		No Revisions:	GENERAL NOTES			3032.7820	
Horiz. Scale: As Noted Vert. Scale: As Noted						Revised:	Designer: MJM	Structure Numbers	MNR19.0–158.7	IMP2021–00010	
						Void:	Detailer: MJM		–	Sheet Number 4 IRR	
							Sheet Subset: BRIDGE	Subset Sheets: __ of __			



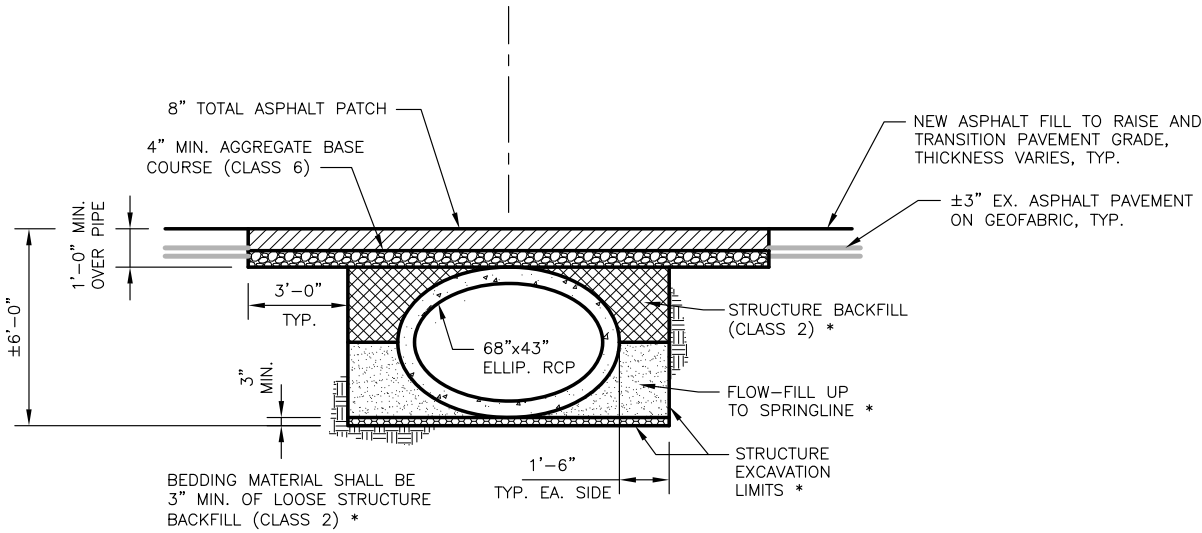
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File Name: Harvest Rd over EBED – North Culvert.DWG			Date:	Comments	Init.		No Revisions:		3032.7820			
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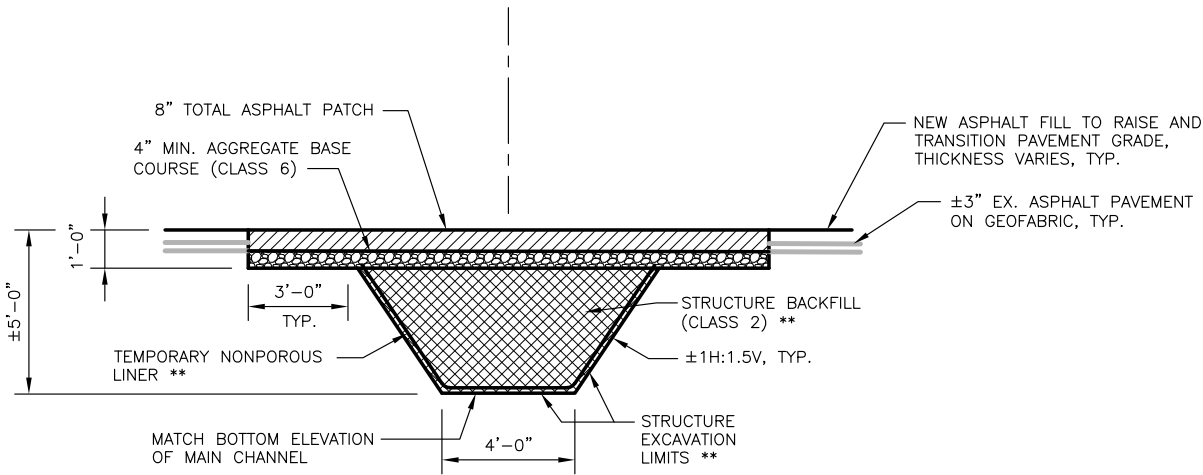


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PIPE EXCAVATION AND BACKFILL

* STRUCTURE EXCAVATION, BEDDING, FLOW-FILL, AND STRUCTURE BACKFILL (CLASS 2) RELATED TO THE PIPE CONSTRUCTION WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE BID PRICE OF THE PIPE.



TEMPORARY BYPASS CHANNEL EXCAVATION AND BACKFILL

** STRUCTURE EXCAVATION, STRUCTURE BACKFILL (CLASS 2), AND NONPOROUS LINER FOR BYPASS CHANNEL WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE BID PRICE OF THE TEMPORARY BYPASS.

STRUCTURE BACKFILL (SPECIAL) SHALL CONSIST OF THE CLAY LINING MATERIAL REQUIRED WITHIN 24" BELOW THE SURFACE OF THE DITCH CHANNEL SIDES AND BOTTOM AS SPECIFIED IN THE FRICO NOTES 14-19 ON THE GENERAL NOTES SHEET. WHEN THE TEMPORARY BYPASS CHANNEL IS BACKFILLED/REMOVED, STRUCTURE BACKFILL (SPECIAL) SHALL BE PLACED WHERE EACH END OF THE BYPASS CHANNEL INTERSECTED THE MAIN CHANNEL.

CULVERT NOTES:

CONSTRUCTION OF THE CULVERT PIPE SHALL BE IN ACCORDANCE WITH THE INDICATED CDOT M-STANDARD PLANS, EXCEPT AS MODIFIED BY THE DETAILS AND NOTES IN THE PROJECT PLANS, IN ANY SPECIAL PROVISIONS, AND AS SPECIFIED HEREAFTER.

M-603-2 REINFORCED CONCRETE PIPE

- PIPE SHALL BE AT LEAST CLASS III. SEE ADDITIONAL REQUIREMENTS THAT FOLLOW.

ALL PRECAST CONCRETE FOR PIPE AND CAST-IN-PLACE CONCRETE STRUCTURES MUST HAVE A MAXIMUM WATER TO CEMENT RATIO OF 0.42 AND ACHIEVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,500 PSI.

PRECAST PIPE JOINTS SHALL CONFORM TO ASTM C443 AND BE CAPABLE OF WITHSTANDING A HYDROSTATIC PRESSURE OF 10 PSI.

JOINTS IN THE PIPE CULVERT SHALL BE GROUTED ON THE INSIDE WITH NON-SHRINK GROUT. THE OUTSIDE OF JOINTS SHALL BE WRAPPED WITH A MAC WRAP EXTERNAL SEALING BAND BY MAR MAC OR SIMILAR PRODUCT.

MATERIAL OR PRODUCT SUBMITTALS MUST BE MADE BY THE CONTRACTOR AND APPROVED BY THE COUNTY AND DITCH COMPANY.

TEMPORARY BYPASS NOTES:

PHASE 1 CONSTRUCTION TO REPLACE THE CULVERT PIPE WILL OCCUR DURING THE IRRIGATION SEASON. WATER MUST BE ALLOWED TO FLOW IN THE IRRIGATION DITCH AT ANY TIME/CONTINUOUSLY AND UNHINDERED DURING THE PROJECT.


THE CONTRACTOR SHALL CONSTRUCT, OPERATE, AND MAINTAIN A TEMPORARY BYPASS CHANNEL ACROSS THE ROAD SOUTH OF THE EXISTING CULVERT. THE IRRIGATION FLOW SHALL BE DIVERTED IN AND OUT OF THE TEMPORARY CHANNEL BY SANDBAGGING OR OTHER MEANS OF BLOCKING THE MAIN CHANNEL ON EITHER SIDE OF THE CULVERT CONSTRUCTION. THE ACTUAL LOCATION, ROUTE, AND OTHER DETAILS OF THE BYPASS CHANNEL SHALL BE BY THE CONTRACTOR, EXCEPT AS NOTED IN THE PLANS. EXISTING WIRE FENCING AT THE EAST PROPERTY MAY NEED TO BE TEMPORARY REMOVED AND THEN RESET.

THE CONTRACTOR SHALL INSTALL AND MAINTAIN A TEMPORARY NONPOROUS LINER IN THE BYPASS CHANNEL TO PROTECT AGAIN SOIL EROSION AND RESIST WATER MOVEMENT THROUGH THE SOIL TOWARD THE CULVERT CONSTRUCTION. THE OVERALL LINER MAY CONSIST OF MULTIPLE PIECES OVERLAPPED IN THE DIRECTON OF FLOW. THE LAP DISTANCE SHALL BE ADEQUATE FOR THE LINER TO BE STABLE AND NOT GET WASHED OUT.

THE CONTRACTOR SHALL REMOVE THE BYPASS CHANNEL AND RESTORE THE MAIN IRRIGATION CHANNEL AFTER THE CULVERT CONSTRUCTION IS COMPLETE.

ALL MATERIALS AND WORK TO CONSTRUCT, OPERATE, MAINTAIN, AND REMOVE THE TEMPORARY BYPASS CHANNEL (BELOW THE REMOVAL AND RECONSTRUCTION OF THE ASPHALT PAVEMENT AND AGGREGATE BASE COURSE) WILL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE BID PRICE OF THE TEMPORARY BYPASS.



Print Date: 8/5/2022		<div>0000</div>	Sheet Revisions			<div><div>ADAMS COUNTY</div><div>COLORADO</div></div> <div><div>PUBLIC WORKS</div><div>4430 S. ADAMS COUNTY PARKWAY</div><div>BRIGHTON, CO 80601</div><div>720-523-6875</div></div>	As Constructed		HARVEST ROAD OVER EAST BURLINGTON EXTENSION DITCH – SOUTH CULVERT CULVERT DETAILS		Project No./Code	
File Name: Harvest Rd over EBED – North Culvert.DWG			Date:	Comments	Init.		No Revisions:		3032.7820			
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Detailer:	MJM	Numbers	—
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PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 18, 2022
SUBJECT/TITLE: Canal Crossing Agreement between Adams County and Farmers Reservoir and Irrigation Company for Harvest Road North Culvert at East Burlington Extension Ditch
FROM: Brian Staley, PE, PTOE, RSP, Director of Public Works; Janet Lundquist, Deputy Director of Public Works; René Valdez, Capital Improvements Program Manager, Public Works; Mark McDonald, PE, Senior Bridge Engineer, Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a Canal Crossing Agreement with Farmers Reservoir and Irrigation Company for the Harvest Road North Culvert at the East Burlington Extension Ditch.

BACKGROUND:

Adams County and Farmers Reservoir and Irrigation Company desire to enter into a Canal Crossing Agreement for the Harvest Road North Culvert at the East Burlington Extension Ditch. The County needs to replace the old, failing culvert with a new culvert to carry the road over the irrigation ditch. The agreement outlines the responsibilities of both parties regarding construction and future maintenance of the culvert.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works Department Adams County Attorney's Office Farmers Reservoir and Irrigation Company

ATTACHED DOCUMENTS:

Agreement Resolution

FISCAL IMPACT:

Yes

Fund:	00013			
Cost Center:	3032			
	<table><tr><td>Object Account:</td><td>Subledger:</td><td>Amount:</td></tr></table>	Object Account:	Subledger:	Amount:
Object Account:	Subledger:	Amount:		

Current Budgeted Revenue:

Additional Revenue not included in
Current Budget:

Total Revenues:

	Object Account:	Subledger:	Amount:
Current Budgeted Operating Expenditure:	7820		1400000

Add'l Operating Expenditure not
included in Current Budget:

Current Budgeted Capital
Expenditure:

Add'l Capital Expenditure not
included in Current Budget:

Total Expenditures:

**New FTEs
requested:** **No**

**Future
Amendment
Needed:** **No**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-xxx

RESOLUTION APPROVING THE CANAL CROSSING AGREEMENT BETWEEN ADAMS
COUNTY AND FARMERS RESERVOIR AND IRRIGATION COMPANY FOR THE
HARVEST ROAD NORTH CULVERT AT THE EAST BURLINGTON EXTENSION DITCH

WHEREAS, Adams County (the “County”) and Farmers Reservoir and Irrigation Company (“FRICO”) (collectively “Parties”), desire to enter into a Canal Crossing Agreement (the “Agreement”) for the Harvest Road North Culvert at the East Burlington Extension Ditch; and,

WHEREAS, FRICO owns or controls the real property and canal improvements and appurtenances commonly known as the East Burlington Extension Ditch (“Canal”); and,

WHEREAS, the County owns or controls a road right of way commonly known as Harvest Road (“Harvest Road”); and,

WHEREAS, Harvest Road crosses the Canal (“Crossing”); and,

WHEREAS, the County desires to replace the failing, existing culvert that carries Harvest Road over the Canal with a new culvert (“New Culvert”); and,

WHEREAS, the Agreement sets out the respective rights and obligations of the Parties with regard to the Crossing, including but not limited to the installation, maintenance, repair, and replacement of the New Culvert.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Canal Crossing Agreement for the Harvest Road North Culvert at the East Burlington Extension Ditch, two copies of which are attached hereto and incorporated herein by reference, be and hereby is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said agreement on behalf of Adams County.

CANAL CROSSING AGREEMENT

(Harvest Road North Culvert / East Burlington Extension.)

THIS CANAL CROSSING AGREEMENT ("AGREEMENT") is made this 12th day of September 2022, by and among Farmers Reservoir and Irrigation Company, whose address is 80 South 27th Avenue, Brighton, Colorado 80601 ("FRICO"), and the County of Adams, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 ("COUNTY").

WITNESSETH:

WHEREAS, FRICO owns or controls the real property legally described or depicted in Exhibit A attached hereto and incorporated herein by this reference, ("FRICO PROPERTY"), as well as canal improvements and appurtenances within the FRICO Property commonly known as the East Burlington Extension ("CANAL"); and

WHEREAS, County owns or controls a road right-of-way commonly known as Harvest Road, which is also described or depicted on Exhibit A ("HARVEST ROAD"); and

WHEREAS, Harvest Road crosses the Canal over a 71 inch by 47 inch corrugated metal arch pipe ("EXISTING ARCH PIPE"), which on the date of this Agreement is failing; and

WHEREAS, the County desires to replace the Existing Arch Pipe with a 76 inch by 48 inch elliptical reinforced concrete pipe ("NEW CULVERT"), installed according to plans approved by FRICO ("PLANS"); and

WHEREAS, FRICO and the County are unable to identify any prior written agreements with regard to the Harvest Road crossing of the Canal ("CROSSING"), and, if one or more such prior written agreements exist, FRICO and the County wish to entirely supersede them with this Agreement; and

WHEREAS, FRICO authorizes the County to install the New Culvert according to the Plans and under the terms and conditions of this Agreement (such installation, including removal of the Existing Arch Pipe, installation of the New Culvert, placement of flow fill and structural backfill, and related work, the "PROJECT"),

WHEREAS, the Plans contain certain approved variations from FRICO's design standards as indicated thereon, and the FRICO approval of such variations does not obligate FRICO to authorize variations in this location or any other location in the future; and

WHEREAS, this Agreement sets out the respective rights and obligations of FRICO and the County with regard to the Crossing, including but not limited to the installation, maintenance, repair, and replacement of the New Culvert.

NOW, THEREFORE, in consideration of the promises and covenants expressed herein and the crossing fees paid by County to FRICO, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. FRICO’S RIGHTS AND RESPONSIBILITIES:

1. Construction and Design Drawings:

a. FRICO has reviewed the construction and design drawings entitled Harvest Road Over East Burlington Extension Ditch Replacement of North Culvert prepared by Mark J. McDonald on November 8, 2021 (“PLANS”), and hereby authorizes the County to construct the Project according to the Plans. County agrees that FRICO has no responsibility for the design or construction of the Project, and that FRICO’s design review of the Project and acceptance of the Plans shall not serve to: (a) create any joint venture between FRICO and County; (b) create any liability for FRICO with respect to the design or construction of the Project; or (c) waive any future claims or causes of action by FRICO against the County with respect to the design, construction, maintenance, repair, or replacement of the Project.

b. By approval of the Plans, FRICO has also approved the following variations from FRICO design standards, which are shown on the Plans:

- The New Culvert is not required to conform to ACI-350, due to the urgency of the installation and the associated cost.
- The two-foot freeboard requirement is reduced to 1.43 feet.

c. The County agrees that the approval of the variation set out in Section I.1.b., above is conditioned upon the following:

- The joints in the New Culvert will conform to ASTM C 443 and be capable of withstanding a hydrostatic pressure of 10 psi.
- The joints will be grouted on the inside with non-shrink grout.
- The outside of the joints will be wrapped with a Mac Wrap external sealing band by Mar Mac or similar product approved by FRICO.

d. If for any reason the County changes the design of the Project from the Plans, then the County shall notify FRICO of the need for design changes and provide FRICO with revised drawings, plans and/or specifications (“CHANGED PLANS”) for review and approval according to FRICO’s then-applicable design standards. Upon approval by FRICO, the Changed Plans shall be attached hereto and made a part hereof.

2. Construction of Project: FRICO agrees to issue a Temporary Access and Construction Permit (“TACP”) to authorize the County to construct the Project in accordance with the Plans. The County shall have the right and obligation to thereafter maintain the Project, as described and illustrated in the construction and design drawings reflected in the Plans.

3. Grant of Right of Ingress and Egress: FRICO hereby grants to the County the right of ingress and egress to and from the FRICO Property as necessary and reasonable for the exercise of the purposes of this Agreement, within the area as shown on **Exhibit B**. All references to the County’s use of the FRICO Property herein shall be confined to the area shown on **Exhibit B** and no further right of access to or use of the FRICO Property is granted unless such access is



permitted by separate agreement, executed before or after this Agreement. The County's right of ingress and egress shall not impede the flow of water, nor shall it impede any of FRICO's rights related to the Canal. This right of ingress and egress does not include a right of access to the Canal bed (except as may be authorized by a TACP) or surface water, nor shall it create a right of public access to the Canal at any time except upon the surface of the Crossing.

4. FRICO's Field Inspections:

a. FRICO shall conduct field inspections at the initial stage of construction and promptly after the County's notification to FRICO that construction has been substantially completed. In addition, in FRICO's discretion, field inspections may be conducted during the construction of the Project. FRICO shall notify the County in writing of all necessary corrective work it deems necessary after such field inspections. Such corrective work shall be completed promptly at the sole expense of the County.

b. Failure to inspect and maintain the Project may result in a hazardous condition, and the County's periodic inspection and maintenance of the Project is an expected and reasonable duty of care. The County shall inspect the Project at reasonable intervals and maintain the Project at all times. Condition inspections of the Project shall be performed in accordance with the National Bridge Inspection Program and Standards, by a Colorado registered professional engineer, with reports submitted to the County and FRICO. Inspections shall be performed on a 4-year cycle as standard for a NBI Minor Structure; more often if warranted by a deterioration of condition. All inspections and maintenance activities shall be at the County's expense.

5. FRICO's Present and Future Rights to Maintain Crossing: FRICO has, and shall continue to have, full power to operate, maintain, alter, enlarge, relocate, clean, repair, and manage the Canal (or to delegate or assign such responsibilities as FRICO determines is prudent) as if this Agreement had not been made, except that County approval shall be required for activities that require modification of the Project. After construction of the Project is complete, FRICO may use and cross the Project with vehicles and equipment, on the surface of the street (including on the Crossing) or within the Canal, without liability to the County except in cases of FRICO's gross negligence or intentional misconduct. If a planned maintenance, alteration, enlargement, relocation, cleaning, or repair activity involves a material foreseeable risk of damage to the Project, FRICO will work in good faith with the County to identify measures to avoid or minimize such damage. It is specifically agreed that normal, periodic, or extraordinary maintenance and repair activities, including but not limited to the operation and movement of machinery for such purposes upon the Project shall not constitute negligence.

6. Emergency Repairs: If FRICO finds it necessary to perform emergency repairs to the Canal, either during the County's construction of the Project or at any time in the future, and such activity causes damage to the Project, FRICO shall be without liability for damages to the County as the result of the performance of such repairs, except as to such damage caused by FRICO's gross negligence. If FRICO determines that emergency repairs to the Crossing must be made, which repairs are caused by the acts or omissions of the County in constructing or maintaining the Project, FRICO shall notify the County of the need for such repairs; if the County is able to conduct such repair work, it will so notify FRICO immediately, and will commence said repairs within a time period agreed to by FRICO. If the County is unable to undertake said repair

work within a time period to which FRICO agrees, and FRICO expends any sum for said emergency repairs of the Crossing, FRICO shall notify the County of the expenditure, submit documentation of the expense incurred and the County shall reimburse FRICO for its expenses within 30 days after receipt of such notice.

7. **Flow of Water During Construction of Project:** In order to protect the safety and property of those involved in the construction of Project, and in order to allow the County to take necessary steps to facilitate the uninterrupted free flow of water through the Canal, FRICO agrees to notify the County's personnel identified pursuant to Section II.4, below, regarding the carriage of water in the Canal during construction of the Project as provided in the TACP. The TACP includes the number of anticipated hours it takes for water to travel from the headgate to the construction location.

8. **Special Conditions.**

a. The following Special Conditions relate to the installation of the New Culvert. FRICO may impose additional or different Special Conditions on future replacements of the New Culvert:

- At least 72 hours prior to beginning construction, the County shall schedule and conduct a preconstruction meeting with all parties involved with the work, including FRICO. The County shall provide a closed utility locate ticket to a FRICO representative at the pre-construction meeting.
- The County shall provide submittals of proposed fill materials, concrete mix designs, shop drawings, and seed mixtures to FRICO for approval prior to placement / installation, allowing a minimum of one week for FRICO to review.
- The County shall inform FRICO 48 hours in advance to allow for inspection of the following items:
 - Final prepared subgrade for installation of the culvert
 - Final rebar installation (prior to concrete pours)
 - Concrete and flow fill pours
- The County shall provide results for concrete strength and backfill compaction to FRICO within 24 hours of testing.
- The County shall restore and re-establish FRICO's access road, including placing a gravel wearing course as needed, in FRICO's discretion.

II. **COUNTY RIGHTS AND RESPONSIBILITIES**

1. **County to Provide Notice of Work:** Prior to commencement of work, the County shall provide FRICO at least 48 hours' notice of such commencement, and shall provide the information required by Section II.4., below. No work shall be performed on the Project until FRICO has approved the plans and specifications therefor, including shop drawings, after such engineering and legal consultation as FRICO considers necessary, and the County has reimbursed

FRICO for such expenses. Such approval shall not be unreasonably withheld. Work may commence only after FRICO issues a notice to proceed.

2. County Construction Responsibilities and Risk: County agrees to cause the Project to be constructed and thereafter maintained in such a manner as to avoid damage to the Canal, particularly the embankments and access thereto, to avoid interference with the flow of water in the Canal, and to prevent an increased pollutant load to the Canal.

3. Stormwater Management: County agrees that it will not discharge stormwater, or allow the discharge of stormwater, into the Canal. The County will design, construct, utilize and maintain appropriate temporary and permanent best management practices (“BMPs”) to control runoff and runoff pollutants (including but not limited to oils, chlorides, and sediment) that are likely to be associated with the use of Harvest Road and the construction and ongoing use of the Project.

4. Flow of Water During Construction of Project and Assumption of Risks:

a. County will not interrupt the flow or permit the interruption of the flow of water through the Canal. FRICO has advised the County that water may be run through the Canal at any time, and is normally run in large volumes between March 1 and October 31 of each year (“IRRIGATION SEASON”). The County shall construct the Project during the 120-day period beginning on the first day of November, 2022 and ending at 5:00 p.m. on the 15th day of March, 2023. If construction cannot be completed during the above time window, the County shall have the right to complete construction during the 120-day period beginning on the first day of November, 2023 and ending on the 15th day of March, 2024, or such other time authorized in writing by FRICO if outside of the Irrigation Season in any year thereafter. Upon agreement by the Parties in a TACP, a bypass structure may be used to complete work under this Agreement during other times, under the condition that the flow of water is not impeded.

b. As the parties are aware that water could be transferred through the Crossing for a variety of reasons at any time during the construction period, FRICO has agreed to provide notice to the County as set out in Section I.7., above. The County shall cause equipment to be removed from the Canal bed at the conclusion of each working day, and upon receipt of not less than 48-hours’ prior notice from FRICO that water is expected to reach the location of the Project, such that the equipment will be cleared from the Canal by the time water reaches the Project location. Upon notice to FRICO that the County will be commencing the Project, the County shall provide FRICO with telephone numbers and email addresses of two people who are designated to receive notices pursuant to this Section. The County shall not commence the Project until such information is provided to FRICO.

c. The County and its contractors, subcontractors, agents, and employees ASSUME ALL RISKS of performing inspection, construction, or maintenance work from within the Canal and on FRICO Property. IN NO EVENT shall FRICO be liable to the County, its contractors, subcontractors, agents, and employees, or any third party, for damage to equipment, personnel (including loss of life), or the Project, including but not limited to damages that result from any release of water into the Canal, whether the County is notified of such release or not.

5. Repair and Maintenance of Project After Construction:

a. The County, at the County's sole cost and expense, shall be responsible for routine cleaning, maintenance (routine and extraordinary), repair, and replacement of the Project in perpetuity.

b. All post-construction repairs, replacements, or maintenance of the Project by the County that could impact FRICO's use and operation of the Canal shall, in the absence of an emergency, be undertaken during a period when the Canal is not being used to carry water, and such work shall be completed before that use begins. County agrees to notify FRICO of the need to repair, replace, or maintain the Project, and to provide proposed plans and a processing fee, and appropriate legal and engineering fee escrows to FRICO if the proposed work involves modifications to the Project or replacement of the Project as provided in Section I.1., above, and FRICO agrees, upon approval of the proposed plans (in FRICO's reasonable discretion), to provide the County with a TACP, including a flow schedule that will allow the County to perform its work when the Canal is not expected to be used to carry water.

c. In the event of an emergency situation caused by an immediate and unforeseen incident causing damage to Project which creates a danger to the Canal or to the public, the County agrees to immediately notify FRICO of the need to conduct emergency repairs, and FRICO agrees to coordinate with County regarding how, when, and by whom such repairs will be completed.

6. County's Responsibilities Following Construction and/or Repair, Replacement and Maintenance: Upon the County's completion of construction of the Project, and again following any subsequent repair, replacement and/or maintenance activity performed or caused to be performed by the County, the County agrees to clean the Crossing and areas abutting the Canal in order to place them in the same condition in all material aspects as before the activity began, except for approved changes attributable to the Project.

7. Future Payments of Administrative Fees: County will pay FRICO an additional administrative fee and appropriate escrow for costs incurred by FRICO for processing plans (including Changed Plans) or amendments that are submitted after the date of this Agreement, to be determined according to FRICO's then-current generally applicable fee and escrow schedule.

8. Legal/Engineering Expense Reimbursement: County agrees to reimburse FRICO for all reasonable legal and/or engineering costs incurred by FRICO for the legal review of this Agreement, for the professional engineering review of the Project's design as set out in the Plans and shop drawings, and for engineering inspections and reports that are authorized or required by this Agreement.

9. Insurance: If the County utilizes contractors to construct the Project, the contractors' insurance shall be sufficient to protect FRICO, and shall be approved by FRICO in advance.

10. Standard of Care – No Liens: County and its contractors (as applicable) shall complete all work in a prompt and workmanlike manner, free of all liens and encumbrances against any portion of the FRICO Property.

11. As-Built Drawings: County will provide FRICO with “as-built” drawings of the Project, including its location, not more than 30 days after completion of construction, reconstruction, or modification, in an electronic format approved by FRICO. FRICO may require security from the County to ensure delivery of “as-built” drawings.

12. Canal Damage and Repair:

a. Any damage to the Canal caused by construction, operation, maintenance, repair, or removal of the Project, including damage to the Canal embankments and facilities appurtenant to the Canal, shall be addressed as follows:

i. If FRICO determines that the acts or omissions of the County or contractors in constructing, operating, or maintaining the Project have caused damage that requires repair, then FRICO shall notify the County of the need for such repairs; and

1. If the County is able to conduct such repair work, it will so notify FRICO immediately, and will commence said repairs within a time period agreed to by FRICO; or

2. If the County is unable to undertake said repair work within a time period to which FRICO agrees, and FRICO expends any sum for said repairs, FRICO shall notify the County of the expenditure, submit documentation of the expense incurred, and the County shall reimburse FRICO for its expenses within 30 days of receipt of such documentation.

ii. The County agrees to pay any and all damages incurred or imposed upon FRICO that arise from the use, operation, inspection, maintenance, or failure of the Project; and any interference with the flow of water in the Canal or with the management or maintenance of the Canal caused by the Project, if such interference is not specifically approved by FRICO in terms of timing and scope.

b. FRICO will take commercially reasonable steps to mitigate damages, but cannot guarantee that damages will actually be mitigated by those steps. Mitigation measures shall be taken in FRICO’s sole discretion, and at the Owner’s sole cost and expense.

13. Limitations on Scope of Use: The scope, use, or intensity of use of the Crossing (including the width of Harvest Road) shall not be expanded unless such expansion is first approved in writing by FRICO, which approval shall be in FRICO’s sole discretion. The rights granted hereunder do not include additional rights to run pipelines, cables, fiber optic lines, or any comparable utilities or services.

14. Seepage:

a. The County acknowledges that the operation of the Canal may result in subsurface seepage of water to the surrounding land, and that the Canal’s historic operation has created prescriptive rights for the continuation of such seepage.



b. The County forever releases and holds FRICO harmless from any damage to the Project which may be caused by seepage from the Canal.

III. **MISCELLANEOUS**

1. **No Representation:** The grant or grants made by FRICO under this Agreement are without any representation or warranty of title of any nature. FRICO has made no representation of the quality of its title, and in the event that it shall at any time be determined that the rights granted hereby are beyond the right or authority of FRICO, the rights and interests hereby conferred shall be limited to such rights and interests as are within the right and authority of FRICO to grant as of the date of this Agreement. In no event shall a change in the rights and interests hereby granted--including the elimination of those rights and interests--entitle the County to the return of any payments made to FRICO for the execution of or pursuant to this Agreement.

2. **Agreement Binding; Assignment:**

a. This writing, together with its exhibits and addenda, constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties their officers, employees, agents, and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. The rights granted in this Agreement are covenants running with the land and shall extend to and be binding upon, and inure to the benefit of FRICO, the County, and each of its successors and permitted assigns as provided herein.

b. The County may assign its interests in this Agreement to the Colorado Department of Transportation or to a municipality. Such assignment will become effective upon written notice to FRICO. The County may not assign its interests in this Agreement to any other person or entity.

c. FRICO may assign its interests in this Agreement without notice or approval of any other party.

3. **No Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties, and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

4. **Payment Terms:** ALL REQUIRED PAYMENTS BY COUNTY TO FRICO UNDER THIS AGREEMENT ("REQUIRED PAYMENTS") SHALL BE MADE WITHIN 30 DAYS OF DELIVERY OF AN INVOICE TO OWNER SUPPORTED BY COMMERCIALY REASONABLE DOCUMENTATION, OR IN THE CASE OF COURT-ORDERED PAYMENTS, ACCORDING TO THE SUBSTANTIVE TERMS AND SCHEDULE SET OUT IN THE COURT ORDER. FAILURE TO MAKE TIMELY PAYMENTS AS REQUIRED BY THIS AGREEMENT SHALL BE CONSIDERED A MATERIAL DEFAULT.

5. **Funds Availability:** Financial obligations of the County are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The County does not warrant that funds will be available to fund this Agreement beyond the fiscal year in which this Agreement is executed.

6. **Time of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

7. **Severability:** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, if allowed by law, in lieu of such invalid, illegal, or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable. If such reformation is not possible, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

8. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement.

9. **Governmental Immunity:** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the County of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 *et seq.*, as applicable now or hereafter amended (“CGIA”), nor does FRICO waive any argument that the CGIA does not apply to claims or defenses related to this Agreement or arising out of the construction, existence, use, operation, or failure of the Project.

10. **Entire Agreement / Modifications:** This Agreement, along with its exhibits, supersedes all prior negotiation, representation, and understanding or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument executed by all parties hereto.

11. **Compliance with Laws:** The County and its contractors shall comply with all applicable federal state and local laws, ordinances, and rules in connection with the construction and/or maintenance of the Project, and obtain such permits and/or approvals required by applicable governmental entities in connection with the construction and/or maintenance of the Project and shall take such affirmative and/or remedial actions required by such entities.

12. **Force Majeure:** No party to this Agreement shall be liable to any other for delays in performance or a failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions, or pandemic restrictions; provided that *force majeure* shall not excuse: (a) interruption or substantial reduction in the flow of water in the Canal during construction, repair, or maintenance activities related to the Project; or (b) governmental action by the County itself.

13. **Notices:** Any notice required or permitted hereunder shall be deemed effective: (a) when transmitted by email to the email addresses provided below; or (b) two business days after deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the party to whom notice is to be given, as follows:

All notices to County shall be sent to:

Adams County Public Works
Attn: Brian Staley, Director of Public Works
4430 South Adams County Parkway, Suite W5700
Brighton, CO 80601

With a copy to:

Heidi Miller, Esq.
Adams County Attorney
4430 South Adams County Parkway
5th Floor, Suite C5000B
Brighton, Colorado 80601

All notices to FRICO shall be sent to:

The Farmers Reservoir and Irrigation
Company
Attn: Scott Edgar, General Manager
80 South 27th Avenue
Brighton, CO 80601
Email: scott@farmersres.com

The Farmers Reservoir and Irrigation
Company
Attn: Projects Coordinator
80 South 27th Avenue
Brighton, CO 80601
Email: projects@farmersres.com

With a copy to:

Joseph B. Dischinger, Esq.
Fairfield and Woods, P.C.
1801 California Street, Suite 2600
Denver, CO 80202-2645
Email: jdischinger@fwlaw.com

In the event that a party should designate another individual(s) to receive notice, or change the address or email address listed above, the other party shall be notified in writing of the new information. The failure to provide new or corrected information shall release the other party of all responsibility for any losses suffered by the party failing to provide the new information.

14. Headings: Section and subsection titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference. Such titles and captions in no way define, limit, extend, or describe the scope of this Agreement nor the intent of any text following the title or caption.

15. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

16. Jury Waiver: TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND AFTER CONSULTING WITH LEGAL COUNSEL OF THEIR OWN CHOOSING, THE PARTIES, ON BEHALF OF THEMSELVES AND ANY PERSON OR ENTITY ACTING BY, THROUGH OR UNDER THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OTHER RIGHTS OR

OBLIGATIONS BETWEEN THEM AND ALL PERSONS ACTING BY, THROUGH OR UNDER ANY PARTY HERETO.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, two duplicate originals of this Agreement, each of which shall be deemed an original, on the date first written above.

THE FARMERS RESERVOIR AND
IRRIGATION COMPANY

By: Scott Edgar, General Manager

ATTEST:

By: Carrie Ratliff, Corporate Secretary

State of Colorado }
 } ss.
County of Adams }

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Scott Edgar as General Manager and Carrie Ratliff as Corporate Secretary of The Farmers Reservoir and Irrigation Company.

Witness my hand and notarial seal.

[SEAL]

Notary Public

My commission expires _____

COUNTY:

THE COUNTY OF ADAMS,
STATE OF COLORADO

By: _____

Name: _____

Its: _____

ATTEST:

Clerk to the
Board of County Commissioners

APPROVED AS TO FORM:

County Attorney



EXHIBITS TO THE AGREEMENT:

EXHIBIT A, FRICO Property and Harvest Road North Culvert

EXHIBIT B, Location of County Access



EXHIBIT A

**Legal Description or Map Depiction of Right of Way and Depiction of Easement
Township 1 South, Range 65 West, NWNW Quarter of Section 5, in Adams County,
Colorado.**

**North Culvert
E Burlington Extension Canal**



EXHIBIT B

North Culvert Replacement

Consisting of 59 Pages



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ADAMS COUNTY, COLORADO PUBLIC WORKS

HIGHWAY CONSTRUCTION BID PLANS OF PROPOSED HARVEST ROAD OVER EAST BURLINGTON EXTENSION DITCH REPLACEMENT OF NORTH CULVERT

STRUCTURE NO. MNR19.0-167.6
ADAMS COUNTY PROJECT NO. 3032.7820
ACCELA NO. IMP2021-00001

FRICO APPROVAL BLOCK

The signature of the General Manager of FRICO is for the purposes of acknowledging acceptance of the design of the Permitted Structures only. The signature shall not in any way change the rights and obligations of either party with respect to the License Agreement to which these designs are attached. FRICO is expressly relying upon the design standards and performance standards set forth in these drawings as presented by Adams County, and Adams County shall be solely responsible that, as constructed, the Permitted Structures shall perform as specified herein.

General Manager, the Farmers Reservoir and Irrigation Company

Scott Edgar, General Manager
Farmers Reservoir and Irrigation Company (FRICO)
80 South 27th Avenue
Brighton CO 80601
(303) 659-7373

PROJECT LOCATION

THE PROJECT IS LOCATED ON HARVEST ROAD APPROXIMATELY 250' SOUTH OF 168TH AVENUE AND 1 MILE EAST OF THE I-76 AND 168TH AVENUE INTERCHANGE, EAST-NORTHEAST OF BRIGHTON, CO.

SEE THE PROJECT LOCATION MAP ON PLAN SHEET 2.


INDEX OF SHEETS

SHEET NO.	TITLE
1	TITLE SHEET
2	LOCATION MAP/DETOUR ROUTE
3	SITE MAP
4	STANDARDS PLANS LIST
5	GENERAL NOTES
6	SUMMARY OF APPROXIMATE QUANTITIES
7	PLAN AND PROFILE
8	INVERT DETAILS
9	OUTLET DETAILS

CDOT M&S STANDARD PLANS

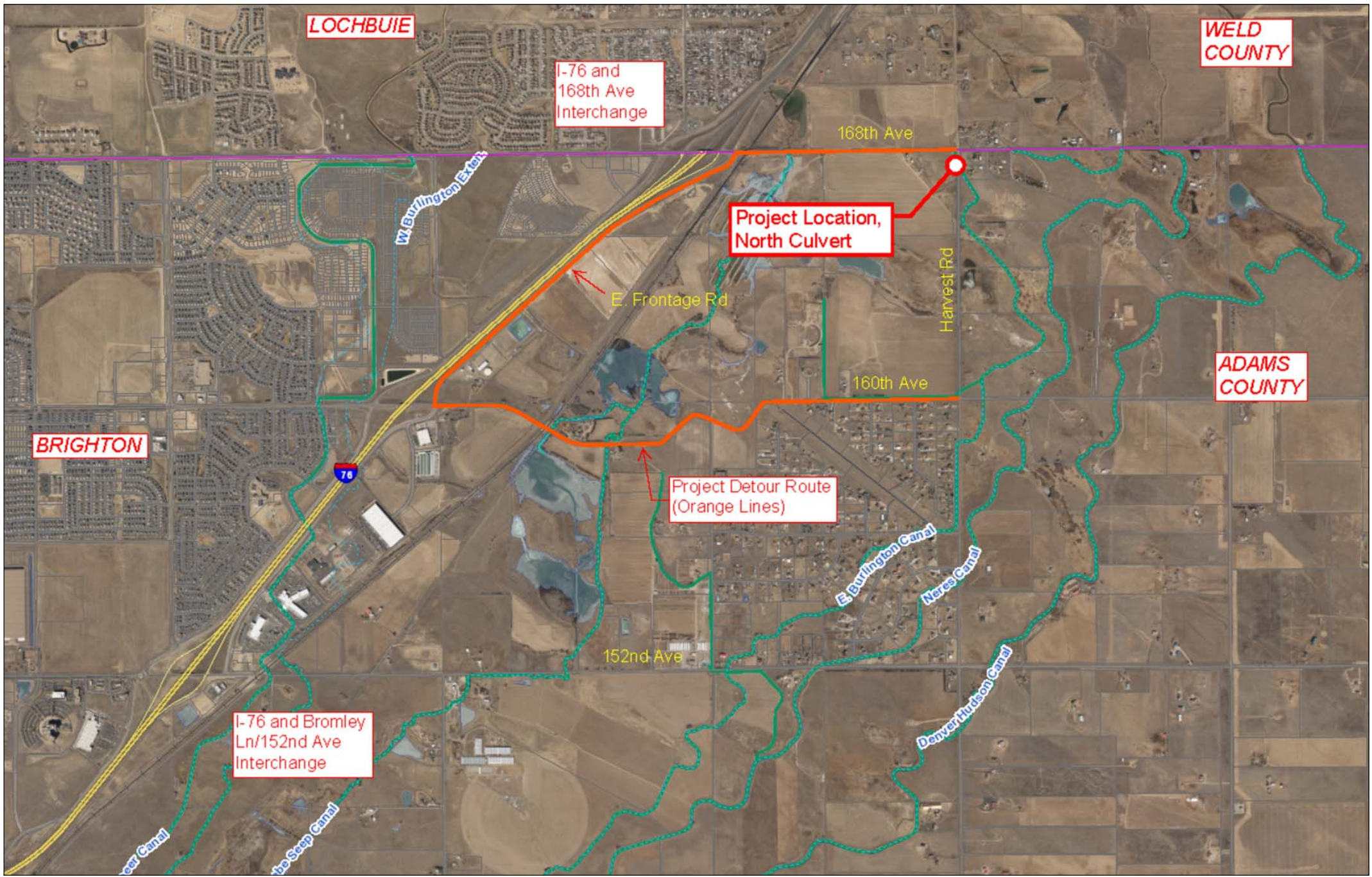
M-206-1	EXCAVATION AND BACKFILL FOR STRUCTURES (2 SHEETS)
M-601-10	HEADWALL FOR PIPES
M-601-20	WINGWALLS FOR PIPE OR BOX CULVERTS (2 SHEETS)
M-603-2	REINFORCED CONCRETE PIPE
M-606-1	MIDWEST GUARDRAIL SYSTEM TYPE 3 W-BEAM 31 INCHES (19 SHEETS) (REVISED ON MARCH 5, 2020)
S-630-1	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION (24 SHEETS)
S-630-2	BARRICADES, DRUMS, CONCRETE BARRIERS (TEMP) AND VERTICAL PANELS



Print Date: 9/23/2021		<div>0000</div>	Sheet Revisions			<div> ADAMS COUNTY COLORADO</div>	<div>PUBLIC WORKS 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, CO 80601 720-523-6875</div>	As Constructed		HARVEST ROAD OVER EAST BURLINGTON EXTENSION DITCH – NORTH CULVERT TITLE SHEET		Project No./Code	
File Name: Harvest Rd over EBED – North Culvert.DWG			Date:	Comments	Init.			No Revisions:			3032.7820		
Horiz. Scale: As Noted Vert. Scale: As Noted								Revised:	Designer: MJM	Structure Numbers	MNR19.0-167.6 IMP2021-00001		
								Void:	Detailer: MJM				
									Sheet Subset: BRIDGE	Subset Sheets: __ of __	Sheet Number 1		



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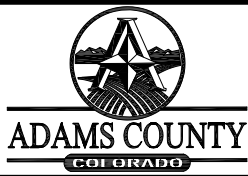
0 0.5 1.0 MILE
SCALE IS APPROXIMATE

PROJECT LOCATION MAP AND PROPOSED DETOUR ROUTE



Print Date: 9/23/2021
File Name: Harvest Rd over EBED - North Culvert.DWG
Horiz. Scale: As Noted Vert. Scale: As Noted

0000	Sheet Revisions		
	Date:	Comments	Init.



PUBLIC WORKS
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, CO 80601
720-523-6875

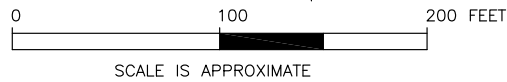
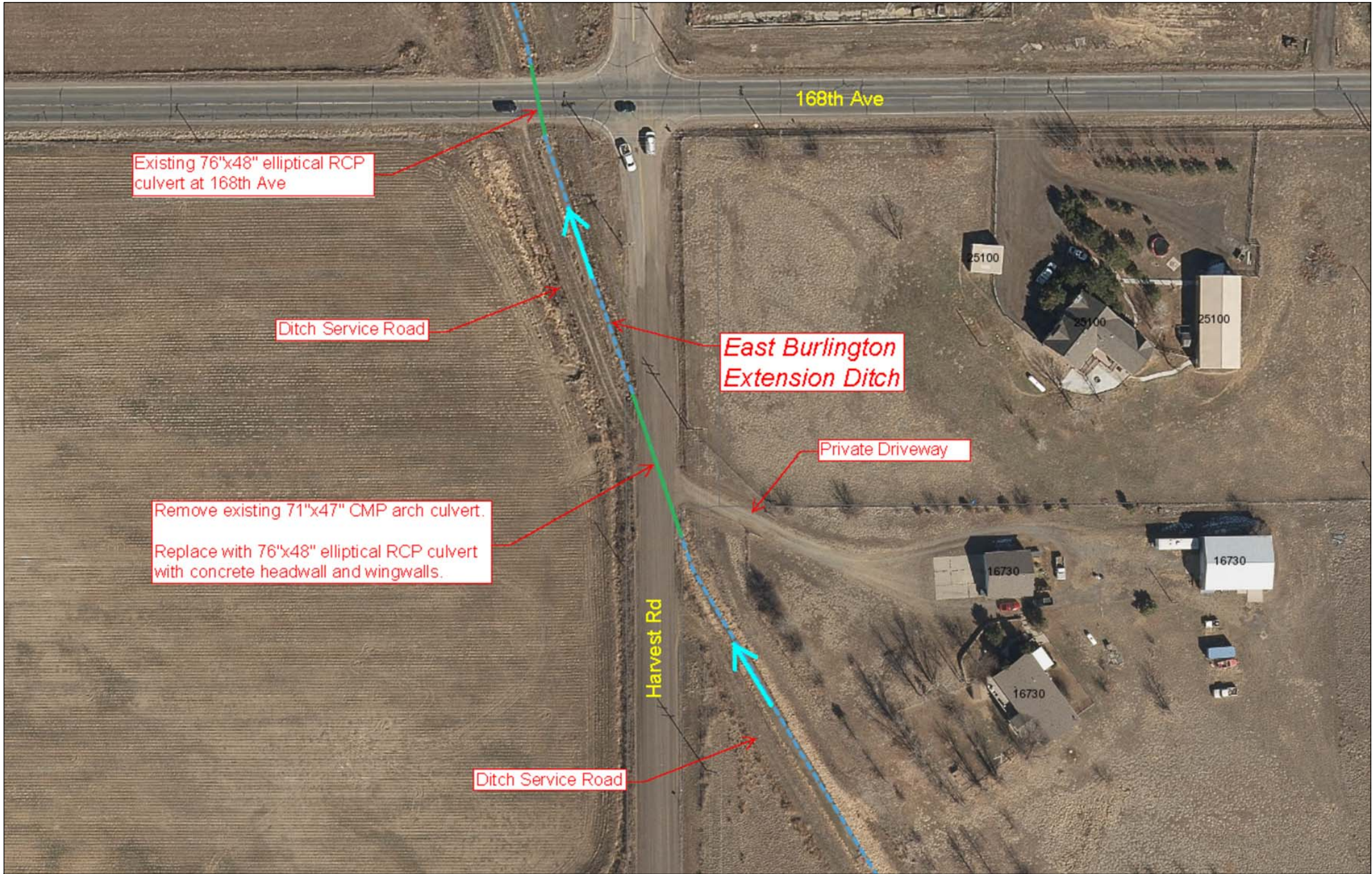
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HARVEST ROAD OVER EAST BURLINGTON EXTENSION DITCH - NORTH CULVERT LOCATION MAP/DETOUR ROUTE			
Designer:	MJM	Structure	MNR19.0-167.6
Detailer:	MJM	Numbers	-
Sheet Subset:	BRIDGE	Subset Sheets:	__ of __

Project No./Code
3032.7820
IMP2021-00001
Sheet Number 2



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SITE MAP



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Horiz. Scale: As Noted Vert. Scale: As Noted

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Date:	Comments	Init.



PUBLIC WORKS
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HARVEST ROAD OVER EAST BURLINGTON EXTENSION DITCH - NORTH CULVERT SITE MAP			
Designer:	MJM	Structure	MNR19.0-167.6
Detailer:	MJM	Numbers	-
Sheet Subset:	BRIDGE	Subset Sheets:	__ of __

Project No./Code
3032.7820
IMP2021-00001
Sheet Number 3



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PLAN NUMBER	M STANDARD TITLE	PAGE NUMBER
<input type="checkbox"/> M-100-1	STANDARD SYMBOLS (3 SHEETS)	1-3
<input type="checkbox"/> M-100-2	ACRONYMS AND ABBREVIATIONS (4 SHEETS)	4-7
<input type="checkbox"/> M-203-1	APPROACH ROADS	8
<input type="checkbox"/> M-203-2	DITCH TYPES	9
<input type="checkbox"/> M-203-11	SUPERELEVATION CROWNED AND DIVIDED HIGHWAYS (3 SHEETS)	10-12
<input type="checkbox"/> M-203-12	SUPERELEVATION STREETS (2 SHEETS)	13-14
<input checked="" type="checkbox"/> M-206-1	EXCAVATION AND BACKFILL FOR STRUCTURES (2 SHEETS)	15-16
<input type="checkbox"/> M-206-2	EXCAVATION AND BACKFILL FOR BRIDGES (2 SHEETS)	17-18
<input type="checkbox"/> M-208-1	TEMPORARY EROSION CONTROL (11 SHEETS)	19-29
<input type="checkbox"/> M-210-1	MAILBOX SUPPORTS (2 SHEETS)	30-31
<input type="checkbox"/> M-214-1	NURSERY STOCK DETAILS	32
<input type="checkbox"/> M-216-1	SOIL RETENTION COVERING (2 SHEETS)	33-34
<input type="checkbox"/> M-412-1	CONCRETE PAVEMENT JOINTS (5 SHEETS)	35-39
<input type="checkbox"/> M-412-2	CONCRETE PAVEMENT CRACK REPAIR (4 SHEETS) (NEW, ISSUED ON OCTOBER 7, 2019)	
<input type="checkbox"/> M-510-1	STRUCTURAL PLATE PIPE H-20 LOADING	40
<input type="checkbox"/> M-601-1	SINGLE CONCRETE BOX CULVERT (CAST-IN-PLACE) (2 SHEETS)	41-42
<input type="checkbox"/> M-601-2	DOUBLE CONCRETE BOX CULVERT (CAST-IN-PLACE) (2 SHEETS)	43-44
<input type="checkbox"/> M-601-3	TRIPLE CONCRETE BOX CULVERT (CAST-IN-PLACE) (2 SHEETS)	45-46
<input checked="" type="checkbox"/> M-601-10	HEADWALL FOR PIPES	47
<input type="checkbox"/> M-601-11	TYPE "S" SADDLE HEADWALLS FOR PIPE	48
<input type="checkbox"/> M-601-12	HEADWALLS AND PIPE OUTLET PAVING	49
<input checked="" type="checkbox"/> M-601-20	WINGWALLS FOR PIPE OR BOX CULVERTS (2 SHEETS)	50-51
<input type="checkbox"/> M-603-1	METAL PIPE (4 SHEETS)	52-55
<input checked="" type="checkbox"/> M-603-2	REINFORCED CONCRETE PIPE	56
<input type="checkbox"/> M-603-3	PRECAST CONCRETE BOX CULVERT (REVISED ON SEPTEMBER 10, 2020)	57
<input type="checkbox"/> M-603-4	CORRUGATED POLYETHYLENE PIPE (AASHTO M294) AND POLYPROPYLENE PIPE (AASHTO M330)	58
<input type="checkbox"/> M-603-5	POLYVINYL CHLORIDE (PVC) PIPE (AASHTO M304)	59
<input type="checkbox"/> M-603-6	STEEL REINFORCED POLYETHYLENE RIBBED PIPE (AASHTO MP 20)	60
<input type="checkbox"/> M-603-10	CONCRETE AND METAL END SECTIONS	61
<input type="checkbox"/> M-603-12	TRAVERSABLE END SECTIONS AND SAFETY GRATES (3 SHEETS)	62-64
<input type="checkbox"/> M-604-10	INLET, TYPE C	65
<input type="checkbox"/> M-604-11	INLET, TYPE D	66
<input type="checkbox"/> M-604-12	CURB INLET TYPE R (2 SHEETS)	67-68
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<input type="checkbox"/> M-604-20	MANHOLES (3 SHEETS)	70-72
<input type="checkbox"/> M-604-25	VANE GRATE INLET (5 SHEETS)	73-77
<input type="checkbox"/> M-605-1	SUBSURFACE DRAINS	78

PLAN NUMBER	M STANDARD TITLE	PAGE NUMBER
<input checked="" type="checkbox"/> M-606-1	MIDWEST GUARDRAIL SYSTEM TYPE 3 W-BEAM 31 INCHES (19 SHEETS) (REVISED ON MARCH 5, 2020)	79-97
<input type="checkbox"/> M-606-13	GUARDRAIL TYPE 7 F-SHAPE BARRIER (4 SHEETS)	98-101
<input type="checkbox"/> M-606-14	PRECAST TYPE 7 CONCRETE BARRIER (4 SHEETS) (REVISED ON AUGUST 21, 2020)	102-104
<input type="checkbox"/> M-606-15	GUARDRAIL TYPE 9 SINGLE SLOPE BARRIER (11 SHEETS) (REVISED ON MARCH 5, 2020)	105-115
<input type="checkbox"/> M-607-1	WIRE FENCES AND GATES (3 SHEETS)	116-118
<input type="checkbox"/> M-607-2	CHAIN LINK FENCE (3 SHEETS)	119-121
<input type="checkbox"/> M-607-3	BARRIER FENCE	122
<input type="checkbox"/> M-607-4	DEER FENCE, GATES, AND GAME RAMPS (7 SHEETS) (REVISED ON JULY 13, 2020)	123-127
<input type="checkbox"/> M-607-10	PICKET SNOW FENCE	128
<input type="checkbox"/> M-607-15	ROAD CLOSURE GATE (9 SHEETS)	129-137
<input type="checkbox"/> M-608-1	CURB RAMPS (10 SHEETS)	138-147
<input type="checkbox"/> M-609-1	CURBS, GUTTERS, AND SIDEWALKS (4 SHEETS)	148-151
<input type="checkbox"/> M-611-1	CATTLE GUARD (2 SHEETS)	152-153
<input type="checkbox"/> M-611-2	DEER GUARD (2 SHEETS)	154-155
<input type="checkbox"/> M-614-1	RUMBLE STRIPS (3 SHEETS)	156-158
<input type="checkbox"/> M-614-2	SAND BARREL ARRAYS (2 SHEETS)	159-160
<input type="checkbox"/> M-615-1	EMBANKMENT PROTECTOR TYPE 3	161
<input type="checkbox"/> M-615-2	EMBANKMENT PROTECTOR TYPE 5	162
<input type="checkbox"/> M-616-1	INVERTED SIPHON	163
<input type="checkbox"/> M-620-1	FIELD LABORATORY CLASS 1	164
<input type="checkbox"/> M-620-2	FIELD LABORATORY CLASS 2 (2 SHEETS)	165-166
<input type="checkbox"/> M-620-11	FIELD OFFICE CLASS 1	167
<input type="checkbox"/> M-620-12	FIELD OFFICE CLASS 2	168
<input type="checkbox"/> M-629-1	SURVEY MONUMENTS (2 SHEETS)	169-170

COLORADO
DEPARTMENT OF TRANSPORTATION
M&S STANDARDS PLANS LIST
July 31, 2019


Revised on December 3, 2020

ALL OF THE M&S STANDARD PLANS, AS SUPPLEMENTED AND REVISED, APPLY TO THIS PROJECT WHEN USED BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

THE M&S STANDARD PLANS USED TO DESIGN THIS PROJECT ARE INDICATED BY A MARKED BOX ☒, AND WILL BE ATTACHED TO THE PLANS. ALL THE OTHER M&S STANDARD PLANS ARE STILL ELIGIBLE FOR CONSTRUCTION IF APPROVED BY AN APPROPRIATE CDOT ENGINEER.

PLAN NUMBER	S STANDARD TITLE	PAGE NUMBER
<input type="checkbox"/> S-612-1	DELINEATOR INSTALLATIONS (8 SHEETS)	171-178
<input type="checkbox"/> S-613-1	ROADWAY LIGHTING (6 SHEETS) (REVISED ON SEPTEMBER 30, 2020)	179-186
<input type="checkbox"/> S-613-2	ALTERNATIVE ROADWAY LIGHTING (4 SHEETS) (NEW, ISSUED ON SEPTEMBER 30, 2020)	
<input type="checkbox"/> S-614-1	GROUND SIGN PLACEMENT (2 SHEETS)	187-188
<input type="checkbox"/> S-614-2	CLASS I SIGNS	189
<input type="checkbox"/> S-614-3	CLASS II SIGNS	190
<input type="checkbox"/> S-614-4	CLASS III SIGNS (3 SHEETS)	191-193
<input type="checkbox"/> S-614-5	BREAK-AWAY SIGN SUPPORT DETAILS FOR CLASS III SIGNS (2 SHEETS)	194-195
<input type="checkbox"/> S-614-6	CONCRETE FOOTINGS AND SIGN ISLANDS FOR CLASS III SIGNS (2 SHEETS)	196-197
<input type="checkbox"/> S-614-8	TUBULAR STEEL SIGN SUPPORT DETAILS (7 SHEETS)	198-204
<input type="checkbox"/> S-614-9	PEDESTRIAN PUSH BUTTON POST ASSEMBLY (2 SHEETS) (SUPERSEDED ON JANUARY 23, 2020 BY S-614-45)	205-206
<input type="checkbox"/> S-614-10	MARKER ASSEMBLY INSTALLATIONS	207
<input type="checkbox"/> S-614-11	MILEPOST SIGN DETAIL FOR HIGH SNOW AREAS	208
<input type="checkbox"/> S-614-12	STRUCTURE NUMBER INSTALLATION (2 SHEETS)	209-210
<input type="checkbox"/> S-614-14	FLASHING BEACON AND SIGN INSTALLATIONS (4 SHEETS)	211-214
<input type="checkbox"/> S-614-20	TYPICAL POLE MOUNT SIGN INSTALLATIONS	215
<input type="checkbox"/> S-614-21	CONCRETE BARRIER SIGN POST INSTALLATIONS (2 SHEETS) (REVISED ON SEPTEMBER 21, 2020)	216-217
<input type="checkbox"/> S-614-22	TYPICAL MULTI-SIGN INSTALLATIONS	218
<input type="checkbox"/> S-614-40	TYPICAL TRAFFIC SIGNAL 30'-75' DOUBLE MAST ARMS 65'-75' SINGLE MAST ARMS (5 SHEETS)	219-223
<input type="checkbox"/> S-614-40A	ALTERNATIVE TRAFFIC SIGNAL 25'-55' SINGLE MAST ARMS (4 SHEETS)	224-227
<input type="checkbox"/> S-614-41	TEMPORARY SPAN WIRE SIGNALS (13 SHEETS)	228-240
<input type="checkbox"/> S-614-42	CABINET FOUNDATION DETAIL (4 SHEETS)	241-244
<input type="checkbox"/> S-614-43	TRAFFIC LOOP AND MISCELLANEOUS SIGNAL DETAILS (8 SHEETS)	245-252
<input type="checkbox"/> S-614-44	PEDESTAL POLE SIGNALS (2 SHEETS)	253-254
<input type="checkbox"/> S-614-45	PEDESTRIAN PUSH BUTTON POST ASSEMBLY DETAILS (6 SHEETS) (REVISED ON DECEMBER 3, 2020)	
<input type="checkbox"/> S-614-50	STATIC SIGN MONOTUBE STRUCTURES (12 SHEETS)	255-266
<input type="checkbox"/> S-614-60	DYNAMIC SIGN MONOTUBE STRUCTURES (14 SHEETS)	267-280
<input type="checkbox"/> S-627-1	PAVEMENT MARKINGS (9 SHEETS) (REVISED ON APRIL 17, 2020)	281-289
<input checked="" type="checkbox"/> S-630-1	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION (24 SHEETS)	290-313
<input checked="" type="checkbox"/> S-630-2	BARRICADES, DRUMS, CONCRETE BARRIERS (TEMP) AND VERTICAL PANELS	314
<input type="checkbox"/> S-630-3	FLASHING BEACON (PORTABLE) DETAILS	315
<input type="checkbox"/> S-630-4	STEEL SIGN SUPPORT (TEMPORARY) INSTALLATION DETAILS (2 SHEETS)	316-317
<input type="checkbox"/> S-630-5	PORTABLE RUMBLE STRIPS (TEMPORARY) (2 SHEETS)	
<input type="checkbox"/> S-630-6	EMERGENCY PULL-OFF AREA (TEMPORARY)	
<input type="checkbox"/> S-630-7	ROLLING ROADBLOCKS FOR TRAFFIC CONTROL (3 SHEETS)	



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File Name: Harvest Rd over EBED – North Culvert.DWG			Date:	Comments	Init.		No Revisions:					3032.7820		
Horiz. Scale: As Noted Vert. Scale: As Noted							Revised:		Designer: MJM Structure Numbers		MNR19.0-167.6		IMP2021-00001	
							Void:		Detailer: MJM Subset Sheets: __ of __		—		Sheet Number 4	
									Sheet Subset: BRIDGE					

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GENERAL NOTES

ALSO SEE THE FRICO NOTES FOR ADDITIONAL REQUIREMENTS.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CDOT 2019 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION; THE 2019 M AND S STANDARD PLANS AS REVISED ON DECEMBER 3, 2020; AND THE PROJECT PLANS.

THE DETAILS, NOTES, AND SPECIFICATIONS IN THE PROJECT PLANS AND THE BID SCHEDULES/SUMMARY OF APPROXIMATE QUANTITIES SHALL CONTROL AND TAKE PRECEDENCE OVER THE M & S STANDARD PLANS AND THE STANDARD SPECIFICATIONS.

THE CONTRACTOR SHALL NOTIFY THE COUNTY/ENGINEER OF ANY ERRORS, OMISSIONS, CONFLICTS, OR PROBLEMS THAT ARISE DURING THE PROJECT BEFORE CONTINUING WITH CONSTRUCTION OF AFFECTED ELEMENTS OF THE PROPOSED IMPROVEMENTS. IN CASE OF CONFLICT BETWEEN THE REQUIREMENTS IN SEPARATE CONSTRUCTION DOCUMENTS, INCLUDING BETWEEN THESE GENERAL NOTES AND THE FRICO NOTES, THE STRICTER REQUIREMENTS SHALL CONTROL, UNLESS DIRECTED OTHERWISE IN WRITING BY THE ENGINEER.

ALL MATERIALS AND WORK SHALL BE SUBJECT TO INSPECTION BY ADAMS COUNTY. THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORK THAT DO NOT CONFORM TO THE STANDARDS AND SPECIFICATIONS FOR THE PROJECT. IF AN ADAMS COUNTY INSPECTOR IS NOT AVAILABLE AFTER PROPER - AT LEAST 48 HOURS - ADVANCE NOTICE OF A CONSTRUCTION ACTIVITY HAS BEEN PROVIDED, THE CONTRACTOR MAY COMMENCE WORK IN THE INSPECTOR'S ABSENCE. HOWEVER, THE COUNTY RESERVES THE RIGHT TO REJECT THE WORK IF SUBSEQUENT INSPECTION AND TESTING REVEALS IT IS IMPROPER OR SUBSTANDARD.

SUBSURFACE UTILITY ENGINEERING (SUE) HAS NOT BEEN, NOR WILL BE, PERFORMED FOR THIS PROJECT. FOR REFERENCE ONLY, BASED ON PHYSICAL SURFACE (VISIBLE) FEATURES, EXISTING UTILITIES ON THE PROJECT SITE APPEAR TO INCLUDE, BUT MAY NOT BE LIMITED TO, THE FOLLOWING:

- UNDERGROUND TELECOMMUNICATIONS LINE(S)
- UNDERGROUND GAS LINE(S)
- OVERHEAD ELECTRICAL LINES

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE IDENTITY AND LOCATION OF ALL EXISTING UNDERGROUND UTILITIES ON THE SITE AND PROTECT THEM FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL COMPLY WITH CRS 9-1.5, EXCAVATION REQUIREMENTS. THE CONTRACTOR SHALL CALL THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 811 AT LEAST TWO (2) BUSINESS DAYS, NOT INCLUDING THE DAY OF ACTUAL NOTIFICATION, PRIOR TO PERFORMING ANY EXCAVATING OR GRADING WORK. UNDERGROUND UTILITIES NOT COVERED BY UNCC MEMBER COMPANIES SHALL BE LOCATED BY CONTACTING THE RESPECTIVE OWNERS DIRECTLY.

THE CONTRACTOR SHALL PROTECT IRRIGATION DITCH INFRASTRUCTURE. THE CONTRACTOR'S CONSTRUCTION ACTIVITIES AND PERSONNEL SHALL STAY OFF OF THE DITCH BANKS AND OUT OF THE DITCH CHANNEL, EXCEPT AS NEEDED TO CONSTRUCT THE CULVERT IMPROVEMENTS.

ANY CLEARING AND GRUBBING REQUIRED TO COMPLETE THE PROJECT WILL NOT BE MEASURED FOR PAYMENT, BUT SHALL BE INCLUDED IN THE PROJECT.

REMOVAL OF PIPE - REMOVE THE EXISTING 71" X 47" (APPROXIMATE) CORRUGATED METAL PIPE CULVERT. EXCAVATION TO REMOVE THE PIPE WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THE REMOVED PIPE SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.

STRUCTURE EXCAVATION, STRUCTURE BACKFILL (CLASS 2), AND STRUCTURE BACKFILL (SPECIAL) PAY ITEMS LISTED IN THE SUMMARY OF APPROXIMATE QUANTITIES IS FOR WORK RELATED TO THE CONCRETE HEADWALL AND WINGWALL STRUCTURES ONLY. STRUCTURE EXCAVATION, BEDDING, FLOW-FILL, AND BACKFILL RELATED TO THE NEW RCP PIPE WILL NOT BE MEASURED FOR PAYMENT, BUT SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PIPE. (SEE THE SPECIAL PIPE EXCAVATION AND BACKFILL DETAIL IN THE PLANS.)

- STRUCTURE BACKFILL (CLASS 2) SHALL CONSIST OF THE ORIGINAL ONSITE EXCAVATED SOILS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
- STRUCTURE BACKFILL (SPECIAL) SHALL CONSIST OF THE CLAY LINING MATERIAL REQUIRED ON THE CHANNEL SIDES AND BOTTOM AS SPECIFIED IN THE FRICO NOTES.

THE CONTRACTOR WILL BE RESPONSIBLE FOR QC AND SOIL MATERIAL AND COMPACTION TESTING FOR BACKFILL OF STRUCTURES AND PIPES.

AT MINIMUM, EROSION CONTROL SHALL BE PLACED ACROSS THE DITCH CHANNEL BOTTOM BOTH UPSTREAM AND DOWNSTREAM OF THE PIPE TRENCH. HAY BALES SHALL BE USED FOR EROSION CONTROL IN THE DITCH CHANNEL. (POSTS AND STAKES SHALL NOT BE DRIVEN INTO THE SURFACE OF THE DITCH CHANNEL.)

A NATIVE SEED MIX WILL BE PROVIDED TO THE CONTRACTOR AFTER THE PROJECT IS UNDERWAY. SEEDING AND MULCHING OPERATIONS MUST BE PERFORMED BETWEEN SPRING THAW TO JUNE 1. THE CONTRACTOR MUST PLAN TO RETURN TO THE SITE IN THE SPRING TO COMPLETE THE FINAL SITE RESTORATION WORK.

REQUIRED ROADWAY SECTION - THE GRAVEL ROAD SURFACING AT THE NORTH CULVERT SHALL CONSIST OF A 6" THICK COMPACTED LAYER OF AGGREGATE BASE COURSE (CLASS 6) OVER COMPACTED SUBGRADE.

THE CONTRACTOR WILL BE RESPONSIBLE FOR QC AND MATERIAL AND COMPACTION TESTING FOR AGGREGATE BASE COURSE.

CONCRETE SHALL BE CLASS D FOR BOTH THE PIPE HEADWALLS AND WINGWALLS. COLD WEATHER PROTECTION WILL BE REQUIRED. THE CONTRACTOR WILL BE RESPONSIBLE FOR QC AND MATERIALS TESTING.

ALL CAST-IN-PLACE AND PRECAST CONCRETE FOR THE PROJECT SHALL CONFORM TO ACI 350. THEREFORE, ALL CONCRETE FOR PIPE AND STRUCTURES MUST HAVE A MAXIMUM WATER TO CEMENT RATIO OF 0.42 AND ACHIEVE A 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI. SEE THE CULVERT NOTES IN THE PLANS FOR ADDITIONAL REQUIREMENTS FOR PIPE JOINTS, CIP CONCRETE JOINTS, ETC.

THE NEW CULVERT SHALL CONSIST OF 76"x48" ELLIPTICAL REINFORCED CONCRETE PIPE WITH CONCRETE HEADWALLS AND WINGWALLS AS DETAILED IN THE PLANS.

GUARDRAIL - SEE THE GUARDRAIL DETAILS AND NOTES ON THE CULVERT PLAN AND PROFILE SHEET.

CONSTRUCTION SURVEYING - A DESIGN SURVEY (FOR TOPOGRAPHY, RIGHT OF WAY, ETC.) HAS NOT BEEN PERFORMED

FOR THIS PROJECT. AT MINIMUM, CONSTRUCTION SURVEYING WILL NEED TO DETERMINE THE ELEVATION OF THE INVERT IN AND INVERT OUT OF THE EXISTING PIPE BEFORE ITS REMOVAL. FIELD STAKING MUST ALSO BE PERFORMED TO DOCUMENT THE HORIZONTAL ALIGNMENT AND POSITION OF EACH END OF THE EXISTING PIPE BEFORE ITS REMOVAL. THE LAYOUT OF THE NEW PIPE IS BASED ON THE LAYOUT OF THE ORIGINAL PIPE. VERTICAL SURVEY/ELEVATIONS WILL NEED TO BE TIED TO A USGS DATUM APPROVED BY THE COUNTY. HORIZONTAL SURVEY FOR THIS PROJECT DOES NOT NEED TO BE TIED TO AN OFFICIAL COORDINATE SYSTEM. AN AS-BUILT SURVEY DRAWING OF THE NEW PIPE INVERTS VERSUS THE OLD INVERTS MUST BE PREPARED AND SUBMITTED BEFORE THE END OF THE PROJECT. CONSTRUCTION SURVEYING MUST BY PERFORMED BY A COLORADO PLS.

THE FOLLOWING SHALL BE INCLUDED IN MOBILIZATION:

- THE CONTRACTOR'S CONSTRUCTION ACTIVITIES MUST STAY WITHIN THE COUNTY RIGHT OF WAY AND THE IRRIGATION DITCH EASEMENTS.
- THE OVERNIGHT STAGING OF CONSTRUCTION EQUIPMENT AND STOCKPILING OF MATERIALS IS ALLOWED IN THE EXISTING COUNTY ROADWAY PROTECTED BEHIND TRAFFIC CONTROL BARRICADES. THE CONTRACTOR SHALL RETURN STAGING AREAS TO THEIR ORIGINAL CONDITION BEFORE THE END OF THE PROJECT.
- THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY EMERGENCY SERVICES, SCHOOL BUSES, AND THE US POSTAL SERVICE REGARDING ROAD CLOSURES AND DETOURS FOR THE PROJECT. THE CONTRACTOR SHALL ALSO PROVIDE AND DISTRIBUTE DOORHANGERS OR USE OTHER MEANS APPROVED BY THE ENGINEER TO NOTIFY AND INFORM ALL RESIDENTS ALONG HARVEST ROAD BETWEEN 160TH AVENUE AND 168TH AVENUE OF THE PROJECT. AFFECTED PARTIES MUST BE NOTIFIED AT LEAST FIVE (5) DAYS BEFORE THE ROAD IS CLOSED AND WORK BEGINS. THE CONTRACTOR MUST PROVIDE THEIR CONTACT INFORMATION, INCLUDING A 24-HOUR EMERGENCY TELEPHONE NUMBER, WITH ALL NOTIFICATIONS. PUBLIC INFORMATION SERVICES (SUCH AS NOTIFICATIONS) WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN MOBILIZATION.
- THE CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS TO DRIVEWAYS AND SERVICES ROADS AT ALL TIMES DURING THE PROJECT. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE WITH THE RESIDENTS AT THE PROPERTY EAST OF THE NORTH CULVERT TO DETERMINE A PLAN BEFORE ANY TEMPORARY CLOSURE OF THEIR DRIVEWAY. THEIR DRIVEWAY MUST NOT BE CLOSED OVERNIGHT UNLESS THEY AGREE TO IT IN ADVANCE.

CONSTRUCTION TRAFFIC CONTROL:

- THE CONTRACTOR MAY CLOSE HARVEST ROAD TO TRAFFIC AT THE WORK SITE. LOCAL TRAFFIC MUST BE ALLOWED UP TO THE CLOSED WORK SITE. A DETOUR SHALL BE IMPLEMENTED TO ROUTE TRAFFIC TO THE WEST USING THE I-76 EAST FRONTAGE ROAD BETWEEN 160TH AND 168TH AVENUES.
- THE CONTRACTOR SHALL DEVELOP AND SUBMIT MHT'S TO THE COUNTY FOR REVIEW. THE COUNTY MUST GIVE ITS APPROVAL BEFORE THE CONTRACTOR PLACES ANY CONSTRUCTION TRAFFIC CONTROL IN THE FIELD.
- THE CONTRACTOR SHALL PROVIDE AND OPERATE TWO (2) PORTABLE MESSAGE SIGN PANELS FOR THE CULVERT SITE FOR A PERIOD OF SEVEN (7) DAYS. THE SIGN PANELS MUST BE IN POSITION AND ACTIVE STARTING ONE (1) FULL WEEK BEFORE THE SCHEDULED ROAD CLOSURE, UNLESS DIRECTED OTHERWISE BY THE COUNTY. THE LOCATIONS AND MESSAGES FOR THE SIGN PANELS SHALL BE AS DIRECTED BY THE COUNTY.

FARMERS RESERVOIR AND IRRIGATION COMPANY NOTES

- DEFINITIONS
 - FACILITY OWNER - FRICO
 - PROPERTY OWNER - ADAMS COUNTY
 - CONTRACTOR - DOUBLE R EXCAVATING
 - ENGINEER - ADAMS COUNTY PUBLIC WORKS
- ALL IRRIGATION AND CANAL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FARMERS RESERVOIR AND IRRIGATION COMPANY DESIGN REVIEW MANUAL, LATEST EDITION, EXCEPT AS SPECIFICALLY MODIFIED BY THESE PROJECT DRAWINGS.
- CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD FRICO HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE GROSS NEGLIGENCE OF FRICO.
- FRICO AND ITS AGENTS OR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ADEQUACY OF DESIGNS REVIEWED AND APPROVED BY FRICO. FRICO'S REVIEW OF PROJECT REPORTS, PLANS, AND SPECIFICATIONS IS FOR THE SOLE BENEFIT OF FRICO TO DETERMINE IF PROJECT DETAILS CONFORM TO FRICO DESIGN GUIDELINES, WHICH ARE NECESSARY TO REASONABLY ASSURE THAT PROJECTS DO NOT ADVERSELY AFFECT THE FACILITIES OR OPERATIONS OF FRICO.
- CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH FRICO REPRESENTATIVE AND ADAMS COUNTY PUBLIC WORKS AT LEAST 72 HOURS PRIOR TO START OF CONSTRUCTION. THOSE IN ATTENDANCE SHALL INCLUDE OWNER'S REPRESENTATIVE, ENGINEER, CONTRACTOR, AND OTHER AFFECTED AGENCIES. CONSTRUCTION PLANS WILL BE DISTRIBUTED AT THE PRE-CONSTRUCTION MEETING.
- TECHNICAL APPROVAL BY FRICO OF THE DESIGN OF THE IMPROVEMENTS SPECIFIED HEREIN SHALL NOT CONSTITUTE AUTHORIZATION TO BEGIN WORK. AN EASEMENT OR LICENSE AGREEMENT APPROVED TEMPORARY ACCESS AND CONSTRUCTION PERMIT (INCLUDING SCHEDULE THAT INCLUDES THE DAY, MONTH, AND YEAR WHEN WORK IS ALLOWED), AND WRITTEN NOTICE TO PROCEED FROM FRICO'S GENERAL MANAGER ARE ALSO REQUIRED PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES. FOLLOWING THE APPROVAL OF THE DESIGN PLANS AND EASEMENT OR LICENSE AGREEMENT, AND PRIOR TO THE PRE-CONSTRUCTION MEETING, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT A CONSTRUCTION SCHEDULE TO FRICO FOR REVIEW AND APPROVAL. FRICO'S APPROVAL OF THE CONSTRUCTION SCHEDULE IS IN FRICO'S SOLE DISCRETION, AND FRICO MAY REFUSE TO APPROVE A SCHEDULE IF IT MAY IMPACT THE CANAL'S OPERATIONS OR FRICO'S ABILITY TO MAINTAIN OR ACCESS ITS FACILITIES.
- CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITY TO AREAS DEFINED AS PERMANENT AND/OR TEMPORARY CONSTRUCTION EASEMENTS, UNLESS OTHERWISE AUTHORIZED BY FRICO AND PROPERTY OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONTINUOUS ACCESS FOR FRICO PERSONNEL AND EQUIPMENT ALONG THE LENGTH OF THE EXISTING CANAL THROUGHOUT THE COURSE OF THE PROJECT.

- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY FRICO. FRICO RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DO NOT CONFORM TO STANDARDS AND SPECIFICATIONS. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO FRICO FOR ENGINEERING REVIEW AND APPROVAL PRIOR TO INSTALLATION OF MATERIALS OR FACILITIES FOR WHICH SHOP DRAWINGS ARE CREATED.
- CONTRACTOR SHALL VERIFY ACCURACY BETWEEN WORK SET FORTH ON THESE PLANS AND WORK REQUIRED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND FRICO REPRESENTATIVE PRIOR TO START OF CONSTRUCTION.
- IT IS THE ENGINEER'S RESPONSIBILITY TO RESOLVE CONSTRUCTION PROBLEMS WITH FRICO DUE TO CHANGED CONDITIONS ENCOUNTERED BY CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROPOSED WORK. IF, IN THE SOLE OPINION OF FRICO, PROPOSED ALTERATIONS TO THE APPROVED CONSTRUCTION PLANS INVOLVES SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK, OR TO THE FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, ENGINEER SHALL BE RESPONSIBLE FOR SUBMITTING REVISED PLANS TO FRICO FOR REVIEW AND APPROVAL. PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE WORK.
- GROUNDWATER ENCOUNTERED DURING CONSTRUCTION SHALL NOT BE RELEASED TO FRICO'S CANAL OR OTHER FACILITIES WITHOUT WRITTEN APPROVAL FROM THE FRICO GENERAL MANAGER.
- ALL CONCRETE USED FOR THE PROJECT SHALL CONFORM TO ACI 350. THE CONTRACTOR SHALL SUPPLY FRICO WITH SHOP DRAWINGS AND SPECIFICATIONS FOR ALL PRE-FABRICATED CONCRETE STRUCTURES TO INSURE CONFORMANCE TO ACI 350.
- WHERE THE EXISTING SIDES OR BOTTOM OF THE CANAL ARE DISTURBED AND ARE TO BE REPLACED, THE TOP TWO FEET OF BACKFILL MATERIAL SHALL BE CLAY CONTAINING AT LEAST 40 PERCENT BY DRY WEIGHT PASSING THE #20 SIEVE (FINES) AND A PLASTICITY INDEX OF 15 OR GREATER. AS AN ALTERNATIVE, THE EXISTING MATERIAL CAN BE MIXED WITH TWO PERCENT POWDERED DRY BENTONITE (BY DRY WEIGHT) PROVIDED THE EXISTING SOILS CONTAIN AT LEAST 25 PERCENT FINES. THE MATERIALS UPON COMPACTION SHALL HAVE A PERMEABILITY LESS THAN OR EQUAL TO 1X10-6 CM/SEC AS DETERMINED BY ASTM D 5084.
- THE CHANNEL CLAY LINING SHALL BE COMPACTED TO 90% OF THE MODIFIED PROCTOR (ASTM D1557) AND WITHIN -2% TO +2% OF THE OPTIMUM MOISTURE CONTENT. FILL SHALL BE PLACED IN THIN LIFTS WITH MAXIMUM LOOSE LIFT THICKNESS OF 12 INCHES. PLACEMENT ON DITCH SLOPES MAY REQUIRE OVERBUILDING AND CUTTING BACK TO OBTAIN THE REQUIRED COMPACTION.
- ALL PROPOSED MATERIAL TYPES TO BE USED AS BEDDING, CLAY LINING AND BACKFILL SHALL BE SUBMITTED TO FRICO FOR APPROVAL PRIOR TO PLACEMENT.
- MATERIALS GRAIN SIZE ANALYSIS (ASTM D422), ATTERBERG LIMITS (ASTM D4318), AND MOISTURE-DENSITY RELATIONSHIP TESTS (ASTM D1557) SHALL BE COMPLETED, AS A MINIMUM, ON EACH SOIL TYPE OR AT A RATE OF 300 CY OF MATERIAL PLACED, WHICHEVER IS GREATER.
- COMPACTION OF BEDDING, CLAY LINING AND ALL TYPES OF BACKFILL SHALL BE TESTED AT A RATE OF AT LEAST FOUR TESTS PER 1,000 SQUARE FEET OF FILL MATERIAL PER LIFT. THIS FREQUENCY MAY BE ALTERED BY THE ENGINEER OR FRICO REPRESENTATIVE DEPENDING ON THE PROJECT, THE METHODS BY WHICH THE CONTRACTOR

- IS USING TO OBTAIN COMPACTION, OR IF CIRCUMSTANCES WARRANT ADDITIONAL TESTING. THE TESTING SHALL BE AT VARIOUS DEPTHS AND LOCATIONS. THE ENGINEER OR AN OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REQUEST ADDITIONAL TESTS AND DETERMINE THE LOCATION OF TESTING. THE TESTING MAY BE COMPLETED EITHER BY SAND CONE DENSITY TEST (ASTM D1556) OR BY THE NUCLEAR GAUGE (ASTM D6938) METHODS. TEST RESULTS SHALL BE SUBMITTED TO FRICO'S REPRESENTATIVE WITHIN 24 HOURS OF THE TEST OR ON THE NEXT WORKING DAY.
- ON STEEP SIDE SLOPES, FILL MATERIALS, WHETHER CLAY LINING OR SUBGRADE SOILS, MAY BE REQUIRED TO BE PLACED IN HORIZONTAL LIFTS ALONG THE SLOPE TO ACHIEVE THE REQUIRED COMPACTION. THIS METHOD WILL CREATE AN OVERBUILT SECTION THAT WILL BE CUT BACK TO FORM THE DESIGN SLOPE.
 - CONTRACTOR SHALL MAINTAIN SILT FENCE AND OTHER EROSION AND SEDIMENT CONTROL BMPS ON A DAILY BASIS AND SHALL PREVENT DEBRIS FROM ENTERING INTO THE CANAL. THE CONTRACTOR WILL BE RESPONSIBLE FOR DAILY CLEANING OF DEBRIS THAT ENTERS THE CANAL, IF BMPS FAIL.
 - UNLESS ANOTHER SPECIFIC MAINTENANCE AGREEMENT IS IN PLACE, CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER FUNCTIONING OF FACILITY IMPROVEMENTS FOR A MINIMUM OF TWO YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION / CONSTRUCTION ACCEPTANCE OF THE IMPROVEMENTS BY FRICO. ANY FAILURE DURING THIS PERIOD OF GUARANTEE SHALL BE REMEDIED BY CONTRACTOR TO THE SATISFACTION OF FRICO AT CONTRACTOR'S EXPENSE.
 - AS-BUILT DOCUMENTS ARE TO BE SUPPLIED TO FRICO PRIOR TO SUBSTANTIAL COMPLETION / CONSTRUCTION ACCEPTANCE OF THE IMPROVEMENTS. RECORD DOCUMENTS SHALL BE SUBMITTED ELECTRONICALLY IN BOTH PDF AND AUTOCAD FORMAT PRIOR TO FRICO ACCEPTANCE. AS-BUILT DRAWINGS SHALL BE SIGNED AND STAMPED BY A REGISTERED PROFESSIONAL ENGINEER.
 - INSTALL MARKER POSTS AT FRICO'S ROW LIMITS ON BOTH SIDE OF THE CANAL TO DESIGNATE THE LOCATION OF ANY UNDERGROUND UTILITIES.



Print Date: 9/23/2021		<div><div></div><div></div><div></div><div></div><div></div></div>	Sheet Revisions			<div><div><div></div></div><div>ADAMS COUNTY</div><div>COLORADO</div></div>	As Constructed		HARVEST ROAD OVER EAST BURLINGTON			Project No./Code	
File Name: Harvest Rd over EBED – North Culvert.DWG			Date:	Comments	Init.		No Revisions:		EXTENSION DITCH – NORTH CULVERT			3032.7820	
Horiz. Scale: As Noted Vert. Scale: As Noted							Revised:		GENERAL NOTES			IMP2021–00001	
							Void:		Designer: MJM	Structure Numbers	MNR19.0–167.6		
									Detailer: MJM		–		
							Sheet Subset: BRIDGE		Subset Sheets: __ of __		Sheet Number 5		



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SUMMARY OF APPROXIMATE QUANTITIES												
CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	ROADWAY/CULVERT								PROJECT TOTALS	
			PLAN	AS CONST.					PLAN	AS CONST.		
202-00035	REMOVAL OF PIPE	LF	114								114	
206-00000	STRUCTURE EXCAVATION	CY	93								93	
206-00050	STRUCTURE BACKFILL (SPECIAL)	CY	20								20	
206-00200	STRUCTURE BACKFILL (CLASS 2)	CY	58								58	
207-00205	TOPSOIL	CY	7								7	
208-00011	EROSION BALES (WEED FREE)	EACH	10								10	
208-00045	CONCRETE WASHOUT STRUCTURE	EACH	1								1	
212-00006	SEEDING (NATIVE)	ACRE	0.01								0.01	
213-00004	MULCHING (WEED FREE STRAW)	ACRE	0.01								0.01	
213-00061	MULCH TACKIFIER	LB	2								2	
216-00041	SOIL RETENTION BLANKET (STRAW/COCONUT)	SY	28								28	
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	56								56	
601-03000	CONCRETE CLASS D	CY	15								15	
602-00000	REINFORCING STEEL	LB	842								842	
603-02605	76x48 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	136								136	
606-00301	GUARDRAIL TYPE 3 (6-3 POST SPACING)	LF	50								50	
606-01390	END ANCHORAGE TYPE 3K	EACH	2								2	
620-00020	SANITARY FACILITY	EACH	1								1	
625-00000	CONSTRUCTION SURVEYING	LS	1								1	
626-00000	MOBILIZATION	LS	1								1	
630-00000	FLAGGING	hour	40								40	
630-00007	TRAFFIC CONTROL INSPECTION	DAY	35								35	
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	3								3	
630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EACH	8								8	
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH	14								14	
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH	12								12	
630-80344	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	SF	36								36	
630-80359	PORTABLE MESSAGE SIGN PANEL	DAY	14								14	

Print Date: 9/23/2021


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Horiz. Scale: As Noted Vert. Scale: As Noted

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Sheet Revisions

Date:	Comments	Init.



PUBLIC WORKS

4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, CO 80601
720-523-6875

As Constructed

No Revisions:

Revised:

Void:

HARVEST ROAD OVER EAST BURLINGTON
EXTENSION DITCH - NORTH CULVERT
SUMMARY OF APPROXIMATE QUANTITIES


Designer: MJM	Structure Numbers	MNR19.0-167.6
Detailer: MJM		-
Sheet Subset: BRIDGE	Subset Sheets: ___ of ___	

Project No./Code

3032.7820

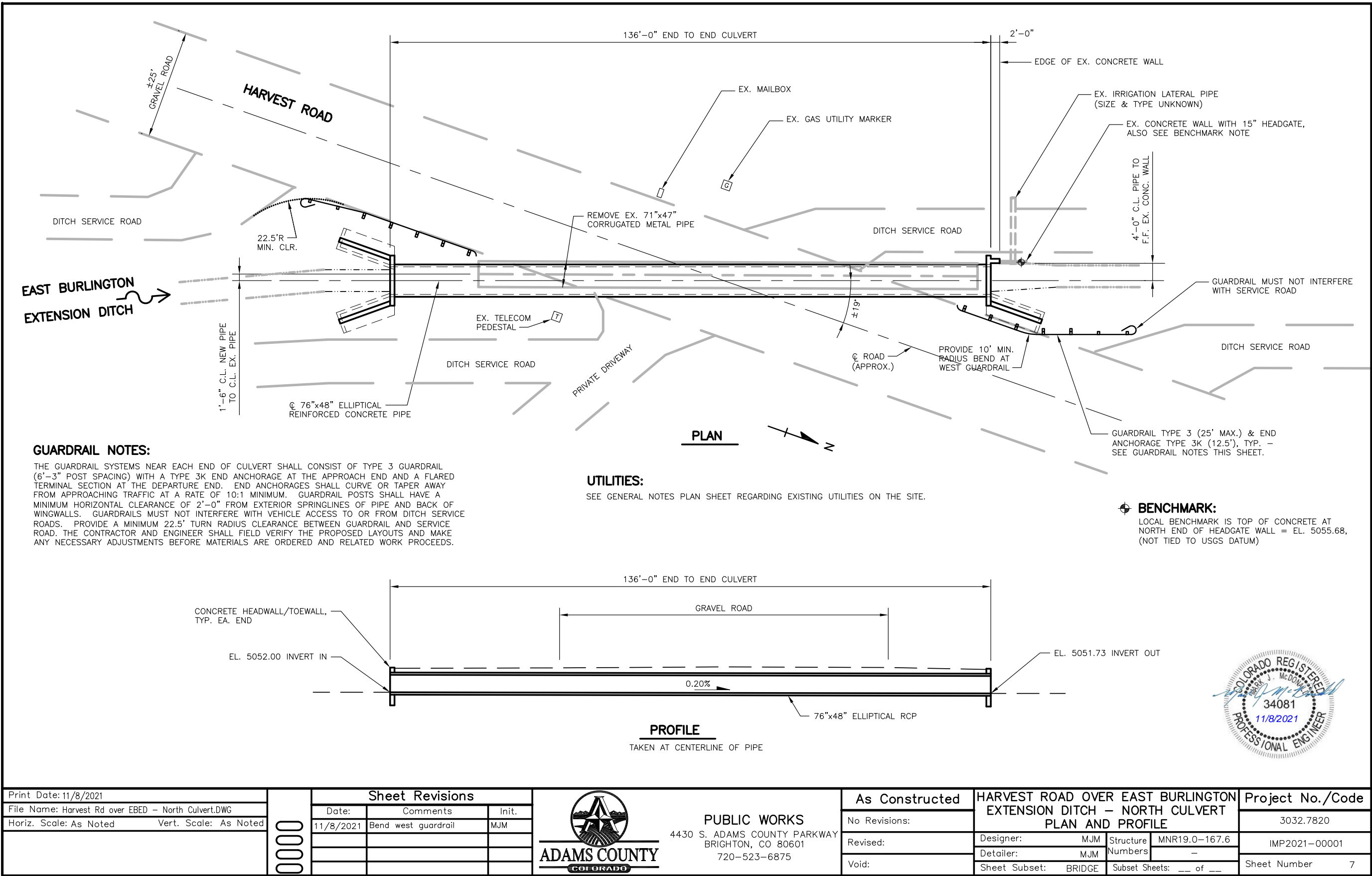
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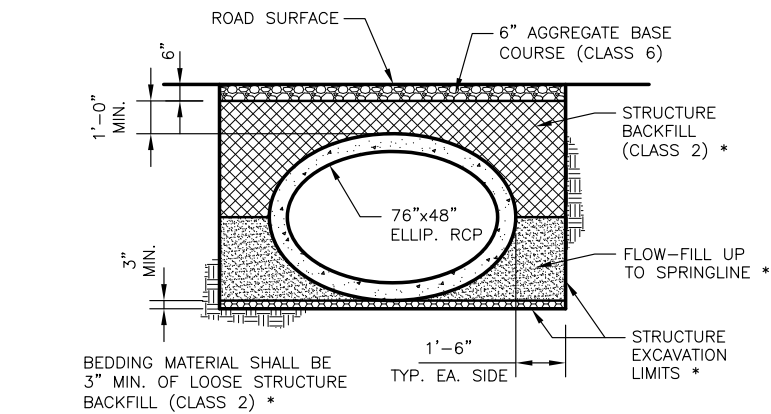
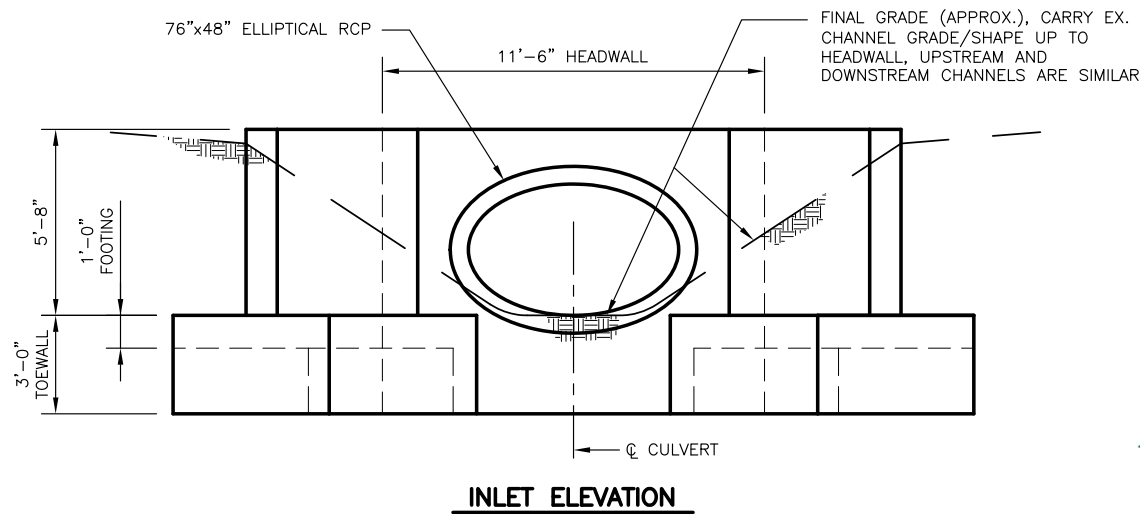
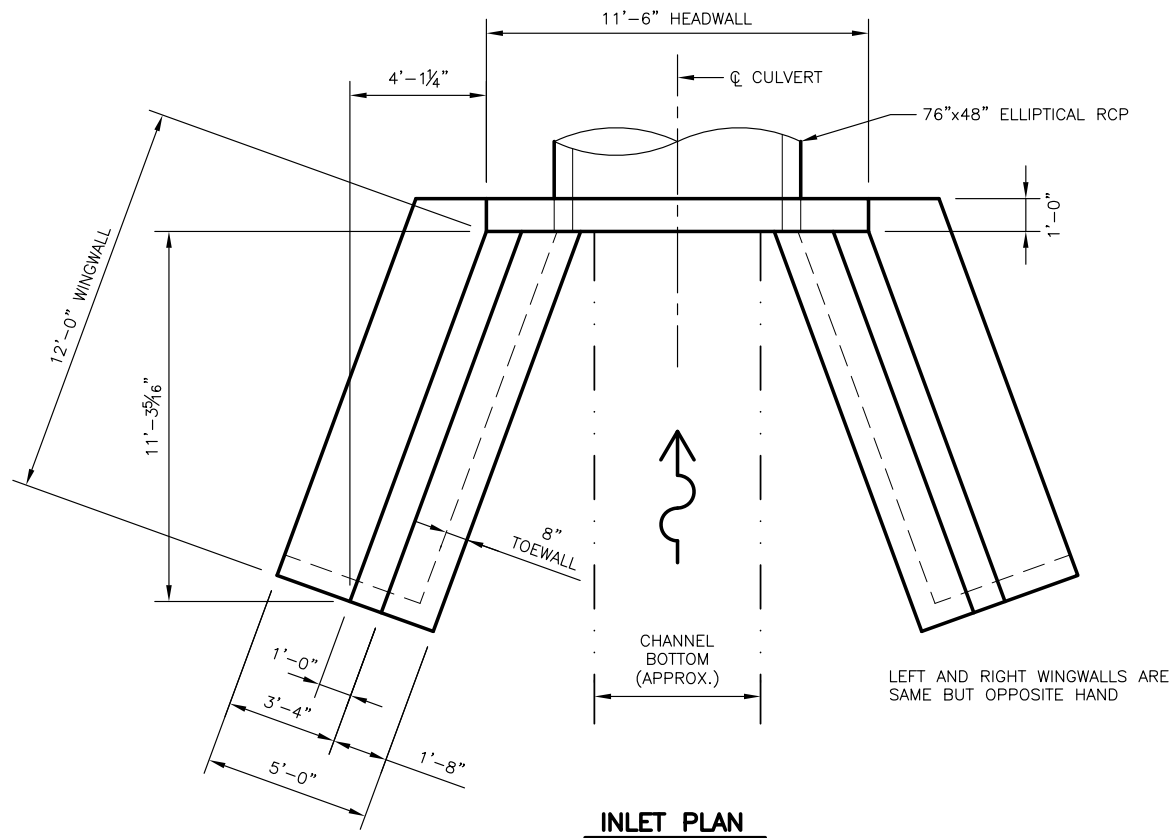




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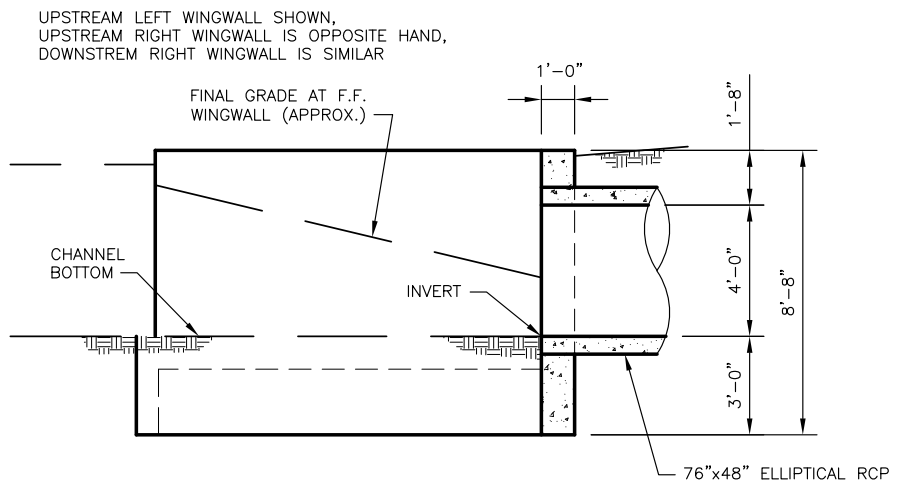


PIPE EXCAVATION AND BACKFILL

* STRUCTURE EXCAVATION, BEDDING, FLOW-FILL, AND STRUCTURE BACKFILL (CLASS 2) RELATED TO THE PIPE CONSTRUCTION WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE BID PRICE OF THE PIPE.

NOTES:


1. SEE OUTLET DETAILS SHEET FOR CULVERT NOTES.
2. STRUCTURE EXCAVATION, STRUCTURE BACKFILL (CLASS 2), AND STRUCTURE BACKFILL (SPECIAL) PAY ITEMS LISTED IN THE SUMMARY OF APPROXIMATE QUANTITIES ARE FOR WORK RELATED TO THE CONCRETE HEADWALL AND WINGWALL STRUCTURES ONLY.
3. STRUCTURE BACKFILL (SPECIAL) SHALL CONSIST OF THE CLAY LINING MATERIAL REQUIRED WITHIN 24" BELOW THE SURFACE OF THE CHANNEL SIDES AND BOTTOM (IN FRONT OF THE HEADWALLS AND WINGWALLS) AS SPECIFIED IN THE FRICO NOTES 14-19 ON THE GENERAL NOTES PLAN SHEET.



WINGWALL ELEVATION

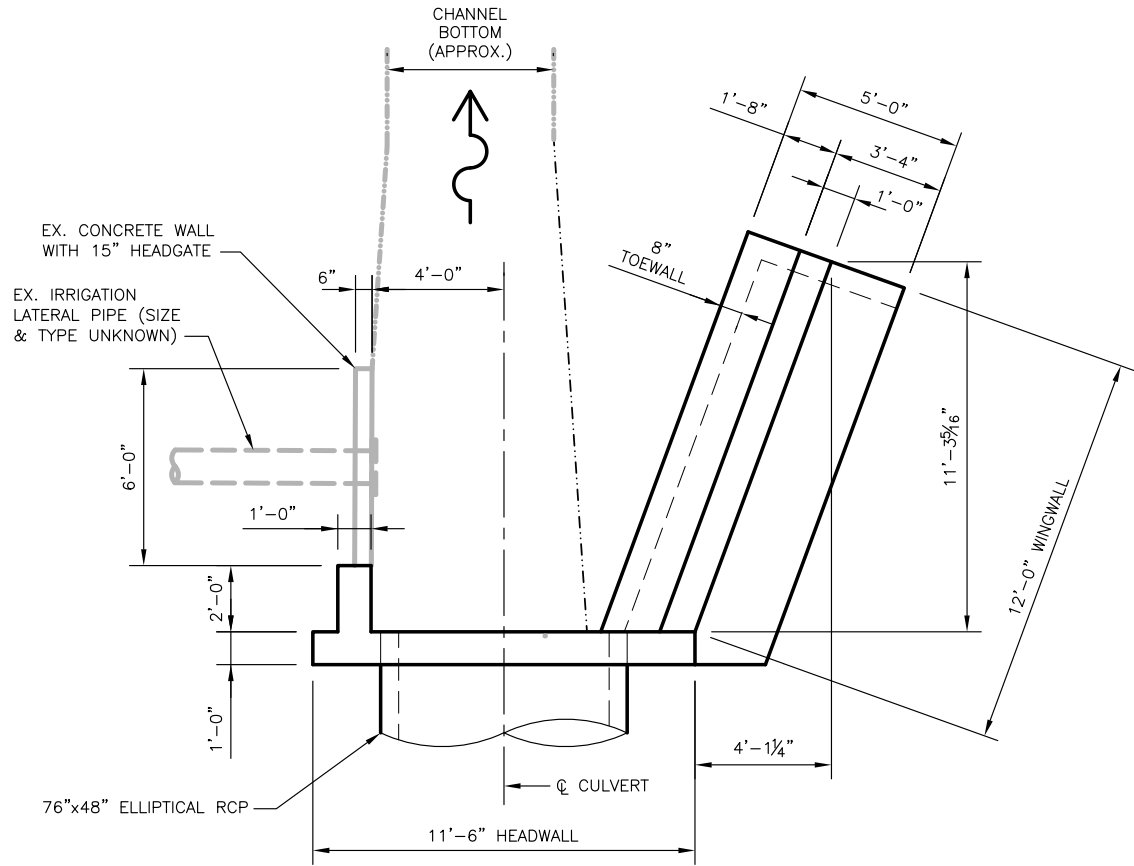
VIEW FROM CENTERLINE OF CHANNEL/CULVERT



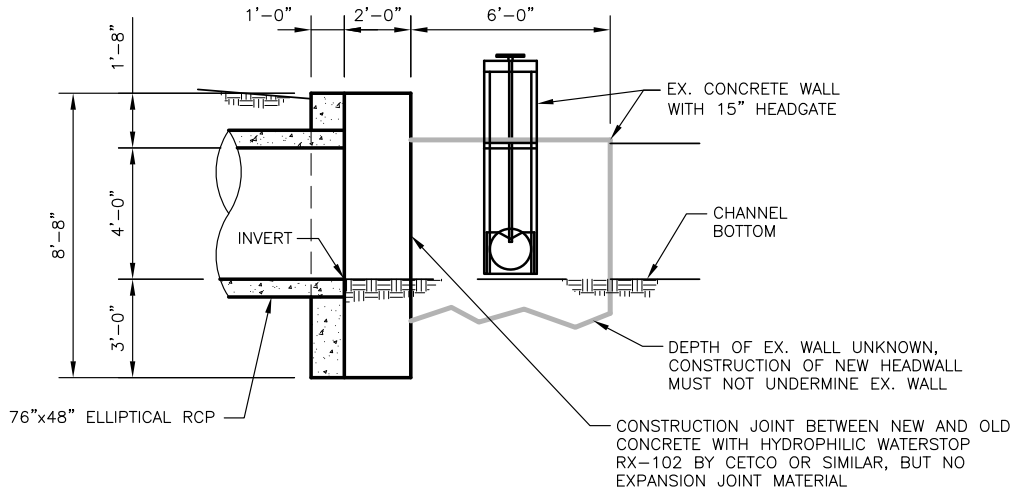
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File Name: Harvest Rd over EBED - North Culvert.DWG		Date:	Comments	Init.		No Revisions:		Designer: MJM		3032.7820	
Horiz. Scale: As Noted						Revised:		Detailer: MJM		MNR19.0-167.6	
Vert. Scale: As Noted						Void:		Sheet Subset: BRIDGE		IMP2021-00001	
								Subset Sheets: __ of __		Sheet Number 8	



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OUTLET PLAN



DOWNSTREAM LEFT WALL ELEVATION

VIEW FROM CENTERLINE OF CHANNEL/CULVERT

CULVERT NOTES:

CONSTRUCTION OF THE CULVERT PIPE, HEADWALLS, AND WINGWALLS SHALL BE IN ACCORDANCE WITH THE INDICATED CDOT M-STANDARD PLANS, EXCEPT AS MODIFIED BY THE DETAILS AND NOTES IN THE PROJECT PLANS, IN ANY SPECIAL PROVISIONS, AND AS SPECIFIED HEREFTER.

M-206-1 EXCAVATION AND BACKFILL FOR STRUCTURES

M-206-1 IS PROVIDED FOR THE EXCAVATION AND BACKFILL OF THE HEADWALLS AND WINGWALLS ONLY. FOR PIPE CONSTRUCTION, REFER TO THE PIPE EXCAVATION AND BACKFILL DETAIL ON THE INLET DETAILS PLAN SHEET.

M-601-10 HEADWALL FOR PIPES

CONCRETE SHALL BE CLASS D (INSTEAD OF CLASS B). FOR THIS PROJECT, CONCRETE CLASS D SHALL HAVE A MAXIMUM WATER TO CEMENT RATIO OF 0.42 (REDUCED FROM THE STANDARD 0.45). SEE ADDITIONAL REQUIREMENTS THAT FOLLOW.

MAXIMUM SPACING OF HORIZONTAL BARS (403 & 404 BARS) SHALL BE REDUCED TO NOT EXCEED 12".

M-601-20 WINGWALLS FOR PIPE OR BOX CULVERTS

WINGWALL GEOMETRY: $L=12'$, $h=k=m=6'$, $\theta=70^\circ$

WALL/STEM THICKNESS SHALL BE INCREASED TO 12".

TRANSVERSE FOOTING DIMENSIONS SHALL BE INCREASED TO $a=1'-8"$, $b=3'-4"$, $w=5'-0"$

WALL c-BARS SHALL BE #4 @ 9" AND COORDINATE WITH FOOTING d-BARS.

36" TOEWALLS ARE REQUIRED.

M-603-2 REINFORCED CONCRETE PIPE

PIPE SHALL BE AT LEAST CLASS III. SEE ADDITIONAL REQUIREMENTS THAT FOLLOW.

DITCH INFRASTRUCTURE INVOLVING CONCRETE CONDUITS AND STRUCTURES SHALL CONFORM TO THE REQUIREMENTS OF ACI 350 "CODE REQUIREMENTS FOR ENVIRONMENTAL ENGINEERING FOR CONCRETE STRUCTURES". THEREFORE, THE FOLLOWING IS REQUIRED FOR THIS PROJECT:

ALL PRECAST CONCRETE FOR PIPE AND CAST-IN-PLACE CONCRETE STRUCTURES MUST HAVE A MAXIMUM WATER TO CEMENT RATIO OF 0.42 AND ACHIEVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,500 PSI.

PRECAST PIPE JOINTS SHALL CONFORM TO ASTM C443 AND BE CAPABLE OF WITHSTANDING A HYDROSTATIC PRESSURE OF 10 PSI.

JOINTS IN THE PIPE CULVERT SHALL BE GROUTED ON THE INSIDE WITH NON-SHRINK GROUT. THE OUTSIDE OF JOINTS SHALL BE WRAPPED WITH A MAC WRAP EXTERNAL SEALING BAND BY MAR MAC OR SIMILAR PRODUCT.

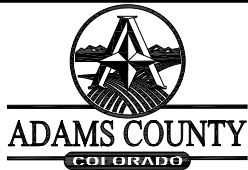
ALL CONSTRUCTION JOINTS IN CAST-IN-PLACE CONCRETE STRUCTURES SHALL HAVE A HYDROPHILIC WATERSTOP SUCH AS WATERSTOP RX-101 (FOR $\leq 8"$ CONCRETE WITH 2 MATS OF REINFORCING STEEL) OR RX-102 (FOR BY $<4"H$ OR $5"V$ CONCRETE WITH 1 MAT OF

REINFORCING STEEL) BY CETCO OR SIMILAR PRODUCT. THIS INCLUDES A HYDROPHILIC WATERSTOP AROUND THE PERIMETER OF THE PIPE AT EACH HEADWALL AND IN THE VERTICAL JOINT BETWEEN THE NEW HEADWALL AND EXISTING HEADGATE WALL. HYDROPHILIC WATERSTOP SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS.

MATERIAL OR PRODUCT SUBMITTALS FOR PRECAST CONCRETE PIPE, CIP CONCRETE MIX DESIGN, JOINTS, ETC., MUST BE MADE BY THE CONTRACTOR AND APPROVED BY THE COUNTY AND DITCH COMPANY.

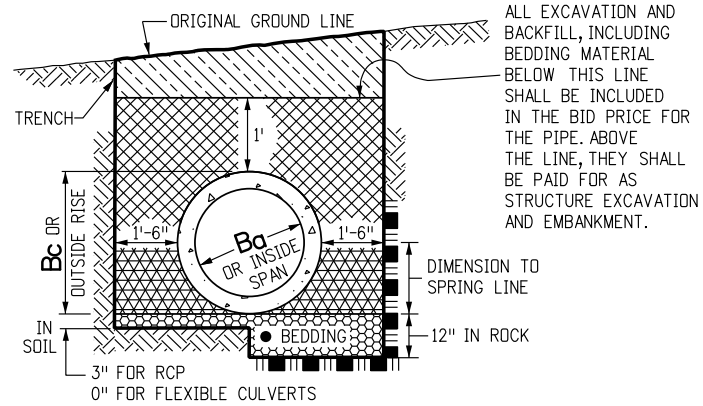


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File Name: Harvest Rd over EBED – North Culvert.DWG										
Horiz. Scale: As Noted	Vert. Scale: As Noted	Date:	Comments	Init.	No Revisions:		Designer:	MJM	Structure	MNR19.0–167.6
		11/8/2021	Add waterstop RX-102	MJM	Revised:		Detailer:	MJM	Numbers	–
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									Sheet Number	9



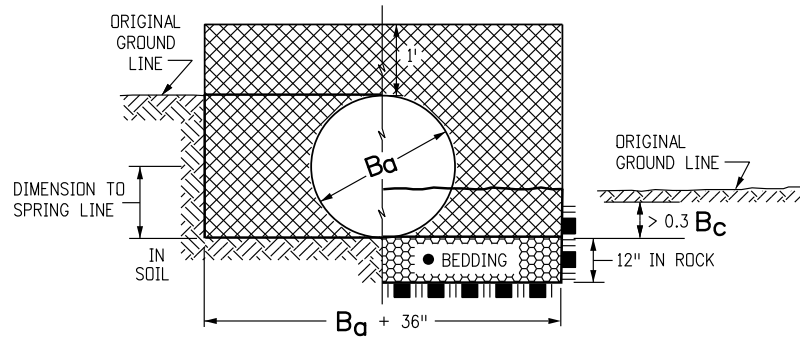
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720-523-6875





PIPE IN TRENCH

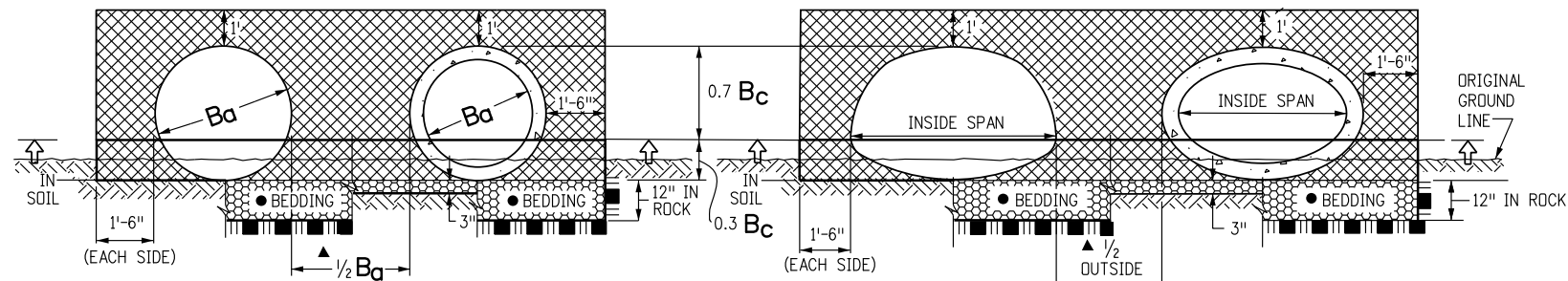
- THE BEDDING MATERIAL FOR RIGID PIPE IN SOIL SHALL BE 3 IN. OF LOOSE STRUCTURE BACKFILL (CLASS 1 OR 2). BEDDING IS NOT REQUIRED FOR FLEXIBLE PIPE IN SOIL. BEDDING MATERIAL FOR RIGID OR FLEXIBLE PIPE IN ROCK SHALL BE 12 IN. OF LOOSE STRUCTURE BACKFILL, CLASS 1.



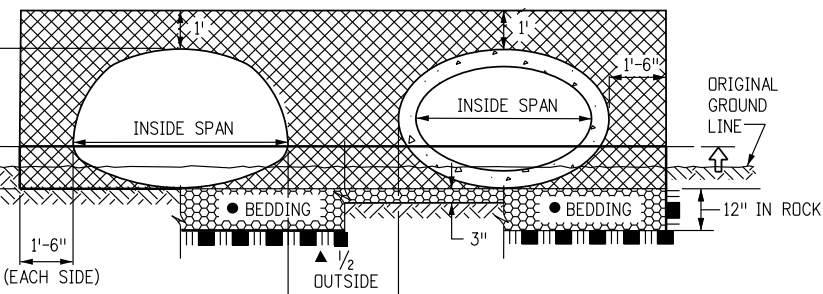
CIRCULAR PIPE

(WHERE ORIGINAL GROUND LINE IS BETWEEN 0.3 Bc AND Bc + 1 FT. ABOVE FLOWLINE)

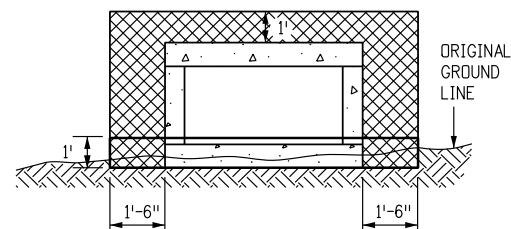
- ▲ WHEN TWO OR MORE CONDUITS ARE LAID SIDE-BY-SIDE, THEY SHALL BE PLACED SO THAT THEY ARE 1/2 OUTSIDE DIAMETER, OR 1/2 OUTSIDE SPAN, OR 3 FT. APART, WHICHEVER IS LESS. HOWEVER, IF END SECTIONS ARE USED, THE MINIMUM SPACING SHALL BE 1 FT. BETWEEN END SECTIONS.



CIRCULAR PIPE IN FILL

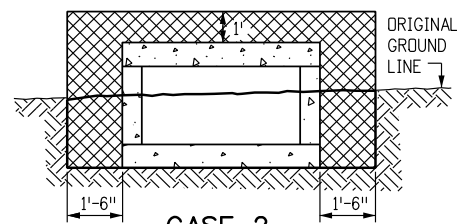


ARCH OR ELLIPTICAL PIPE IN FILL



CASE 1

APPLIES WHEN THE ORIGINAL GROUND LINE IS LESS THAN 1 FT. ABOVE THE BOTTOM OF THE BOX CULVERT. THE EMBANKMENT SHALL BE BUILT UP TO 1 FT. ABOVE THE BOTTOM OF THE BOX CULVERT AND THEN EXCAVATED TO THE BOTTOM OF THE BOX CULVERT. THIS EMBANKMENT AND EXCAVATION WILL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE WORK.

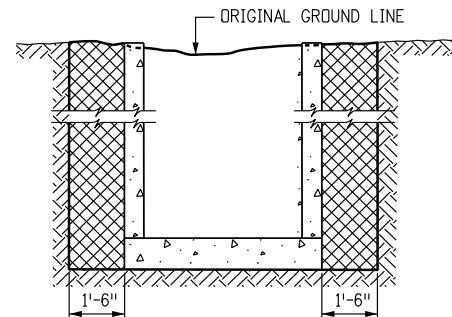


CASE 2

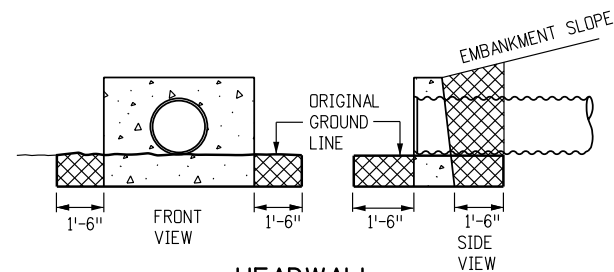
APPLIES WHEN THE ORIGINAL GROUND LINE IS MORE THAN 1 FT. ABOVE THE BOTTOM OF THE BOX CULVERT.

CONCRETE BOX CULVERT

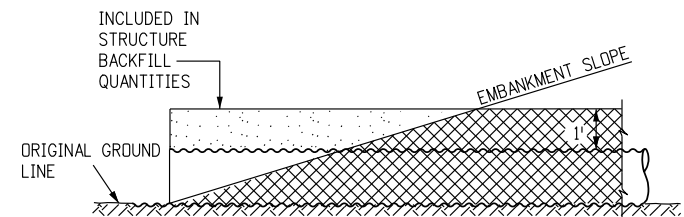
IN BOTH CASES, THE TRENCH (OUTLINED BY THE THICK SOLID LINE) SHALL THEN BE EXCAVATED TO ACCOMMODATE CONSTRUCTION OF THE BOX CULVERT.



DROP INLETS AND DIVISION BOXES



HEADWALL



END OF PIPE

GENERAL NOTES

1. EXCAVATION AND BACKFILL PATTERNS DIFFERENT FROM THOSE INDICATED ON THESE SHEETS WILL BE SHOWN ELSEWHERE ON THE PLANS.
2. EXCAVATION FOR CHANNEL CHANGE OR CHANNEL IMPROVEMENT WILL BE EITHER UNCLASSIFIED EXCAVATION OR MUCK EXCAVATION AND WILL BE NOTED ON THE PLANS. EXCAVATION FROM THE CHANNEL FLOWLINE TO THE DEPTH REQUIRED FOR THE NEW STRUCTURE AND INCIDENTAL CHANNEL EXCAVATION WILL BE PAID FOR AS STRUCTURE EXCAVATION.
3. STRUCTURE FOOTINGS WHICH ARE LOCATED IN ROCK SHALL BE POURED OUT TO UNDISTURBED ROCK WITHOUT FORMING IN CONFORMANCE WITH SUBSECTION 601.09(b).
4. STRUCTURAL PLATE CULVERTS SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS.
5. Ba EQUALS THE INSIDE DIAMETER OF A PIPE AND Bc EQUALS THE OUTSIDE DIAMETER OF A PIPE. FOR THIN WALLED PIPES, IT IS ASSUMED THAT Ba = Bc.
6. APPROXIMATE STRUCTURE EXCAVATION AND BACKFILL QUANTITIES, UP TO 1 FT. OVER THE PIPE WILL BE SHOWN ON THE PLANS, FOR INFORMATION ONLY.

LEGEND

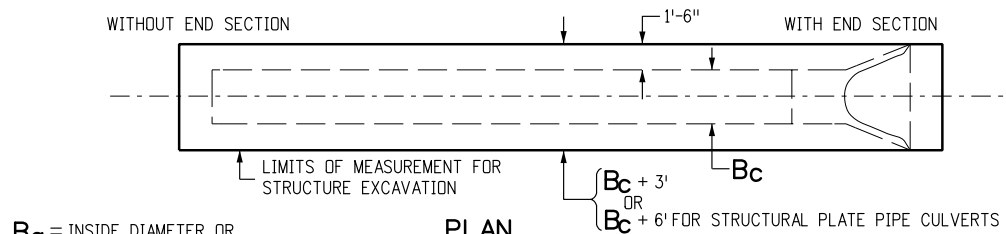
STRUCTURE EXCAVATION LIMITS	ROCK
STRUCTURE BACKFILL, CLASS 1 OR 2, AS SHOWN ON PLANS	BEDDING
STRUCTURE BACKFILL, CLASS 1	CONCRETE
EMBANKMENT MATERIAL	
EARTH	

= WHEN FLOW LINE OF CULVERT IS LESS THAN 0.3 Bc BELOW THE ORIGINAL GROUND LINE, EMBANKMENT SHALL BE BUILT UP TO 0.3 Bc ABOVE THE FLOW LINE AND TRENCH EXCAVATED TO THE BOTTOM OF PIPE OR AS SHOWN.

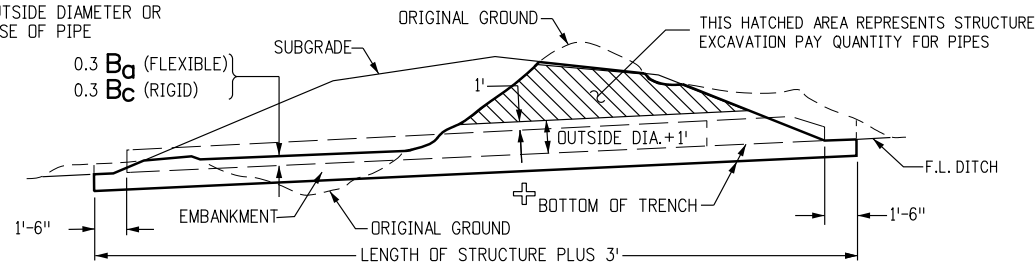
CONDUIT WITH END SECTIONS

Computer File Information		<div><div></div><div></div></div> <div>(R-X)</div> <div>(R-X)</div> <div>(R-X)</div> <div>(R-X)</div>	Sheet Revisions		<div><div><div></div><div></div></div><div>Colorado Department of Transportation</div><div>2829 West Howard Place</div><div>CDOT HQ, 3rd Floor</div><div>Denver, CO 80204</div><div>Phone: 303-757-9021 FAX: 303-757-9868</div><div>Project Development Branch</div><div>JBK</div></div>	EXCAVATION AND BACKFILL FOR STRUCTURES	STANDARD PLAN NO.
Creation Date: 07/31/19	Date:		Comments	M-206-1			
Designer Initials: JBK				Standard Sheet No. 1 of 2			
Last Modification Date: 07/31/19				Issued by the Project Development Branch: July 31, 2019			
Detailer Initials: LTA							
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English						Project Sheet Number:	





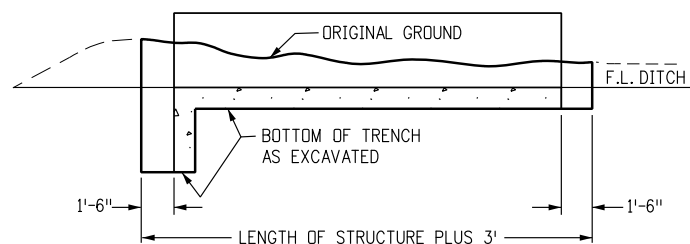
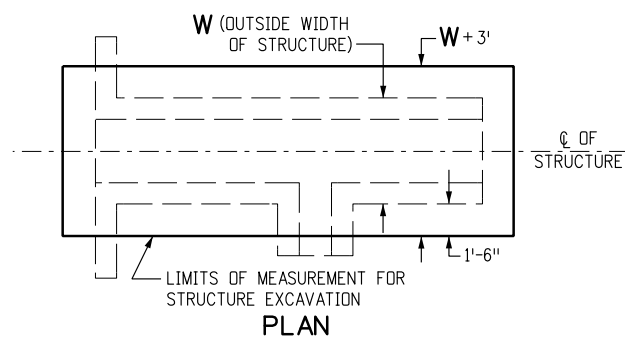
B_a = INSIDE DIAMETER OR INSIDE SPAN OF PIPE
 B_c = OUTSIDE DIAMETER OR RISE OF PIPE



PROFILE

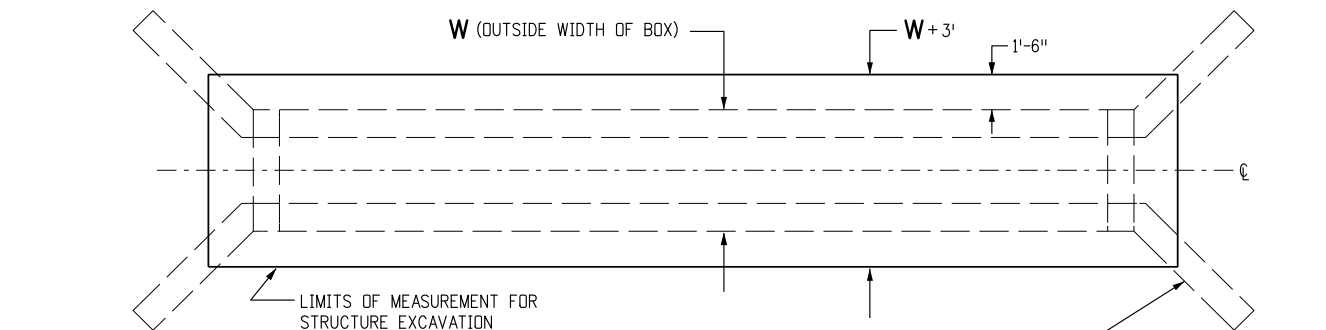
FOR APPLICABLE LIMITS OF STRUCTURE EXCAVATION, SEE BEDDING DETAILS ON SHEET 1 OF THESE DETAILS. STRUCTURE EXCAVATION UP TO 1 FT. ABOVE THE TOP OF THE PIPE SHALL BE INCLUDED IN THE BID PRICE OF THE PIPE.

STRUCTURE EXCAVATION MEASUREMENT FOR PIPE CULVERTS



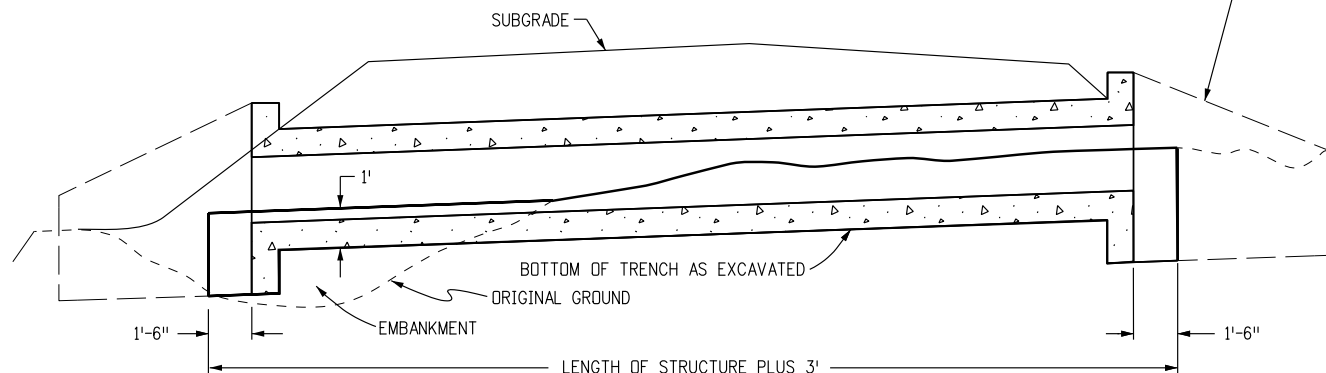
PROFILE

STRUCTURE EXCAVATION MEASUREMENT FOR DIVISION BOXES



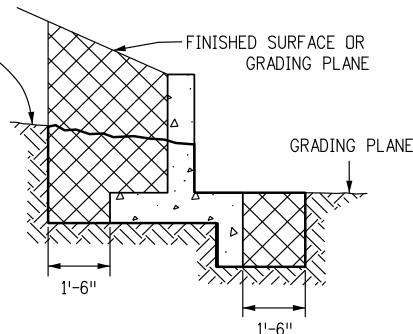
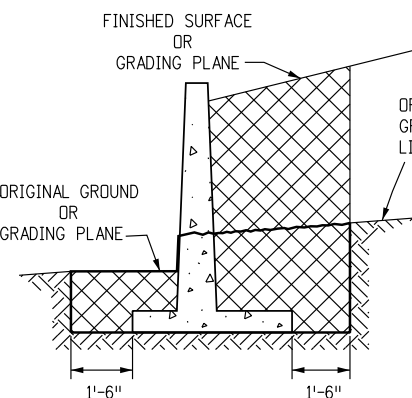
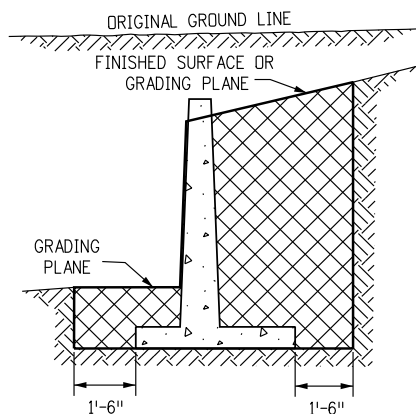
PLAN

SEE DETAILS FOR STRUCTURE EXCAVATION AND BACKFILL FOR WINGWALLS



PROFILE

STRUCTURE EXCAVATION MEASUREMENT FOR CONCRETE BOX CULVERTS



RETAINING WALL IN CUT & IN PARTIAL CUT

ANY ADDITIONAL EXCAVATION BEHIND THE LIMITS SHOWN SHALL BE FILLED WITH CLASS I BACKFILL MATERIAL. THE ADDITIONAL EXCAVATION AND BACKFILL WILL NOT BE MEASURED AND PAID FOR.

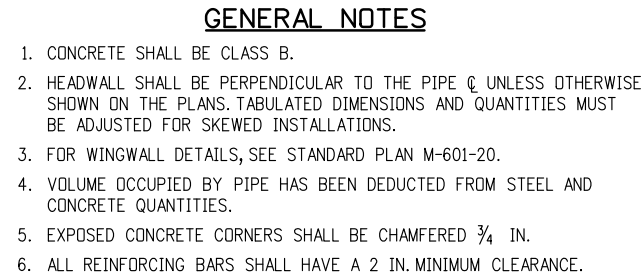
WINGWALL

LEGEND

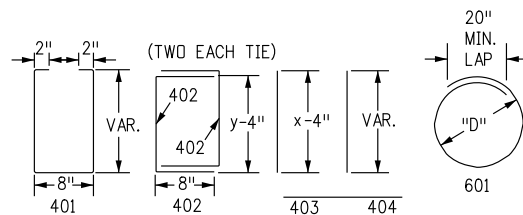
- STRUCTURE EXCAVATION LIMITS
- STRUCTURE BACKFILL, CLASS 1 OR 2, AS SHOWN ON PLANS
- CONCRETE

Computer File Information		<div><div><div></div><div></div></div><div><div></div><div></div></div></div> <div><div></div><div></div></div>	Sheet Revisions		<div><div><div></div><div></div></div><div><div></div><div></div></div></div> <div><div></div><div></div></div> <div>Colorado Department of Transportation</div> <div>2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868</div> <div>Project Development Branch</div> <div>JBK</div>	EXCAVATION AND BACKFILL FOR STRUCTURES		STANDARD PLAN NO.	
Creation Date: 07/31/19			Date:	Comments				M-206-1	
Designer Initials: JBK	(R-X)							Standard Sheet No. 2 of 2	
Last Modification Date: 07/31/19	(R-X)								
Detailer Initials: LTA	(R-X)								
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)							Project Sheet Number:	





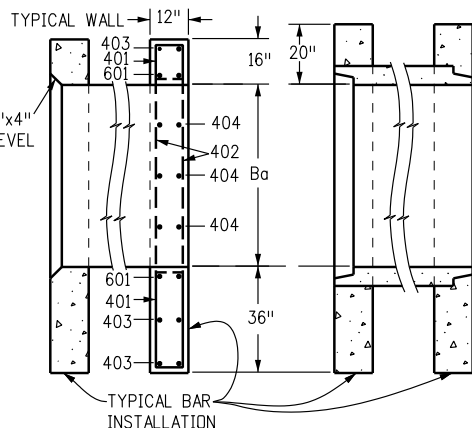
EQUIV. Ba IN.	DIMENSIONS								QUANTITIES			
	SPAN IN.	RISE IN.	X FT.-IN.	A IN.	X ₁ FT.-IN.	A ₁ IN.	y FT.-IN.	B IN.	CONCRETE		STEEL ■	
									SGL CU. YD.	DBL CU. YD.	SGL LBS.	DBL LBS.
72	81	59	10-9	8½	20-6	7	9-3	17½	2.72	5.10	250	467
78	87	63	11-3	11½	21-6	7	9-7	10½	2.85	5.34	275	531
84	95	67	11-9	8½	22-10	9	9-11	12½	3.08	5.79	290	547
90	103	71	12-7	7½	24-2	11	10-3	15	3.30	6.21	321	591
96	112	75	13-4	12	25-8	8	10-7	16½	3.52	6.65	314	606
102	117	79	13-9	8½	26-6	7	10-11	9½	3.63	6.86	356	672
108	128	83	14-8	8	28-4	12	11-3	11½	3.96	7.51	376	699



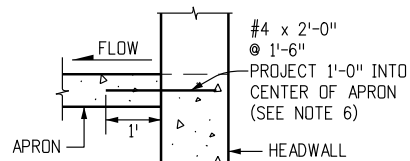
"D" = RIGID PIPE = $B_c + 6"$
 FLEXIBLE PIPE = $B_a + 8"$
 FLEXIBLE ARCH = SPAN + $8"$
 STRUCTURAL PLATE ARCH = RISE + $8"$



EQUIV. Ba IN.	DIMENSIONS								QUANTITIES			
	SPAN FT.-IN.	RISE FT.-IN.	X FT.-IN.	A IN.	X ₁ FT.-IN.	A ₁ IN.	y FT.-IN.	B IN.	CONCRETE		STEEL	
									SGL CU. YD.	DBL CU. YD.	SGL LBS.	DBL LB.
66 75	6-1 7-0	4-7 5-1	10-1 11-0	10 1/2	19-2 21-0	11 10	8-11 9-5	15 1/2 9 1/2	2.52 2.80	4.70 5.25	232 242	42 50
84 93	7-11 8-10	5-7 6-1	11-11 12-10	9 1/2	22-10 24-8	9 8	9-11 10-5	12 1/2 15 1/2	3.08 3.36	5.79 6.33	291 309	54 62
102 111	9-9 10-11	6-7 7-1	13-9 14-11	8 1/2 9 1/2	26-6 28-10	7 9	10-11 11-5	9 1/2 12 1/2	3.63 4.05	6.86 7.67	379 377	67 71
120 132	11-10 12-10	7-7 8-4	15-10 16-10	9 9	30-8 32-8	8 8	11-11 12-8	15 1/2 11	4.36 4.75	8.28 9.03	395 441	73 83
141 150	14-1 15-4	8-9 9-3	18-1 19-4	10 1/2 12	35-2 37-8	11 8	13-1 13-7	13 1/2 16 1/2	5.17 5.69	9.86 10.88	448 530	93 101
159	15-10	9-10	19-10	9	38-8	8	14-2	11	5.89	11.25	540	95

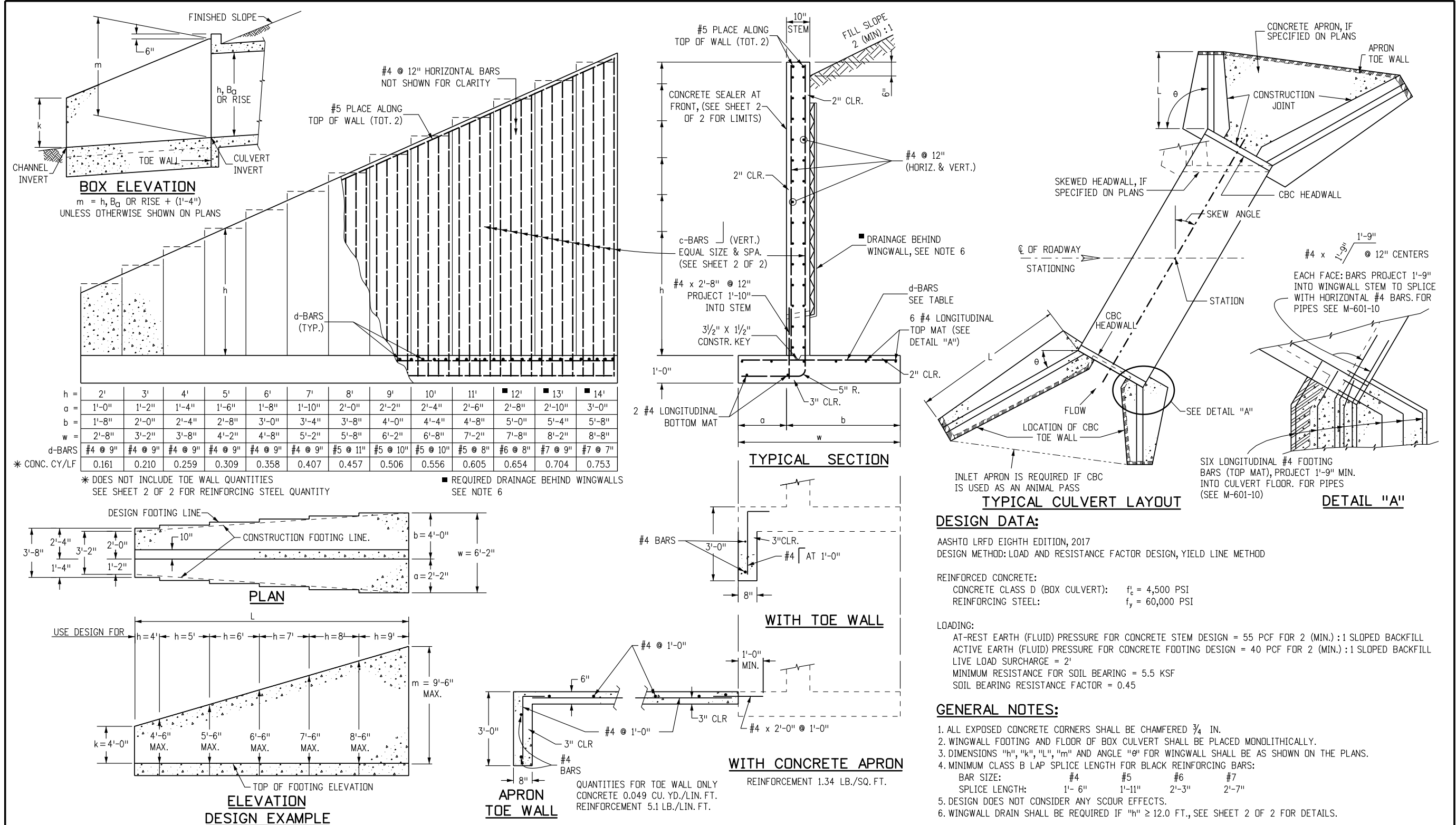


DIMENSIONS						QUANTITIES				
Ba IN.	X FT.-IN.	A IN.	X ₁ FT.-IN.	A ₁ IN.	y FT.-IN.	B IN.	CONCRETE		STEEL ■	
							SG. CU. YD.	DBL CU. YD.	SGL LBS.	DBL LBS.
54 60	8-6 9-0	7 10	15-3 16-6	11 ¹ / ₂ 7	8-10 9-4	15 18	2.19 2.38	3.81 4.25	211 217	358 396
66 72	9-6 10-0	7 10	17-9 19-0	8 ¹ / ₂ 10	9-10 10-4	12 15	2.58 2.78	4.70 5.17	252 255	454 479
78 84	10-6 11-0	7 10	20-0 21-0	10 10	10-10 11-4	18 12	2.98 3.19	5.56 5.95	276 297	492 553
90 96	11-6 12-0	7 10	22-0 23-0	10 10	11-10 12-4	15 18	3.40 3.62	6.36 6.79	317 321	517 597
102 108	12-6 13-0	7 10	24-0 25-0	10 10	12-10 13-4	12 15	3.84 4.06	7.21 7.63	364 362	663 738



SKEW ANGLE A°	90	85	80	75	70	65	60	55	50	45	40	35	30
FACTOR (cosecA°)	1.000	1.004	1.015	1.035	1.064	1.103	1.155	1.221	1.305	1.414	1.556	1.743	2.000

Computer File Information		<div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div></div>	Sheet Revisions		<div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div>Colorado Department of Transportation</div><div>2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868</div><div>Project Development Branch</div><div>JBK</div></div></div>	<div>HEADWALL FOR PIPES</div>		STANDARD PLAN NO.		
Date: Comments			M-601-10							
			Standard Sheet No. 1 of 1							
Creation Date: 07/31/19			(R-X)				<div>Issued by the Project Development Branch: July 31, 2019</div>		<div>Project Sheet Number:</div>	
Designer Initials: JBK			(R-X)							
Last Modification Date: 07/31/19			(R-X)							
Detailer Initials: LTA		(R-X)								
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English										



Computer File Information			Sheet Revisions			Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	WINGWALLS FOR PIPE OR BOX CULVERTS		STANDARD PLAN NO.
Creation Date: 07/31/19			Date:		Comments				M-601-20
Designer Initials: JBK	(R-X)								Standard Sheet No. 1 of 2
Last Modification Date: 07/31/19	(R-X)								
Detailer Initials: LTA	(R-X)								
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)					Issued by the Project Development Branch: July 31, 2019	Project Sheet Number:		



EXAMPLE:

SELECT THE c-BARS SIZE, SPACING AND STEEL QUANTITY FOR A 25.0 FEET LONG WINGWALL WITH $m = 11.8$ FT. AND $k = 6.3$ FT.

SOLUTION:

1. DETERMINE WINGWALL LENGTH IN MULTIPLE OF m :
 $L / m = 25.0 / 11.8 = 2.12$
 $L = (2.12 \times m)$, USE $L \leq (2.25 \times m)$
2. ROUND TO NEAREST WHOLE NUMBER FOR m AND k :
 $m = 11.8$ FT., USE $m = 12.0$ FT.
 $k = 6.3$ FT., USE $k = 6.0$ FT.
3. DETERMINE c-BARS BY USING THE TABLE:
 $L \leq (2.25 \times m)$
 $m = 12$
 $k = 6$
c-BARS: #6 @ 10"
REINF. STEEL = 60.60 LB / LF
4. DETERMINE REINFORCING STEEL QUANTITY OF WHOLE WINGWALL:
REINFORCING STEEL QUANTITY = $25.0 \times 60.60 = 1,515$ LB.

APPLY CONCRETE SEALER

1'-0"

3'-0" MAX.

PLASTIC DRAINAGE CORE

GEOTEXTILE (DRAINAGE) (CLASS 2) SHALL BE ON EMBANKMENT SIDE OR ON BOTH SIDE OF CORE

2%

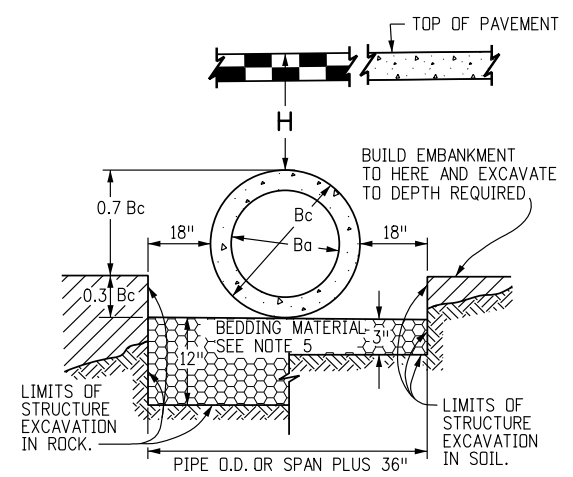
3" Ø DRAIN HOLE, 20'-0" MAX. CENTER TO CENTER, LOCATE 0'-6" ABOVE FINISHED GRADE OR APRON.

LIMITS OF CONCRETE SEALER AND WINGWALL DRAIN DETAILS

NOTES: 1. THE GEOCOMPOSITE SHALL BE SECURED TO THE WALL TO PREVENT MOVEMENT DURING BACKFILLING.

2. COST OF GEOCOMPOSITE DRAIN AND CONCRETE SEALER SHALL BE INCLUDED IN THE WORK.





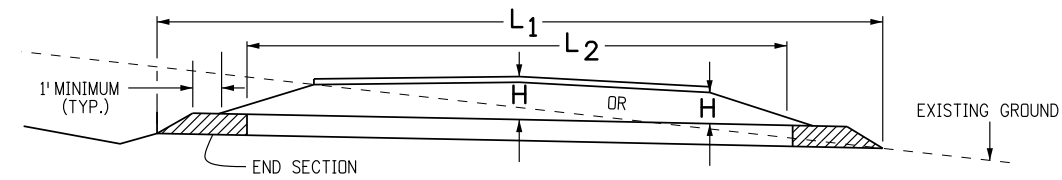
NOTE: Bc IS THE OUTSIDE DIMENSION FOR DIAMETER, SPAN OR RISE.

PIPE INSTALLATION
(WITH 0.7 PROJECTION RATIO)

CIRCULAR (CIR)			VERTICAL ELLIPTICAL (VE)				HORIZONTAL ELLIPTICAL (HE)			
△ PIPE SIZE= Ba (INSIDE DIA)	WALL THICKNESS	0.3 Bc (OUTSIDE DIA)	SPAN	RISE	WALL THICKNESS	0.3 OUTSIDE RISE	SPAN	RISE	WALL THICKNESS	0.3 OUTSIDE RISE
IN.		FT.	IN.		FT.		IN.		FT.	
12	2	0.40					23	14	2-3/4	0.49
15	2-1/4	0.49								
18	2-1/2	0.58								
21	2-3/4	0.66								
24	3	0.75					30	19	3-1/4	0.66
27	3-1/4	0.84					34	22	3-1/2	0.73
30	3-1/2	0.92					38	24	3-3/4	0.79
33	3-3/4	1.01								
36	4	1.10					45	29	4-1/2	0.95
42	4-1/2	1.28	29	45	4-1/2	1.35				
48	5	1.45	34	53	5-1/2	1.58	53	34	5	1.10
			38	60		1.78	60	38	5-1/2	1.23
54	5-1/2	1.62	43	68	6	2.00	68	43	6	1.38
60	6	1.80	48	76	6-1/2	2.23	76	48	6-1/2	1.53
66	6-1/2	1.97	53	83	7	2.43	83	53	7	1.68
72	7	2.15	58	91	7-1/2	2.65	91	58	7-1/2	1.83
78	7-1/2	2.32	63	98	8	2.85	98	63	8	1.98
84	8	2.50	68	106	8-1/2	3.08	106	68	8-1/2	2.13
90	8-1/2	2.68	72	113	9	3.28	113	72	9	2.25
96	9	2.85	77	121	9-1/2	3.50	121	77	9-1/2	2.40
102	9-1/2	3.02	82	128	9-3/4	3.69	128	82	9-3/4	2.54
108	10	3.20	87	136	10	3.90	136	87	10	2.68

△ ALSO EQUIVALENT ROUND DIMENSION FOR ELLIPTICAL PIPE.

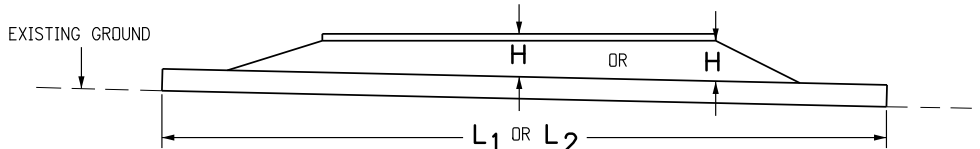
DIMENSIONS FOR REINFORCED CONCRETE PIPE
(FOR INFORMATION ONLY)



CONCRETE PIPE WITH END SECTIONS

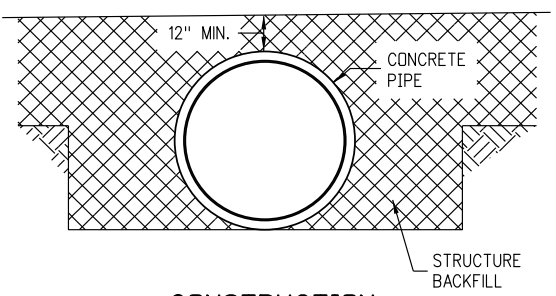
NOTE: USE THE H THAT IS GREATER FOR MAXIMUM ALLOWABLE FILL HEIGHT.

- H = HEIGHT OF FILL OVER TOP OF PIPE, INCLUDING PAVEMENT THICKNESS.
L1 = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 624.
L2 = LENGTH OF PIPE TO BE MEASURED WHEN PLACED IN ACCORDANCE WITH SECTION 603.



CONCRETE PIPE WITHOUT END SECTIONS

NOTE: USE THE H THAT IS GREATER FOR MAXIMUM ALLOWABLE FILL HEIGHT.



**CONSTRUCTION
MINIMUM COVER FOR RIGID PIPE**

TYPE OF PIPE	HEIGHT OF FILL OVER TOP OF PIPE, H (FEET)				
	CLASS OF PIPE (0.01 IN. CRACK D-LOAD)				
	CLASS CIR II CLASS VE II CLASS HE II	CLASS CIR III CLASS VE III CLASS HE III	CLASS CIR IV CLASS VE IV CLASS HE IV	CLASS CIR V CLASS VE V	CLASS VE VI
	1000 D	1350 D	2000 D	3000 D	4000 D
CIRCULAR (CIR)	1 TO 18	1 TO 25	± 25 TO 37	± 37 TO 45	
VERTICAL ELLIPTICAL (VE)	1 TO 18	1 TO 25	± 25 TO 37	± 37 TO 45	± 45 TO 62
HORIZONTAL ELLIPTICAL (HE)	1 TO 18	1 TO 25	± 25 TO 37		

**ALLOWABLE RANGE OF HEIGHTS FOR FILL
OVER REINFORCED CONCRETE PIPE**

(ALL SIZES)

**GENERAL NOTES
REINFORCED CONCRETE PIPE**

1. FILL HEIGHTS GREATER THAN MAXIMUM ALLOWED IN THE HEIGHTS OF FILL TABLE ON THIS SHEET REQUIRE SPECIAL DESIGN OF STRUCTURE.
2. PIPE DESIGN IS BASED ON SAFETY FACTOR OF 1.33 ON ULTIMATE STRENGTH.
3. THE HEIGHTS OF FILL OVER TOP OF PIPE ARE BASED ON UNIT WEIGHT OF SOIL AT 135 LBS. PER CUBIC FT.
4. PIPE CLASS IS DETERMINED FROM 0.01 IN. CRACK D-LOAD.
5. BEDDING IS CLASS B (MODIFIED) (FROM CONCRETE PIPE DESIGN MANUAL-AMERICAN CONCRETE PIPE ASSOCIATION) WITH SETTLEMENT RATIO R = 0.0_{sd} (YIELDING BED). BEDDING MATERIAL FOR RIGID PIPE IN SOIL SHALL BE 3 IN. LOOSE THICKNESS STRUCTURE BACKFILL CLASS 2. BEDDING MATERIAL FOR RIGID PIPE IN ROCK SHALL BE 12 IN. LOOSE THICKNESS STRUCTURE BACKFILL CLASS 1.
6. CHANGES IN DESIGN FACTORS REQUIRE COMPENSATING CHANGES IN PIPE DESIGN.
7. MINIMUM WALL THICKNESS DIMENSIONS ARE BASED ON AASHTO M 170 (WALL B) FOR CIRCULAR PIPE, AND AASHTO M 207 FOR ELLIPTICAL PIPE.
8. SPACING FOR MULTIPLE PIPE INSTALLATIONS SHALL CONFORM TO THE DETAILS SHOWN ON STANDARD PLAN M-206-1.
9. WHEN A PIPE IS TO BE EXTENDED, THE SAME PIPE MATERIAL AND SIZE AS IN THE ORIGINAL PIPE INSTALLATION SHALL BE USED.

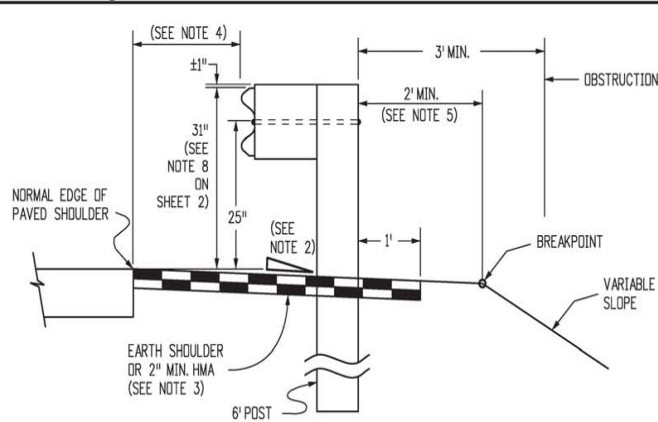
NONREINFORCED CONCRETE PIPE

1. AT THE OPTION OF THE CONTRACTOR, NONREINFORCED CONCRETE PIPE CONFORMING TO AASHTO M 86 MAY BE USED IN LIEU OF REINFORCED CONCRETE PIPE FOR ALL SIZES 36 INCHES IN DIAMETER AND SMALLER. THE NONREINFORCED CONCRETE PIPE SHALL MEET THE SAME D-LOAD TO PRODUCE THE ULTIMATE LOAD UNDER THE THREE-EDGE BEARING METHOD AS SPECIFIED FOR REINFORCED CONCRETE PIPE IN CONFORMANCE WITH AASHTO M 170. THE CONTRACTOR SHALL PROVIDE WRITTEN CERTIFICATION OF CONFORMANCE. THE WALL THICKNESS OF THE NONREINFORCED PIPE MAY BE INCREASED AS REQUIRED TO MEET D-LOAD REQUIREMENT.
2. ALL REQUIREMENTS FOR REINFORCED CONCRETE PIPE, EXCEPT THOSE REFERRING TO REINFORCEMENT, SHALL APPLY TO NONREINFORCED CONCRETE PIPE.

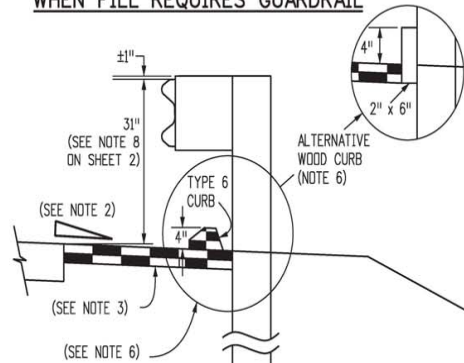
Computer File Information		Sheet Revisions		Colorado Department of Transportation		REINFORCED CONCRETE PIPE	STANDARD PLAN NO.	
Creation Date: 07/31/19		Date:	Comments	2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868	Project Development Branch		M-603-2	
Designer Initials: JBK	(R-X)						Standard Sheet No. 1 of 1	
Last Modification Date: 07/31/19	(R-X)							
Detailer Initials: LTA	(R-X)							
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)			Project Development Branch		Issued by the Project Development Branch: July 31, 2019	Project Sheet Number:	



6.1

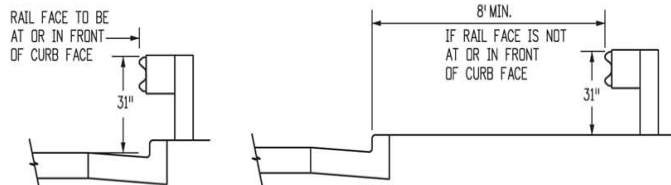


**NORMAL ROADSIDE INSTALLATION
WHEN FILL REQUIRES GUARDRAIL**



OPTION A

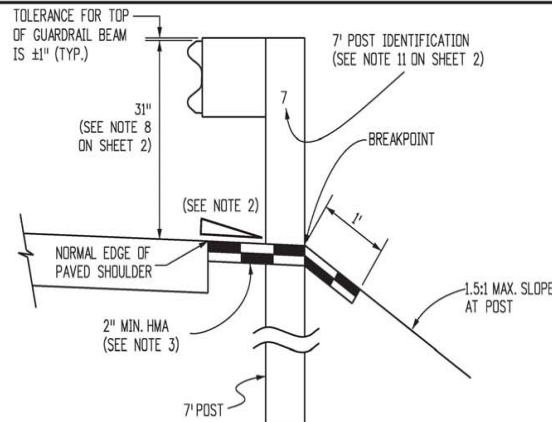
**ROADSIDE INSTALLATION
WITH EROSION CONTROL CURB**



URBAN ROADSIDE INSTALLATION WITH CURB AND GUTTER

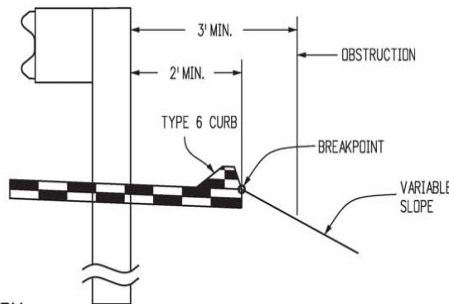
LOCATION	SPACING
ALL LOCATIONS EXCEPT BRIDGE RAIL LOCATIONS	6'-3"
BRIDGE OR STRUCTURE APPROACH	SEE SHEETS 11 & 19

NORMAL CENTER-TO-CENTER POST SPACING

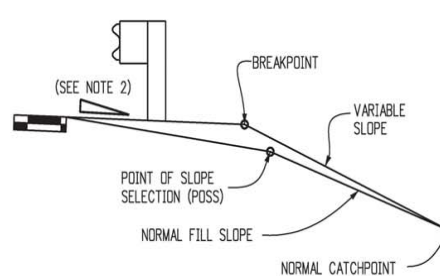


**RESTRICTIVE ROADSIDE INSTALLATION
WITH 7 FOOT GUARDRAIL POSTS**

(SEE NOTE 5)



OPTION B (PREFERRED)



EMBANKMENT WITH GUARDRAIL

(NOTE: THE CATCHPOINT REMAINS THE SAME AS THAT FOR "NORMAL" FILL SLOPE. FOR THE WIDER "Z" DISTANCES, THE VARIABLE SLOPE MAY "CATCH" AT THE POSS.)

GENERAL NOTES (CONTINUE ON SHEET 2)

- ALL GUARDRAILS SHOWN ARE MASH 2016 TL-3 COMPLIANT.
- RATE OF SLOPE DEPENDS ON GUARDRAIL LOCATION:
 - FOR GUARDRAIL FACE 2 FT. OR LESS FROM THE NORMAL EDGE OF PAVED SHOULDER, CONTINUE THE RATE OF SLOPE OF THE NORMAL PAVED SHOULDER TO THE BREAKPOINT.
 - FOR GUARDRAIL FACE MORE THAN 2 FT. FROM THE NORMAL EDGE OF THE PAVED SHOULDER, THE SLOPE SHALL BE 10:1 OR FLATTER.
- WHEN SPECIFIED ON THE PLANS, EXTEND A 2 IN. MINIMUM THICKNESS PAVED SURFACE TO 1 FT. BEHIND THE GUARDRAIL POSTS OR TO THE EROSION CONTROL CURB AS SHOWN ON PLANS. ASPHALT CUTTING & PATCHING OR OTHER APPROVED METHOD SHALL BE USED TO MINIMIZE DAMAGE TO ALL PAVED SURFACES UNDER GUARDRAIL INSTALLATIONS. ALL REPAIRS TO THE PAVED AREA WILL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE WORK. A MINIMUM 3 IN. THICK FIBER REINFORCED CONCRETE PAVEMENT MAY ALSO BE USED FOR PAVING BENEATH THE GUARDRAIL. INSTALL THE POST IN A 1/2 IN. OVERSIZED FORMED HOLE FOR GUARDRAIL RUNS AND TERMINALS AS DIRECTED. PAYMENT FOR THIS PAVED SURFACE WILL BE MADE UNDER A PAVEMENT OR CONCRETE PAY ITEM WITH QUANTITIES SHOWN ON THE PLANS.

- THE MINIMUM GUARDRAIL OFFSET FROM PAVED SHOULDER EDGE SHALL BE:
 - 0 FT. FOR SHOULDERS 8 FT. OR WIDER
 - 2 FT. FOR SHOULDERS 6 FT. OR LESS

THE GUARDRAIL OFFSET FROM PAVED INSIDE SHOULDER EDGE OF A DIVIDED HIGHWAY SHALL BE:

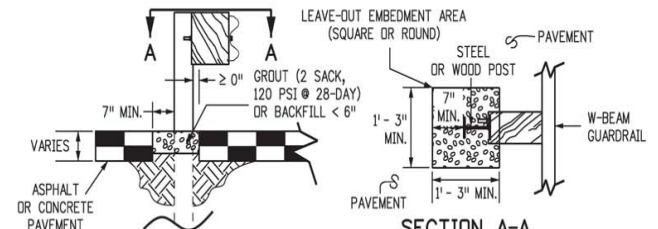
- 0 FT. MINIMUM FOR SHOULDERS 6 FT. OR WIDER
- 2 FT. DESIRABLE FOR 4 FT. SHOULDERS

THE ABOVE 2 FT. GUARDRAIL TO SHOULDER OFFSET IS DESIRABLE BUT NOT REQUIRED FOR:

- FOR AN EXISTING HIGHWAY WITH A DESIGN SPEED LESS THAN 50 MPH, THE MINIMUM OFFSET IS 4 FT. FROM THE TRAVELED WAY.
- FOR A ONE-WAY ONE-LANE RAMP, AND WHERE ONE OR MORE OF THE FOLLOWING ARE TRUE:
 - THE NON-OFFSET GUARDRAIL BEGINS AT LEAST 100 FT. BEYOND RAMP NOSE.
 - THE NON-OFFSET GUARDRAIL IS NOT LOCATED ON THE RAMP EXIT OR ENTRANCE CURVE CONNECTION TO THE MAJOR HIGHWAY.
 - THE RAMP SHOULDERS ARE 4 FT. OR WIDER.

USE OF GREATER THAN MINIMUM OFFSET DIMENSIONS IS ENCOURAGED TO MEET THE DESIRABLE GOAL OF PLACING THE GUARDRAIL AS FAR AS POSSIBLE FROM THE TRAVEL WAY, EVEN FOR SHORT DISTANCES, WHILE PROVIDING A SMOOTH CHANGE IN GUARDRAIL ALIGNMENT.

- IF 2 FT. CANNOT BE PROVIDED BETWEEN THE BACK OF THE GUARDRAIL POST AND THE BREAKPOINT, USE 7 FT. GUARDRAIL POSTS. REFER TO THE "RESTRICTIVE ROADSIDE INSTALLATION" DETAIL.
- WHEN SPECIFIED ON THE PLANS, INSTALL 4 IN. HIGH TYPE 6 CURB WITH ITS FACE AT OR BEHIND THE RAIL FACE. AS AN ALTERNATIVE WHEN SPECIFIED ON THE PLANS, INSTALL A 2 IN. x 6 IN. TREATED (AASHTO M 133) WOOD CURB. FASTEN WITH A 4 IN. LAG BOLT AND WASHER AT EACH WOOD POST, OR WITH A 1/4 IN. DIA. BOLT WITH WASHER AND NUT AT EACH STEEL POST. IF THE 2 IN. x 6 IN. WOOD CURB IS SPECIFIED, IT WILL BE INCLUDED IN THE COST OF THE GUARDRAIL. IF APPROVED BY THE ENGINEER, A 2 IN. x 4 IN. TREATED WOOD CURB MAY BE SUBSTITUTED FOR THE 2 IN. x 6 IN. CURB AND SET ON TOP OF PAVEMENT SURFACE AND ATTACHED AS DESCRIBED ABOVE. NO SPLICING SHALL BE ALLOWED IN WOOD CURBS. ADJACENT BOARDS SHALL BE BUTTED TOGETHER AND BOLTED AT A POST LOCATION. JOINTS SHALL BE LOCATED AT THE POSTS.



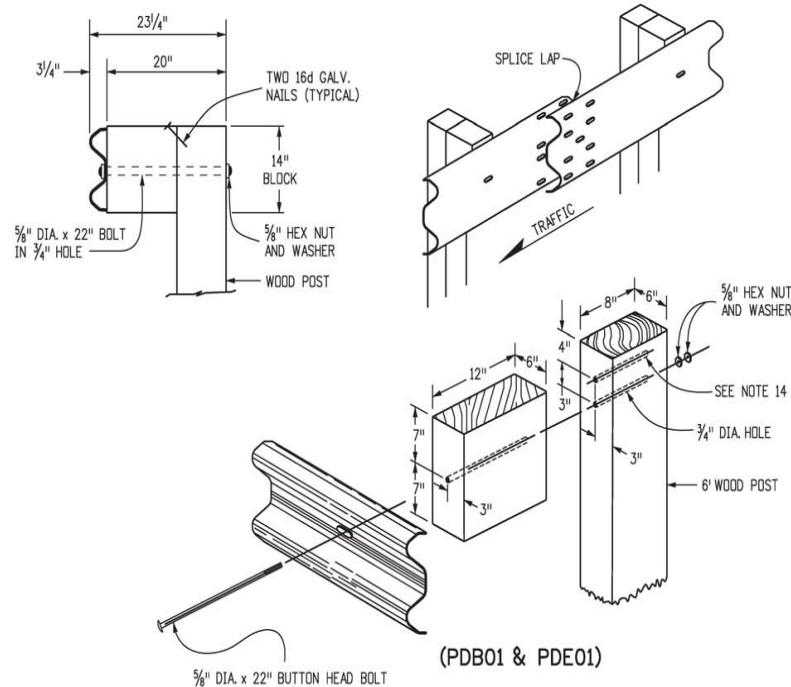
SECTION A-A

LEAVE-OUT AREA FOR GUARDRAIL POSTS LOCATED IN PAVEMENT

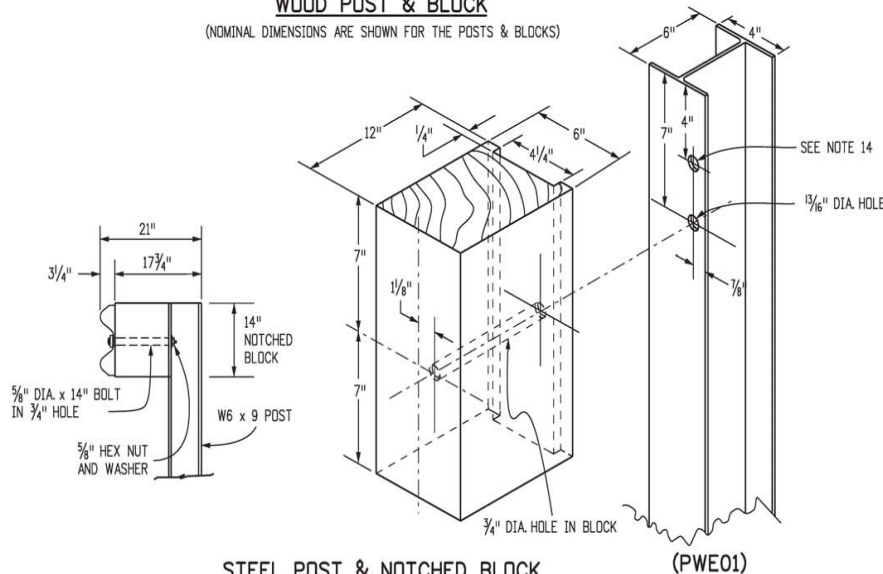
NOTE: LEAVE-OUT AREAS SHALL BE PROVIDED FOR ALL GUARDRAIL POSTS LOCATED IN PAVEMENT TO ALLOW THE POSTS TO ROTATE IN THEIR EMBEDMENT SUCH THAT VEHICLE IMPACT LOADS ARE DISTRIBUTED THROUGH THE POST INTO THE EMBEDMENT MATERIAL PRIOR TO THE POSTS BREAKING PREMATURELY.

Computer File Information		Sheet Revisions		Colorado Department of Transportation		MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES		STANDARD PLAN NO.	
Creation Date: 07/31/19		Date: 03/05/20	Comments: Revised Gen. Note 1 to show MASH compliant.		2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868	Issued by the Project Development Branch: July 31, 2019		M-606-1	
Designer Initials: JBK	(R-X)							Standard Sheet No. 1 of 19	
Last Modification Date: 03/05/20	(R-X)					Project Sheet Number:			
Detailer Initials: LTA	(R-X)								
CAD Ver.: MicroStation V8	(R-X)								
Scale: Not to Scale									
Units: English									

6.1



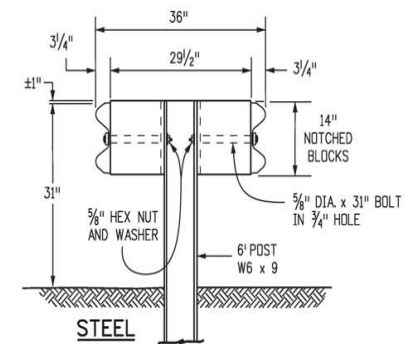
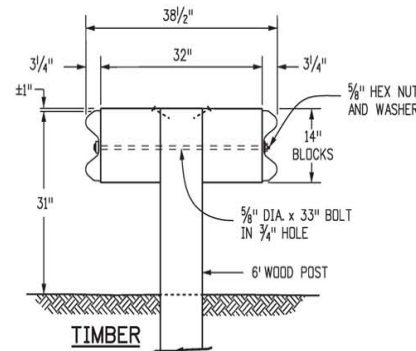
WOOD POST & BLOCK
(NOMINAL DIMENSIONS ARE SHOWN FOR THE POSTS & BLOCKS)



STEEL POST & NOTCHED BLOCK
(NOMINAL DIMENSIONS ARE SHOWN FOR THE POSTS & BLOCKS)

GENERAL NOTES (CONTINUED FROM SHEET 1)

- SEE SHEETS 7 AND 9 FOR CURB TREATMENTS AT GUARDRAIL TERMINALS.
- IF THIS DIMENSION WILL BE LESS THAN 28 INCHES, RESET GUARDRAIL HEIGHT TO 28 INCHES OR ABOVE.
- ALL W-BEAM SPLICES, AND SPLICES OF TERMINAL CONNECTORS TO W-BEAM SHALL BE LAPPED IN THE DIRECTION OF TRAFFIC UNLESS OTHERWISE NOTED IN THE PLANS OR BY THE MANUFACTURER.
- MATERIAL TYPE AND SHAPE OF POSTS AND BLOCKS SHALL BE THE SAME THROUGHOUT THE PROJECT EXCEPT WHEN SPECIFIC POSTS AND BLOCKS ARE SPECIFIED, I.E. AT END ANCHORAGES AND BOX CULVERTS.
- WHEN SPECIFIED IN THE CONTRACT, 7 FT. POSTS SHALL BE INSTALLED INSTEAD OF THE STANDARD 6 FT. POSTS. THE 7 FT. POSTS SHALL BE MARKED WITH THE NUMBER 7 TO ENSURE PERMANENT IDENTIFICATION. STEEL POSTS SHALL BE STAMPED PRIOR TO GALVANIZING. THE NUMBER 7 SHALL BE A MINIMUM 2 IN. TALL AND LOCATED AS SHOWN ON THE ELEVATION VIEW ON SHEET 1.
- THE STANDARD 3 IN. X 1 1/4 IN. X 3/8 IN. RECTANGULAR WASHER USED UNDER POST BOLT HEADS IN THE PAST MAY REMAIN IN EXISTING INSTALLATIONS BUT SHALL NOT BE USED IN NEW CONSTRUCTION, REPAIRS, OR RESETS OF RAIL, EXCEPT WHEN SPECIFICALLY IDENTIFIED ON THE STANDARD PLAN.
- STANDARD GALVANIZED ROUND STEEL WASHERS SHALL BE USED UNDER ALL NUTS IN CONTACT WITH WOOD POSTS.
- AN ADDITIONAL HOLE SHALL BE PROVIDED IN THE POSTS TO FACILITATE FUTURE RAISING OF THE RAIL ELEMENTS AND BLOCKS FOR OVERLAYS. POSTS PROVIDED MAY ALSO HAVE ADDITIONAL HOLES (UP TO 4 PER FLANGE) FOR MEDIAN GUARDRAIL APPLICATION.
- RETROREFLECTOR TABS SHALL BE INSTALLED AT 25 FT. INTERVALS (SEE SHEETS 6 AND 8 FOR EXCEPTIONS). RETROREFLECTOR TABS WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK. THE TABS SHALL BE INSTALLED ON SPLICE BOLTS, NOT ON POST BOLTS AND SHALL BE MOUNTED SO THE BOLT SLOT FACES AWAY FROM TRAFFIC, AND THE RETROREFLECTOR SURFACE FACES THE APPROACHING TRAFFIC FOR ONE-WAY ROADS. FOR TWO-WAY ROADS, BOTH SIDES OF THE TABS SHALL BE RETROREFLECTIVE, SO THAT DELINEATION IS PROVIDED FOR BOTH DIRECTIONS OF TRAVEL. THE RETROREFLECTIVE SHEETING COLOR SHALL MATCH THE COLOR OF THE ADJACENT TRAVEL WAY EDGE LINE. SEE THE RETROREFLECTOR TAB DETAIL ON SHEET 3.
- AT THE TIME OF INSTALLATION, WOOD POSTS OR BLOCKS WITH SEASONING CHECKS GREATER THAN 1/4 IN. SHALL NOT BE USED WHEN THE CHECK EXTENDS THE FULL LENGTH OF THE PIECE.
- WOOD BLOCKS SHALL BE CUT FROM THE SAME CROSS-SECTION, SPECIES, AND GRADE, AND SHALL RECEIVE THE SAME PRESERVATIVE TREATMENT AS THE POSTS WHEN WOOD POSTS ARE USED.
- REFERENCES SUCH AS 00PDB01, 00PDE01, AND 00PWE01 IN THIS STANDARD PLAN SPECIFY HARDWARE DETAILS FROM 00A GUIDE TO STANDARDIZED HIGHWAY BARRIER HARDWARE PREPARED BY THE AASHTO-AGC-ARTBA JOINT COOPERATIVE COMMITTEE.
- RAIL BLOCKS MANUFACTURED FROM SYNTHETIC MATERIAL WILL BE ACCEPTED AS ALTERNATIVES TO WOOD BLOCKS FOR USE WITH STEEL POSTS PROVIDED THAT THE BLOCKS HAVE RECEIVED FHWA APPROVAL.
- WOOD POSTS SHALL BE MADE OF TIMBER WITH AN EXTREME FIBER STRESS IN BENDING OF 1200 PSI STRESS GRADING AND POST DIMENSIONS SHALL CONFORM WITH THE RULES OF THE WEST COAST INSPECTION BUREAU, OR THE SOUTHERN PINE BUREAU, OR THE WESTERN WOOD PRODUCTS ASSOCIATION. TIMBER FOR POSTS SHALL BE EITHER ROUGH SAWN (UNPLANED) OR S4S (SURFACED FOUR SIDES) WITH NOMINAL DIMENSIONS INDICATED. ONLY ONE TYPE OF SURFACE FINISH SHALL BE USED FOR POSTS AND BLOCKS IN ANY ONE CONTINUOUS LENGTH OF GUARDRAIL.
- GLULAM POSTS AND BLOCKS WILL BE ACCEPTED AS ALTERNATIVES PROVIDED THAT THE SUPPLIED MATERIALS HAVE RECEIVED FHWA APPROVAL AND ARE CERTIFIED AS IDENTICAL TO THE SPECIMENS USED FOR TESTING AND APPROVAL.
- PRESSURE TREATMENT OF POSTS AND BLOCKS SHALL CONFORM TO AASHTO M 133 EXCEPT THAT BLOCKS NEED NOT BE INCISED. PRESERVATION ASSAY RETENTION REPORTS SHALL BE SUBMITTED TO THE ENGINEER. THE CONTRACTOR SHALL CERTIFY THAT THE SPECIES AND GRADE MEET THE REQUIREMENTS OF THE CONTRACT.
- W-BEAM AND THREE-BEAM GUARDRAIL POSTS SHALL BE MANUFACTURED USING AASHTO M 270 (ASTM A 709) GRADE 36 STEEL UNLESS CORROSION RESISTANT STEEL IS REQUIRED, IN WHICH CASE THE POST SHALL BE MANUFACTURED FROM AASHTO M 270 (ASTM A 709) GRADE 50W STEEL. THE DIMENSIONS OF THE CROSS-SECTION SHALL CONFORM TO A W6 X 9 SECTION AS DEFINED IN AASHTO M 160 (ASTM A 6). W6 X 8.5 WIDE FLANGE STEEL POSTS ARE AN ACCEPTABLE ALTERNATIVE TO THE W6 X 9.
- AFTER THE SECTION IS CUT AND ALL HOLES ARE DRILLED OR PUNCHED THE COMPONENT SHALL BE ZINC-COATED CONFORMING TO AASHTO M 111 (ASTM A 123) UNLESS CORROSION-RESISTANT STEEL IS USED. WHEN CORROSION-RESISTANT STEEL IS USED THE PORTION OF THE POST TO BE EMBEDDED IN SOIL SHALL BE ZINC-COATED CONFORMING TO AASHTO M 111 (ASTM A 123) AND THE PORTION ABOVE THE SOIL SHALL NOT BE ZINC-COATED, PAINTED OR OTHERWISE TREATED.
- FIELD MODIFICATION TO RAIL ELEMENTS IS ALLOWED PER MANUFACTURER'S RECOMMENDATIONS, OR WITH THE APPROVAL OF THE STANDARDS AND SPECIFICATIONS UNIT. POSTS SHALL NOT BE MODIFIED. COMPONENTS ON WHICH THE SPLITTER COATING HAS BEEN DAMAGED SHALL BE EITHER REGALVANIZED OR RECOATED IN CONFORMANCE WITH AASHTO M 36, OR PAINTED WITH ONE FULL BRUSH COAT OF ZINC RICH PAINT CONFORMING TO MILITARY SPECIFICATION DDD-P-21035A.



DOUBLE BLOCK AND GUARDRAIL TYPE 3 (DOUBLE) FOR MEDIAN BARRIER

Computer File Information		<div>(R-X)</div> <div>(R-X)</div> <div>(R-X)</div> <div>(R-X)</div>	Sheet Revisions		<div>Colorado Department of Transportation</div> <div><div><div></div><div>2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868</div></div><div><div>Project Development Branch</div><div>JBK</div></div></div>	MIDWEST		STANDARD PLAN NO.	
Creation Date: 07/31/19			Date:	Comments		GUARDRAIL SYSTEM (MGS)		M-606-1	
Designer Initials: JBK						TYPE 3 W-BEAM 31 INCHES		Standard Sheet No. 2 of 19	
Last Modification Date: 03/05/20									
Detailer Initials: LTA									
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English									
				Issued by the Project Development Branch: July 31, 2019		Project Sheet Number:			

Technical drawing of a curved metal rail. The drawing includes two views: a side elevation and a cross-section.

Side Elevation Dimensions:

- Overall length: $27\frac{1}{2}"$
- Height at the straight end: $2"$
- Height at the curved end: $10"$
- Distance from straight end to start of curve: $8\frac{1}{2}"$
- Height of the straight section: $3\frac{3}{8}"$

Cross-Section Dimensions and Features:

- Overall height: $14"$
- Height of the lower section: $6\frac{1}{8}"$
- Height of the upper section: $2\frac{1}{4}"$
- Width of the lower section: $6\frac{1}{4}"$
- Material specification: 12 GAUGE (.104")
- Slot specifications:
 - $\frac{3}{4}" \times 2\frac{1}{2}"$ POST BOLT SLOT
 - FOUR $\frac{29}{32}" \times 1\frac{1}{8}"$ SLOTS, MUST MATCH 4 OUTER RAIL SPLICE SLOTS.

Technical drawing of a 12-gauge sheet metal part. The drawing shows a side view of a U-shaped component with a central vertical slot. Key dimensions and labels include:

- SHEET THICKNESS:** Indicated at the top left.
- 12 GAUGE:** Indicated at the bottom left.
- NEUTRAL AXIS, LOCATES CTRS. OF SPLICE SLOTS:** A horizontal line with a crosshair symbol indicating the center of the part.
- Dimensions:**
 - Top horizontal flange: $3/4"$ (width), $1/8"$ (thickness), 10° (angle).
 - Top vertical leg: $11/32"$ (width), $3/8"$ R. (radius).
 - Central vertical slot: $2/4"$ (width), $15/16"$ R. (radius), $12 3/4"$ (height).
 - Bottom vertical leg: $7 5/8"$ (height), $3 1/2"$ (width).
 - Bottom horizontal flange: $2 5/16"$ (width), $1/16"$ (thickness).
- Label:** (RWM02a) at the bottom right.

TRAFFIC DIRECTION FOR THE SPLICE LAP SHOWN

POST BOLT THRU CENTER OF TIMBER POST AND BLOCK

GUARDRAIL SPLICE BOLTS (TYPICAL)

POST BOLT THRU CENTER OF TIMBER POST AND BLOCK

POST AND BLOCK

±1" (TYP.)

12-1/2"

31"

6'-3"

FINISHED SHOULDER

Technical drawing of a 10 Gauge (1.34") rail. The drawing shows a side view of the rail with various dimensions and slot specifications. The total length is 30". The top flange has a width of 3" and a thickness of 3 7/8". The web has a width of 8 1/2" and a thickness of 3". The bottom flange has a width of 7 1/4" and a thickness of 12 1/4". The rail is 10 Gauge (1.34") thick. The drawing also shows the location of slots: 3/4" x 2 1/2" POST BOLT SLOTS, EIGHT 29/32" x 3" SLOTS, MUST MATCH RAIL SPlice SLOT LOCATIONS, and FIVE 1/2" DIA. HOLES. The bottom flange has a width of 6 1/8" and a thickness of 4 1/4". The rail is 2" wide at the bottom.

Technical drawing of a rail splice slot showing side and end views with dimensions and annotations.

Side View Dimensions:

- Overall length: 30"
- End thickness: 10 GAUGE
- End taper: 3"
- Left end thickness: $3\frac{3}{8}"$

End View Dimensions:

- Overall width: 20"
- Top thickness: $6\frac{1}{8}"$
- Bottom thickness: $6\frac{1}{8}"$
- Central thickness: $7\frac{5}{8}"$
- Slot width at center: $7\frac{1}{4}"$
- Slot width at ends: $4\frac{1}{4}"$ (each side)
- Slot depth: $3\frac{1}{4}"$
- Distance from center to slot edge: 8"
- Distance from slot edge to rail end: 2"
- Top slot depth: $2\frac{1}{8}"$
- Bottom slot depth: $7\frac{5}{8}"$

Annotations:

- FIVE 1" DIA HOLES EXTRA HOLES PERMITTED
- TWELVE $2\frac{1}{32}" \times 3"$ SLOTS. SHALL MATCH RAIL SPLICE SLOT LOCATIONS.
- $\frac{3}{4}" \times 2\frac{1}{2}"$ POST BOLT SLOT (OPTIONAL)

Technical drawing of a corner reflector assembly. The main view shows a 90-degree corner with rounded corners ($\frac{1}{4}'' \pm \frac{1}{8}'' R$) and a $90^\circ \pm 5^\circ$ angle. The corner is covered with retroreflective sheeting. A slotted hole is cut into the corner, with a width of $1\frac{1}{2}''$ and a depth of $\frac{3}{4}''$. The sheeting is 2 inches wide and $2\frac{3}{4}''$ high. A splice bolt is shown in a side view, labeled "SPlice BOLT" and "MOUNTING POSITION".

NOTE: RETROREFLECTOR TABS SHALL BE MANUFACTURED FROM 12 TO 14 GAUGE STEEL AND SHALL CONFORM TO THE REQUIREMENTS OF S STANDARD S-612-1.

WASHER

HEX NUT

1" DIA. x 1/16" DEEP RECESS, BOTH SIDES

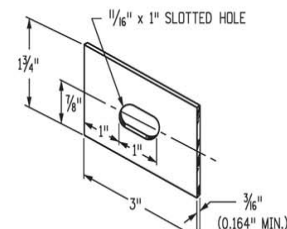
1/16"

1/4"

PART	MATERIAL SPEC.	GALVANIZING SPEC.	CORROSION-RESISTANT SPEC.
W-BEAM RAIL & TERMINAL SECTIONS	AASHTO M 180, CLASS A OR B	AASHTO M 180, TYPE 1 OR 2	AASHTO M 180, TYPE 4
BASE PLATE	ASTM A 36	AASHTO M 111	N.A.
NUTS, BOLTS & STUDS FOR GENERAL USE	ASTM A 307		↓
HIGH STRENGTH BOLTS & NUTS	ASTM A 325	→	AASHTO M 232, CLASS C
HIGH STRENGTH STUDS & NUTS	ASTM A 449	→	OR
ROUND STEEL WASHERS	ASTM F 436	→	ASTM B 695 CLASS 50 TYPE 1
RECTANGULAR WASHERS	AASHTO M 180	→	
OTHER FITTINGS	ASTM A 36	AASHTO M 111	

THE TABULATION OF GUARDRAIL WILL SPECIFY THE TYPE OF CORROSION PROTECTION: GALVANIZED OR CORROSION - RESISTANT STEEL.

STEEL POSTS SHALL HAVE THE SAME CORROSION PROTECTION AS SPECIFIED FOR THE METAL BEAM RAIL. PUNCHING, DRILLING, CUTTING, OR WELDING OF POSTS WILL NOT BE PERMITTED AFTER GALVANIZING.



(FWR03)

RECTANGULAR WASHER
(TO BE USED ONLY WHERE SPECIFIED.)

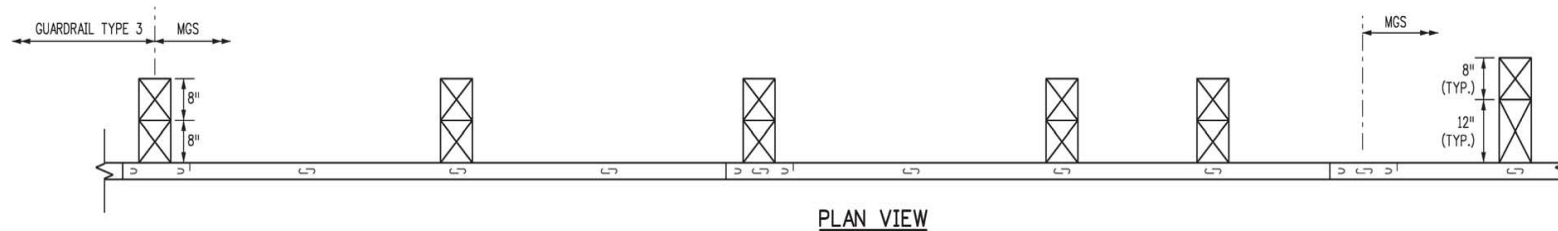
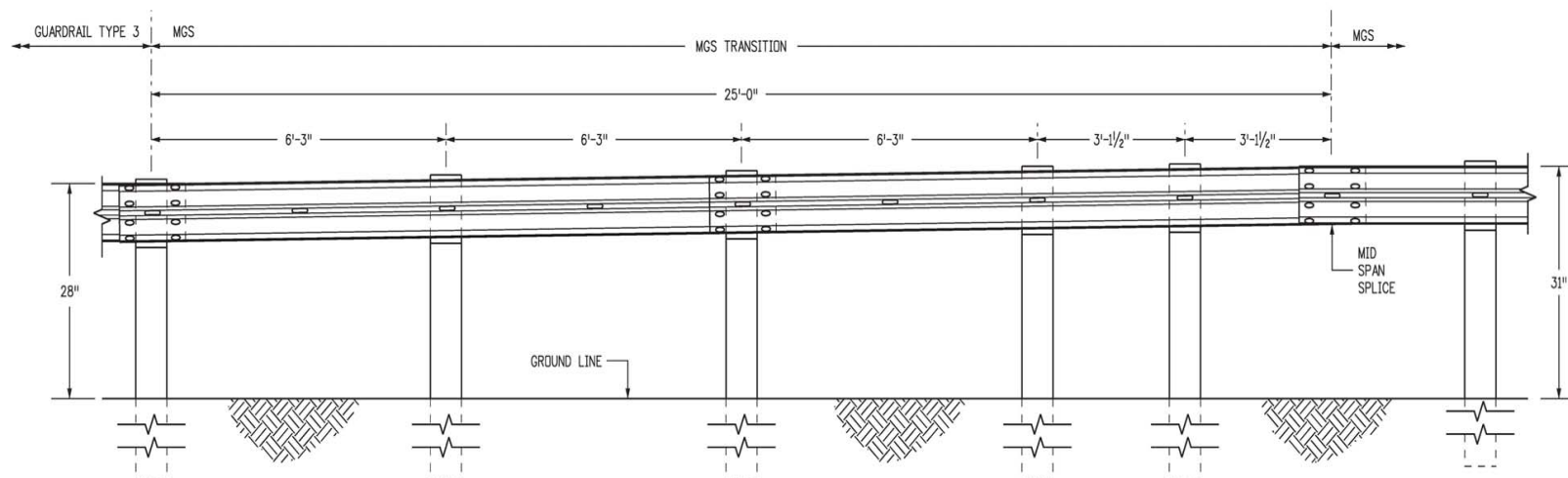
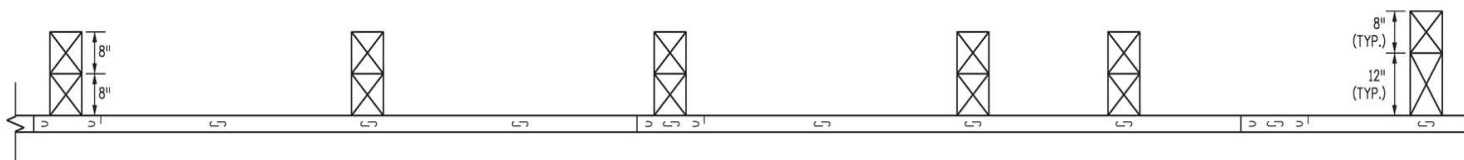
DIAMETER & TYPE (INCHES)	12" BLOCKS L = LENGTH (INCHES)	THREAD LENGTH (INCHES)	INTENDED USE	AASHTO-AGC-ARTBA STANDARD NUMBER	NO. BOLTS, NUTS & WASHERS
5/8	1 1/4	FULL (1 1/2)	ALL RAIL SPLICES	FBB01	8 PER SPLICE
BUTTONHEAD OVAL SHLDR.	22	MIN. 2 1/2	SINGLE BLOCK & POST (TIMBER)	FBB04	1 PER POST
	33	MIN. 2	DOUBLE BLOCK & POST (TIMBER)	FBB05	1 PER POST
	14	MIN. 2	FASTEN NOTCHED BLOCK TO STEEL POST	FBB03	1 PER BLOCK
WASHERS NOT USED AT RAIL SPLICES					

Computer File Information		Sheet Revisions		 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES	STANDARD PLAN NO.
Creation Date: 07/31/19		Date:	Comments			M-606-1
Designer Initials: JBK	(R-X)					
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)			JBK	Issued by the Project Development Branch: July 31, 2019	Project Sheet Number:



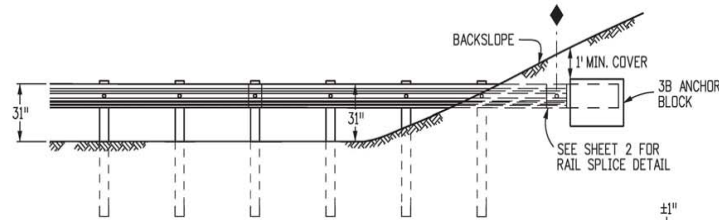
NOTES

1. THE MGS TRANSITION FROM A TYPE 3 GUARDRAIL SHALL BE COMPLETED OUTSIDE THE MGS END ANCHORAGE LIMITS.

**PLAN VIEW****ELEVATION VIEW****TRANSITION FROM 28 INCH GUARDRAIL TO 31 INCH MGS****ALTERNATE PLAN VIEW - ALIGNMENT TAPER**

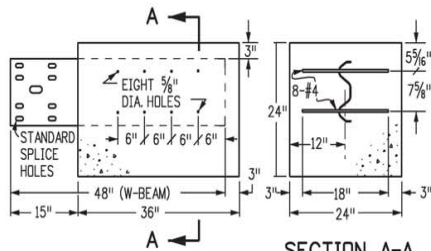
Computer File Information		Sheet Revisions		<div> <div>  </div> <div> Colorado Department of Transportation 2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch </div> </div>	<div> <div> MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES </div> <div> Issued by the Project Development Branch: July 31, 2019 </div> </div>	STANDARD PLAN NO.
Creation Date: 07/31/19		Date:	Comments			M-606-1
Designer Initials: JBK	(R-X)					Standard Sheet No. 4 of 19
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					Project Sheet Number:
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)					





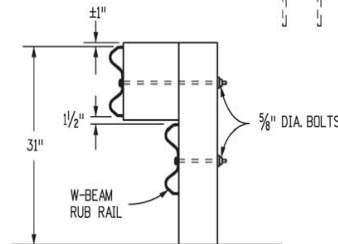
SEE TYPE 3B (RUB RAIL) PLAN VIEW FOR ALIGNMENT. THE 100 FT. FLARE LENGTH MAY BE SHORTENED IF THE SLOPE IS LESS THAN 8 FT. WIDE.

END ANCHORAGE TYPE 3B
(WITHOUT ROADSIDE DITCH AT GUARDRAIL)



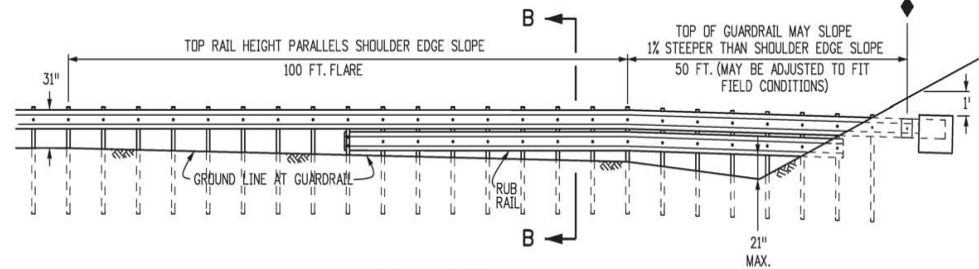
SECTION A-A

TYPE 3B ANCHOR BLOCK DETAIL

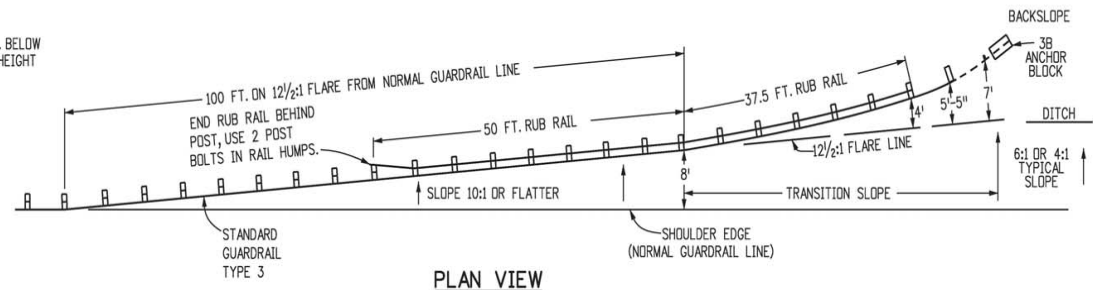


SECTION B-B

MOUNT A W-BEAM RUB RAIL 1-1/2 IN. BELOW THE TOP RAIL WHEN THE TOP RAIL HEIGHT EXCEEDS 33 IN. ABOVE THE GROUND



ELEVATION VIEW

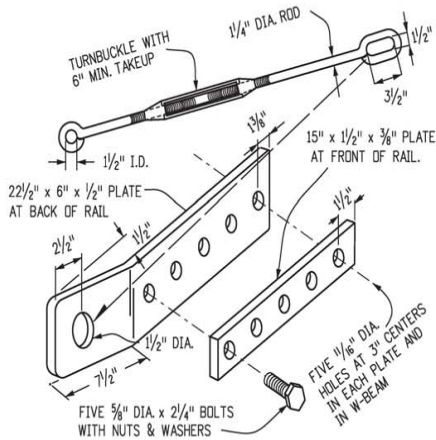


PLAN VIEW

END ANCHORAGE TYPE 3B (RUB RAIL)

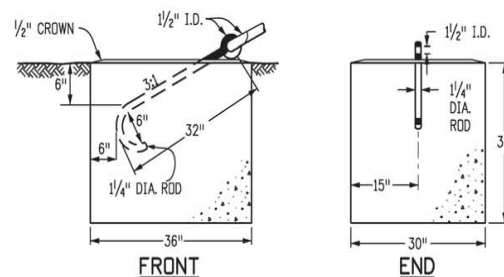
(WITH ROADSIDE DITCH AT GUARDRAIL)

END OF GUARDRAIL PAY LENGTH



TYPE 3D HARDWARE DETAILS

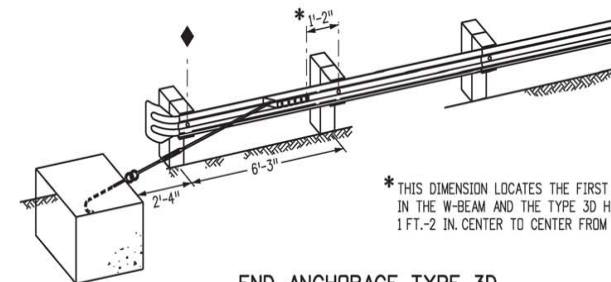
NOTE: ALL PARTS SHALL BE GALVANIZED



FRONT

END

TYPE 3D ANCHOR BLOCK DETAIL

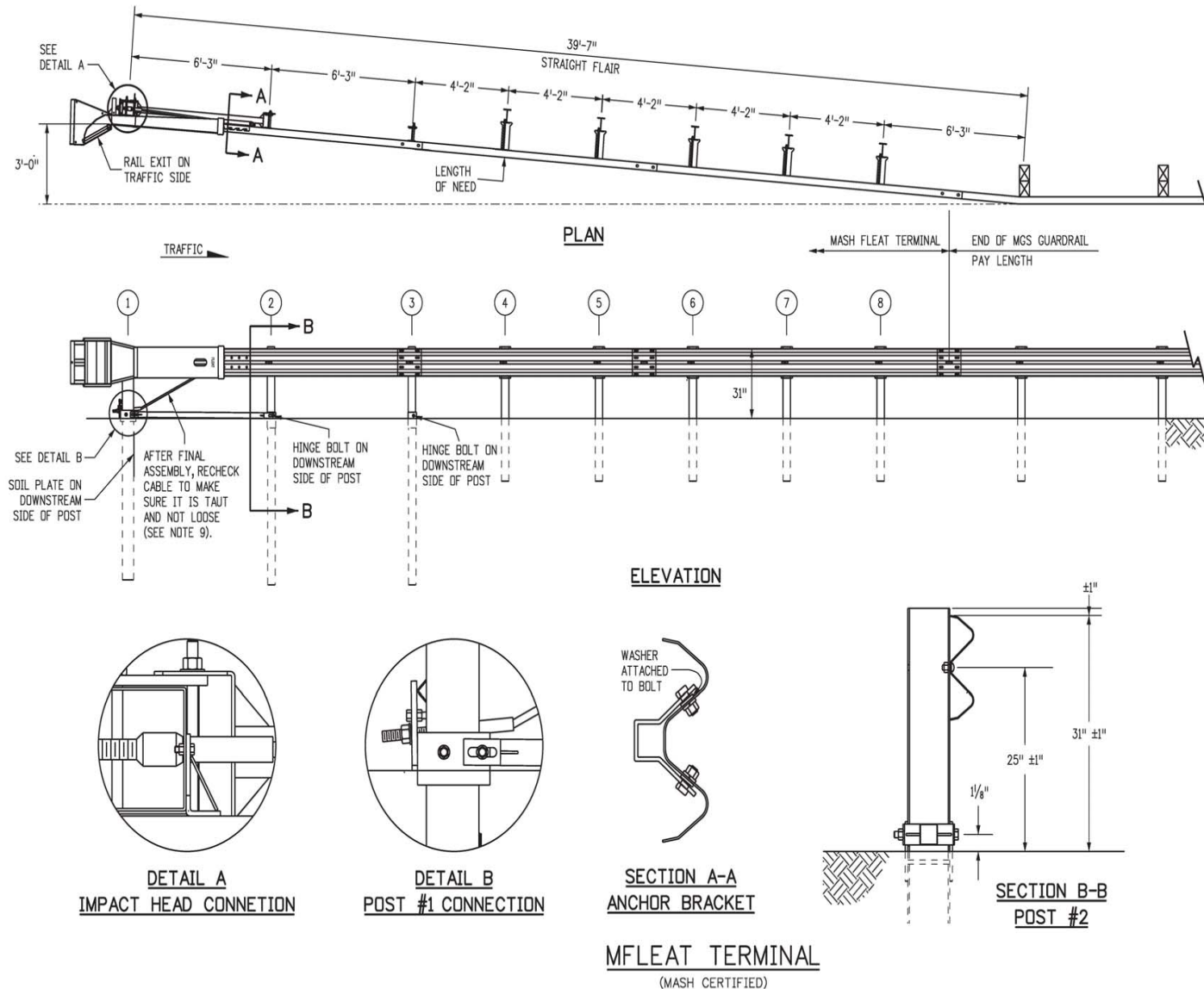


END ANCHORAGE TYPE 3D DEPARTURE TERMINAL

Computer File Information		Sheet Revisions		<div> <div>Colorado Department of Transportation</div> <div> 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 </div> </div> <div>Project Development Branch JBK</div>	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES		STANDARD PLAN NO.	
Creation Date: 07/31/19		Date:	Comments				M-606-1	
Designer Initials: JBK	(R-X)							
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Detailer Initials: LTA	(R-X)							
CAD Ver.: MicroStation V8 Scales: Not to Scale Units: English	(R-X)					Issued by the Project Development Branch: July 31, 2019	Standard Sheet No. 5 of 19	
							Project Sheet Number:	

OFFSET NOTES

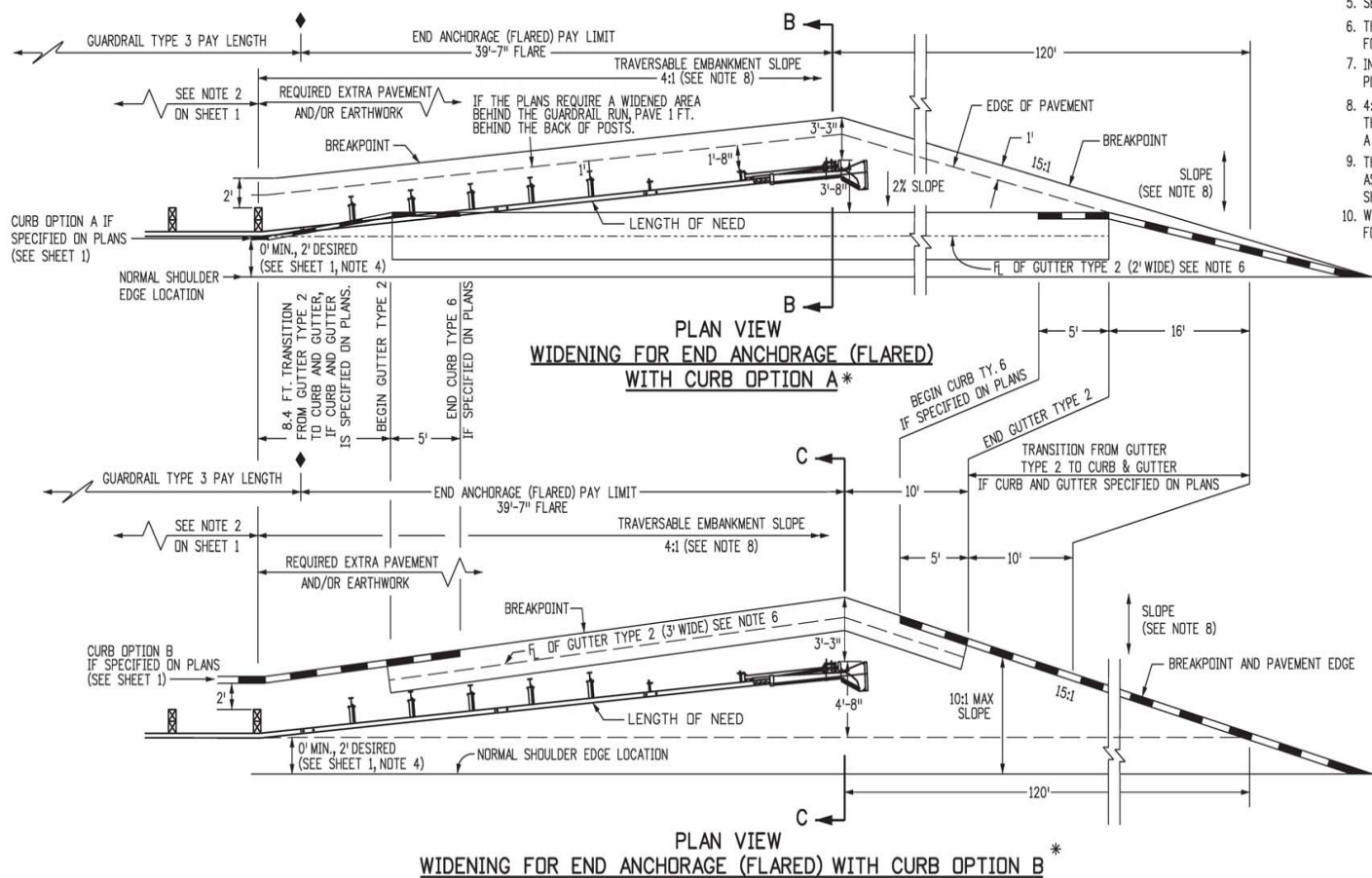
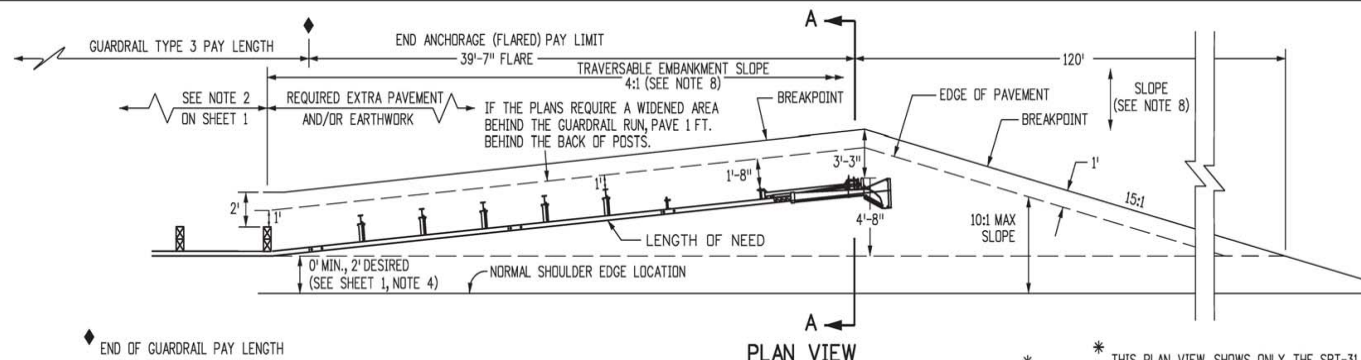
- POST OFFSET DIMENSIONS ARE GIVEN TO THE CENTER OF THE TRAFFIC FACE OF POSTS.
- THE GUARDRAIL BETWEEN POST ① THRU ⑧ IS ON A STRAIGHT LINE FLARE.

**NOTES**

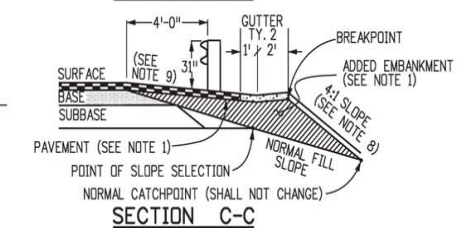
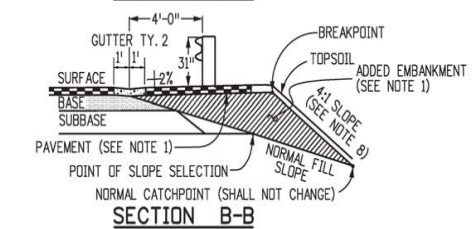
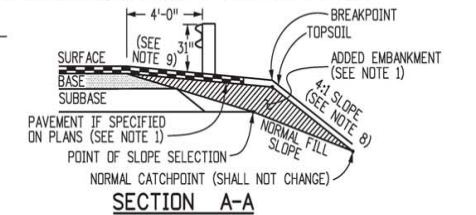
- THE END ANCHORAGE (FLARED) SHALL BE THE MFLAAT TERMINAL, AS MANUFACTURED BY ROAD SYSTEMS INC. (TELEPHONE #: 432-263-2435). ONE END ANCHORAGE (FLARED) SHALL INCLUDE ALL POST, RAIL, AND ALL HARDWARE ITEMS REQUIRED FOR A COMPLETE UNIT. THE END ANCHORAGE (FLARED) SHALL BE INSTALLED CONFORMING TO THE MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR SHALL PROVIDE A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND PARTS LIST TO THE ENGINEER PRIOR TO INSTALLATION OF THE DEVICE.
- RETROREFLECTOR TABS SHALL NOT BE USED ON END ANCHORAGE POSTS.
- DELINEATION SHALL BE APPLIED TO THE END PIECE, AND SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
- AESTHETIC TREATMENT OPTIONS MAY BE AVAILABLE WITH PRIOR APPROVAL OF THE PROJECT ENGINEER. CONTACT THE MANUFACTURER FOR APPROVED AESTHETIC TREATMENT OPTIONS.
- ALL BOLTS, NUTS, CABLE ASSEMBLIES, CABLE ANCHORS AND BEARING PLATES SHALL BE GALVANIZED.
- THE LOWER SECTIONS OF THE POSTS 1, 2, AND 3 SHALL NOT PROTRUDE MORE THAN 4 INCHES ABOVE THE GROUND (MEASURED ALONG A 5 FOOT CORD). SITE GRADING MAY BE NECESSARY TO MEET THIS REQUIREMENT.
- THE LOWER SECTIONS OF THE HINGED POSTS SHOULD NOT BE DRIVEN WITH THE UPPER POST ATTACHED. IF THE POST IS PLACED IN A DRILLED HOLE, THE BACKFILL MATERIAL MUST BE SATISFACTORILY COMPACTED TO PREVENT SETTLEMENT.
- WHEN COMPETENT ROCK IS ENCOUNTERED, A 12 INCH DIA. POST HOLE, DRILLED 20 INCHES DEEP INTO THE ROCK SURFACE SHALL BE USED IF APPROVED BY THE ENGINEER FOR POSTS 1 AND/OR 2. GRANULAR MATERIAL SHALL BE PLACED IN THE BOTTOM OF THE HOLE, APPROXIMATELY 2.5 INCHES DEEP TO PROVIDE DRAINAGE. THE FIRST AND/OR SECOND POST SHALL BE FIELD CUT TO LENGTH, PLACED IN THE HOLE AND BACKFILLED WITH SUITABLE BACKFILL. THE SOIL PLATE MAY BE TRIMMED IF REQUIRED.
- THE BREAKAWAY CABLE ASSEMBLY SHALL BE TAUT. A LOCKING DEVICE (VICE GRIPS OR CHANNEL LOCK PLIERS) SHOULD BE USED TO PREVENT THE CABLE FROM TWISTING WHEN TIGHTENING NUTS.

Computer File Information		Sheet Revisions		<div>Colorado Department of Transportation</div> <div> 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868</div> <div>Project Development Branch JBK</div>	MIDWEST		STANDARD PLAN NO.	
Creation Date: 07/31/19		Date: 03/05/20	Comments: Replaced the SRY-31 and FLEAT 350 flared terminals with the MFLAAT flared terminal to be MASH compliant.		GUARDRAIL SYSTEM (MGS)		M-606-1	
Designer Initials: JBK	(R-X)				TYPE 3 W-BEAM 31 INCHES		Standard Sheet No. 6 of 19	
Last Modification Date: 03/05/20	(R-X)							
Detailer Initials: LTA	(R-X)							
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English		(R-X)			Issued by the Project Development Branch: July 31, 2019		Project Sheet Number:	





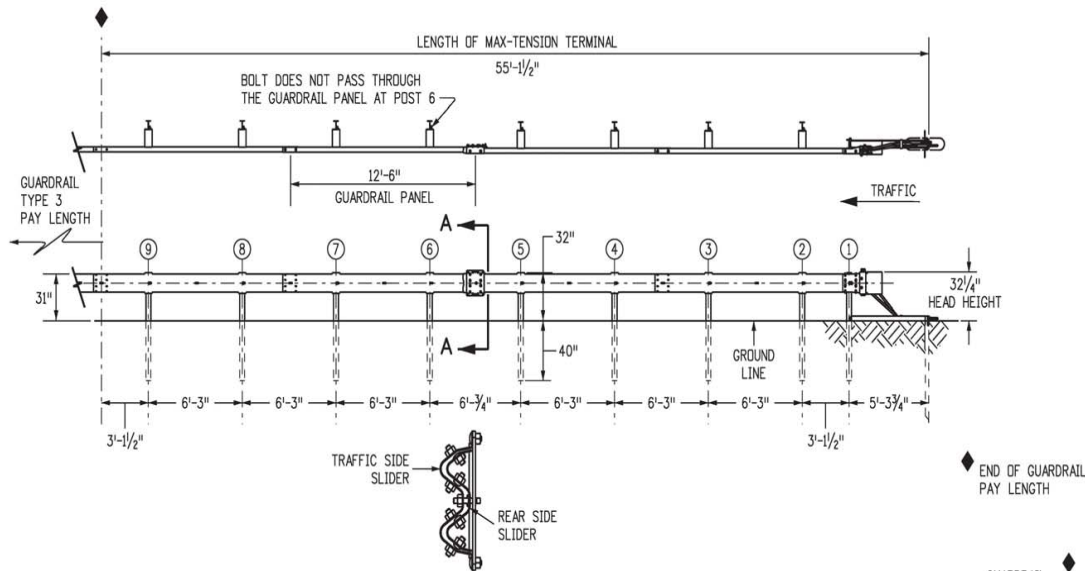
- NOTES**
- PAYMENT FOR THE ADDED EMBANKMENT (APPROXIMATELY 45 CU. YDS.) FOR THE FLARE SHALL BE AS FOLLOWS:
A. UNDER PAY ITEM 203 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 203
B. INCLUDED IN THE COST OF THE END ANCHORAGE (FLARED) WHEN THE CONTRACT PLANS DO NOT INCLUDE PAY ITEM 203. THE ADDED EMBANKMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBSECTION 203.07, ASHTO T 99.
 - WHEN THE WIDENED AREA IS PAVED, PAYMENT FOR THE PAVEMENT (APPROX. 70 SQ. YDS.) SHALL BE AS FOLLOWS:
A. UNDER PAY ITEM 403 OR 412 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 403 OR 412
B. INCLUDED IN THE COST OF THE END ANCHORAGE (FLARED) WHEN THE CONTRACT PLAN DOES NOT INCLUDE PAY ITEM 403 OR 412 (SEE SHEET 1, NOTE 2 FOR PAVEMENT TYPES)
 - CONCRETE PAVED AREAS SHALL HAVE THEIR TAPERED ENDS SQUARED OFF AS DIRECTED BY THE ENGINEER.
 - WHEN OVERLAY PAVING, THE FINISHED SURFACE AT EACH POST SHALL NOT BE ABOVE THE TOP BREAKAWAY HOLE OR STRUT ASSEMBLY. THE WIDENED AREA AT THE FLARED END ANCHORAGE SHOULD NOT BE OVERLAYED UNLESS PAVEMENT CONDITIONS WARRANT IT BEING OVERLAYED. ANY OVERLAY PAVEMENT ABUTTING THE FLARED END ANCHORAGE SHALL BE TAPERED TO PREVENT A DROP IN THE PAVED SURFACE BELOW THE RAIL.
 - SEE SHEETS 1, 2, 3, AND 5 FOR STANDARD TYPE 3 GUARDRAIL INSTALLATION DETAILS.
 - THE COST OF THE GUTTER WILL BE PAID FOR AS "GUTTER TYPE 2 (2 FT.)" FOR A LENGTH OF 134 FT. OR "GUTTER TY. 2 (3 FT.)" FOR A LENGTH OF 40 FT.
 - INLETS OR RUNDOWNS MAY BE USED INSTEAD OF THE GUTTER IF SPECIFIED ON THE PLANS. NO ADDITIONAL CURB SHALL BE ADDED IN THE VICINITY OF THE END ANCHORAGE.
 - 4:1 OR FLATTER SLOPES IN THE TRAVERSABLE AREA SHALL BE USED BEHIND THE END ANCHORAGE, AND IN ADVANCE OF POST ① IF THIS IS NOT POSSIBLE, A MINIMUM 3:1 SLOPE MAY BE USED IF APPROVED BY THE ENGINEER.
 - THE WIDENED AREA, EXCEPT FOR CURB OPTION A, SHALL HAVE THE SAME GRADING AS THE ADJACENT GUARDRAIL: 10:1 OR FLATTER IF MORE THAN 2 FT. FROM SHOULDER OR SLOPE EQUAL TO ROADWAY SLOPE IF 2 FT. OR LESS FROM SHOULDER.
 - WIDENING FOR END ANCHORAGES SHALL BE PAVED ON INTERSTATES AND FREEWAYS. FOR OTHER HIGHWAYS, PAVING SHALL BE AS SHOWN ON THE PLANS.



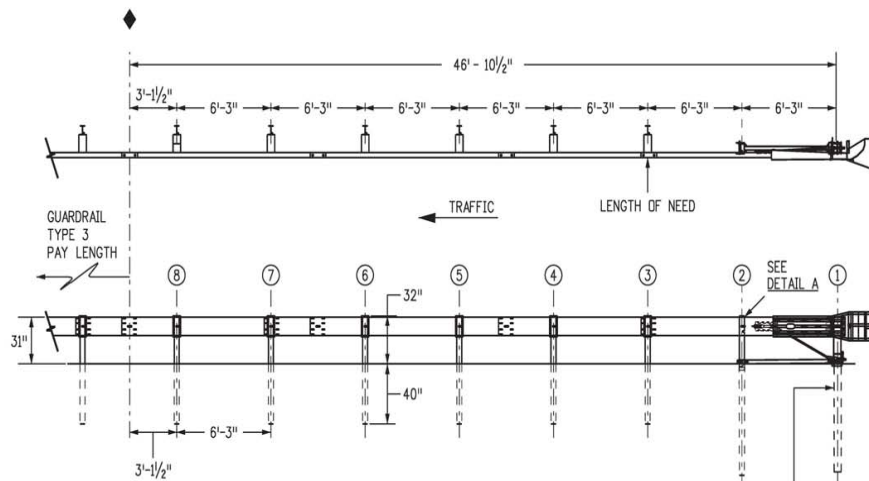
Computer File Information		Sheet Revisions		Colorado Department of Transportation		MIDWEST		STANDARD PLAN NO.	
Creation Date: 07/31/19		Date: 03/05/20	Comments: Replaced the old end anchorage drawings with the new NLFAT end anchorage drawings.		2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868	GUARDRAIL SYSTEM (MGS)		M-606-1	
Designer Initials: JBK	(R-X)					TYPE 3 W-BEAM 31 INCHES		Standard Sheet No. 7 of 19	
Last Modification Date: 03/05/20	(R-X)					Issued by the Project Development Branch: July 31, 2019		Project Sheet Number:	
Detailer Initials: LTA	(R-X)								
CAD Ver.: MicroStation V8 Scales: Not to Scale Units: English	(R-X)								

NOTES FOR NONFLARED

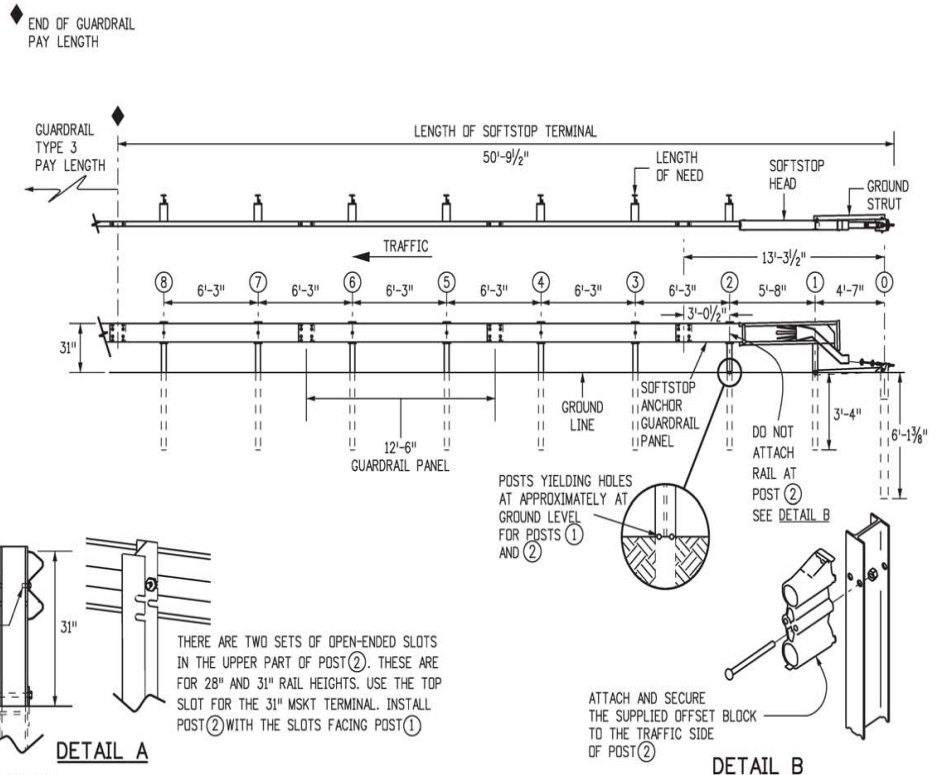
1. THE END ANCHORAGE (NONFLARED) SHALL EITHER BE THE SOFTSTOP AS MANUFACTURED BY TRINITY INDUSTRIES, INC. (TEL. #: 1-888-356-2363), OR THE MAX-TENSION AS MANUFACTURED BY LINDSAY TRANSPORTATION SOLUTIONS (TEL. #: 402-829-6800), OR THE MSKT AS MANUFACTURED BY ROAD SYSTEMS, INC. (TEL. #: 432-263-2435). THE END ANCHORAGE (NONFLARED) SHALL INCLUDE ALL POST, RAIL, AND HARDWARE ITEMS REQUIRED FOR A COMPLETE UNIT. THE END ANCHORAGE (NONFLARED) SHALL BE INSTALLED CONFORMING TO THE MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR SHALL PROVIDE A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND PARTS LIST TO THE ENGINEER PRIOR TO THE INSTALLATION OF THE DEVICE.
2. DO NOT ATTACH THESE END ANCHORAGES DIRECTLY TO A RIGID BARRIER (EX. CONCRETE BARRIER, STEEL BARRIER, CONCRETE STRUCTURE) WITHOUT A PROPER TRANSITION.
3. CONNECTIONS TO W-BEAMS WHERE THE SPLICE IS NOT AT MID-SPAN BUT AT A POST CAN BE MADE USING A 3'-1/2", 9'-4 1/2", OR 15'-7 1/2" W-BEAM PANEL DOWNSTREAM OF TRAFFIC.
4. FOR MSKT END ANCHORAGES (NONFLARED), USE THE MANUFACTURER'S SPECIFIED STEEL FOUNDATION TUBES FOR POSTS ① AND ②.
5. RETROREFLECTOR TABS SHALL NOT BE USED ON END ANCHORAGE POSTS.
6. DELINEATION SHALL BE APPLIED TO THE END PIECE AND SHALL NOT BE PAID FOR SEPARATELY BUT BE INCLUDED IN THE COST OF THE WORK. SEE STANDARD PLAN S-612-1.



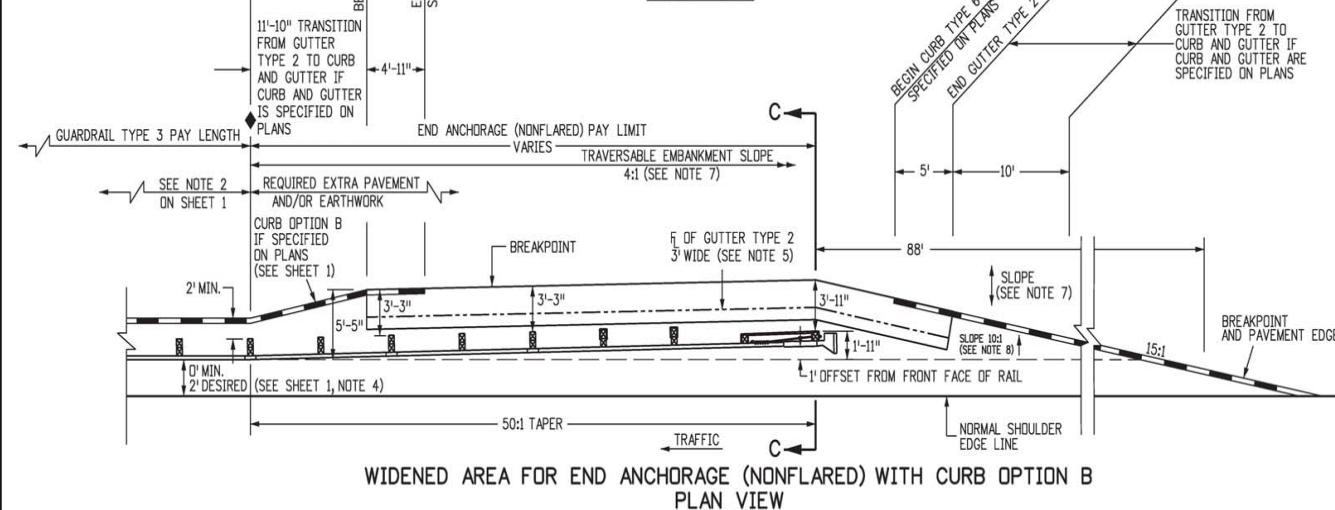
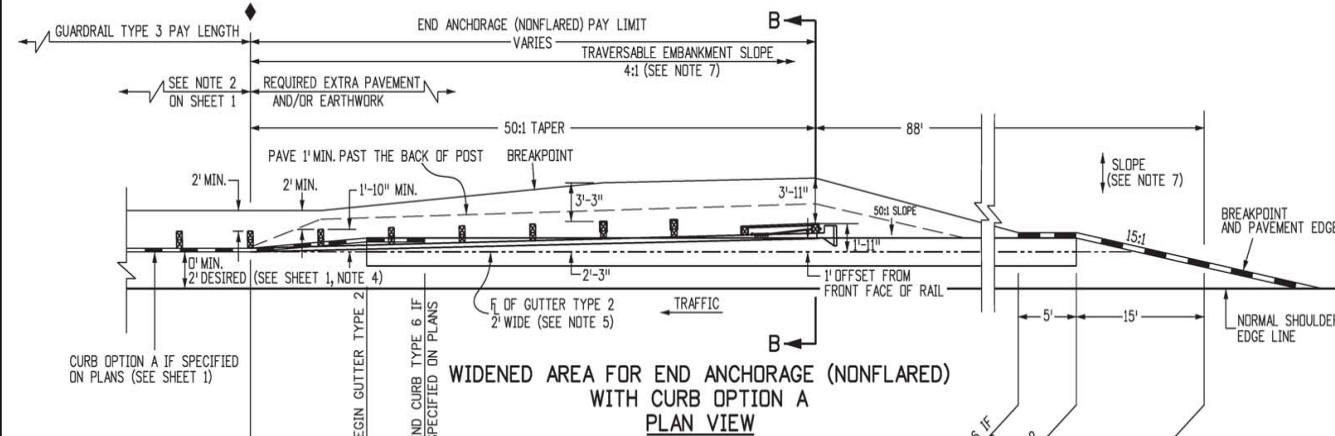
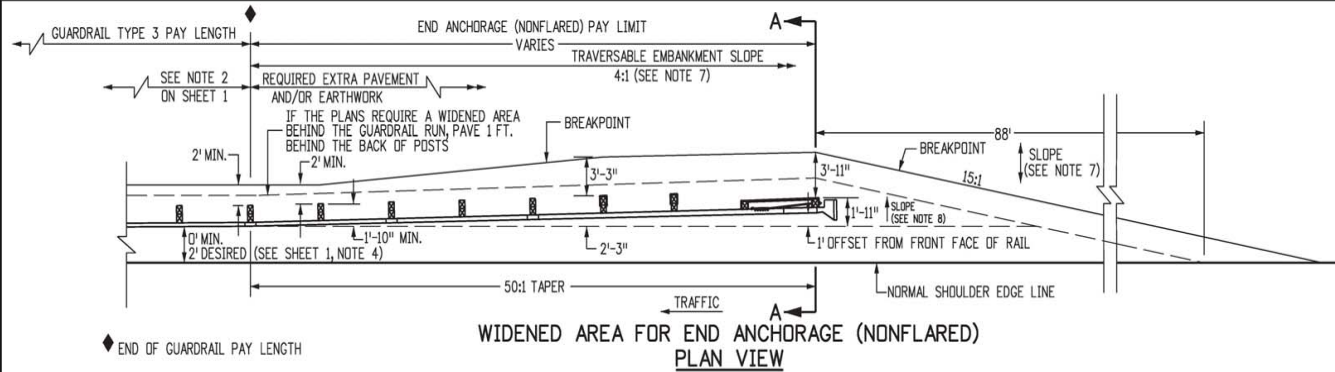
SECTION A-A

MAX-TENSION TERMINAL END ANCHORAGE (NONFLARED)
(MASH CERTIFIED)MSKT TERMINAL END ANCHORAGE (NONFLARED)
(MASH CERTIFIED)

END ANCHORAGES (NONFLARED)

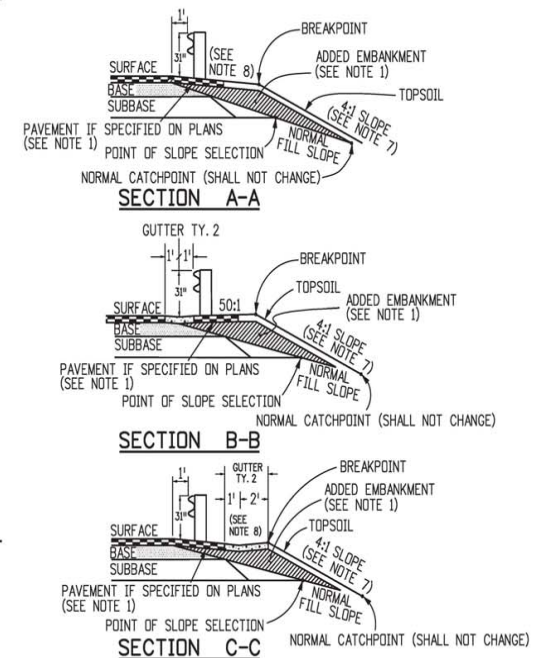
SOFTSTOP TERMINAL END ANCHORAGE (NONFLARED)
(MASH CERTIFIED)

Computer File Information		Sheet Revisions		<div>  Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch </div>	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES Issued by the Project Development Branch: July 31, 2019	STANDARD PLAN NO. M-606-1 Standard Sheet No. 8 of 19 Project Sheet Number:
Creation Date: 07/31/19		Date:	Comments:			
Designer Initials: JBK	(R-X)					
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)					



NOTES

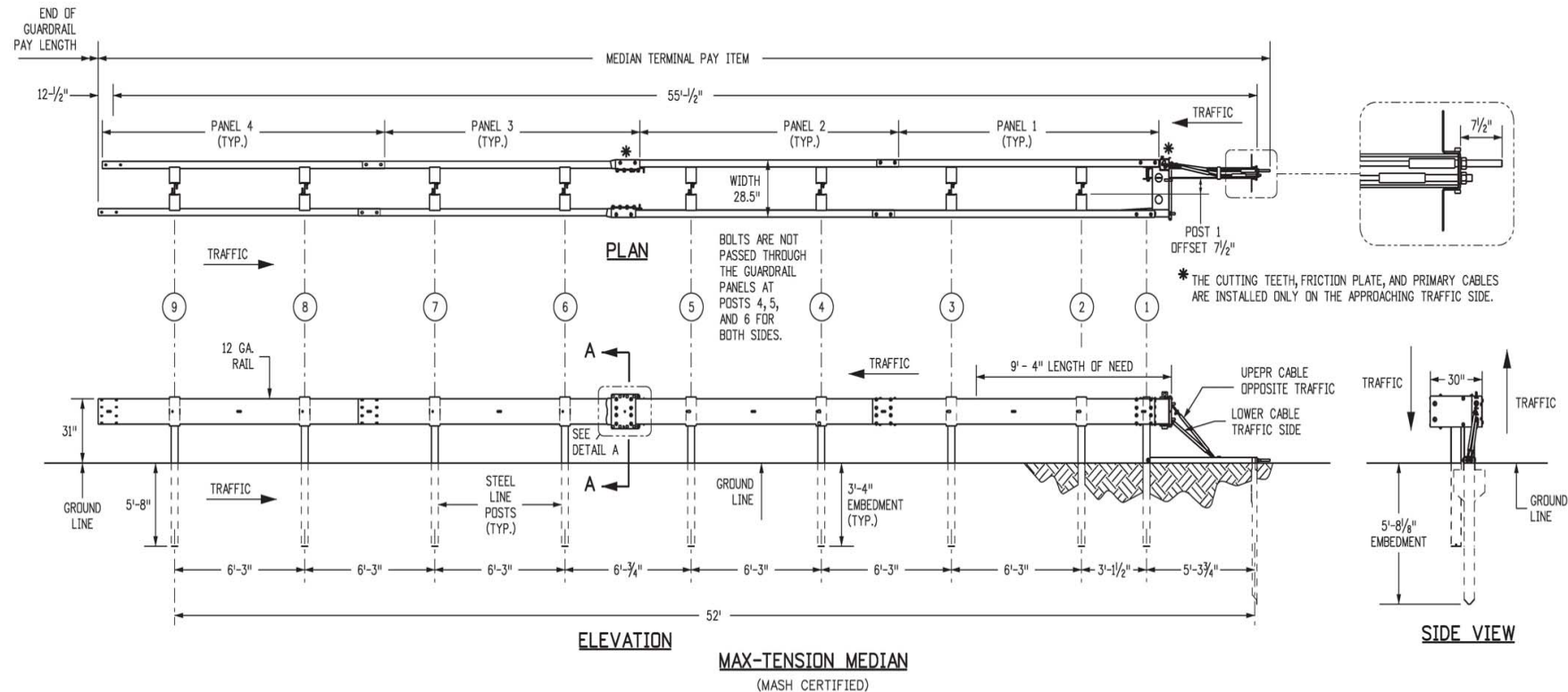
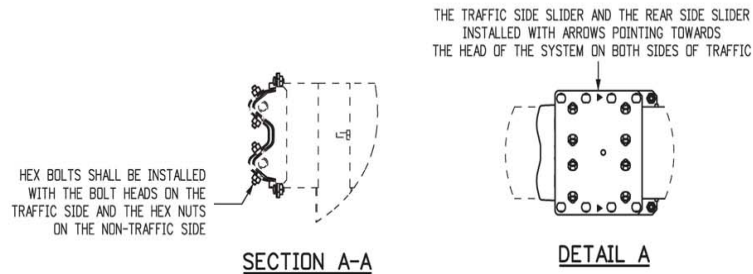
- PAYMENT FOR THE ADDED EMBANKMENT (APPROXIMATELY 25 CU. YDS.) FOR THE FLARE SHALL BE AS FOLLOWS:
A. UNDER PAY ITEM 203 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 203.
B. INCLUDED IN THE COST OF THE END ANCHORAGE (NONFLARED) WHEN THE CONTRACT PLANS DOES NOT INCLUDE PAY ITEM 203. THE ADDED EMBANKMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBSECTION 203.07, ASHTO T 99.
- WHEN THE WIDENED AREA IS PAVED, PAYMENT FOR THE PAVEMENT (APPROX. 39 SQ. YDS.) SHALL BE AS FOLLOWS:
A. UNDER PAY ITEM 403 OR 412 WHEN THE CONTRACT PLAN INCLUDES PAY ITEM 403 OR 412.
B. INCLUDED IN THE COST OF THE END ANCHORAGE (NONFLARED) WHEN THE CONTRACT PLAN DOES NOT INCLUDE PAY ITEM 403 OR 412, (SEE SHEET 1, NOTE 2 FOR PAYMENT TYPES).
- WHEN OVERLAY PAVING, THE FINISHED SURFACE AT EACH POST SHALL NOT BE ABOVE THE TOP BREAKWAY HOLE OR STRUT ASSEMBLY. THE WIDENED AREA AT THE END ANCHORAGE (NONFLARED) SHALL NOT BE OVERLAYED UNLESS PAVEMENT CONDITIONS WARRANT IT BEING OVERLAYED. ANY OVERLAY PAVEMENT ABUTTING THE END ANCHORAGE (NONFLARED) SHALL BE TAPERED TO PREVENT A DROP IN THE PAVED SURFACE BELOW THE RAIL.
- SEE SHEETS 1, 2, 3, AND 5 FOR STANDARD TYPE 3 GUARDRAIL INSTALLATION DETAILS.
- THE COST OF THE GUTTER WILL BE PAID FOR AS "GUTTER TYPE 2 (2 FT.)" FOR A LENGTH OF 111 FT. OR "GUTTER TY. 2 (3 FT.)" FOR A LENGTH OF 50 FT.
- INLETS OR RUNDOWNS MAY BE USED INSTEAD OF THE GUTTER IF SPECIFIED ON THE PLANS. NO ADDITIONAL CURB SHALL BE ADDED IN THE VICINITY OF THE END TREATMENT.
- 4:1 OR FLATTER SLOPES IN THE TRAVERSABLE AREA SHALL BE USED BEHIND THE END ANCHORAGE AREA, AND IN ADVANCE OF POST ①. IF THIS IS NOT POSSIBLE A MINIMUM 3:1 SLOPE MAY BE USED IF APPROVED BY THE ENGINEER.
- THE WIDENED AREA, EXCEPT FOR CURB OPTION A, SHALL HAVE THE SAME GRADING AS BENEATH THE ADJACENT GUARDRAIL: 10:1 OR FLATTER IF MORE THAN 2 FT. FROM SHOULDER, OR SLOPE EQUAL TO ROADWAY SLOPE IF 2 FT. OR LESS FROM SHOULDER.
- WIDENING FOR END ANCHORAGES SHALL BE PAVED ON INTERSTATES AND FREEWAYS. FOR OTHER HIGHWAYS, PAVING SHALL BE AS SHOWN ON THE PLANS.



Computer File Information		Sheet Revisions		<div> </div> <div> Colorado Department of Transportation 2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch </div>	<div> MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES Issued by the Project Development Branch: July 31, 2019 </div>	<div> STANDARD PLAN NO. M-606-1 Standard Sheet No. 9 of 19 Project Sheet Number: </div>
Creation Date: 07/31/19		Date:	Comments:			
Designer Initials: JBK	(R-X)					
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scales: Not to Scale Units: English	(R-X)			Project Development Branch	JBK	

MEDIAN TERMINAL NOTES

1. THE MEDIAN TERMINAL SHALL BE THE MAX-TENSION MEDIAN AS MANUFACTURED BY BY BARRIER SYSTEM BY LINDSAY (LINDSAY TRANSPORTATION SOLUTIONS) (TEL #: 888 800-3691).
2. THE MAX-TENSION SHALL BE APPLIED DIRECTLY TO W-BEAM GUARDRAIL SYSTEMS AT, OR TRANSITIONED TO, 31 INCH WITH PANELS AND POST SPACING CONFIGURED AT MID-SPAN SPLICE. TRANSITIONS TO STRONG POST W-BEAM GUARDRAIL SYSTEMS OR OTHER BARRIERS WHERE THE SPLICE IS NOT MID-SPAN SHALL BE ACCOMPLISHED USING A 3 FT. 1-1/2 INCH, 9 FT. 4-1/2 INCH OR 15 FT. 7-1/2 INCH PANELS AFTER THE MAX-TENSION SYSTEM (MIN. OF 50 FT. DOWNSTREAM OF THE FIRST POST). TRANSITIONS TO OTHER BARRIER SYSTEMS SHALL ALSO BE AT A MIN. OF 50 FT. DOWNSTREAM FROM THE FIRST POST. SEE SHEET 4.
3. THE MAX-TENSION SHALL NOT BE ATTACHED DIRECTLY TO RIGID BARRIERS SUCH AS CONCRETE BARRIERS, STEEL BARRIERS OR CONCRETE STRUCTURES WITHOUT PROPER TRANSITION. IF ROCK OR STIFF SOIL IS ENCOUNTERED, THE POSTS AND SOIL ANCHOR MAY BE INSTALLED BY AUGURING AND BACKFILLING THE HOLE.
4. EITHER 8 INCH OR 12 INCH COMPOSITE OR TIMBER BLOCKOUTS SHALL BE USED PER MANUFACTURER'S RECOMMENDATIONS.
5. EITHER 12 FT.-6 INCH OR 25 FOOT PANELS SHALL BE USED DEPENDING ON SITE CONDITIONS OR CONNECTED BARRIER SYSTEMS.
6. RAIL PANELS SHALL BE LAPPED PER MANUFACTURER'S INSTALLATION MANUAL, REGARDLESS OF AN UPSTREAM OR DOWNSTREAM END SYSTEM POSITION.
7. ALL STEEL COMPONENTS SHALL BE GALVANIZED PER ASTM A123 OR EQUIVALENT UNLESS OTHERWISE STATED.
8. ONE MEDIAN TERMINAL SHALL INCLUDE ALL POSTS, RAIL, AND HARDWARE ITEMS REQUIRED FOR A COMPLETE UNIT. THE DEVICE SHALL BE INSTALLED IN CONFORMANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE CONTRACTOR SHALL PROVIDE A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND PARTS LISTS TO THE ENGINEER PRIOR TO THE INSTALLATION OF THE DEVICE.
9. UNLESS OTHERWISE SPECIFIED ON THE PLANS, THE MEDIAN TERMINAL SHALL BE INSTALLED FOR BIDIRECTIONAL TRAFFIC APPLICATION.
10. EACH INSTALLATION SHALL BE SUPERVISED AND CERTIFIED AS CORRECT UPON COMPLETION BY A REPRESENTATIVE OF THE DEVICE MANUFACTURER OR BY AN EMPLOYEE OF THE CONTRACTOR WHO IS A CERTIFIED INSTALLER. THE CERTIFIED INSTALLER SHALL HAVE COMPLETED DEVICE TRAINING AND SHALL BE REGISTERED WITH THE MANUFACTURER AS A CERTIFIED INSTALLER.
11. DELINEATION, IF REQUIRED, SHALL BE APPLIED TO THE END PIECE AND WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE WORK. SEE STANDARD PLAN S-612-1.



Computer File Information		Sheet Revisions		<div>  Colorado Department of Transportation 2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 </div>	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES	STANDARD PLAN NO. M-606-1 Standard Sheet No. 10 of 19
Creation Date: 07/31/19		Date:	Comments			
Designer Initials: JBK	(R-X)					
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)			Project Development Branch	JBK	Issued by the Project Development Branch: July 31, 2019 Project Sheet Number:

Technical drawing of a bridge deck cross-section, showing various components and dimensions. The drawing includes a plan view at the top and a detailed cross-section below.

Plan View (Top):

- Shows the bridge rail and transition area.
- Labels include: "BRIDGE RAIL", "SEE BRIDGE PLANS", "TRANSITION (SEE BRIDGE PLANS FOR DETAILS AND PAYMENT)", "CURB TYPE 6 SECTION M", "TRAFFIC", "END OF GUARDRAIL PAY LENGTH", "GUARDRAIL TYPE 3 PAY LENGTH", "NORMAL POST SPACING".
- Dimensions: 12'-6" (TWO NESTED SECTIONS OF THRIE BEAM, 12 GA. (ONE SET INSIDE THE OTHER)), 25', 6'-3" (THRIE BEAM 12 GA.), 6'-3" (TRANSITION SECTION 10 GA.).

Cross Section (Bottom):

- Shows the bridge deck structure with numbered points 1 through 10.
- Labels include: "SEE BRIDGE PLANS FOR CONNECTION DETAILS", "TRANSITION", "CURB TYPE 6 SECTION M", "54" CURB TRANSITION", "NORMAL EDGE PAVED SHOULDER", "TRANSITION TYPE 3G PAY LIMIT", "3G TRANSITION POS".
- Dimensions: 6'-3", 37 1/2", 37 1/2", 37 1/2", 18 3/4", 18 3/4", 18 3/4", 18 3/4", 37 1/2", 37 1/2", 31", 6', 10", 4", 7", 8", 8".

1. TRANSITION TYPE 3G IS FOR USE AT BOTH ENDS OF BRIDGES ON TWO-WAY HIGHWAYS AND AT THE APPROACH END OF BRIDGES ON ONE-WAY HIGHWAYS.
2. TRANSITION TYPE 3H IS FOR USE AT THE TRAILING END OF BRIDGES ON ONE-WAY HIGHWAYS.
3. THE THREE BEAM SECTION IN TRANSITION TYPES 3G AND 3H MAY BE SHAPED TO FIT CORRESPONDING RADIUS CURVES. HOWEVER, THE 6 FT.-3 IN. TRANSITION SECTION SHALL NOT BE BENT.
4. A TRANSITION SHALL BE REQUIRED BETWEEN TYPES 3G OR 3H AND THE BRIDGE RAILS. SEE STANDARD PLAN M-606-15 FOR THE TRANSITION TO TYPE 9 GUARDRAIL BARRIER.
5. TRANSITION TYPES 3G AND 3H ARE BOTH MASH COMPLIANT.
6. BACKUP PLATE IS NOT REQUIRED AT POSTS ON TYPE 3G AND 3H.
7. ☒ THIS SYMBOL IN THE ELEVATION DRAWINGS SHOWS THE LOCATIONS WHERE A RECTANGULAR WASHER IS REQUIRED UNDER THE POST BOLT HEAD.
8. CURB TYPE 6 SECTION M MAY BE ASPHALT OR CONCRETE. THE COST OF CURB IS INCLUDED IN THE WORK, UNLESS A SEPARATE PAY ITEM IS INCLUDED IN THE BID SCHEDULE.
9. FOR TYPE 3G, POSTS ① THRU ③ ARE 7 FT. LONG. ALL OTHER POSTS SHALL BE A STANDARD 6 FT. LONG UNLESS OTHERWISE SPECIFIED IN THE CONTRACT.
10. NOTCHED RAIL BLOCKS MANUFACTURED FROM SYNTHETIC MATERIAL WILL BE ACCEPTED AS ALTERNATIVES TO WOOD NOTCHED BLOCKS FOR USE WITH STEEL POSTS PROVIDED THAT THE BLOCKS HAVE RECEIVED FHWA APPROVAL AND ARE CERTIFIED AS IDENTICAL TO THE SPECIMENS USED FOR TESTING AND APPROVAL. STEEL BLOCKS ARE NOT ALLOWED.

POST #	STEEL POST SIZE	BLOCKOUT SIZE
1 - 3	84" W6 X 15	6" X 12" X 15"
4 - 9	72" W6 X 9	6" X 12" X 15"
10	72" W6 X 9	6" X 12" X 14"

Diagram illustrating the CURB TYPE 6 SECTION M construction details:

- Overall height: 31"
- Top width: 6" x 12" x 19" WOOD BLOCK
- Top reinforcement: STD. WASHER & NUTS ON (2) $\frac{5}{8}$ " x 14" POST BOLTS
- Top reinforcement detail: 1 3/4" x 3" RECT. WASHER UNDER BOLT HEAD
- Internal height: 31"
- Internal reinforcement: NESTED THRIE BEAM (TYPE 3G ONLY)
- Bottom width: 19"
- Bottom reinforcement: ALL STEEL POSTS (84" W6 x 15) WITH SYNTHETIC OR NOTCHED WOOD BLOCKS
- Section label: CURB TYPE 6 SECTION M

6" x 12" x 19" WOOD BLOCK

STD. WASHER & NUTS ON

(2) $\frac{3}{8}$ " x 14" POST BOLTS

$\frac{1}{4}$ " x 3" RECT. WASHER

UNDER BOLT HEAD

±1"

31"

NESTED THRIE BEAM
(TYPE 3G ONLY)

ALL STEEL POSTS (72" W6 x 9) WITH
SYNTHETIC OR NOTCHED WOOD BLOCKS
(FOR TRANSITION TYPE 3H, ALTERNATIVE WOOD
POSTS (6" x 8" x 72") MAY BE PERMITTED)

Computer File Information

Creation Date: 07/31/19
Designer Initials: JBK
Last Modification Date: 03/05/20
Detailer Initials: LTA
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English

Sheet Revisions

Date:	Comments
03/05/20	Revised Gen. Notes 3 & 5. Revised transition sections notes to see the "Bridge Plans" and deleted their x-sections details. Revised the ★ note.

Colorado Department of Transportation
 2829 West Howard Place
 CDOT HQ, 3rd Floor
 Denver, CO 80204
 Phone: 303-757-9021 FAX: 303-757-9868
Project Development Branch **JBK**

MIDWEST
GUARDRAIL SYSTEM (MGS)
TYPE 3 W-BEAM 31 INCHES

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.

M-606-1

Standard Sheet No. 11 of 19

Project Sheet Number:

Technical drawing of a 6-foot steel post with a 3/4 inch diameter hole and a 3/2 inch diameter hole. The drawing shows the post with dimensions: 6'-0" total height, 31" from top to 3/4" hole, 15" from 3/4" hole to 3/2" hole, and 25" from 3/2" hole to bottom. A 6" diameter hole is shown at the top. A 5/8" DIA. x 10" BUTT HEAD BOLT (NO WASHER) is shown passing through the 3/4" hole. A GROUND SURFACE is indicated. Two 3/4" DIA. HOLES are shown at the bottom.

Technical drawing of a mechanical part with the following dimensions:

- Overall width: $5\frac{1}{2}"$
- Overall height: $45\frac{1}{2}"$
- Top horizontal distance from left edge to centerline: $7\frac{1}{2}"$
- Top horizontal distance from centerline to right edge: $2\frac{3}{8}"$ DIA. HOLE
- Vertical distance from top edge to first horizontal section line: $7"$
- Vertical distance between first and second horizontal section lines: $23"$
- Vertical distance between second and third horizontal section lines: $2"$
- Vertical distance from third horizontal section line to bottom edge: $17\frac{1}{2}"$
- Horizontal distance from left edge to centerline at bottom: $15\frac{1}{2}"$
- Horizontal distance from centerline to right edge at bottom: $17\frac{1}{2}"$
- Feature: TWO $\frac{7}{8}"$ DIA. HOLES (indicated by a callout line pointing to the top section)

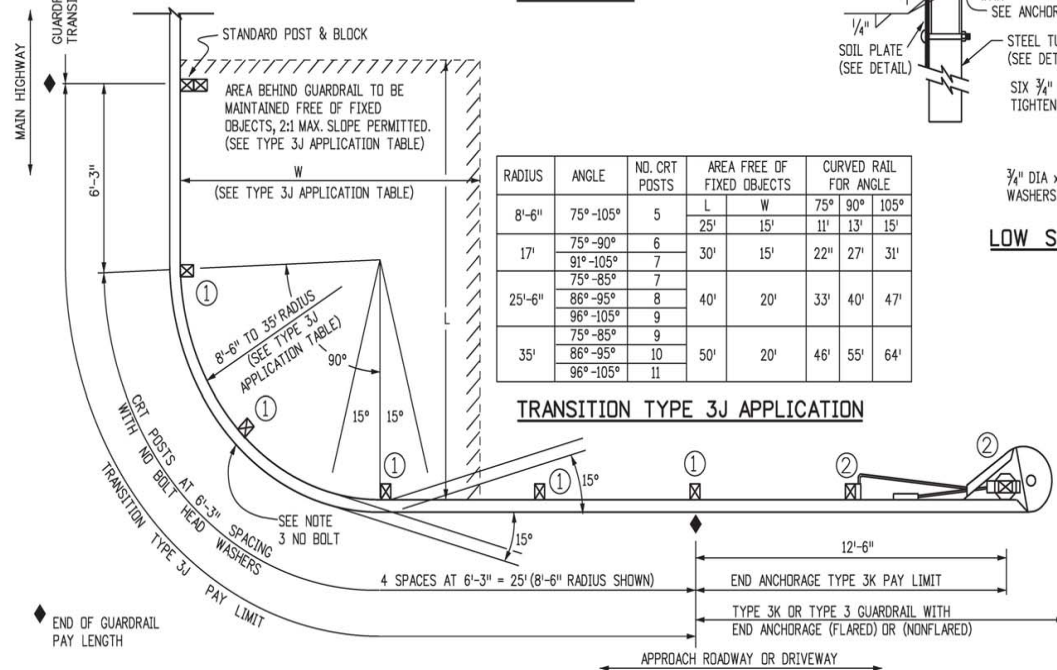
POST	DIMENSIONS	TYPE
①	6" x 8" x 6'	CRT
②	5½" x 7½" x 45½"	BREAKAWAY

MAIN HIGHWAY →

◆ →

GUARDRAIL TYPE 3 OR 18'-9" FOR
TRANSITION TYPE 3G. (SEE PLANS)

→



RADIUS	ANGLE	ND. CRT POSTS	AREA FREE OF FIXED OBJECTS		CURVED RAIL FOR ANGLE		
8'-6"	75°-105°	5	L	W	75°	90°	105°
			25'	15'	11'	13'	15'
17'	75°-90°	6	30'	15'	22"	27'	31'
	91°-105°	7					
25'-6"	75°-85°	7	40'	20'	33'	40'	47'
	86°-95°	8					
	96°-105°	9					
	75°-85°	9					
35'	86°-95°	10	50'	20'	46'	55'	64'
	96°-105°	11					

ATTACH W-BEAM TO PIPE WITH $\frac{3}{4}$ " DIA. x 2" BUTTON HEAD WITH BOLT AND RECESS NUT WITH NO WASHER (NO CONNECTION TO POST)

WOOD BREAKAWAY POST (TYP.) (SEE DETAIL)

NO WASHER

31"

2" MAX. (TYP.)

$\frac{1}{4}$ "

SOIL PLATE (SEE DETAIL)

SEE ANCHOR DETAIL

STEEL TUBE (SEE DETAIL)

SIX $\frac{3}{4}$ " CABLE CLIPS, TIGHTEN NUTS ON U-BOLTS

$\frac{3}{4}$ " DIA. x 9'-0" CABLE WITH ONE SWAGED END

$\frac{3}{4}$ " DIA x 8" BOLT, NUT AND 2 WASHERS (SEE NOTE 2)

$\frac{3}{4}$ " DIA HOLE IN STEEL PIPE 7" FROM TOP

4 1/2" (TYP.)

ANCHOR PLATE (SEE NOTE 10)

SEE NOTE 4

18"

$\frac{3}{8}$ " x 4" x 12" STEEL PLATE WELDED TO 10" DIA PIPE

$\frac{1}{4}$ "

TWO 10d GALV. NAILS

BEARING PLATE AND SPACER (SEE DETAIL)

TWO 1" NUTS AND WASHER (SEE NOTE 8)

5/16" STD. 2" PIPE SLEEVE (2 3/8" O.D.)

3/4" DIA x 10" BOLT, NUT, AND 2 WASHERS (EACH POST) TO SECURE POST IN TUBE

STEEL TUBE (SEE DETAIL)

WELDED CONNECTION OPTION FOR SOIL PLATE-STEEL TUBE CONNECTIONS (SEE NOTE 7)

$\frac{1}{4}$ "

CURVED RAIL FOR ANGLE			
75°	90°	105°	

Diagram illustrating the assembly of a vertical support structure. The components and their dimensions are:

- STEEL TUBE (SEE DETAIL)
- 2 1/2" x 2 1/2" x 1/4" x 8" GALVANIZED STRUCTURAL STEEL TUBE
- 1" NUT
- 1" DIA x 4" STUD FULL LENGTH
- TACK WELD 2 1/2" x 2 1/2" x 1/4" STEEL PLATE WITH 1/16" DIA. HOLE TO STEEL TUBE

Technical drawing of a square plate. The overall dimensions are 2'-0" wide by 1'-6" high. The width is divided into three equal sections of 9" each. The height is divided into two equal sections of 9" each. Two 7/8" diameter bolt holes are located in the center of the plate, spaced 6" apart horizontally. The plate is made of 1/4" steel.

2'-0"

9" 6" 9"

1'-6"

9"

TWO 7/8" DIA. BOLT HOLES

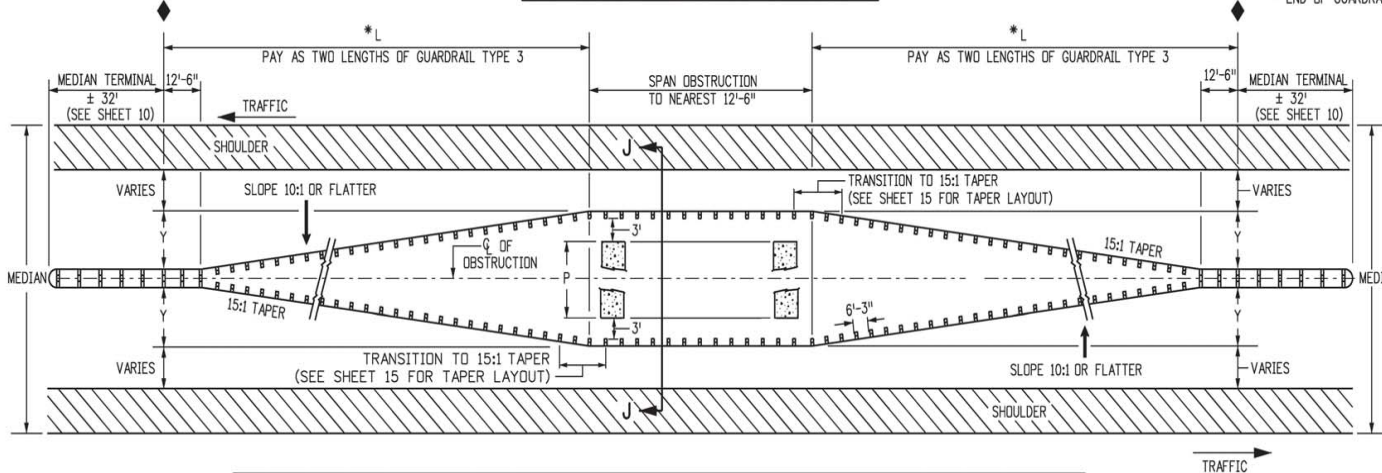
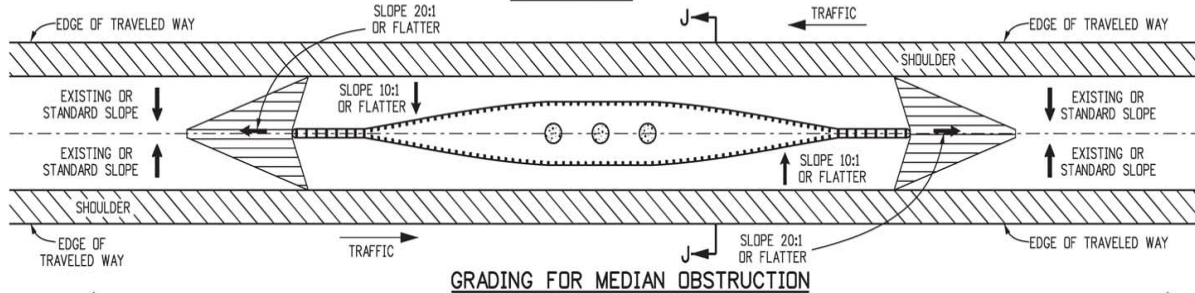
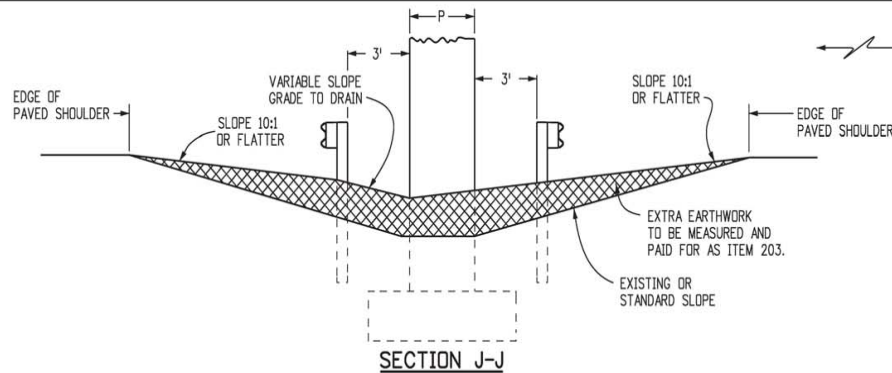
1/4" STEEL PLATE

Diagram illustrating the connection details for the steel plate:

- 1 $\frac{1}{16}$ " DIA. HOLE
- 8" (Overall width)
- 4" (Distance from edge to hole center)
- 8" (Overall height)
- 3" (Distance from bottom edge to hole center)
- 5/8" STEEL PLATE
- SECURE FROM ROTATION WITH TWO 10d GALV. NAILS
- 3/8" x 1" x 8" STEEL SPACER PLATE TACK-WELDED TO 5/8" STEEL PLATE

11. THE STEEL TUBE MAY BE DRIVEN WITH WOOD POST INSERTED IF NO DAMAGE OCCURS TO THE POST OR BOLTS.

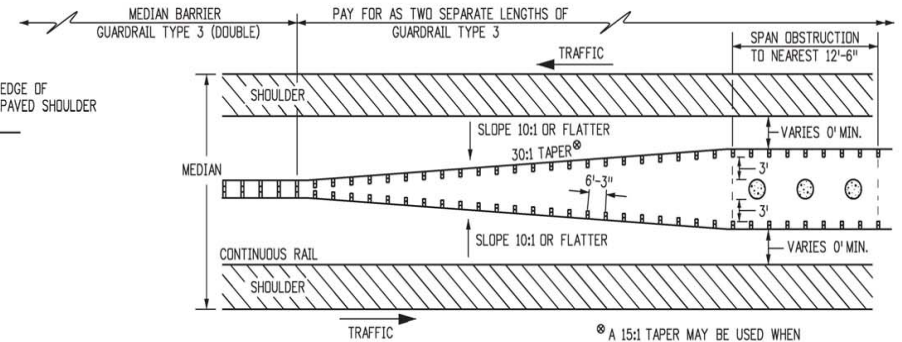
STANDARD PLAN NO.
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Project Sheet Number:



P	1'	2'	3'	4'	5'	6'	7'	8'	9'	10'	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'
Y	4'-1"	4'-7"	5'-1"	5'-7"	6'-1"	6'-7"	7'-1"	7'-7"	8'-1"	8'-7"	9'-1"	9'-7"	10'-1"	10'-7"	11'-1"	11'-7"	12'-1"	12'-7"	13'-1"	13'-7"
L	75'	87'-6"	100'	112'-6"	125'	137'-6"	150'	162'-6"	175'	187'-6"	200'	212'-6"	225'							

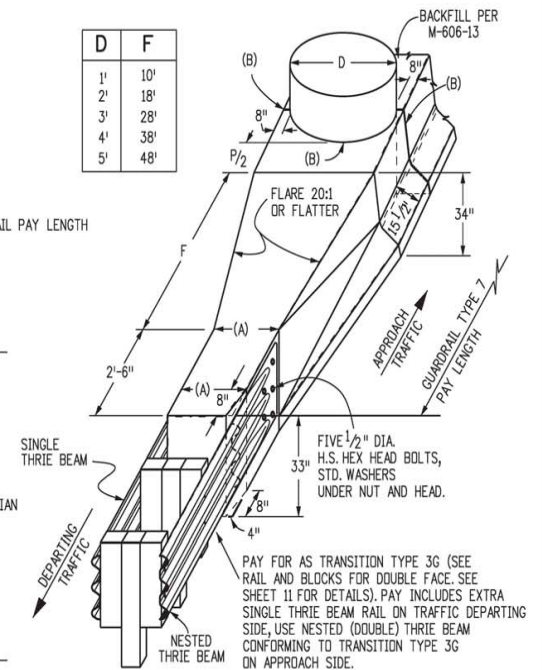
GUARDRAIL FOR OBSTRUCTION IN MEDIANS WIDER THAN 30 FT.

NOTE: FOR OBSTRUCTIONS (P) THAT ARE WIDER THAN 20 FT. IN MEDIANS USE SHEET 16.



OBSTRUCTION IN MEDIAN 30 FT. WIDE OR LESS

D	F
1'	10'
2'	18'
3'	28'
4'	38'
5'	48'



(A). TIMBER POSTS 2 FT., STEEL POSTS 1 FT.-9/16 IN.

(B). 1/2 IN. PREFORMED JOINT MATERIAL.

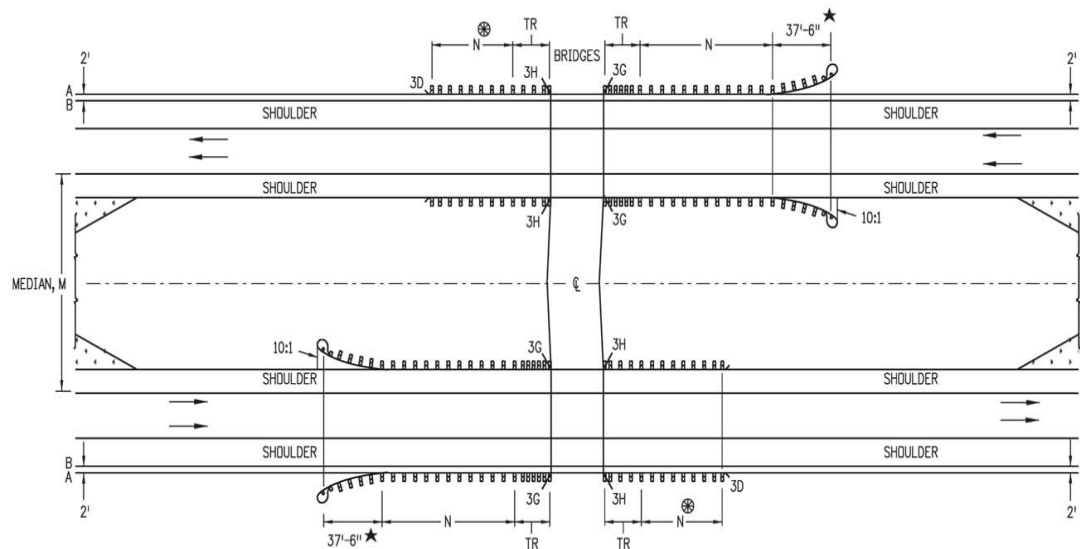
NARROW MEDIAN DETAIL

USUALLY LESS THAN 30 FT. WIDE MEDIAN WITH ALL PAVED SURFACE

* L IS MEASURED ALONG FACE OF GUARDRAIL

OBSTRUCTIONS IN MEDIANS

Computer File Information		Sheet Revisions		Colorado Department of Transportation		MIDWEST		STANDARD PLAN NO.	
Creation Date: 07/31/19	(R-X)	Date:	Comments	 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868	GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES	M-606-1			
Designer Initials: JBK						Standard Sheet No. 13 of 19			
Last Modification Date: 03/05/20									
Detailer Initials: LTA									
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)			Project Development Branch	JBK	Issued by the Project Development Branch: July 31, 2019		Project Sheet Number:	



MULTILANE DIVIDED HIGHWAYS FOR STEEP EMBANKMENTS IN MEDIAN

NOTES

1. MEDIAN BARRIERS TANGENT TO THE ROADWAY MAY BE USED WHERE THE SHOULDER SLOPES IN THE MEDIAN ARE STEEP.
2. BARRIER LENGTHS SHALL BE INCREASED TO ACCOUNT FOR STEEP EMBANKMENTS OR OTHER HAZARDS WITHIN CLOSE PROXIMITY OF BRIDGES.

⊗ — DO NOT CONSTRUCT THE TR AND GUARDRAIL ON THE TRAILING BRIDGE ENDS IF SITE CONDITIONS DO NOT WARRANT THE USE OF GUARDRAIL.

N — SHOWN ON PLANS, LENGTH TO SHIELD ALL HAZARDS IS BASED ON GUARDRAIL'S LENGTH OF NEED COMPUTATION. SEE AASHTO ROADWAY DESIGN GUIDE. THE MINIMUM SHALL BE 12 FT. - 6 IN., WHERE SITE CONDITIONS ALLOW. THE TOTAL LENGTH OF NEED WILL INCLUDE THE LENGTH OF TRANSITION, THE LENGTH OF RAIL (N), AND ANY REDIRECTIVE LENGTH IN THE RAIL END TREATMENT.

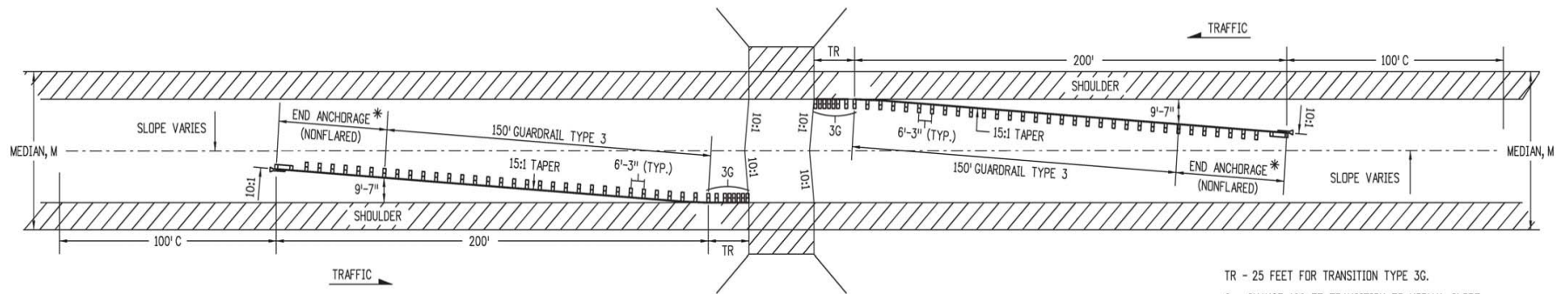
TR — 25 FEET FOR TRANSITION TYPES 3G AND 3H.

A — EDGE OF 8 FT. OR 10 FT. SHOULDER.

B — EDGE OF 6 FT. OR LESS SHOULDER.

★ — END ANCHORAGE CAN BE FLARED OR NONFLARED.

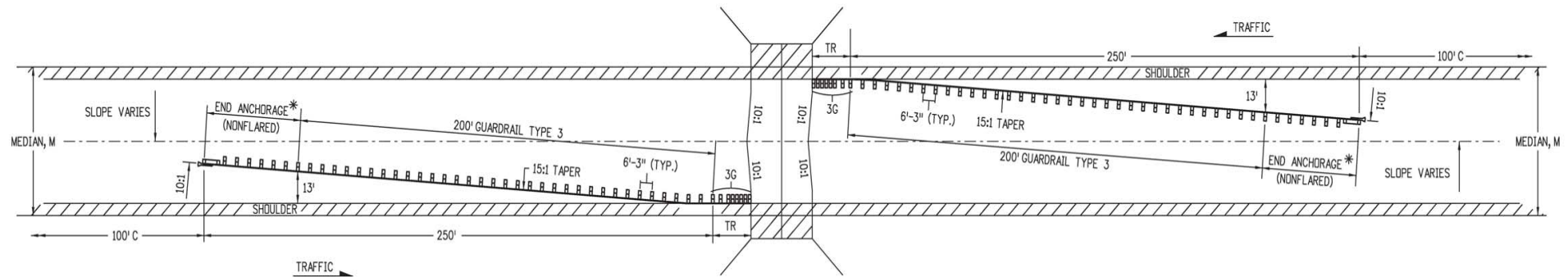
Computer File Information		Sheet Revisions		Colorado Department of Transportation  2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES Issued by the Project Development Branch: July 31, 2019	STANDARD PLAN NO.
Creation Date: 07/31/19		Date:	Comments			M-606-1
Designer Initials: JBK	(R-X)					Standard Sheet No. 14 of 19
Last Modification Date: 03/05/20	(R-X)					Project Sheet Number:
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)					



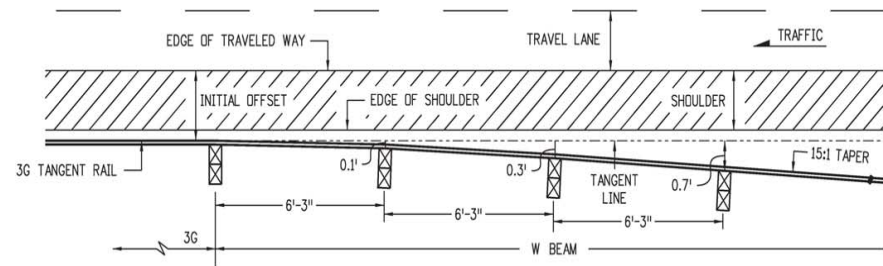
MEDIANS 60 FT. AND OVER WITH 10 FT. OR WIDER SHOULDERS.

* END ANCHORAGE LENGTH AND FLARE RATES VARY BY DEVICE.
SEE MANUFACTURER/SUPPLIER FOR INSTALLATION REQUIREMENTS.

TR - 25 FEET FOR TRANSITION TYPE 3G.
C - CHANGE: 100 FT. TRANSITION TO NORMAL SLOPE.
M - WIDTH OF MEDIAN.



MEDIANS 60 FT. AND OVER WITH 4 TO 8 FT. SHOULDERS.



TRANSITION TO TYPICAL 15:1 TAPER

MULTILANE DIVIDED HIGHWAYS - (DEPRESSED MEDIANS, 60 FT. AND OVER WITH OPEN HAZARDS OR OBSTRUCTIONS)

NOTES

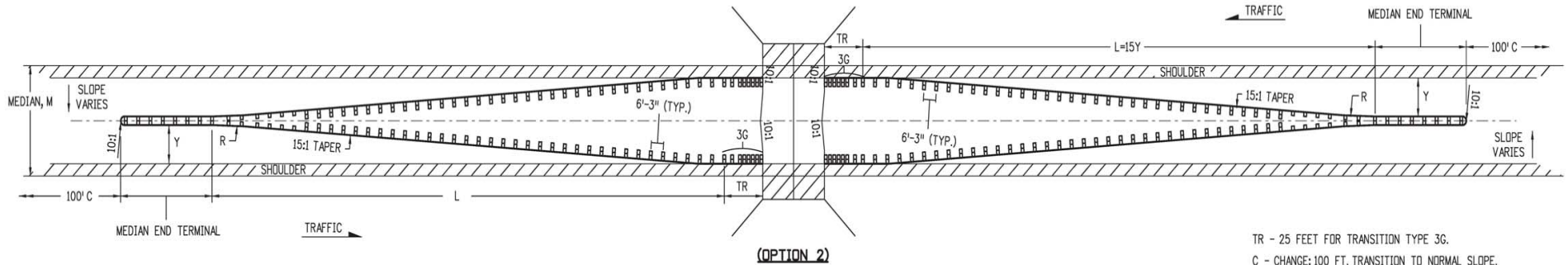
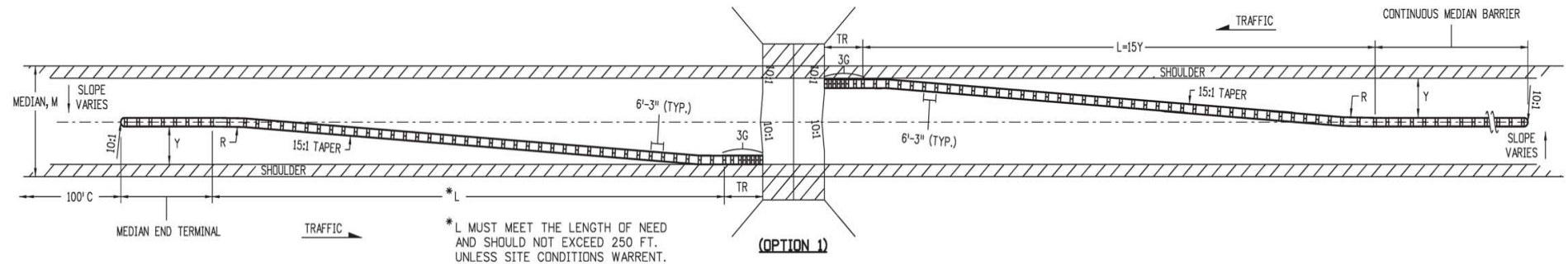
1. GUARDRAIL TRANSITIONS FROM PARALLEL TO ROADWAY SHOULDER AT 3G SEGMENT TO 15:1 TAPER WITHIN 25 FEET BASED ON POST OFFSET DIMENSIONS SHOWN.
2. SEE SHEET 14 FOR THE RIGHT SHOULDER GUARDRAIL LAYOUT.

Computer File Information		Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES	STANDARD PLAN NO. M-606-1
Creation Date: 07/31/19		Date:	Comments			
Designer Initials: JBK	(R-X)			Project Development Branch JBK	Issued by the Project Development Branch: July 31, 2019	Standard Sheet No. 15 of 19
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8	Scale: Not to Scale	Units: English				Project Sheet Number:

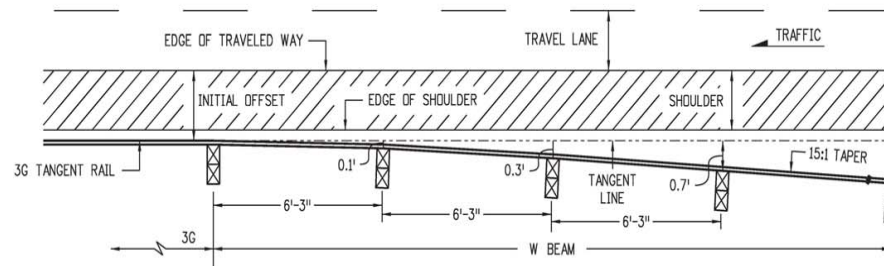


NOTES

1. GUARDRAIL TRANSITIONS FROM PARALLEL TO ROADWAY SHOULDER AT 3G SEGMENT TO 15:1 TAPER WITHIN 25 FEET BASED ON POST OFFSET DIMENSIONS SHOWN.
2. THE OPTION 1 LAYOUT SHALL BE USED WHEN "Y" EXCEEDS 16 FEET OR WHEN MEDIAN BARRIER IS CONTINUOUS.
3. THE OPTION 2 LAYOUT SHALL BE USED WHEN "Y" IS 16 FEET OR LESS.
4. SEE SHEET 14 FOR RIGHT SHOULDER GUARDRAIL LAYOUT.



TR - 25 FEET FOR TRANSITION TYPE 3G.
 C - CHANGE: 100 FT. TRANSITION TO NORMAL SLOPE.
 M - WIDTH OF MEDIAN.
 L - TOTAL LENGTH PAID AS GUARDRAIL TYPE 3.
 Y - FINAL OFFSET AT END.

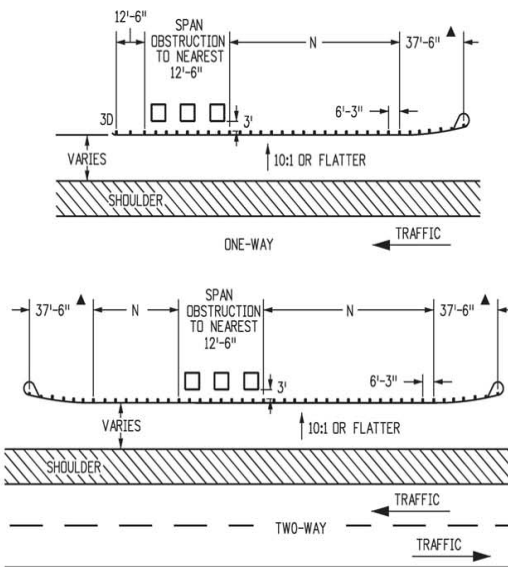


TRANSITION TO TYPICAL 15:1 TAPER

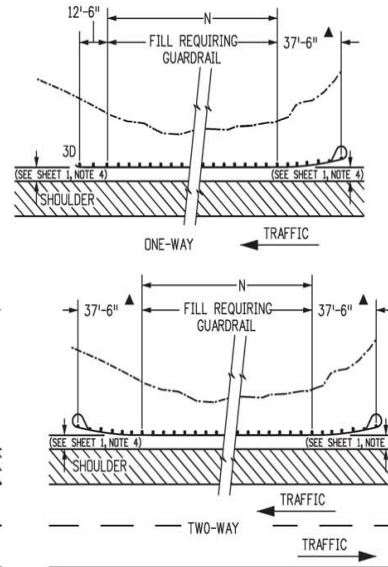
MULTILANE DIVIDED HIGHWAYS - (DEPRESSED MEDIANS, 21 - 59 FT. WITH OPEN HAZARDS OR OBSTRUCTIONS)

Computer File Information		Sheet Revisions		Colorado Department of Transportation 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch JBK	MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES Issued by the Project Development Branch: July 31, 2019	STANDARD PLAN NO. M-606-1 Standard Sheet No. 16 of 19 Project Sheet Number:
Creation Date: 07/31/19		Date:	Comments			
Designer Initials: JBK	(R-X)					
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)					

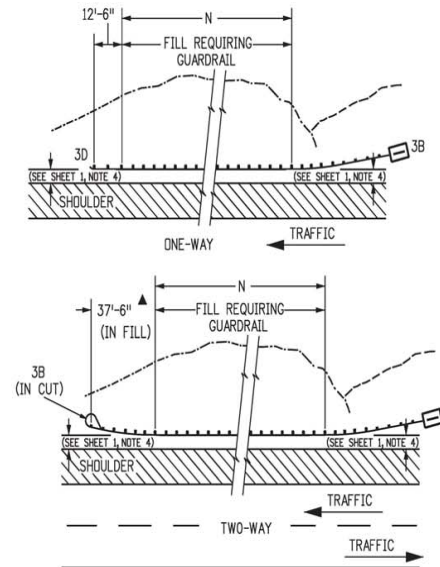
6.1



GUARDRAIL FOR ROADSIDE OBSTRUCTIONS



GUARDRAIL FOR ROADSIDE FILL CONSTRUCTION

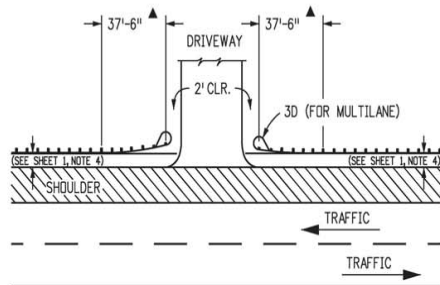


GUARDRAIL FOR ROADSIDE CUT-TO-FILL CONDITION

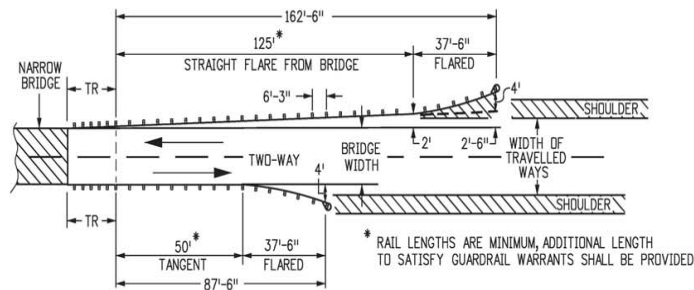
NOTES

1. A TYPE 3G OR 3H TRANSITION (SEE SHEET 11) SHALL BE USED TO CONNECT THE TYPE 3 W-BEAM TO A TYPE 9 CONCRETE BARRIER (SEE M-606-15) OR TO A TYPE 8 OR 10 BRIDGE RAIL.
2. "TR" SHALL BE 25 FEET FOR THE TRANSITION TYPES 3G AND 3H.
3. THE GUARDRAIL LENGTH DIMENSION "N" IS THE LENGTH AS DETERMINED BY THE LENGTH OF NEED COMPUTATION AND IS SHOWN ON THE PLANS. THE MINIMUM IS 12 FT.-6 IN. WHERE SITE CONDITIONS ALLOW. THE OVERALL REQUIRED LENGTH OF NEED CAN INCLUDE THE LENGTH OF TRANSITION, THE LENGTH OF RAIL (N), AND ANY REDIRECTIVE LENGTH IN THE RAIL END TREATMENT. A TRAVERSABLE SLOPE SHALL BE PROVIDED BEHIND THE TERMINAL TO DIMENSION "N" PRIOR TO THE OBSTRUCTION UNLESS OTHERWISE APPROVED BY THE ENGINEER.

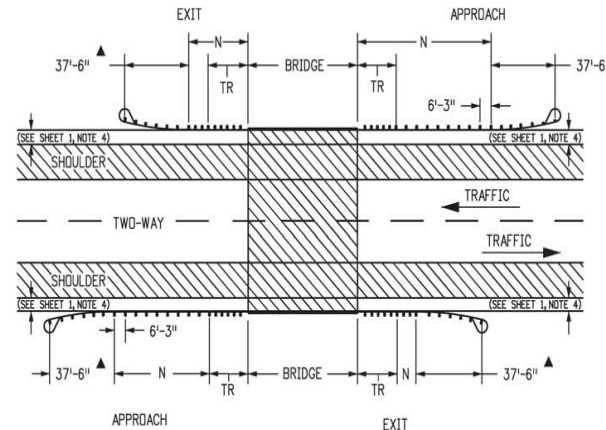
▲ END ANCHORAGE CAN BE FLARED OR NONFLARED



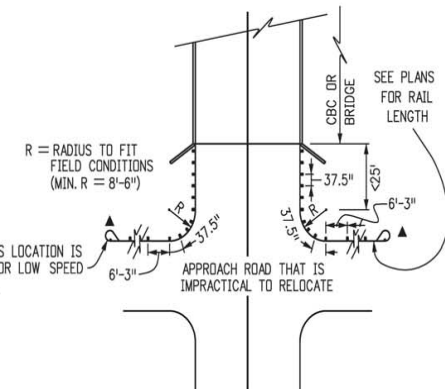
LAYOUT FOR DRIVEWAY APPROACH



2-WAY NARROW APPLICATION



2-WAY NORMAL BRIDGE APPLICATION



GUARDRAIL TYPE 3 WITH BLOCKED OUT POSTS SPACED AT 3'-1/2" FROM STRUCTURE AROUND CURVE.

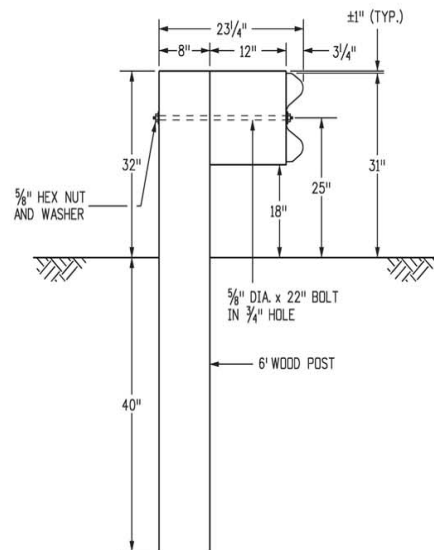
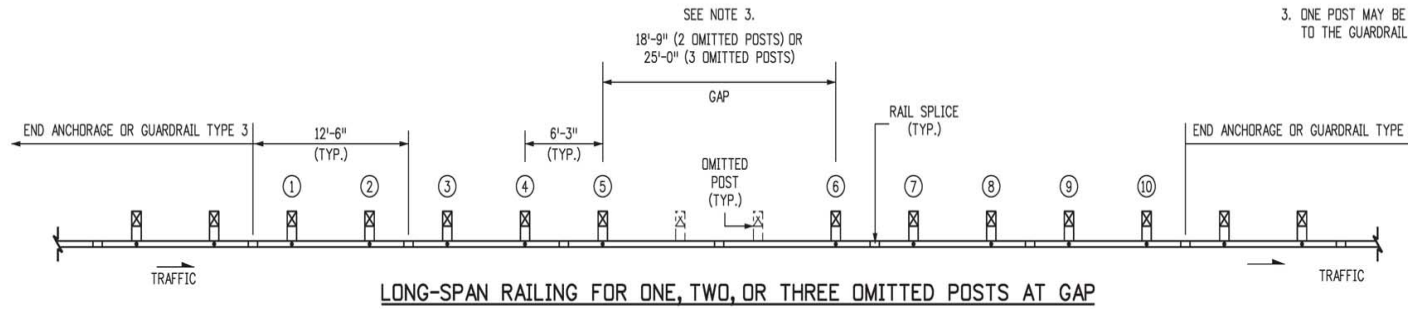
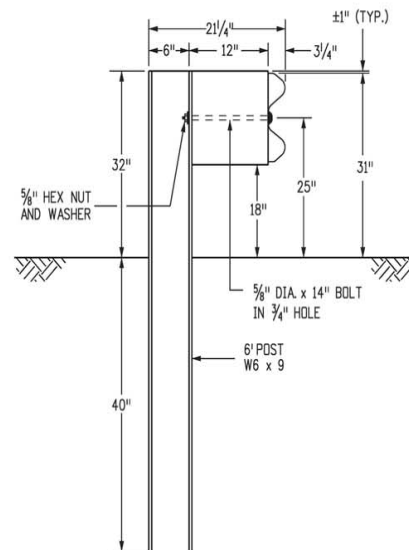
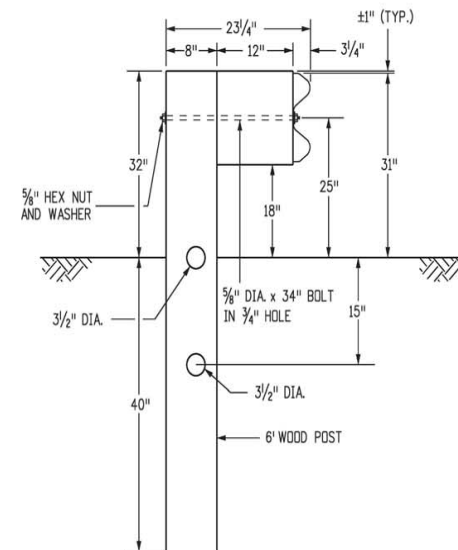
INTERRUPTED STRUCTURE APPROACH

(USE TYPE 3J ON SHEET 12 WHEN PRACTICAL)

Computer File Information		Sheet Revisions		<div>Colorado Department of Transportation</div> <div> 2829 West Howard Place CDOT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868</div> <div>Project Development Branch</div> <div>JBK</div>	MIDWEST		STANDARD PLAN NO.	
Creation Date: 07/31/19	<div>(R-X)</div> <div>(R-X)</div> <div>(R-X)</div> <div>(R-X)</div>	Date:	Comments		GUARDRAIL SYSTEM (MGS)		M-606-1	
Designer Initials: JBK					TYPE 3 W-BEAM 31 INCHES		Standard Sheet No. 17 of 19	
Last Modification Date: 03/05/20								
Detailer Initials: LTA								
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English					Issued by the Project Development Branch: July 31, 2019		Project Sheet Number:	

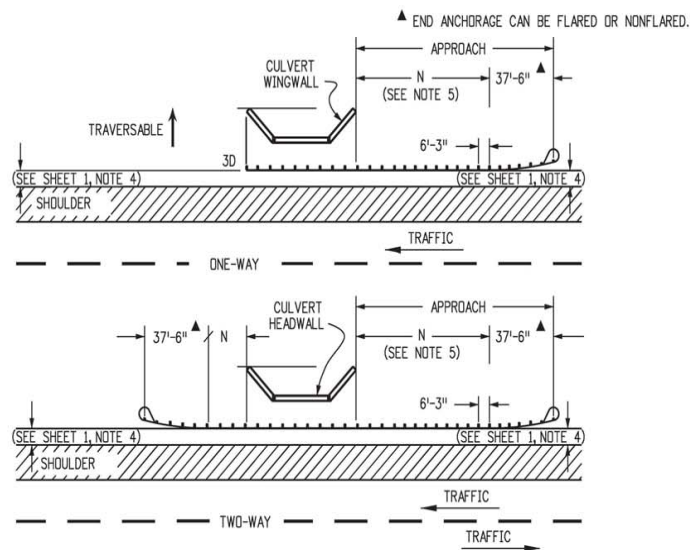
NOTES

- POSTS ①, ②, ⑨, and ⑩ MAY BE TIMBER OR STEEL.
- THE NUMBER OF OMITTED POSTS IS DEPENDENT ON THE LENGTH OF THE GAP.
- ONE POST MAY BE OMITTED WITHOUT ANY MODIFICATION TO THE GUARDRAIL RUN.

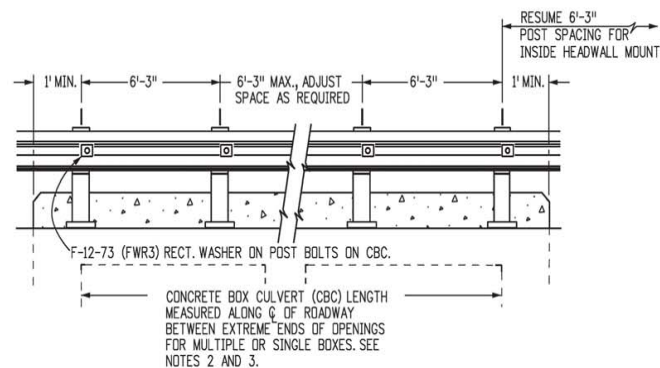
**TIMBER POST**POSTS ①-② AND ⑨-⑩
(SEE NOTE 1)**STEEL POST**POSTS ①-② AND ⑨-⑩
(SEE NOTE 1)**BREAKWAY TIMBER POST**

POSTS ③ - ⑧

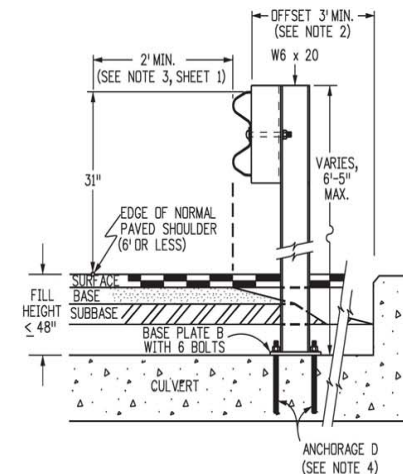
Computer File Information		Sheet Revisions		<div>  Colorado Department of Transportation 2829 West Howard Place CDDT HQ, 3rd Floor Denver, CO 80204 Phone: 303-757-9021 FAX: 303-757-9868 Project Development Branch </div>	<div> MIDWEST GUARDRAIL SYSTEM (MGS) TYPE 3 W-BEAM 31 INCHES Issued by the Project Development Branch: July 31, 2019 </div>	STANDARD PLAN NO.
Creation Date: 07/31/19		Date:	Comments			
Designer Initials: JBK	(R-X)					
Last Modification Date: 03/05/20	(R-X)					M-606-1
Detailer Initials: LTA	(R-X)					Standard Sheet No. 18 of 19
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)			JBK		Project Sheet Number:



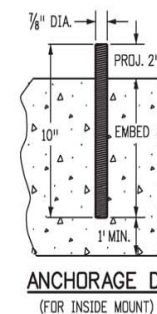
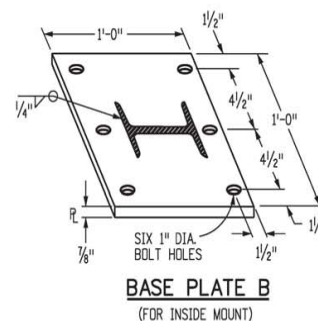
GUARDRAIL FOR CULVERTS



RAIL PLACEMENT FOR INSIDE MOUNT



INSIDE MOUNT ON CBC



NOTES

1. LOCATION AND LENGTH OF MEDIAN GUARDRAIL APPROACHES TO CULVERTS WITH FULL HEADWALL AND WINGWALLS SHALL BE AS SHOWN FOR BRIDGES ON SHEET 15. THE GUARDRAIL TYPE 3 SHALL CONTINUE ACROSS THE CULVERT AS SHOWN ON THIS SHEET.
2. RIGHT SHOULDER BOX CULVERT TREATMENT IS SHOWN ON THIS SHEET FOR CULVERTS 20 FT. OR LESS IN LENGTH.
3. CONSTRUCTION AND PAYMENT FOR FILL HEIGHTS SHALL BE INCLUDED IN THE COST OF THE GUARDRAIL TYPE 3.
4. ANCHORAGE D: SIX BOLTS FOR BASE PLATE "B" WITH INSIDE MOUNT. THE BOLTS SHALL BE 7/8 IN. DIA X 10 IN. HIGH STRENGTH RODS THREADED FULL LENGTH AND ALL GALVANIZED. RODS SHALL BE CAST-IN-PLACE FOR NEW STRUCTURES. FOR EXISTING STRUCTURES, THE RODS SHALL BE INSTALLED IN 1-1/4 IN. DIA HOLES WITH NON-SHRINK GROUT OR EPOXY CONFORMING TO ASTM C 881. IF THE THICKNESS OF A CULVERT'S TOP PANEL REQUIRES BOLTS TO BE LESS THAN 10 IN. HIGH, THE BOLTS SHALL BE APPROVED BY THE ENGINEER.
5. THE GUARDRAIL LENGTH DIMENSION "N" IS THE LENGTH AS DETERMINED BY THE LENGTH OF NEED COMPUTATION AND IS SHOWN ON THE PLANS. THE MINIMUM IS 12 FT.-6 IN. WHERE SITE CONDITIONS ALLOW. THE OVERALL REQUIRED LENGTH OF NEED CAN INCLUDE THE LENGTH OF TRANSITION, THE LENGTH OF RAIL (N), AND ANY REDIRECTIVE LENGTH IN THE RAIL END TREATMENT.
6. ALL POSTS, BASE PLATES, AND ANCHOR BOLTS SHALL BE FABRICATED FROM ASTM A 36 STEEL. THE ABOVE MATERIAL, W-BEAM, AND ALL ANCHOR BOLTS AND MISCELLANEOUS BOLTS, NUTS, AND WASHERS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH SECTION 509. CONCRETE, REINFORCING STEEL, AND STRUCTURAL STEEL ELEMENTS SHALL BE IN ACCORDANCE WITH SECTIONS 601, 602, AND 509, RESPECTIVELY.
7. POST ANCHORS, ENCASED IN CONCRETE, SHALL BE ASTM A 36 STEEL, AND NEED NOT BE GALVANIZED.
8. PRIOR TO INSTALLATION OF GUARDRAIL ON CULVERTS, THREE SETS OF WORKING DRAWINGS WHICH COMPLY WITH THE REQUIREMENTS OF SECTION 105 SHALL BE SUBMITTED TO THE ENGINEER FOR INFORMATION ONLY.

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Creation Date: 07/31/19		Date:	Comments			
Designer Initials: JBK	(R-X)					
Last Modification Date: 03/05/20	(R-X)					
Detailer Initials: LTA	(R-X)					
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)					



GENERAL NOTES

1. ALL CONSTRUCTION ZONE TRAFFIC CONTROL DEVICES, INCLUDING BUT NOT LIMITED TO BARRICADES, SIGNS, ARROW PANELS, FLASHING BEACON (PORTABLE), AND CHANNELIZING DEVICES, SHALL BE FURNISHED, INSTALLED, MAINTAINED (INCLUDING WASHING), REPLACED IF DAMAGED, REMOVED WHEN TEMPORARILY NOT IN USE AND RETURNED WHEN REQUIRED, RESET AS NECESSARY DURING THE PROGRESS OF CONSTRUCTION, AND REMOVED ENTIRELY WHEN THE PROJECT IS COMPLETED. ALL DEVICES SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE ATSSA "QUALITY GUIDELINES FOR TEMPORARY TRAFFIC CONTROL DEVICES & FEATURES".

2. WORK ON THE PROJECT SHALL NOT BE STARTED UNTIL ALL REQUIRED TRAFFIC CONTROL DEVICES ARE IN PLACE, AND APPROVED BY THE ENGINEER.

3. WHEN SPEED LIMIT REDUCTION IS REQUIRED, SUCH REDUCTION SHALL BE IN ACCORDANCE WITH CDOT FORM 568, "AUTHORIZATION AND DECLARATION OF TEMPORARY SPEED LIMITS."

WHEN A CHANGE IN AN EXISTING SPEED LIMIT IS REQUIRED, THE R2-1 SIGNS, SHOWN ON THE SCHEDULE OF CONSTRUCTION TRAFFIC CONTROL DEVICES, SHOULD BE INSTALLED AT THE LOCATIONS SHOWN ON THE TYPICAL CASES BY R2-1 (OPTIONAL) SIGNS.

AN ADVISORY SPEED PLATE (W13-1P) MAY BE USED WITH A WARNING SIGN WHEN THE MAXIMUM RECOMMENDED SPEED FOR CONDITION NAMED IS LOWER THAN THE POSTED SPEED LIMIT.

THE REGULATORY OR ADVISORY SPEED REDUCTION DISPLAYED SHALL NOT EXCEED 15 MPH PER SIGN INSTALLATION.

4. ANY TRAFFIC CONTROL DEVICE THAT IS DAMAGED, WEATHERED, WORN, OR OTHERWISE DEEMED UNACCEPTABLE BY THE ENGINEER, SHALL BE REPLACED.

5. CONTRACTOR AND PERSONAL VEHICLE PARKING IS PROHIBITED WITHIN THE RIGHT-OF-WAY UNLESS DESIGNATED ON THE PLANS, OR APPROVED BY THE ENGINEER.

6. CONSTRUCTION TRAFFIC SIGNS SHALL BE MEASURED BY THE FOLLOWING SIZES AND DESCRIPTIONS:

PANEL SIZE A0.01 TO 9.00 SQ. FT. (INCLUDING TYPE 1 AND TYPE 2 BARRICADES).

PANEL SIZE B9.01 TO 16.00 SQ. FT.

PANEL SIZE CGREATER THAN 16 SQ. FT.

CONSTRUCTION TRAFFIC SIGN (SPECIAL), SQ. FT., MAY BE USED FOR SOME PROJECT SPECIFIC INFORMATION SIGNS.

FOR DETAILED DIMENSIONS OF SIGNS WITH SIGN CODE NUMBERS, SEE "STANDARD HIGHWAY SIGNS" AND THE "COLORADO SUPPLEMENT" THERETO. SIGN LAYOUTS FOR OTHER SIGNS WILL BE FURNISHED IN THE PLANS, TRANSMITTED TO THE ENGINEER AFTER AWARD, OR MAY BE AVAILABLE UPON REQUEST.

W20-5 WARNING SIGNS SHALL BE FURNISHED WITH EXCHANGEABLE PLAQUES READING "RIGHT", "LEFT", "CENTER", "RIGHT 2", ETC. AT NO ADDITIONAL COST.

7. ALL WARNING AND REGULATORY SIGNS SHALL BE POSTED ON BOTH SIDES OF THE ROADWAY ON DIVIDED HIGHWAYS, MULTI-LANE RAMPS, ONE-WAY STREETS, AND AS DIRECTED BY THE ENGINEER, EXCEPT WHERE ONLY ONE SHOULDER IS CLOSED (EX: CASE 11 ON SHEET 7).

8. ADDITIONAL TRAFFIC CONTROL DEVICES ADDRESSING FLAGGING, SPEED REDUCTION, ETC. WILL BE NECESSARY FOR SET-UP AND TAKE-DOWN OF MOST CASE APPLICATIONS; DAILY WORK SITE ACCESS; AND PAVEMENT MARKING REMOVAL AND INSTALLATION OPERATIONS.

9. BASED ON SIGHT DISTANCE AND OTHER CONSIDERATIONS, THE FINAL LOCATIONS OF SIGNS ARE SUBJECT TO APPROVAL OF THE ENGINEER.

10. IF CONSTRUCTION RELATED TRAFFIC CONGESTION BACKS UP BEYOND THE INSTALLED ADVANCE SIGN SEQUENCE, ADDITIONAL ADVANCE SIGNING SHALL BE PLACED BEYOND THE CONGESTION.

11. ALL SIGN MATERIAL SHALL BE SOUND AND DURABLE TO THE DEGREE NECESSARY FOR MAINTAINING EFFECTIVE AND NEAT APPEARING TRAFFIC CONTROLS, AND:

a. SIGN PANELS MAY BE FABRICATED FROM PLYWOOD, STEEL, ALUMINUM, OR OTHER SUITABLE MATERIAL.

b. REFLECTIVE SHEETING SHALL CONFORM TO ASTM D4956. THE TYPE SHALL BE AS DESCRIBED IN THE STANDARD SPECIFICATIONS AND/OR AS SHOWN ON THE PLANS.

c. SYMBOLS AND LEGEND SHALL BE OF GOOD WORKMANSHIP (UNEVEN OR HAND LETTERING WILL NOT BE ACCEPTED).

d. PORTABLE OR TEMPORARY MOUNTING SHALL NOT BE CONSTRUCTED OR WEIGHTED BY ANY METHOD OR MATERIAL THAT MAKES THEM HAZARDOUS TO TRAFFIC.

e. CERTAIN POST SIZES AND SHAPES REQUIRE A "BREAK-AWAY" DEVICE. SEE THE APPLICABLE STANDARD PLAN. OTHER POST DESIGNS OR SYSTEMS REQUIRE THE SUBMITTAL OF AN FHWA LETTER OF ACCEPTANCE TO THE ENGINEER, AND MUST BE APPROVED BY THE ENGINEER PRIOR TO THEIR USE.

12. ALL CONSTRUCTION SIGN PLACEMENT SHALL BE IN ACCORDANCE WITH STANDARD PLAN "TYPICAL GROUND SIGN PLACEMENT" UNLESS OTHERWISE APPROVED.

SIGNS APPROVED TO BE MOUNTED ON PORTABLE SUPPORTS, OR APPROPRIATE SIGNS MOUNTED ON BARRICADES, MAY BE AT LOWER HEIGHTS, BUT THE BOTTOM OF THE SIGNS SHALL NOT BE LESS THAN ONE FOOT ABOVE THE PAVEMENT ELEVATION.

13. SIGNS MOUNTED ON THE MEDIAN OF DIVIDED HIGHWAYS WHERE MEDIAN BARRIER IS IN PLACE MAY BE MOUNTED ON THE BARRIER WITH A SADDLE TYPE BRACKET. IF THE BRACKET ALLOWS THE SIGN PANEL TO BE TURNED PARALLEL TO THE ROADWAY, THE SIGN MAY REMAIN IN PLACE WHEN NOT APPLICABLE, BUT LAYING THE SIGN PANEL DOWN IN A HORIZONTAL POSITION IS NOT PERMITTED.

14. TRAFFIC CONES SHALL BE AT LEAST 28 INCHES IN HEIGHT. HOWEVER, THE MINIMUM SIZE SHALL BE 36 INCHES WHEN THEY ARE USED ON FREEWAYS AND EXPRESSWAYS, OR DURING NIGHT TIME WORKING HOURS. THEY SHOULD ALSO BE 36 INCHES WHEN USED ON OTHER HIGH SPEED ROADWAYS (45 MPH OR MORE) WITH AN ADT OF 6,000 OR MORE.

15. TYPE 1 BARRICADES SHALL NOT BE USED ON FREEWAYS, EXPRESSWAYS, OR OTHER HIGH SPEED ROADWAYS (55 MPH OR MORE).

16. WHEN TWO-WAY TRAFFIC IS PLACED ON ONE ROADWAY OF A NORMALLY DIVIDED HIGHWAY, OPPOSING TRAFFIC SHALL BE SEPARATED EITHER WITH CONCRETE BARRIER (TEMPORARY), OR WITH CHANNELIZING DEVICES APPROVED FOR THIS APPLICATION, THROUGHOUT THE LENGTH OF TWO-WAY OPERATION. THE TRANSITION ZONES SHALL HAVE CONCRETE BARRIER (TEMPORARY). THE BARRIER SHALL BE TIED TO AN EXISTING STRUCTURE OR GUARD RAIL, FLARED OR EXTENDED, TO MEET CLEAR ZONE REQUIREMENTS, OR FITTED WITH AN IMPACT ATTENUATION DEVICE.

17. CHANNELIZING DEVICE SPACING, IN FEET, SHALL BE AS FOLLOWS:

a. FOR TAPERS AND TRANSITIONS, SPACING EQUALS THE NUMERICAL VALUE OF THE SPEED LIMIT. (e.g. 45 MPH = 45 FEET)

b. FOR TANGENTS ALONG THE BUFFER SPACE OR WORK AREA, SPACING MAY NOT BE GREATER THAN TWO TIMES THE SPEED LIMIT. (e.g. 50 MPH = 50 FEET TO 100 FEET MAXIMUM)

18. FOR DETAILS ON BARRICADES, CONCRETE BARRIER (TEMPORARY), VERTICAL PANELS, AND FLASHING BEACON (PORTABLE), SEE THE APPLICABLE STANDARD PLANS.

19. FLOOD LIGHTS SHALL BE USED TO ILLUMINATE FLAGGER STATIONS DURING THE HOURS OF DARKNESS UNLESS OTHERWISE APPROVED. A TYPICAL LIGHT SHOULD PROVIDE THE FOLLOWING: A FULLY DIRECTIONAL SWIVEL MOUNT QUARTZ LIGHT SOURCE (500 WATT MINIMUM), SELF-SUPPORTING STAND WITH VARIABLE LIGHT HEIGHT FROM A MINIMUM OF EIGHT FEET ABOVE THE ROADWAY, AND A POWER SOURCE. IT SHALL ILLUMINATE THE STATION AREA AND A FLAGGER ESCAPE PATH, BUT SHALL NOT PRESENT ANY GLARE TO TRAFFIC.

20. FOR TEMPORARY PAVEMENT MARKINGS AND CONTROL POINTS FOR INSTALLING THOSE PAVEMENT MARKINGS FOR UNDIVIDED ROADWAYS THAT ARE BEING CONSTRUCTED UNDER TRAFFIC, FULL COMPLIANCE CENTER LINE, LANE LINE, AND EDGE LINE TEMPORARY MARKINGS SHALL BE IN PLACE AT THE END OF EACH WORK DAY IN ACCORDANCE WITH SECTION 627.03(d)2.

FOR ADDITIONAL PAVEMENT MARKING DETAILS, SEE STANDARD PLAN "TYPICAL PAVEMENT MARKINGS".

21. BUFFER SPACE IS OPTIONAL. NEED MUST BE DETERMINED ON A PROJECT OR SITE SPECIFIC BASIS AS DIRECTED BY THE ENGINEER. WHEN A BUFFER SPACE IS USED, DIMENSIONS AND/OR DEVICES USED ARE TO BE INCORPORATED IN THE TRAFFIC CONTROL PLAN (TCP) OR THE CONTRACTOR'S METHOD OF HANDLING TRAFFIC (MHT).

22. ADDITIONAL VMS SIGNAGE SHOULD BE CONSIDERED AT LEAST A MILE IN ADVANCE OF THE SIGNING SHOWN IN THE DETAIL FOR ANY LANE CLOSURES ON INTERSTATE AND OTHER HIGH SPEED FACILITIES ESPECIALLY WHEN THE LEVEL OF SERVICE IS SIGNIFICANTLY REDUCED AS A RESULT OF CONSTRUCTION. THE LEGENDS SHOULD BE CHANGED TO ADVISE MOTORISTS OF UPCOMING TRAFFIC CONDITIONS AND TO ALERT THEM OF UPCOMING LANE USAGE.

ADDITIONAL ADVANCE WARNING SIGNAGE IS ENCOURAGED IN ALL CASES WHERE TRAFFIC VOLUMES AND SPEEDS ARE HIGH AND/OR WHERE THERE ARE INFREQUENT EXITS. ADDITIONAL SIGNAGE IS ALSO ENCOURAGED IN LOCATIONS WHERE DRIVERS' LINE OF SIGHT TO ADVANCE WARNING SIGNS IS OBSTRUCTED.

23. WHEN ARROW BOARDS ARE USED TO CLOSE MULTIPLE LANES, A SEPARATE ARROW BOARD SHALL BE USED FOR EACH CLOSED LANE.

IF ARROW BOARDS ARE USED FOR SHOULDER WORK, BLOCKING THE SHOULDER, FOR ROADSIDE WORK NEAR THE SHOULDER, OR FOR TEMPORARILY CLOSING ONE LANE ON A TWO-LANE, TWO-WAY ROADWAY, USE THE ARROW BOARDS ONLY IN THE CAUTION MODE.

24. RAISED PAVEMENT MARKERS MAY BE USED TO SUPPLEMENT TEMPORARY STRIPING DURING NON-SNOW PERIODS. THEIR USE IS ENCOURAGED ON HIGHER SPEED FACILITIES WHEN TRAFFIC IS BEING DIVERTED FROM ITS USUAL COURSE.

25. THE TYPICAL CASES DEPICTED IN THIS STANDARD REFLECT THE MINIMUM REQUIREMENTS, UNLESS AS OTHERWISE DIRECTED BY THE PROJECT PLANS AND SPECIFICATIONS, AND/OR THE PROJECT ENGINEER.

26. A SIGNIFICANT PROJECT IS DEFINED AS ONE THAT, ALONE OR IN COMBINATION WITH OTHER CONCURRENT PROJECTS NEARBY, IS ANTICIPATED TO CAUSE SUSTAINED WORK ZONE IMPACTS AT A LOCATION FOR THREE OR MORE CONSECUTIVE DAYS WITH EITHER INTERMITTENT OR CONTINUOUS LANE CLOSURES.

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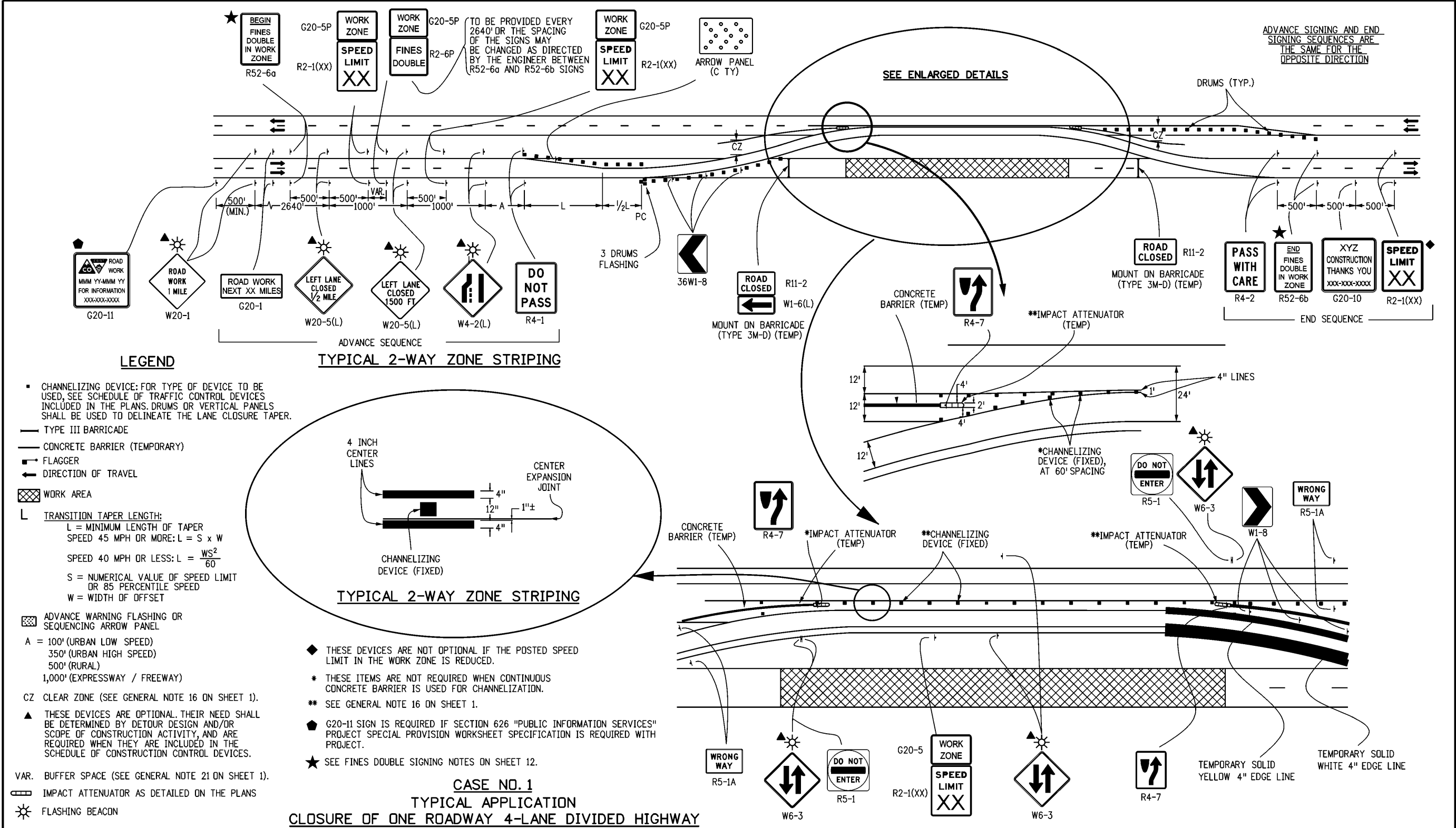
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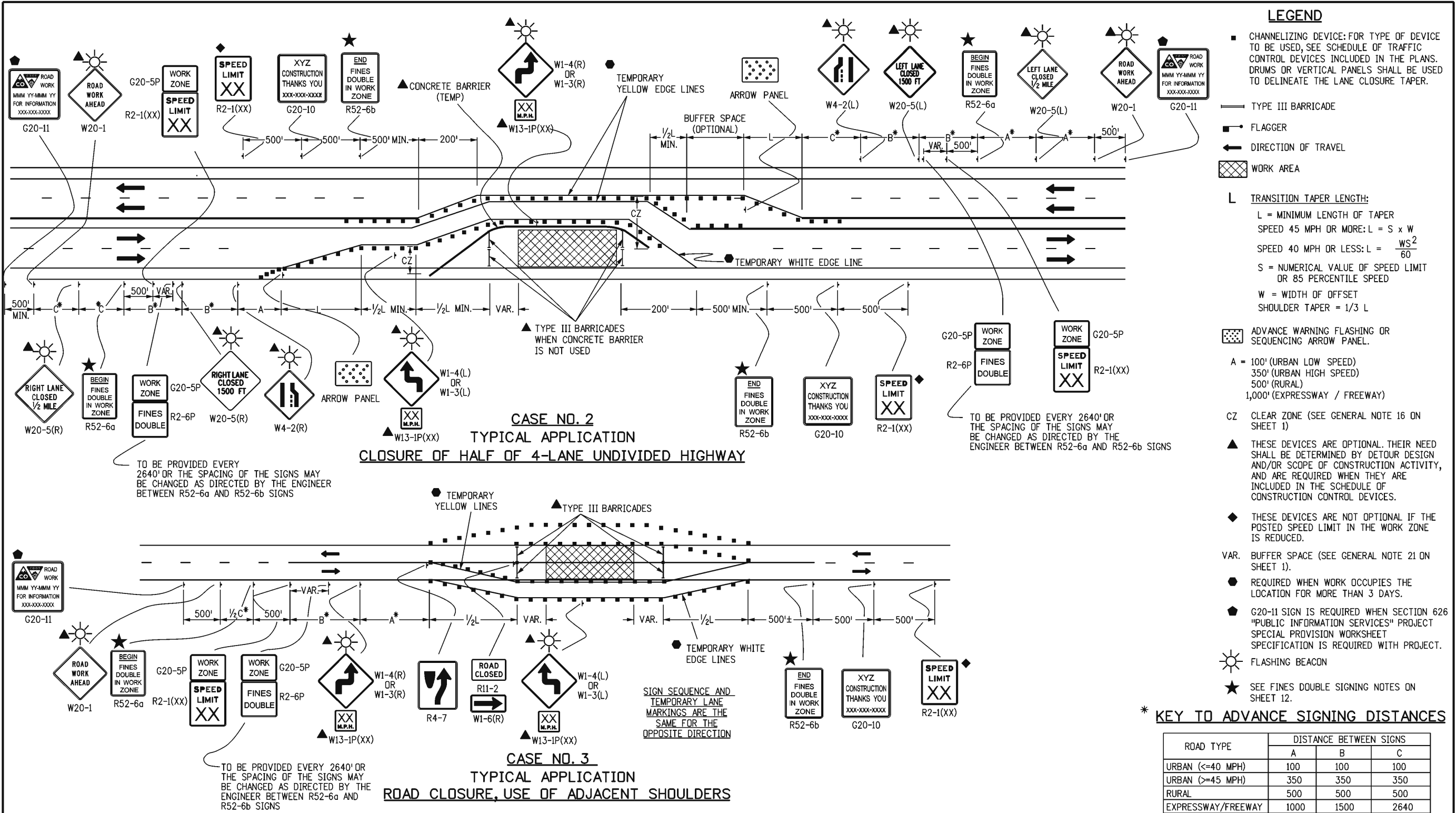
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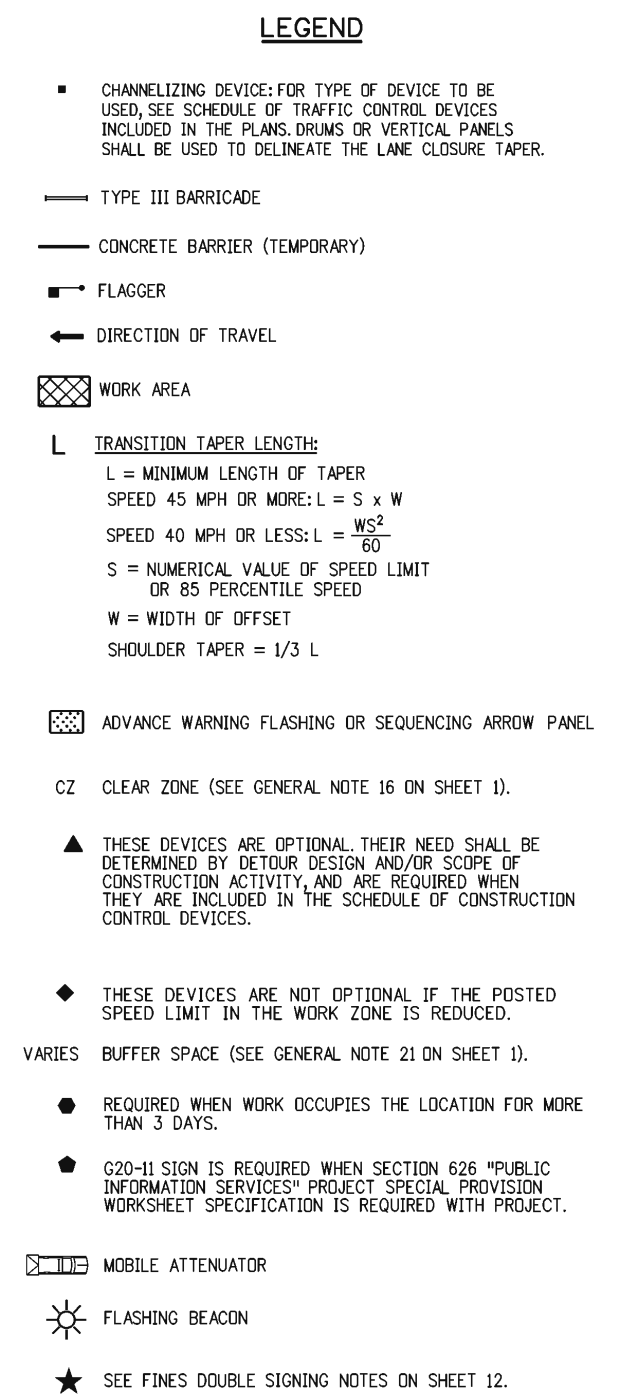
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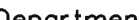
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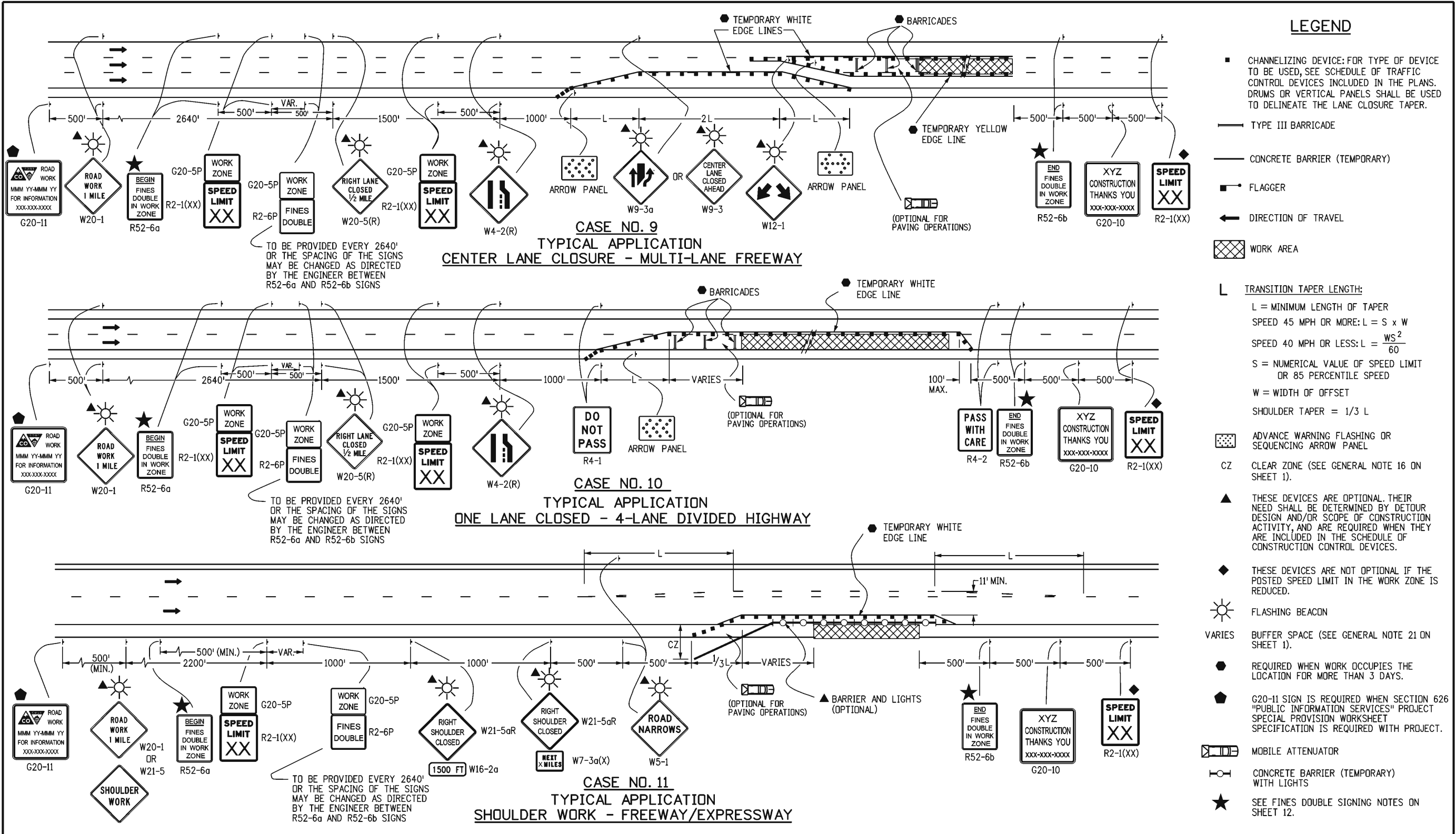
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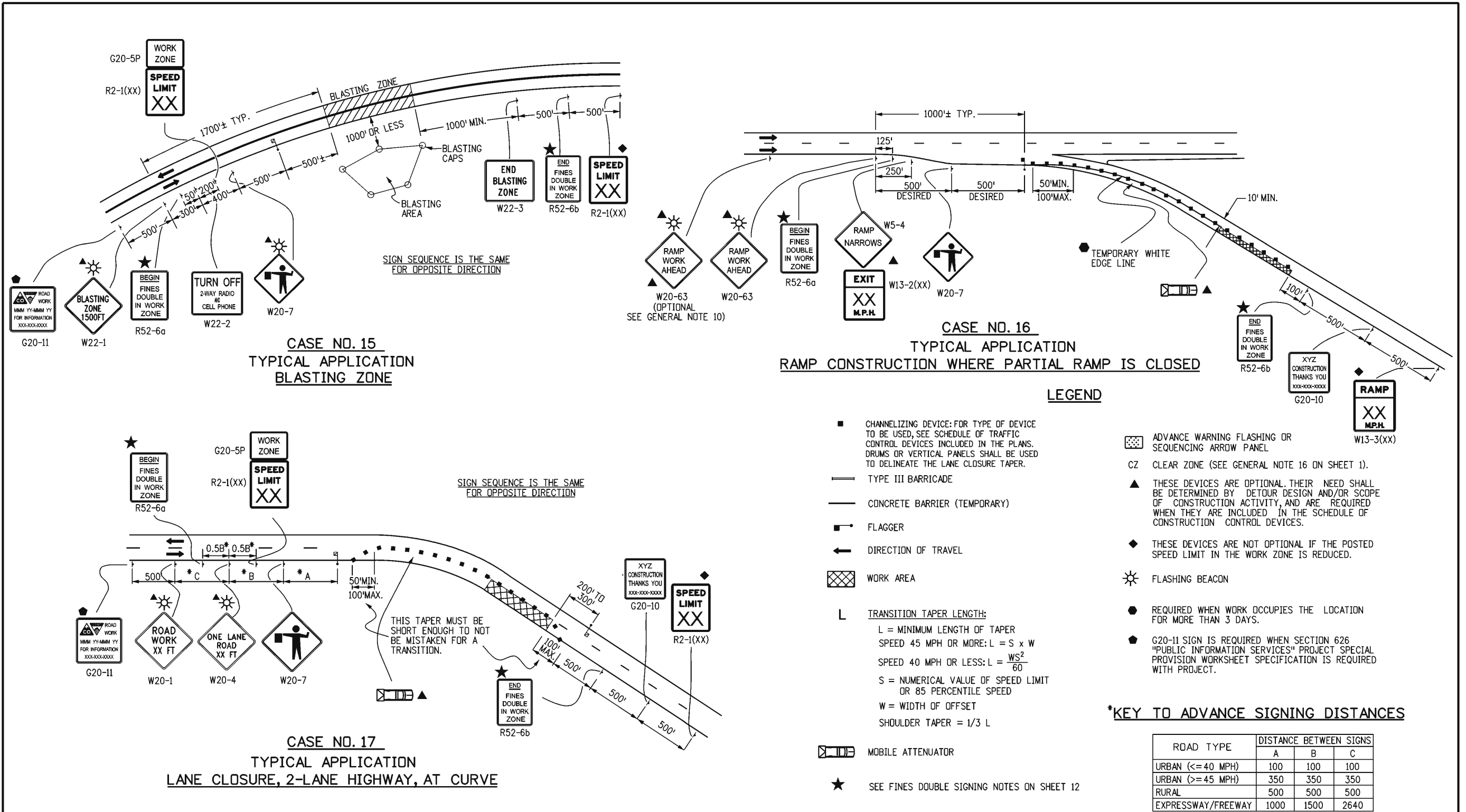


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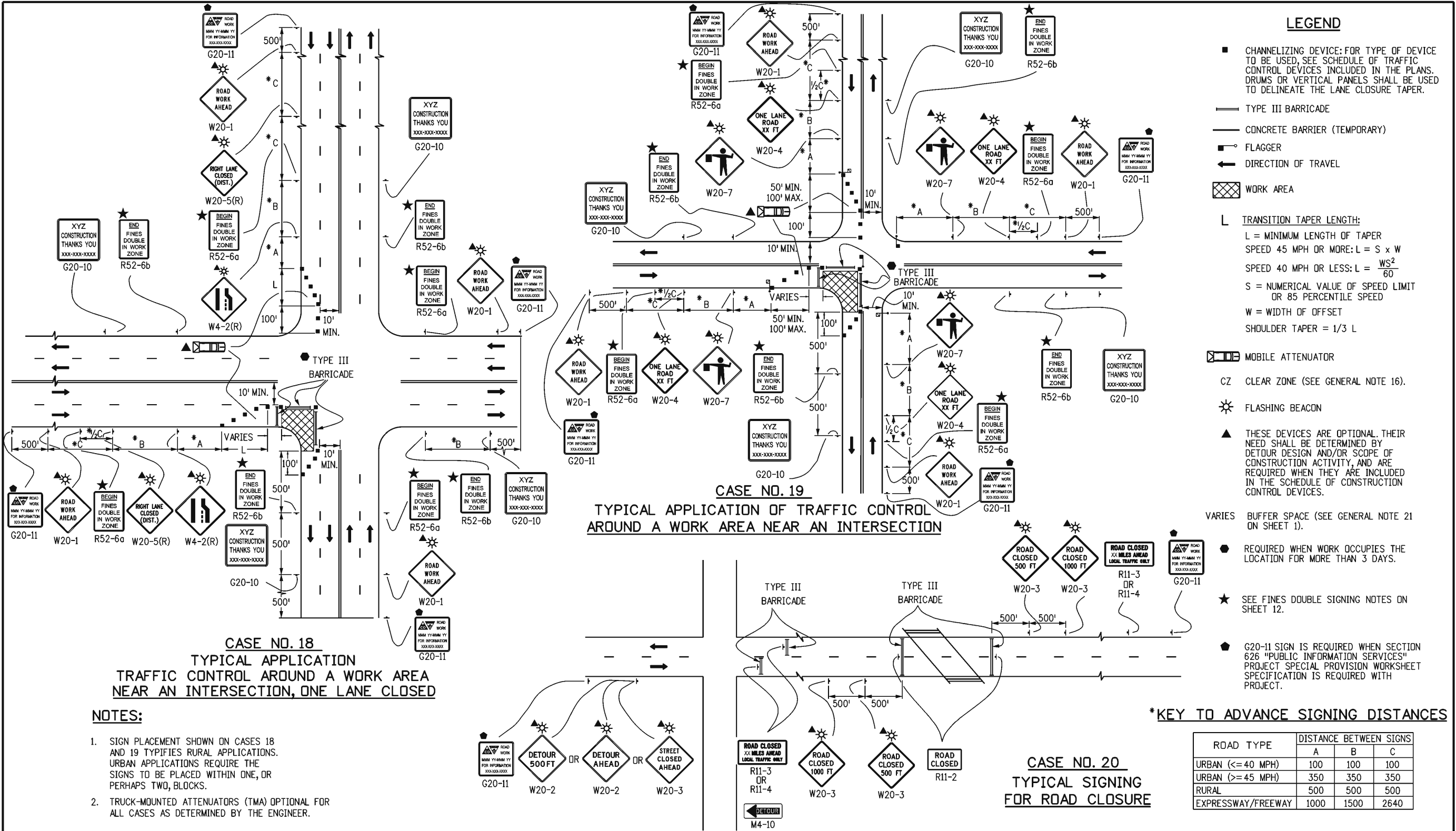


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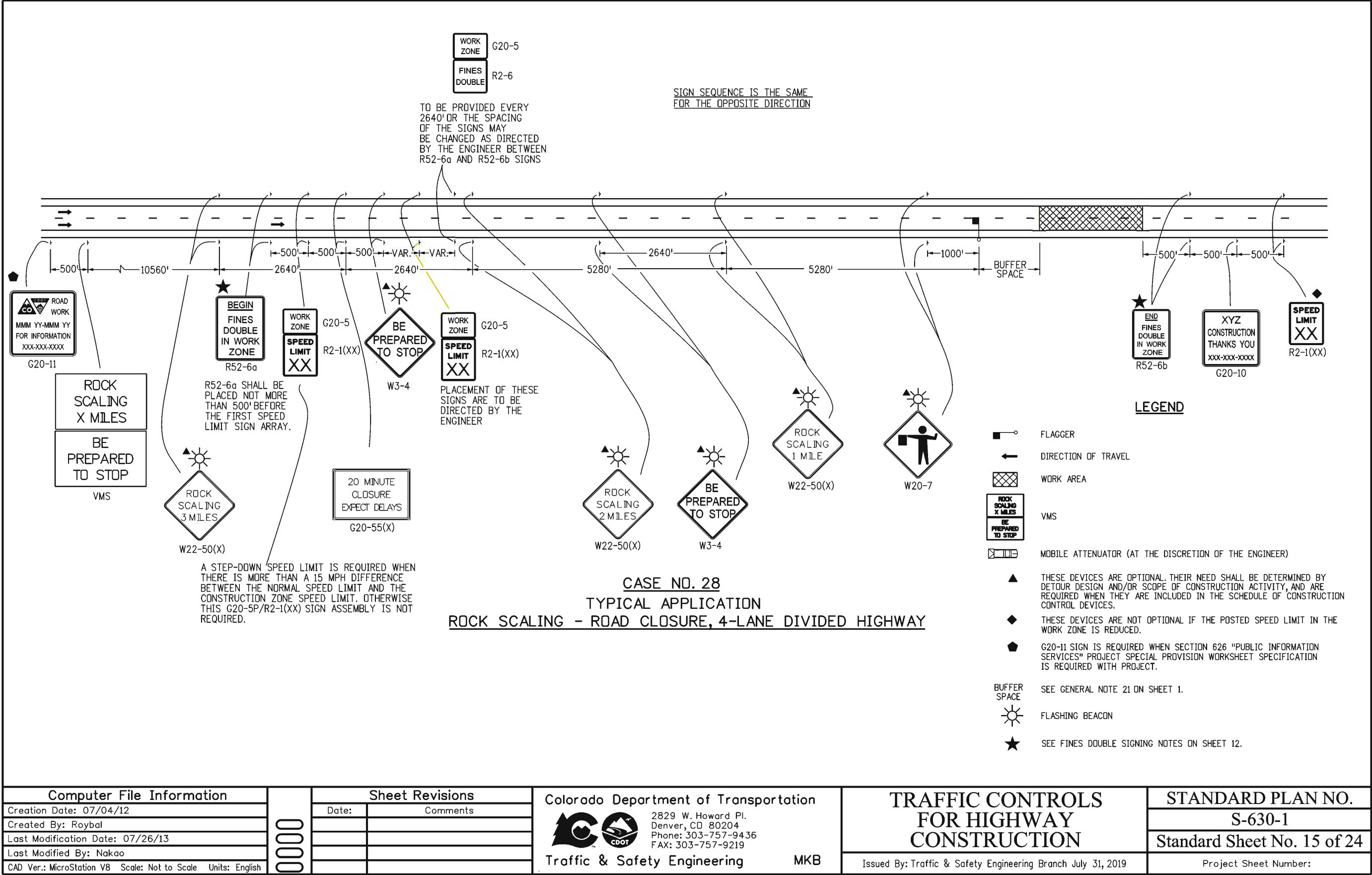


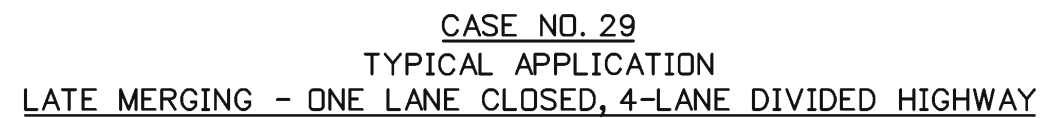
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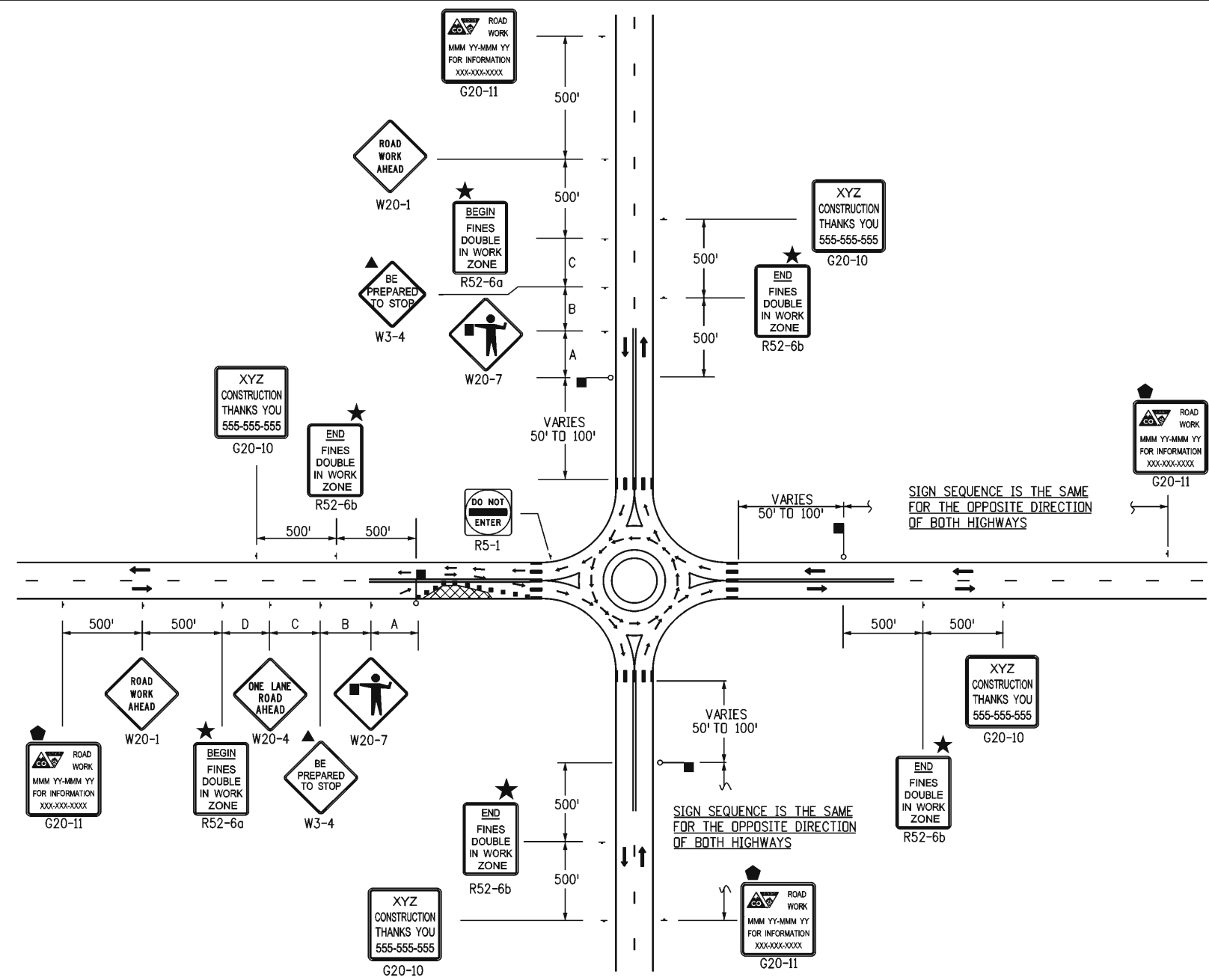
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CASE NO. 30
TYPICAL APPLICATION
ROUNDBOUT - PARTIAL CLOSURE NEAR ONE-LANE ROUNDBOUT

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN (<= 40 MPH)	100	100	100
URBAN (>= 45 MPH)	350	350	350
RURAL	500	500	500
EXPRESSWAY/FREEWAY	1000	1500	2640

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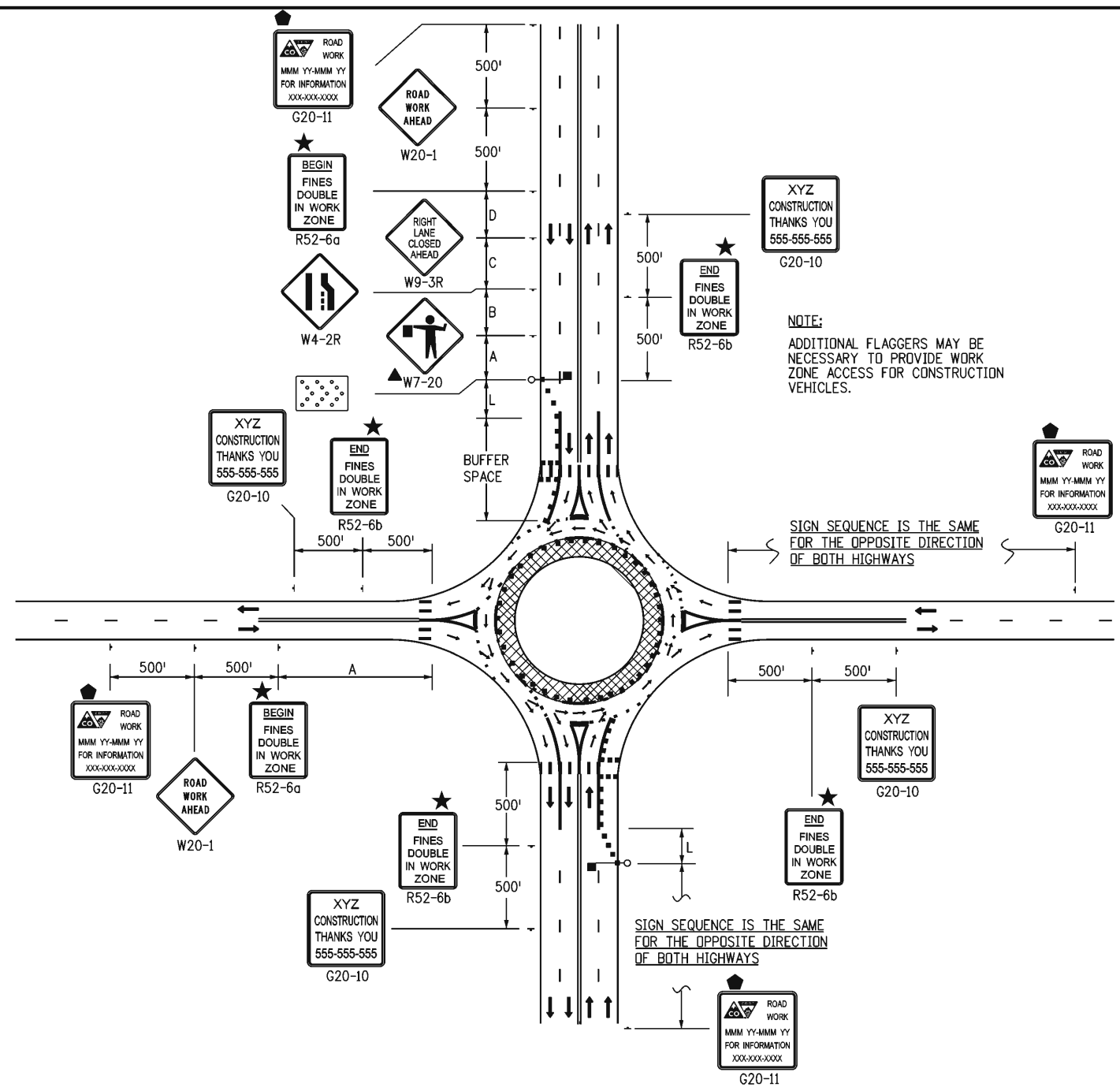
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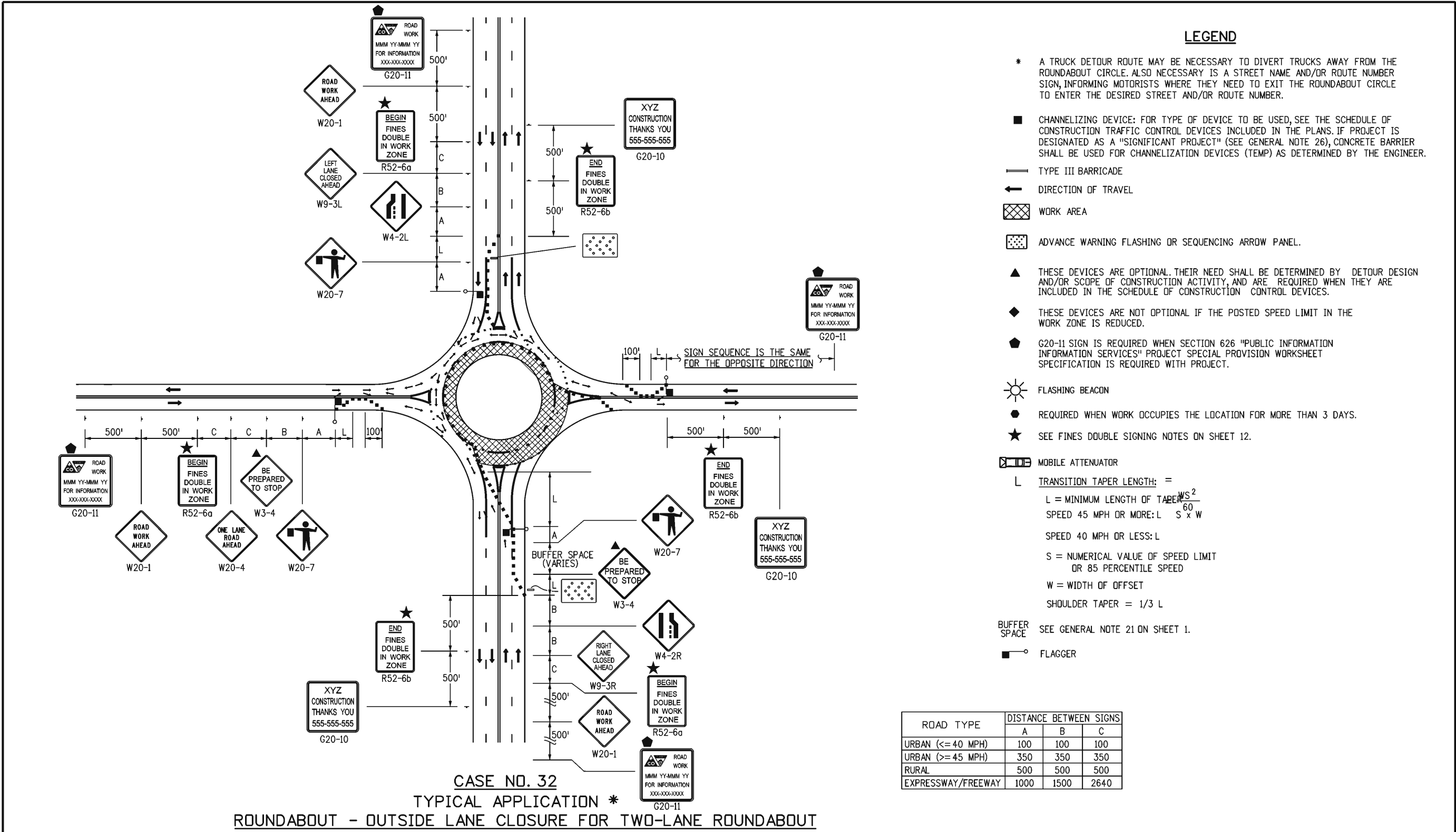
CASE NO. 31
TYPICAL APPLICATION *
ROUNDABOUT - INSIDE LANE CLOSURE FOR TWO-LANE ROUNDABOUT

- LEGEND**
- * A TRUCK DETOUR ROUTE MAY BE NECESSARY TO DIVERT TRUCKS AWAY FROM THE ROUNDABOUT CIRCLE. ALSO NECESSARY IS A STREET NAME AND/OR ROUTE NUMBER SIGN, INFORMING MOTORISTS WHERE THEY NEED TO EXIT THE ROUNDABOUT CIRCLE TO ENTER THE DESIRED STREET AND/OR ROUTE NUMBER.
 - CHANNELIZING DEVICE: FOR TYPE OF DEVICE TO BE USED, SEE THE SCHEDULE OF CONSTRUCTION TRAFFIC CONTROL DEVICES INCLUDED IN THE PLANS. IF PROJECT IS DESIGNATED AS A "SIGNIFICANT PROJECT" (SEE GENERAL NOTE 26), CONCRETE BARRIER SHALL BE USED FOR CHANNELIZATION DEVICES (TEMP) AS DETERMINED BY THE ENGINEER.
 - TYPE III BARRICADE
 - ← DIRECTION OF TRAVEL
 - ▨ WORK AREA
 - ▤ ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL.
 - ▲ THESE DEVICES ARE OPTIONAL. THEIR NEED SHALL BE DETERMINED BY DETOUR DESIGN AND/OR SCOPE OF CONSTRUCTION ACTIVITY, AND ARE REQUIRED WHEN THEY ARE INCLUDED IN THE SCHEDULE OF CONSTRUCTION CONTROL DEVICES.
 - ◆ THESE DEVICES ARE NOT OPTIONAL IF THE POSTED SPEED LIMIT IN THE WORK ZONE IS REDUCED.
 - ◆ G20-11 SIGN IS REQUIRED WHEN SECTION 626 "PUBLIC INFORMATION SERVICES" PROJECT SPECIAL PROVISION WORKSHEET SPECIFICATION IS REQUIRED WITH PROJECT.
 - ☀ FLASHING BEACON
 - REQUIRED WHEN WORK OCCUPIES THE LOCATION FOR MORE THAN 3 DAYS.
 - ★ SEE FINES DOUBLE SIGNING NOTES ON SHEET 12.
 - ▬ MOBILE ATTENUATOR
 - L TRANSITION TAPER LENGTH:
L = MINIMUM LENGTH OF TAPER WS^2
SPEED 45 MPH OR MORE: $L = S^2 / 60 W$
SPEED 40 MPH OR LESS: $L =$ —
S = NUMERICAL VALUE OF SPEED LIMIT OR 85 PERCENTILE SPEED
W = WIDTH OF OFFSET
SHOULDER TAPER = $1/3 L$
 - ⬮ BUFFER SPACE SEE GENERAL NOTE 21 ON SHEET 1.
 - FLAGGER

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN (<= 40 MPH)	100	100	100
URBAN (>= 45 MPH)	350	350	350
RURAL	500	500	500
EXPRESSWAY/FREEWAY	1000	1500	2640

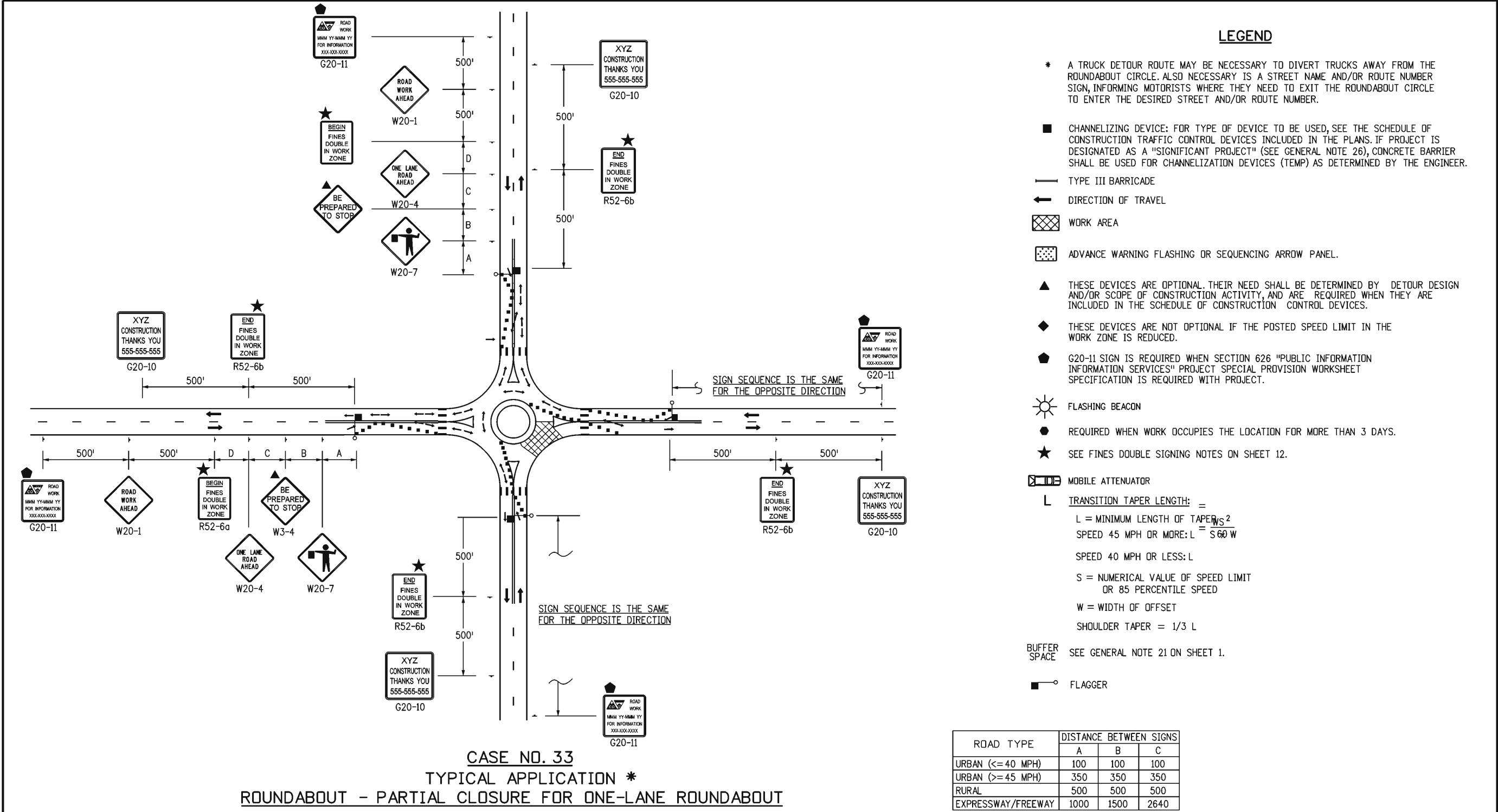
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LEGEND


- 


MOBILE ATTENUATOR VEHICLE, TWO 360-DEGREE YELLOW FLASHING BEACONS, AND YELLOW FLASHING VEHICLE LIGHTS OR STROBES.
- 

VARIABLE MESSAGE SIGN (VMS).
- 

WHEN VMS IS USED, THE "SHOULDER CLOSED" SIGN BECOMES OPTIONAL.
- 

THE "PICK-UP VEHICLES" OR "WARNING VEHICLE" MAY ENCRDACH INTO THE TRAFFIC LANE WHEN THE SHOULDER IS TOO NARROW TO DRIVE ON.
- 

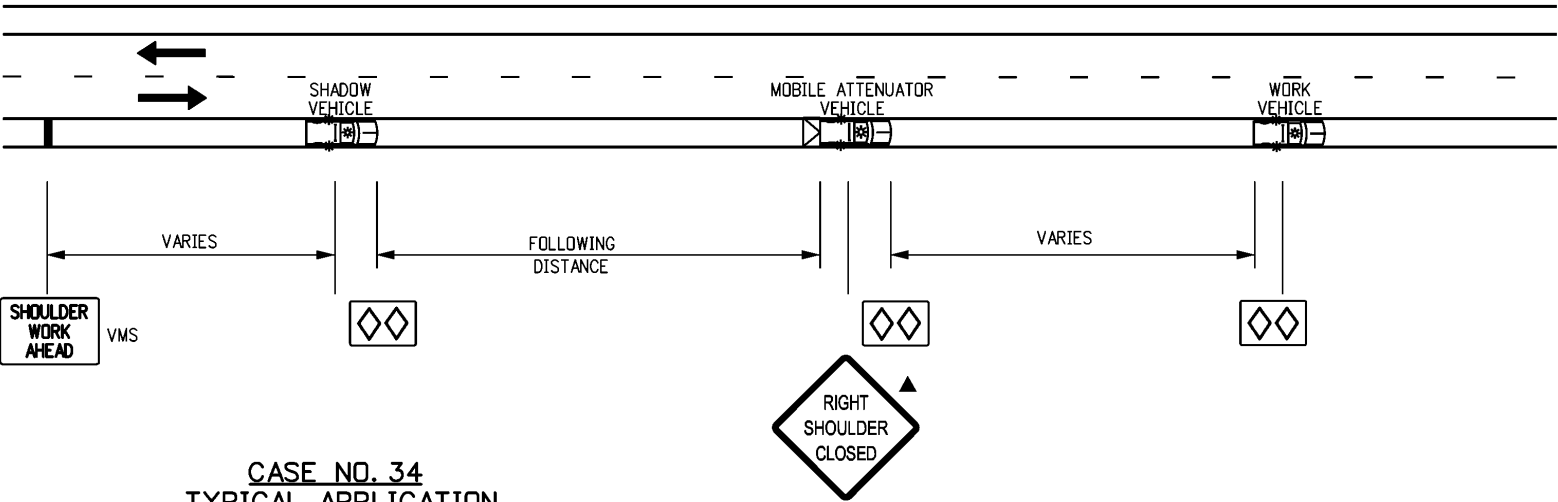
IF TRACKING OF THE WET PAINT IS ANTICIPATED, THE USE OF CONES OR STATIONARY "WET PAINT" SIGNS SHALL BE POSTED.
- 

THE VARIABLE SEPARATION DISTANCE BETWEEN THE "CONE PLACEMENT VEHICLE" AND "CONE PICKUP VEHICLE" SHALL BE DETERMINED BY THE TRACK DRYING TIME OF THE PAVEMENT MARKING MATERIAL.
- 

OPTIONAL

FOLLOWING DISTANCE CHART FOR WARNING AND MOBILE ATTENUATOR (OR CONE PICKUP) VEHICLE

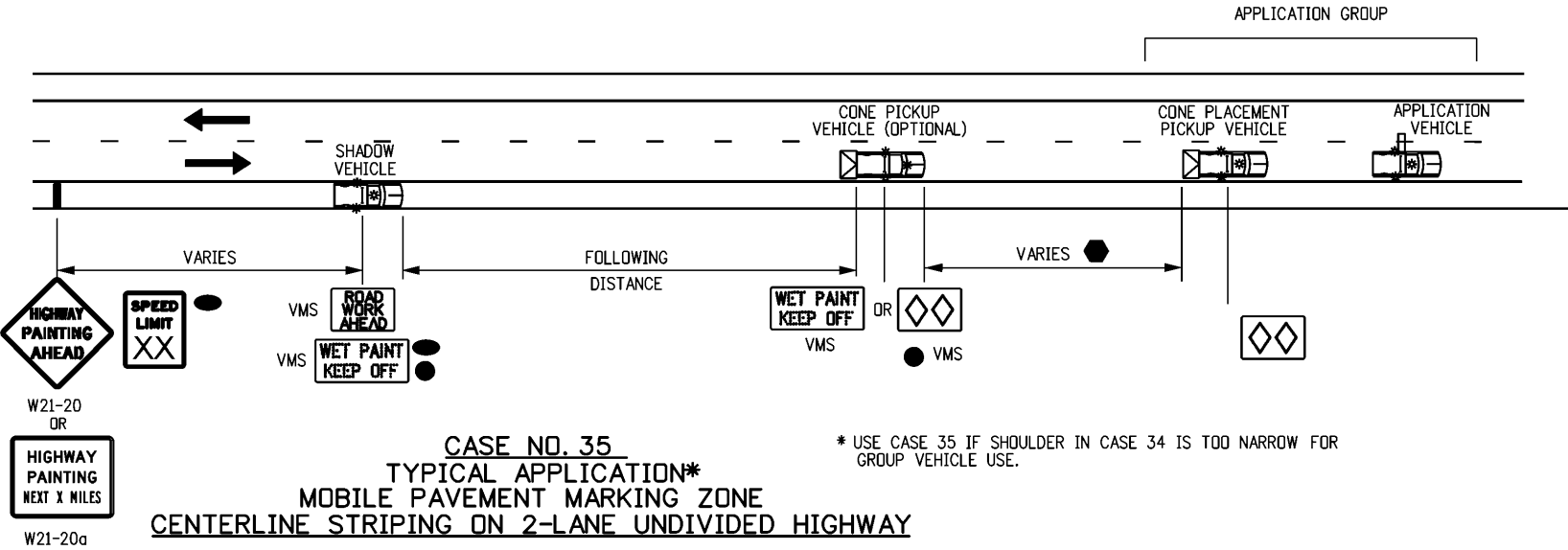
POSTED WZ SPEED LIMIT (MPH)	FOLLOWING DISTANCE (FEET)
0 - 30	250 - 550
35 - 40	325 - 700
45 - 50	600 - 900
55	750 - 1200
60 - 65	1000 - 1400
70 - 75	1200 - 1600



CASE NO. 34
TYPICAL APPLICATION
MOBILE WORK ZONE
MOBILE SHOULDER CLOSURE ON 2-LANE UNDIVIDED HIGHWAY

NOTE

THE VARIABLE SEPARATION DISTANCE BETWEEN THE "CONE PLACEMENT VEHICLE" AND "CONE PICKUP VEHICLE" SHALL BE DETERMINED BY THE TRACK DRYING TIME OF THE PAVEMENT MARKING MATERIAL.




CASE NO. 35
TYPICAL APPLICATION*
MOBILE PAVEMENT MARKING ZONE
CENTERLINE STRIPING ON 2-LANE UNDIVIDED HIGHWAY


Computer File Information		<div><div></div><div></div><div></div><div></div><div></div></div>	Sheet Revisions		<div><div><div><div></div></div><div><div></div></div></div><div>Colorado Department of Transportation</div><div>2829 W. Howard Pl. Denver, CO 80204 Phone: 303-757-9436 FAX: 303-757-9219</div><div>Traffic & Safety Engineering</div><div>MKB</div></div>	<div>TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION</div>	STANDARD PLAN NO.	
Creation Date: 07/04/12	Date:		Comments:	S-630-1				
Created By: Nakao				Standard Sheet No. 21 of 24				
Last Modification Date: 03/16/16				Project Sheet Number:				
Last Modified By: Crayton								
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English				Issued By: Traffic & Safety Engineering Branch July 31, 2019				






FOR CASE #36, VEHICLE/SIGN SEQUENCE IS THE SAME FOR THE LEFT SIDE OF HIGHWAY, WHILE TAPER IS MIRRORED ABOUT THE CENTER LANE, WHEN MOBILE WORK ZONE IS LOCATED ON THE LEFT SIDE OF HIGHWAY.


LEGEND


- 


MOBILE ATTENUATOR VEHICLE, TWO 360-DEGREE YELLOW FLASHING BEACONS, AND YELLOW FLASHING VEHICLE LIGHTS OR STROBES.
- 

ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL.
- 

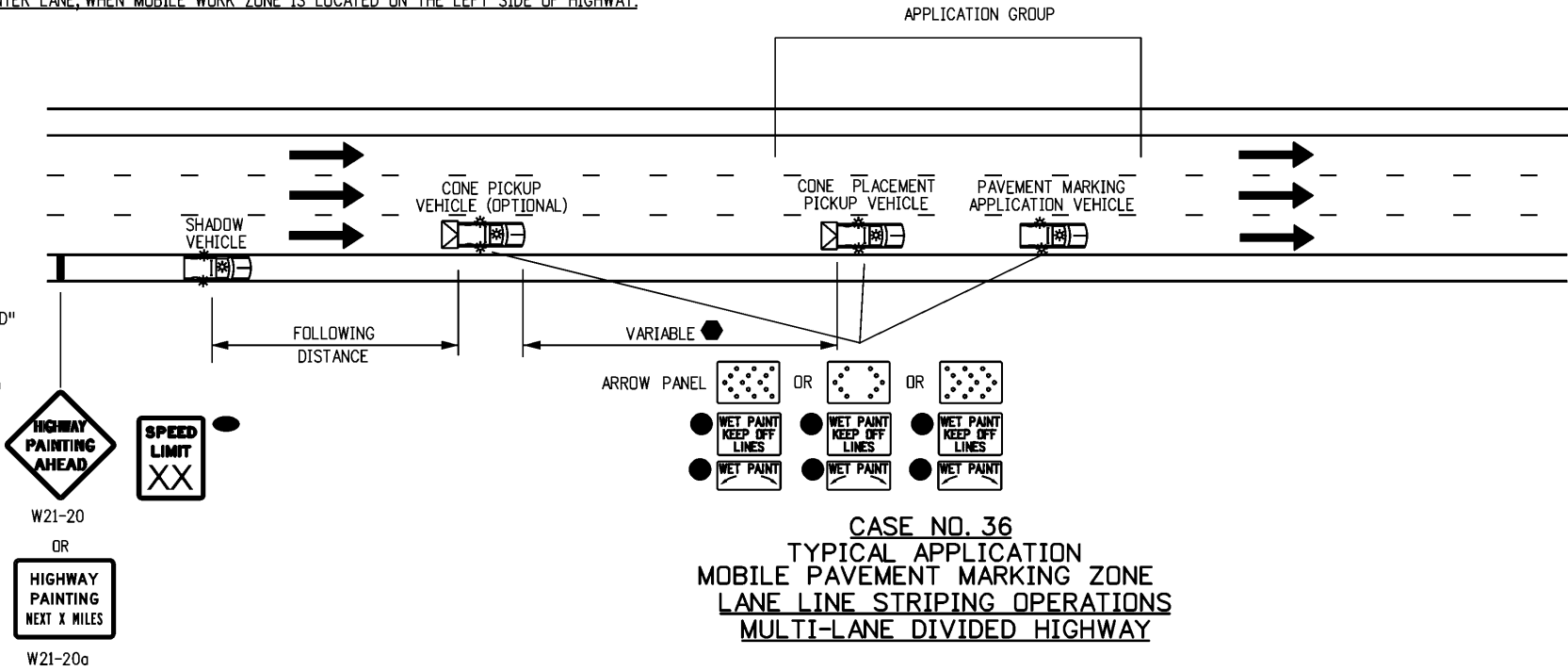
PORTABLE VARIABLE MESSAGE SIGN (VMS).
- 

WHEN THE VMS IS USED, THE "SHOULDER CLOSED" (W21-5aX) OR W21-5bX), AND "RAMP CLOSED AHEAD" SIGNS BECOME OPTIONAL.
- 

IF TRACKING OF THE WET PAINT IS ANTICIPATED, THE USE OF CONES OR STATIONARY "WET PAINT" SIGNS SHALL BE POSTED.
- 

THE VARIABLE SEPARATION DISTANCE BETWEEN THE "CONE PLACEMENT VEHICLE" AND "CONE PICKUP VEHICLE" SHALL BE DETERMINED BY THE TRACK DRYING TIME OF THE PAVEMENT MARKING MATERIAL.
- 

OPTIONAL



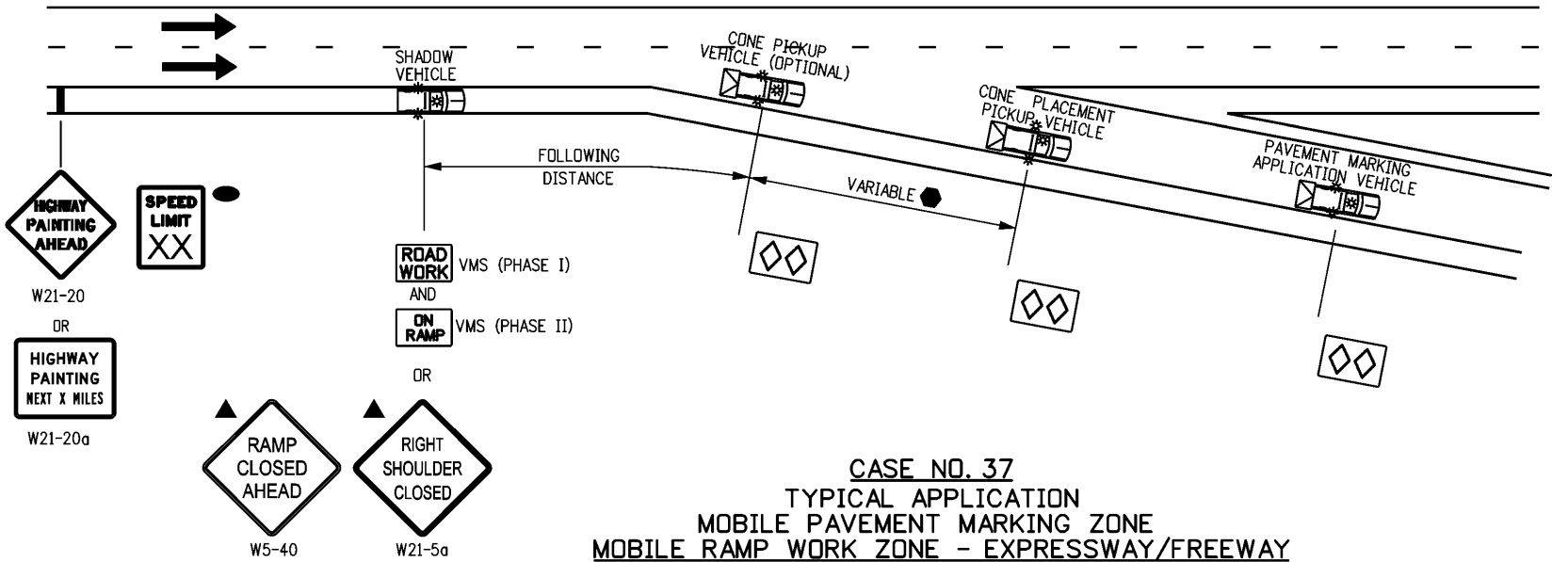
CASE NO. 36
TYPICAL APPLICATION
MOBILE PAVEMENT MARKING ZONE
LANE LINE STRIPING OPERATIONS
MULTI-LANE DIVIDED HIGHWAY

FOLLOWING DISTANCE CHART FOR WARNING VEHICLE
AND CONE PICKUP VEHICLES

POSTED WZ SPEED LIMIT (MPH)	FOLLOWING DISTANCE (FEET)
0 - 30	250 - 550
35 - 40	325 - 700
45 - 50	600 - 900
55	750 - 1200
60 - 65	1000 - 1400
70 - 75	1200 - 1600

NOTES




1. THE SIGNING VEHICLES MAY ENCRDACH INTO THE TRAFFIC LANE WHEN THE SHOULDER IS TOO NARROW TO DRIVE ON.
2. IF THE RAMP CANNOT BE REOPENED WITHIN 15 MINUTES, USE CASE NO. 22 OF THE S-630-1 STANDARD PLAN.



CASE NO. 37
TYPICAL APPLICATION
MOBILE PAVEMENT MARKING ZONE
MOBILE RAMP WORK ZONE - EXPRESSWAY/FREEWAY

Computer File Information		<div>000000</div>	Sheet Revisions		<div>Colorado Department of Transportation</div> <div> 2829 W. Howard Pl. Denver, CO 80204 Phone: 303-757-9436 FAX: 303-757-9219</div> <div>Traffic & Safety Engineering MKB</div>	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION		STANDARD PLAN NO.	
Creation Date: 07/04/12			Date:	Comments		S-630-1		Standard Sheet No. 22 of 24	
Created By: Nakao									
Last Modification Date: 03/16/16									
Last Modified By: Crayton									
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English								Project Sheet Number:	







MOBILE ATTENUATOR TRUCK, TWO 360-DEGREE YELLOW FLASHING BEACONS, AND YELLOW FLASHING VEHICLE LIGHTS OR STROBES.

ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL.

PORTABLE VARIABLE MESSAGE SIGN (VMS).



WHEN THE VMS IS USED, THE "RIGHT LANE CLOSED AHEAD" (W9-3X) SIGN BECOMES OPTIONAL.



THE "CONE PICK-UP VEHICLE" OR "WARNING VEHICLE" MAY ENCRDACH INTO THE TRAFFIC LANE WHEN THE SHOULDER IS TOO NARROW TO DRIVE ON.

- NOTES
1.

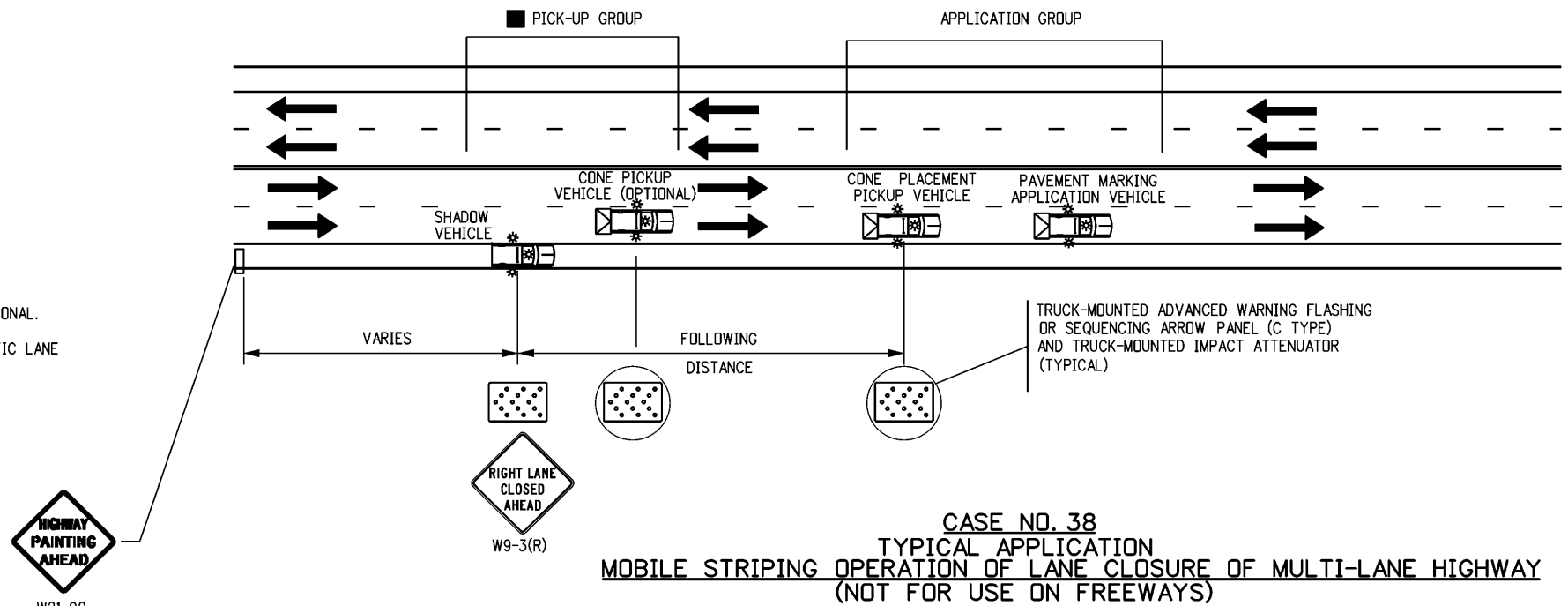
IN ROADWAY WHERE THE AADT IS 2,000 OR LESS, A SINGLE WORK VEHICLE WITH APPROPRIATE WARNING DEVICES ON THE VEHICLE MAY BE USED.
2.

RADIO COMMUNICATIONS BETWEEN THE WORKCREW AND THE MOVING BLOCKADE ARE REQUIRED TO ADJUST THE BLOCKADE TO INCREASE OR DECREASE THE CLOSURE TIME. RELEASE TRAFFIC ONLY AFTER CONFIRMATION THAT ALL WORKERS AND THEIR VEHICLES ARE CLEAR OF THE ROADWAY.
3.

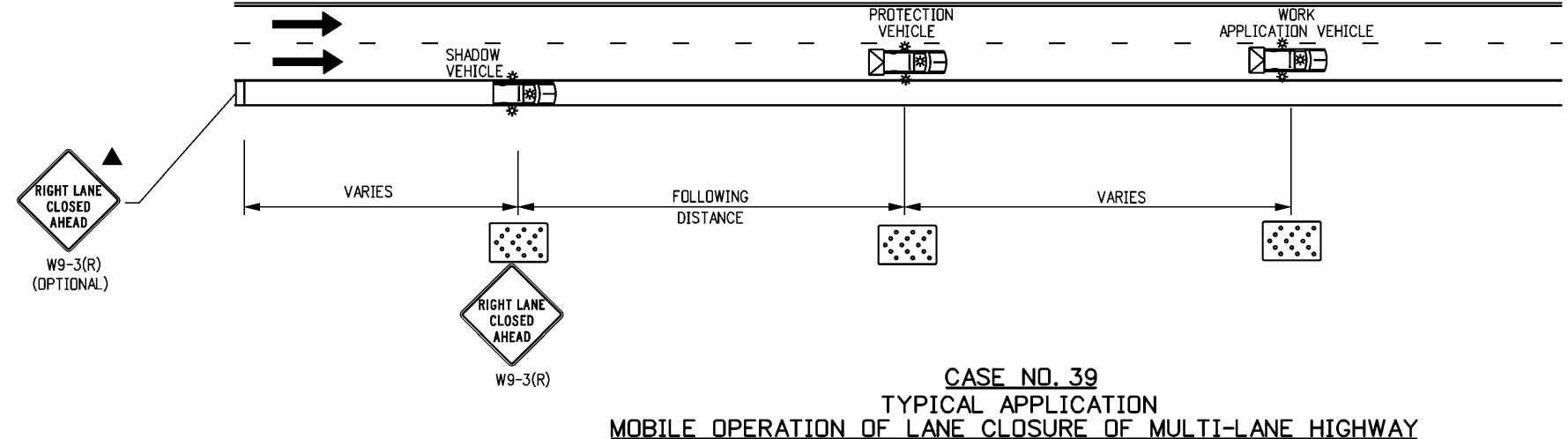
IF APPLICABLE, ALL RAMPS AND ACCESS BETWEEN THE MOVING BLOCKADE AND WORK OPERATION AREA SHALL BE TEMPORARILY CLOSED USING TRAFFIC CONTROL EQUIPMENT AND PERSONNEL. EACH RAMP MUST REMAIN CLOSED UNTIL THE CREW DOING THE WORK GIVES THE "ALL CLEAR" SIGNAL OR UNTIL THE FRONT OF THE MOVING BLOCKADE PASSES THE CLOSED RAMP(S).

FOLLOWING DISTANCE CHART FOR WARNING VEHICLE AND SIGNING VEHICLES

POSTED WZ SPEED LIMIT (MPH)	FOLLOWING DISTANCE (FEET)
0 - 30	250 - 550
35 - 40	325 - 700
45 - 50	600 - 900
55	750 - 1200
60 - 65	1000 - 1400
70 - 75	1200 - 1600



W21-20
OR
HIGHWAY PAINTING
NEXT X MILES
W21-20a



RIGHT LANE CLOSED
AHEAD
W9-3(R)
(OPTIONAL)

RIGHT LANE
CLOSED
AHEAD
W9-3(R)

Computer File Information		00000	Sheet Revisions		Colorado Department of Transportation  2829 W. Howard Pl. Denver, CO 80204 Phone: 303-757-9436 FAX: 303-757-9219 Traffic & Safety Engineering MKB	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION	STANDARD PLAN NO.	
Creation Date: 07/04/12	Date:		Comments	S-630-1				
Created By: Nakao				Standard Sheet No. 23 of 24				
Last Modification Date: 05/17/16				Project Sheet Number:				
Last Modified By: Crayton								
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English								



TYPICAL CONSTRUCTION ZONE SIGNS
THESE SIGNING NOTES ARE INTENDED AS A QUICK REFERENCE
FOR TYPICAL SIGN USE AND PLACEMENT IN CONSTRUCTION ZONES.

G20-1	"ROAD/WORK/NEXT XX MILES" - THIS SIGN SHALL BE ERECTED AT THE LIMITS OF ANY ROAD CONSTRUCTION OR MAINTENANCE PROJECT OF MORE THAN TWO (2) MILES IN LENGTH WHERE TRAFFIC IS MAINTAINED THROUGH THE PROJECT.	W5-2a	"NARROW BRIDGE SYMBOL" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A BRIDGE OR CULVERT HAVING A CLEAR TWO-WAY ROADWAY WIDTH OF 16 TO 18 FEET OR ANY BRIDGE OR CULVERT HAVING A ROADWAY CLEARANCE LESS THAN THE WIDTH OF THE APPROACH PAVEMENT.*	W21-2	"FRESH/OIL" - THIS SIGN IS INTENDED FOR USE WHERE RE-SURFACING OPERATIONS HAVE RENDERED THE SURFACE OF THE PAVEMENT TEMPORARILY WET, AND OBJECTIONABLE SPLASHING ON VEHICLES MAY OCCUR.*																																																																																																																																																											
G20-4	"PILOT CAR/FOLLOW ME" - THIS SIGN SHALL BE MOUNTED IN A CONSPICUOUS POSITION ON THE REAR OF A VEHICLE USED FOR GUIDING ONE-WAY TRAFFIC THROUGH OR AROUND THE PROJECT.	W5-3	"ONE LANE/BRIDGE" - THIS SIGN SHOULD BE PLACED ON TWO-WAY ROADWAYS IN ADVANCE OF THE BRIDGES OR CULVERTS WHERE THE ROADWAY WIDTH IS LESS THAN 16 FEET (18 FEET FOR COMMERCIAL VEHICLES) OR WHEN THE ALIGNMENT IS POOR ON THE APPROACH TO THE STRUCTURE HAVING A CLEAR ROADWAY WIDTH OF 18 FEET OR LESS.*	W21-3	"ROAD/MACHINERY/AHEAD" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE AREAS WHERE HEAVY EQUIPMENT IS OPERATING IN OR ADJACENT TO THE ROADWAY.*																																																																																																																																																											
G20-5P	"WORK ZONE" - THIS PLAQUE SHALL BE MOUNTED JUST ABOVE THE WORK ZONE SPEED LIMIT SIGNS PRIOR TO THE WORK ZONE AREA.			W21-4	"ROAD/WORK/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF MAINTENANCE FOR MINOR RECONSTRUCTION OPERATIONS IN THE ROADWAY.																																																																																																																																																											
G20-10	THANK YOU SIGN - THIS SIGN SHOULD BE ERECTED APPROXIMATELY 500 FEET BEYOND THE END OF THE PROJECT.	W6-1	"DIVIDED HIGHWAY SYMBOL" - THIS SIGN SHOULD BE PLACED ON THE APPROACHES TO THE SECTION OF HIGHWAY WHERE OPPOSING FLOWS OF TRAFFIC ARE SEPARATED BY A PHYSICAL MEDIAN.	W21-5	"SHOULDER/WORK" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE PROJECT INVOLVING THE SHOULDER, WHERE THE TRAVELED WAY REMAINS UNOBSTRUCTED.																																																																																																																																																											
G20-11	CONSTRUCTION PROJECT INFORMATION SIGN - THIS SIGN SHOULD BE ERECTED AS DESCRIBED IN THE SECTION 626 STANDARD SPECIFICATION.	W6-2	"DIVIDED HIGHWAY ENDS SYMBOL" - THIS SIGN SHOULD BE PLACED AT THE END OF THE SECTION OF PHYSICALLY DIVIDED HIGHWAY AS A WARNING OF TWO-WAY TRAFFIC AHEAD.	W21-6	"SURVEY/CREW" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT WHERE A SURVEYING CREW IS WORKING IN OR ADJACENT TO THE ROADWAY.*																																																																																																																																																											
G20-55(X)	"X MINUTE CLOSURE. EXPECT DELAYS" - THIS SIGN IS INTENDED FOR USE 500 FEET PAST THE "WORK ZONE"/SPEED LIMIT SIGN.	W6-3	"TWO-WAY TRAFFIC SYMBOL" - THIS SIGN IS INTENDED FOR USE TO GIVE WARNING OF TRANSITION FROM A SEPARATED ONE-WAY ROADWAY TO A TWO-WAY ROADWAY.*	W21-20	"HIGHWAY PAINTING AHEAD" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT WHERE A PAINT CREW IS WORKING IN OR ADJACENT TO THE ROADWAY.																																																																																																																																																											
M4-9()	"DETOUR/<<<<" - THIS SIGN IS USED FOR UNNUMBERED ROUTES; FOR USE IN EMERGENCY SITUATIONS; FOR PERIODS OF SHORT DURATION; OR WHERE, OVER RELATIVELY SHORT DISTANCES, IT IS NOT NECESSARY TO SHOW ROUTE MARKERS TO GUIDE TRAFFIC ALONG THE DETOUR AND BACK TO ITS AUTHORIZED ROUTE.	W7-1	"HILL SYMBOL" - THIS SIGN SHOULD BE PLACED AT A POINT IN ADVANCE OF THE DOWNGRADE WHERE THE LENGTH, PERCENT OF GRADE, HORIZONTAL CURVATURE, OR OTHER PHYSICAL FEATURES REQUIRE SPECIAL CONSIDERATION ON THE PART OF DRIVERS.*	W21-20a	"HIGHWAY PAINTING NEXT X MILES" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF PAINT CREW WORKING IN OR ADJACENT TO THE ROADWAY.																																																																																																																																																											
M4-10()	"DETOUR ARROW" - THIS SIGN SHOULD BE MOUNTED JUST BELOW THE ROAD CLOSED SIGN AT THE POINT WHERE THE DETOUR ROADWAY OR ROUTE HAS BEEN ESTABLISHED DUE TO THE CLOSURE OF THE STREET OR HIGHWAY TO THROUGH TRAFFIC.	W8-1,W8-2	"BUMP"/"DIP" - THESE SIGNS ARE INTENDED FOR USE TO GIVE WARNING OF A SHARP RISE OR DEPRESSION IN THE PROFILE OF THE ROAD THAT IS SUFFICIENTLY ABRUPT TO AFFECT VEHICLE OPERATION OR CAUSE CONSIDERABLE DISCOMFORT TO PASSENGERS.*	W22-1	"BLASTING/ZONE/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF ANY POINT OR WORK SITE WHERE THERE ARE EXPLOSIVES BEING USED. THE W22-2 AND W22-3 SIGNS MUST BE USED IN SEQUENCE WITH THIS SIGN.																																																																																																																																																											
R2-1()	"SPEED/LIMIT/XX" - THESE SIGNS ARE INTENDED TO REDUCE TRAFFIC SPEED IN ADVANCE OF THE DAILY WORK AREA WITHIN THE OVERALL PROJECT LIMITS.	W8-3a	"PAVEMENT ENDS SYMBOL" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT WHERE THE PAVEMENT SURFACE CHANGES FROM A HARD-SURFACED PAVEMENT TO THE LOW-TYPE SURFACE OR EARTH ROAD.*	W22-2	"TURN OFF/2-WAY RADIOS/AND/CELLULAR/PHONES" - THIS SIGN IS TO BE USED IN SEQUENCE WITH THE W22-1 AND W22-3 SIGNS AND PLACED AT LEAST 1000 FEET FROM THE BEGINNING OF THE BLASTING ZONE.																																																																																																																																																											
R2-1(XX)	"SPEED/LIMIT/XX" - THIS SIGN IS INTENDED FOR USE 500 FEET PAST THE "THANK YOU" SIGN TO BRING TRAFFIC BACK TO ORIGINAL POSTED SPEED.	W8-4	"SOFT SHOULDER" - THIS SIGN IS INTENDED FOR USE TO WARN OF A SOFT SHOULDER CONDITION THAT COULD PRESENT A PROBLEM TO VEHICLES THAT MAY GET OFF THE PAVEMENT.*	W22-3	"END/BLASTING/ZONE" - THIS SIGN IS TO BE USED TO DENOTE THE END OF THE RADIO INFLUENCE AREA AND SHALL BE PLACED A MINIMUM OF 1000 FEET FROM THE BLASTING ZONE, EITHER WITH OR PRECEDING THE END CONSTRUCTION SIGN.																																																																																																																																																											
R2-6P	"FINES DOUBLE" - THIS SIGN IS INTENDED FOR USE WITHIN WORK ZONES TO PROVIDE NOTICE OF INCREASED FINES FOR TRAFFIC VIOLATIONS WITHIN WORK ZONES.	W8-5	"SLIPPERY WHEN WET SYMBOL" - THIS SIGN SHOULD BE PLACED IN ADVANCE OF THE CONDITION WHERE THE HIGHWAY SURFACE IS SLIPPERY BEYOND WHAT IS ORDINARY WHEN WET.*	W22-50(X)	"ROCK SCALING X MILE(S)" - THIS SIGN IS INTENDED TO BE USED IN ADVANCE OF A FLAGGER IN ADVANCED OF THE WORK ZONE AREA.																																																																																																																																																											
R4-1	"DO NOT PASS" - THIS SIGN SHOULD BE PLACED AT TRANSITION TAPER POINT.	W8-9a	"SHOULDER DROP-OFF" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A SHOULDER DROP-OFF THAT EXCEEDS THREE INCHES IN HEIGHT.*	<div>ADVANCE PLACEMENT OF WARNING SIGNS</div> <table><tr><th rowspan="4">POSTED OR 85TH PERCENTILE SPEED</th><th colspan="9">ADVANCE PLACEMENT DISTANCE (FEET)</th></tr><tr><th rowspan="3">+ CONDITION A</th><th colspan="8">++ CONDITION B: DECLARATION TO THE LISTED ADVISORY SPEED (MPH) FOR THE CONDITION</th></tr><tr><th colspan="8">MPH</th></tr><tr><th>0</th><th>10</th><th>20</th><th>30</th><th>40</th><th>50</th><th>60</th><th>70</th></tr><tr><td>20</td><td>225</td><td>●</td><td>●</td><td>—</td><td>—</td><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>25</td><td>325</td><td>●</td><td>●</td><td>●</td><td>—</td><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>30</td><td>450</td><td>●</td><td>●</td><td>●</td><td>—</td><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>35</td><td>550</td><td>●</td><td>●</td><td>●</td><td>●</td><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>40</td><td>650</td><td>125</td><td>●</td><td>●</td><td>●</td><td>—</td><td>—</td><td>—</td><td>—</td></tr><tr><td>45</td><td>750</td><td>175</td><td>125</td><td>●</td><td>●</td><td>●</td><td>—</td><td>—</td><td>—</td></tr><tr><td>50</td><td>850</td><td>250</td><td>200</td><td>150</td><td>100</td><td>●</td><td>—</td><td>—</td><td>—</td></tr><tr><td>55</td><td>950</td><td>325</td><td>275</td><td>225</td><td>175</td><td>100</td><td>●</td><td>—</td><td>—</td></tr><tr><td>60</td><td>1100</td><td>400</td><td>350</td><td>300</td><td>250</td><td>175</td><td>●</td><td>—</td><td>—</td></tr><tr><td>65</td><td>1200</td><td>475</td><td>425</td><td>400</td><td>350</td><td>275</td><td>175</td><td>●</td><td>—</td></tr><tr><td>70</td><td>1250</td><td>550</td><td>525</td><td>500</td><td>425</td><td>350</td><td>250</td><td>150</td><td>—</td></tr><tr><td>75</td><td>1350</td><td>650</td><td>625</td><td>600</td><td>525</td><td>450</td><td>350</td><td>250</td><td>100</td></tr></table>		POSTED OR 85TH PERCENTILE SPEED	ADVANCE PLACEMENT DISTANCE (FEET)									+ CONDITION A	++ CONDITION B: DECLARATION TO THE LISTED ADVISORY SPEED (MPH) FOR THE CONDITION								MPH								0	10	20	30	40	50	60	70	20	225	●	●	—	—	—	—	—	—	25	325	●	●	●	—	—	—	—	—	30	450	●	●	●	—	—	—	—	—	35	550	●	●	●	●	—	—	—	—	40	650	125	●	●	●	—	—	—	—	45	750	175	125	●	●	●	—	—	—	50	850	250	200	150	100	●	—	—	—	55	950	325	275	225	175	100	●	—	—	60	1100	400	350	300	250	175	●	—	—	65	1200	475	425	400	350	275	175	●	—	70	1250	550	525	500	425	350	250	150	—	75	1350	650	625	600	525	450	350	250	100
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75	1350	650	625	600	525	450	350	250	100																																																																																																																																																							
R4-2	"PASS WITH CARE" - THIS SIGN SHOULD BE PLACED AT TRANSITION TAPER POINT.	W12-1	"DOUBLE ARROW SYMBOL" - THIS SIGN SHOULD BE PLACED AT THE POINT OF THE OBSTRUCTION IN THE ROADWAY, WHERE TRAFFIC IS PERMITTED TO PASS ON EITHER SIDE OF THE OBSTRUCTION.																																																																																																																																																													
R11-2	"ROAD/CLOSED" - THIS SIGN IS TO BE MOUNTED ON THE BARRICADE THAT IS PLACED BEFORE THE WORK ZONE ENTRANCE TO PROHIBIT TRAFFIC FROM ENTERING THE WORK ZONE.	W12-2	"LOW CLEARANCE SYMBOL" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF AN OBSTRUCTION TO WARN VEHICLE OPERATORS OF CLEARANCES LESS THAN THE MAXIMUM VEHICLE HEIGHT PERMITTED PLUS 12 INCHES.*																																																																																																																																																													
R11-3	"ROAD CLOSED/X MILES AHEAD/L.T.O. - THIS SIGN SHOULD BE PLACED WHERE THROUGH TRAFFIC MUST DETOUR TO AVOID THE CLOSURE OF THE ROAD SOME DISTANCE BEYOND, BUT WHERE THE ROAD IS OPEN TO LOCAL TRAFFIC UP TO THE POINT OF CLOSURE.	W9-1()	"LEFT (RIGHT) LANE ENDS" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE PAVEMENT WIDTH TRANSITION SIGN (W4-2).																																																																																																																																																													
R11-4	"ROAD CLOSED/TO/THRU TRAFFIC" FOR URBAN USE - THIS SIGN SHOULD BE PLACED WHERE THROUGH TRAFFIC MUST DETOUR TO AVOID THE CLOSURE OF THE ROAD SOME DISTANCE BEYOND, BUT WHERE THE ROAD IS OPEN TO LOCAL TRAFFIC UP TO THE POINT OF CLOSURE.	W9-2()	"LANE ENDS/MERGE LEFT (RIGHT)" - THIS SIGN IS INTENDED FOR USE AS A SUPPLEMENT TO THE PAVEMENT WIDTH TRANSITION SIGN (W4-2).																																																																																																																																																													
R52-6a	"BEGIN FINES DOUBLE IN WORK ZONE" SIGN IS PLACED AT THE BEGINNING OF THE ADVANCED WARNING AREA OF THE TRAFFIC CONTROL ZONE.	W9-3 OR W9-3a()	"CENTER LANE CLOSED AHEAD" - THIS SIGN SHOULD BE USED IN ADVANCE OF THE POINT WHERE WORK OCCUPIES THE CENTER LANE AND TRAFFIC IS DIRECTED TO THE RIGHT OR LEFT OF THE WORK ZONE.*																																																																																																																																																													
R52-6b	"END FINES DOUBLE IN WORK ZONE" SIGN IS PLACED AFTER WORK ZONE AREA, PAST DOWNSTREAM TAPER SECTION.	W12-1	"DOUBLE ARROW SYMBOL" - THIS SIGN SHOULD BE PLACED AT THE POINT OF THE OBSTRUCTION IN THE ROADWAY, WHERE TRAFFIC IS PERMITTED TO PASS ON EITHER SIDE OF THE OBSTRUCTION.																																																																																																																																																													
W1-1()	"TURN ARROW" - THIS SIGN IS INTENDED FOR USE WHERE ENGINEERING INVESTIGATIONS OF ROADWAY CONDITIONS SHOW THE RECOMMENDED SPEED ON THE TURN TO BE 30 MPH OR LESS.*	W12-2	"LOW CLEARANCE SYMBOL" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF AN OBSTRUCTION TO WARN VEHICLE OPERATORS OF CLEARANCES LESS THAN THE MAXIMUM VEHICLE HEIGHT PERMITTED PLUS 12 INCHES.*																																																																																																																																																													
W1-2()	"CURVE ARROW" - THIS SIGN IS INTENDED FOR USE WHERE ENGINEERING INVESTIGATIONS OF ROADWAY CONDITIONS SHOW THE RECOMMENDED SPEED ON THE CURVE TO BE IN THE RANGE BETWEEN 30 AND 60 MILES PER HOUR.*	W13-1P()	"ADVISORY SPEED PLAQUE" - THIS PLAQUE IS INTENDED TO SUPPLEMENT WARNING SIGNS ONLY AND SHALL NOT BE MOUNTED ALONE. IT IS USED TO INDICATE THE MAXIMUM RECOMMENDED SPEED FOR THE INDICATED CONDITION.																																																																																																																																																													
W1-3()	"REVERSE TURN ARROW" - THIS SIGN IS INTENDED FOR USE WHERE TWO TURNS OR THE CURVE AND A TURN IN OPPOSITE DIRECTIONS ARE SEPARATED BY A TANGENT OF LESS THAN 600 FEET.*	W13-3	"ADVISORY RAMP SPEED" - THIS SIGN IS TO BE POSTED TO INFORM MOTORISTS WHAT THE SUGGESTED SPEED LIMIT IS ON A RAMP.																																																																																																																																																													
W1-4()	"REVERSE CURVE ARROW" - THIS SIGN IS INTENDED FOR USE WHERE TWO CURVES IN OPPOSITE DIRECTIONS ARE SEPARATED BY A TANGENT OF LESS THAN 600 FEET.*	W20-1	"ROAD/WORK/AHEAD" - THIS SIGN IS TO BE LOCATED IN ADVANCE OF THE INITIAL ACTIVITY OR DETOUR A DRIVER MAY ENCOUNTER, AND IS INTENDED TO BE USED AS A WARNING OF OBSTRUCTIONS OR RESTRICTIONS.																																																																																																																																																													
W1-6()	"ARROW" - THIS SIGN SHOULD BE MOUNTED JUST BELOW THE ROAD CLOSED SIGN AT THE POINT WHERE THE DIVERSION HAS BEEN ESTABLISHED DUE TO THE LANE CLOSURE.	W20-2	"DETOUR/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE POINT AT WHICH TRAFFIC IS DIVERTED OVER A TEMPORARY ROADWAY OR ROUTE.																																																																																																																																																													
W3-2	"YIELD AHEAD" - THIS SIGN IS INTENDED FOR USE AT THE APPROACH TO THE YIELD SIGN THAT IS NOT VISIBLE FOR A SUFFICIENT DISTANCE TO PERMIT THE DRIVER TO BRING HIS VEHICLE TO A STOP AT THE YIELD SIGN.*	W20-3	"ROAD/CLOSED/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT AT WHICH A ROADWAY IS CLOSED TO ALL TRAFFIC OR TO ALL BUT LOCAL TRAFFIC.																																																																																																																																																													
W3-4	"BE PREPARED TO STOP" - THIS SIGN TO BE PLACED 1.5 MILES IN ADVANCED OF A FLAGGER.	W20-4	"ONE LANE/ROAD/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT WHERE TRAFFIC IN BOTH DIRECTIONS MUST USE A SINGLE LANE.																																																																																																																																																													
W4-2(X)	"LEFT (RIGHT) LANE TRANSITION SYMBOL" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE REDUCTION IN THE NUMBER OF TRAFFIC LANES IN THE DIRECTION OF TRAVEL ON THE MULTILANE HIGHWAY.*	W20-5()	"XXX LANE/CLOSED/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT WHERE ONE LANE OF A MULTIPLE-LANE ROADWAY IS CLOSED. IT SHOULD BE PROVIDED WITH INTERCHANGEABLE PLAQUES READING "RIGHT", "LEFT", AND "CENTER" AT NO ADDITIONAL COST TO THE PROJECT.																																																																																																																																																													
W4-50	"USE BOTH LANES DURING CONGESTION" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE "ROAD WORK X MILE" ADVANCED WARNING SIGN.	W20-7	"FLAGGER SYMBOL" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF ANY POINT AT WHICH A FLAGGER HAS BEEN STATIONED TO CONTROL TRAFFIC THROUGH OR AROUND THE PROJECT.*																																																																																																																																																													
W4-51	"USE BOTH LANES TO MERGE POINT" - THIS SIGN IS INTENDED TO DIRECT MOTORISTS TO USE BOTH TRAVEL LANES UNTIL THE LANES ARE REDUCED TO ONE LANE.	W20-52	"GROOVED/PAVEMENT/AHEAD" - THIS SIGN IS INTENDED TO BE USED IN ADVANCE OF A ROADWAY THAT HAS BEEN GROOVED AND/OR ROTO MILLED.																																																																																																																																																													
W4-52	"TAKE TURNS MERGE HERE" - THIS SIGN IS INTENDED TO WARN MOTORISTS IN ADVANCED TO MOVE FROM THE CLOSED TRAVEL LANE TO THE OPEN TRAVEL LANE, USUALLY 500 FEET IN ADVANCED OF THE START OF THE TRANSITION TAPER .	W21-1a	"WORKER SYMBOL" - THIS SIGN IS INTENDED FOR USE IN CONJUNCTION WITH MINOR MAINTENANCE AND PUBLIC UTILITY OPERATIONS FOR THE PROTECTION OF MEN WORKING IN OR NEAR THE ROADWAY.																																																																																																																																																													
W5-1	"ROAD NARROWS" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE TRANSITION ON THE ROAD WHERE THE PAVEMENT WIDTH IS REDUCED ABRUPTLY TO A WIDTH SUCH THAT TWO CARS CANNOT PASS WITHOUT REDUCING SPEED.*																																																																																																																																																															

+ CONDITION A: SPEED REDUCTION AND LANE CHANGING IN HEAVY TRAFFIC. TYPICAL SIGNS ARE "MERGE" AND "RIGHT LANE ENDS".

+ + CONDITION B: TYPICAL CONDITIONS ARE THE WARNING OF A POTENTIAL STOP SITUATION AND LOCATIONS WHERE THE ROAD USER MUST DECREASE SPEED TO MANEUVER THROUGH THE WARNED CONDITION. TYPICAL SIGNS ARE "STOP AHEAD", "SIGNAL AHEAD", "YIELD AHEAD", "CURVE", "REVERSE CURVE", "TURN".

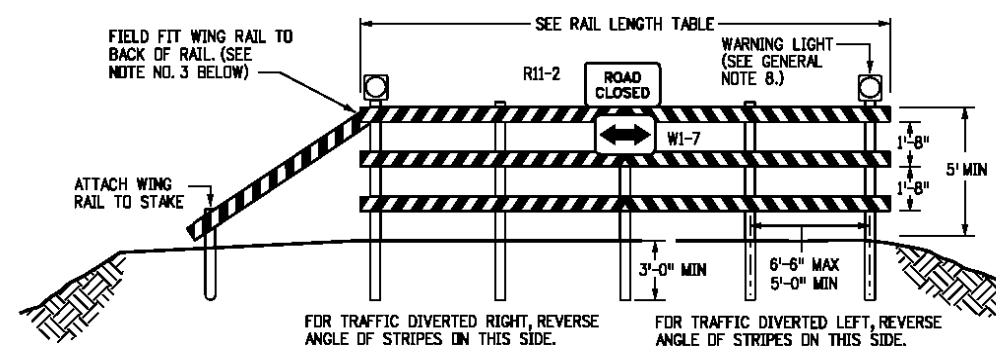
● NO SUGGESTED DISTANCES ARE PROVIDED AT THESE SPEEDS, AS THE PLACEMENT IS DEPENDENT ON SITE CONDITIONS AND OTHER SIGNING.

A SUPPLEMENTAL PLAQUE MAY BE USED WITH WARNING SIGNS SPECIFYING THE DISTANCE TO THE CONDITION IF THERE IS AN IN-BETWEEN INTERSECTION THAT MIGHT CONFUSE THE MOTORIST.

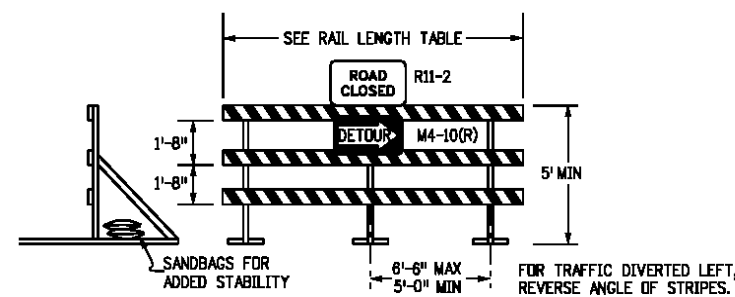
* PLACEMENT SHOULD BE IN ACCORDANCE WITH WARNING SIGN PLACEMENT TABLE.

Computer File Information		<div>0000</div>	Sheet Revisions		<div>Colorado Department of Transportation</div> <div><div>2829 W. Howard Pl. Denver, CO 80204 Phone: 303-757-9436 FAX: 303-757-9219</div></div> <div>Traffic & Safety Engineering</div> <div>MKB</div>	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION		STANDARD PLAN NO.	
Creation Date: 07/04/12			Date:	Comments		S-630-1			
Created By: Nakao						Standard Sheet No. 24 of 24			
Last Modification Date: 05/19/16						Project Sheet Number:			
Last Modified By: Crayton									
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English						Issued By: Traffic & Safety Engineering Branch July 31, 2019			

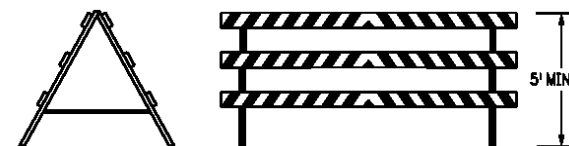




FIXED



MOVABLE-SKIDS



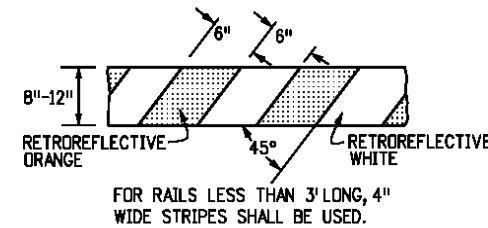
MOVABLE-HINGED

TYPICAL TYPE 3 BARRICADES

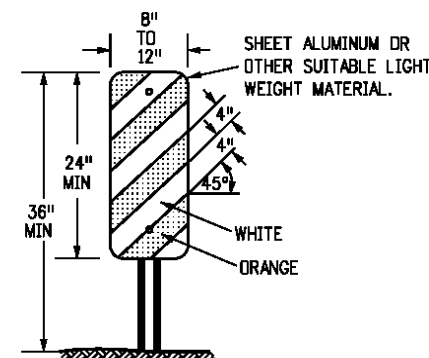
- TYPE 3 BARRICADES HAVE 3 REFLECTORIZED RAIL FACES IF FACING TRAFFIC IN ONE DIRECTION AND 6 IF FACING TRAFFIC IN TWO DIRECTIONS.
- THE PORTION OF THE POST ABOVE THE GROUND LINE SHALL BE PAINTED IN ACCORDANCE WITH THE APPROPRIATE GENERAL NOTE.
- DETACHABLE EXTENSION WING RAILS FOR BYPASSING OF CONSTRUCTION EQUIPMENT ARE PERMITTED, WHEN NECESSARY, ON FIXED OR MOVABLE TYPE 3 BARRICADES. THE LENGTH SHALL BE ADEQUATE TO CLOSE THE BORROW PIT AND/OR SHOULDER AS REQUIRED.

RAIL LENGTH TABLE

TYPE 3 BARRICADE		LENGTH
FIXED	MOVABLE	
F - A	M - A	8'- 14'
F - B	M - B	15'- 24'
F - C	M - C	25'- 35'
F - D	M - D	> 35'

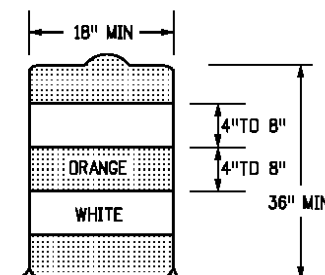


RAIL STRIPING DETAIL



TYPICAL VERTICAL PANEL

- IF SPECIAL PANELS 3' OR GREATER IN HEIGHT ARE REQUIRED, THEN 6" STRIPES SHALL BE USED.
- IF FIXED PLACEMENT IS REQUIRED, MOUNT ON DELINEATOR POST. SEE COLORADO STANDARD PLAN S-612-1.



TYPICAL DRUM

- THE 18" MINIMUM DIMENSION SHALL APPLY TO THE SMALLEST MEASUREMENT OF OBLONG, RECTANGULAR, OR FLATTENED SIDE DRUMS.
- THERE SHALL BE AT LEAST TWO ORANGE AND TWO WHITE HORIZONTAL, CIRCUMFERENTIAL, RETROREFLECTIVE STRIPES ON EACH DRUM.

GENERAL NOTES

- THE VARIOUS TYPES, COMBINATIONS AND APPLICATIONS OF SIGNS AND WARNING LIGHTS FOR BARRICADES REQUIRED FOR EACH PROJECT SHALL BE:
 - AS SPECIFIED OR DETAILED IN THE PLANS.
 - AS SHOWN IN APPLICABLE TYPICAL ILLUSTRATIONS.
 - AS CALLED FOR AND SUBJECT TO APPROVAL BY THE ENGINEER.
- TEMPORARY AND PERMANENT TYPE 3 BARRICADES SHALL BE FABRICATED FROM APPROVED CRASH TESTED MATERIALS. SEE SECTION 614 AND 630 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FOR ADDITIONAL REQUIREMENTS.
- ALL PAINTING SHALL CONFORM WITH THE FOLLOWING:
 - THE APPLICABLE SECTION OF 508 OF THE STANDARD SPECIFICATIONS.
 - ALL SKIDS, BRACES AND POSTS SHALL BE PAINTED WITH 2 COATS OF EXTERIOR WHITE PAINT.
 - THE BACKSIDES OF RAILS AND VERTICAL PANEL CHANNELIZING DEVICES FACING ONE DIRECTION OF TRAFFIC ONLY SHALL BE PAINTED WITH EXTERIOR WHITE PAINT.
 - ALUMINUM OR GALVANIZED STEEL SKIDS, BRACES AND POSTS SHALL NOT BE PAINTED.
- ALL STRIPED SURFACES SHALL CONFORM WITH THE FOLLOWING:
 - THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE FABRICATED AS ONE PIECE.
 - HORIZONTAL RAILS, WING RAILS AND VERTICAL PANEL CHANNELIZING DEVICES SHALL HAVE ORANGE AND WHITE STRIPES ON THE FACE SIDE(S) SLANTING DOWNWARD AT A 45° ANGLE TOWARD THE SIDE(S) TO WHICH TRAFFIC IS TO PASS OR TURN.
 - PERMANENT BARRICADES SHALL HAVE RETROREFLECTIVE RED AND WHITE STRIPES. THEY MAY BE USED AT LOCATIONS TO MARK THE END OF A ROAD, STREET OR HIGHWAY THAT ENDS AT A "T" INTERSECTION, OR WHERE THERE IS NO CROSSROAD OR OUTLET.
 - ALL RETROREFLECTIVE SHEETING SHALL CONFORM TO ASTM D4956:
 - ORANGE AND WHITE SHALL BE TYPE IV MINIMUM.
 - RED AND WHITE SHALL BE TYPE IV MINIMUM.
- FOR ALL WOODEN BARRICADE COMPONENTS NOMINAL LUMBER DIMENSIONS ARE SATISFACTORY.
- ALL SCREWS, BOLTS, NUTS AND WASHERS SHALL BE GALVANIZED OR CADMIUM PLATED.
- STABILITY OF BARRICADES AND CHANNELIZING DEVICES SHALL CONFORM WITH THE FOLLOWING:
 - SKIDS (BASES) OF MOVABLE BARRICADES SHALL BE WEIGHTED WITH SANDBAGS ONLY WHERE NECESSARY TO PROVIDE STABILITY.
 - NO MOVABLE OR PORTABLE DEVICE SHALL BE WEIGHTED BY ANY METHOD OR WITH ANY MATERIAL THAT WOULD MAKE THEM HAZARDOUS TO MOTORISTS.
- WARNING LIGHTS USED WITH BARRICADES, DRUMS AND VERTICAL PANELS SHALL CONFORM WITH THE FOLLOWING:
 - USE FLASHING WARNING LIGHTS WHEN DEVICES ARE USED SINGLY, AND STEADY BURN LIGHTS WHEN THEY ARE USED IN A SERIES FOR CHANNELIZATION.
 - THEY SHALL BE POSITIONED ABOVE THE TOP RAIL OF BARRICADES OR ON TOP OF DRUMS AND VERTICAL PANELS.
- CONCRETE BARRIER (TEMPORARY) SHALL CONFORM WITH:
 - PRECAST CONCRETE BARRIER AS SHOWN ON COLORADO STANDARD PLAN M-606-14.
 - BARRIER REFLECTORS SHALL BE INSTALLED THAT MEET THE REQUIREMENTS OF STANDARD TYPICAL DELINEATOR INSTALLATIONS, EXCEPT THE MAXIMUM SPACING SHALL BE 50', AND THEY WILL NOT BE PAID FOR BUT ARE INCLUDED IN THE COST OF THE BARRIER.
 - CONCRETE BARRIER END TREATMENT SHALL BE IN ACCORDANCE WITH CLEAR ZONE CRITERIA, AND PLACED AS SHOWN ON THE PLANS.
- SIGN PANELS MOUNTED ON BARRICADES WILL BE PAID FOR SEPARATELY.

Computer File Information

Creation Date: 07/04/12

Created By: JSW

Last Modification Date: 07/31/19

Last Modified By: AVU

CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English

Sheet Revisions

Date:	Comments

Colorado Department of Transportation



2829 W. Howard Pl.
Denver, CO 80204
Phone: 303-757-9436
FAX: 303-757-9219

Traffic & Safety Engineering

MKB

BARRICADES, DRUMS, CONCRETE BARRIERS (TEMP) & VERTICAL PANELS

Issued By: Traffic & Safety Engineering Branch July 31, 2019

STANDARD PLAN NO.

S-630-2

Standard Sheet No. 1 of 1

Project Sheet Number:



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 18, 2022
SUBJECT/TITLE: Resolution accepting a Personal Representative's Deed from Carol Ann Price as Personal Representative of the Estate of Charles William Weinberg to Adams County for right-of-way purposes
FROM: Marissa Hillje
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a Personal Representative's Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78th Avenue to 88th Avenue for the York Street Improvement Project. Carol Ann Price as Personal Representative of the Estate of Charles William Weinberg has executed a Personal Representative's Deed to Adams County for right-of-way purposes. The property is located in the Northwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian. The Personal Representative's Deed will convey property needed for the York Street Phase 2 CIP project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney

ATTACHED DOCUMENTS:

1. Public Hearing Agenda Item Form 2. Deed 3. Resolution 4. Planning Commission Resolution

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PERSONAL REPRESENTATIVE'S DEED FROM CAROL
ANN PRICE AS PERSONAL REPRESENTATIVE OF THE ESTATE OF CHARLES
WILLIAM WEINBERG TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78th Avenue to 88th Avenue ("Project"); and,

WHEREAS, the right-of-way parcel is from property located in the Northwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Colin Hubert ("Parcel RW-264"); and,

WHEREAS, Adams County requires ownership of the Parcel RW-264 for construction of the Project; and,

WHEREAS, Carol Ann Price as Personal Representative of the Estate of Charles William Weinberg has executed a Personal Representative's Deed to convey Parcel RW-264 for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Personal Representative's Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Personal Representative's Deed from Carol Ann Price as Personal Representative of the Estate of Charles William Weinberg, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

After Recording Return To:
Thomas J. Wolf, Esq.
Ireland Stapleton Pryor & Pascoe, PC
717 17th Street, Suite 2800
Denver, CO 80202

NO DOC FEE
REQUIRED

Adams Co
1 set enpt

PERSONAL REPRESENTATIVE'S DEED
(Testate Estate – Sale)

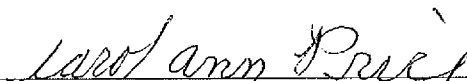
THIS DEED is made by **Carol Ann Price as Personal Representative of the Estate of Charles William Weinberg, also known as Charles W. Weinberg, Charles Weinberg, deceased ("Grantor")**, to the **County of Adams, State of Colorado**, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("**Grantee**").

WHEREAS, the Last Will of the above-named decedent was made and executed in the lifetime of the decedent and is dated May 26, 1982 (the "**Will**"), which Will was duly admitted to informal probate on October 28, 2021 by the Denver Probate Court in the City and County of Denver, State of Colorado, Probate No. 2021PR31415.

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on October 28, 2021 and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey unto Grantee, for and in consideration of Forty-Two Thousand, Five Hundred and 00/100 U.S. Dollars (\$42,500.00), the real property situate in the County of Adams, State of Colorado described in **Exhibit A** attached hereto, with all appurtenances.

Signed this 29th day of June, 2022.

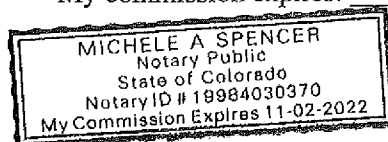


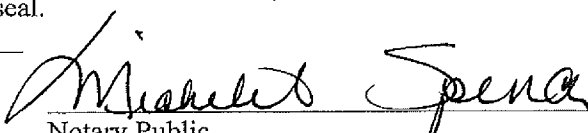
Carol Ann Price as Personal Representative of the
Estate of Charles William Weinberg, also known as
Charles W. Weinberg, Charles Weinberg, deceased

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of June, 2022, by Carol Ann Price as Personal Representative of the Estate of Charles William Weinberg, also known as Charles W. Weinberg, Charles Weinberg, deceased.

WITNESS my hand and official seal.
My commission expires:





Michele A. Spencer
Notary Public

EXHIBIT "A"

**DEED FROM CHARLES W. WEINBURG
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

Tract D of the DEVONSHIRE SQUARE SECOND FILING, a Subdivision recorded on November 20, 1980 in File No. 14 Map 699 Reception No. B296277 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado



A handwritten signature in black ink, appearing to read "Cortez", written over the right side of the professional seal.

6/29/2022 at 11:16 AM.

REC: \$18.00

Josh Zygielbaum, Adams County, CO.

REAL PROPERTY TRANSFER DECLARATION (TD-1000)

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S..

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the Declaration be returned within thirty days after the notice is mailed.

If the Real Property Transfer Declaration is not returned to the county assessor within the thirty days of notice, the assessor may impose a penalty of \$25.00 or 0.025% (0.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the Declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make this Real Property Transfer Declaration available for inspection by the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S. and 39-13-102(5)(c), C.R.S.

-
1. Address and/or legal description of the real property sold. Please do not use P.O. Box numbers.
Vacant Land, Adams County Parcel #0171925204017
 2. Type of property purchased: ☐ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Unit Res
☐ Commercial ☐ Industrial ☐ Agricultural ☐ Mixed Use ☒ Vacant Land ☐ Other
 3. Date of closing:
June 29, 2022
Month Day Year

Date of contract if different than date of closing:

Month Day Year
 4. Total Sale price, including all real and personal property.
\$42,500.00
 5. Was any personal property included in the transaction? Personal property would include, but is not limited to, carpeting, drapes, appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.
☐ Yes ☒ No If yes, the approximate value \$ _____ Describe _____

 6. Did the total sale price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.
☐ Yes ☒ No If yes, value \$ _____
If yes, does this transaction involve a trade under Section 1031? ☐ Yes ☐ No
 7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.

6/29/2022 at 11:16 AM.

REC: \$18.00

Josh Zygielbaum, Adams County, CO.

8. ☒ Yes ☐ No If no, interest purchased _____ %.
- Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.
- ☐ Yes ☒ No

9. Check any of the following that apply to the condition of the improvements at the time of the purchase.
- ☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ Salvage.

If the property is financed, please complete the following.

10. Total amount financed: \$ _____

11. Type of financing:

☐ New
☐ Assumed
☐ Seller
☐ Third Party
☐ Combination;

Explain _____

12. Terms:
- ☐ Variable; Starting interest rate _____ %
- ☐ Fixed; Interest rate _____ %
- Length of time _____ years
- Balloon payment ☐ Yes ☐ No. If yes, amount _____ Due date _____

13. Please explain any special terms, seller concessions, or financing and any other information that would help the assessor understand the terms of the sale.

N/A

For properties other than residential (Residential defined as: single family detached, townhomes, apartments and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee? ☐ Yes ☒ No
- If yes, franchise or license fee value? \$ _____
15. Did the purchase price involve an installment land contract? ☐ Yes ☒ No
- If yes, date of contract _____

16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to closing? ☐ Yes ☒ No

Remarks: Please include any additional information concerning the sale you may feel is important:

Adams County is the buyer. This is not a market transaction

17. Signed this 29th day of June, 2022

Enter the day, month and year, have at least one of the parties to the transaction sign the document, and include an address and daytime telephone number. Please designate whether buyer or seller.

Josh Zygielbaum
 Signature of Grantee (Buyer) ☐ or Grantor (Seller) ☒

18. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

Adams County Public Works Attn: Marissa Hillje

Address (mailing)

Daytime Phone

4430 S. Adams County Parkway, Brighton, CO

City, State and Zip Code

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A PERSONAL
REPRESENTATIVE'S DEED FROM CAROL ANN PRICE AS PERSONAL
REPRESENTATIVE OF THE ESTATE OF CHARLES WILLIAM WEINBERG TO ADAMS
COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11th day of August 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Personal Representative's Deed from Carol Ann Price as Personal Representative of the Estate of Charles William Weinberg for right-of-way purposes on the following described land to wit:


Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Personal Representative's Deed is in conjunction with the York Street Capital Improvement Program Project – York Street from 78th Avenue to 88th Avenue, for a portion of vacant land, located in the Northwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Personal Representative's Deed from Carol Ann Price as Personal Representative of the Estate of Charles William Weinberg be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, ~~John F. Duprie~~ John F. Duprie Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 18, 2022
SUBJECT/TITLE: Resolution accepting a Grant of Easement from Gates and Rymph Inc. to Adams County for the Colorado Agricultural Ditch
FROM: Marissa Hillje
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a grant of easement for the Colorado Agricultural Ditch.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and permanent easements along York Street from 78th Avenue to 88th Avenue for the York Street Improvement Project. Gates and Rymph Inc. has executed a Grant of Easement to the County for the reconstruction and modification to the Colorado Agricultural Ditch. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian. The Grant of Easement is needed for the York Street Phase 2 CIP project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

1. Grant of Easement 2. Resolution 3. Planning Commission Resolution

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A GRANT OF EASEMENT FROM GATES AND RYMPH INC.
TO ADAMS COUNTY FOR THE COLORADO AGRICULTURAL DITCH

WHEREAS, Adams County is in the process of acquiring right-of-way and permanent easements for the York Street Capital Improvement Program Project - York Street from 78th Avenue to 88th Avenue (“Project”); and,

WHEREAS, the address of the permanent easement parcel is 8370 Welby Road, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Gates and Rymph Inc. (“Parcel PE-237”); and,

WHEREAS, Adams County requires the Parcel PE-237 for construction of the Project; and,

WHEREAS, Gates and Rymph Inc. has executed a Grant of Easement to Adams County for the purpose of modifying, realigning and relocating portions of the Colorado Agricultural Ditch across Parcel PE-237, which complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Grant of Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Grant of Easement from Gates and Rymph Inc., a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 6th day of December, 2021, between Gates and Rymph, Inc, a Colorado corporation ("Grantor"), and Adams County, a political subdivision of the State of Colorado ("Grantee"), whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601. Grantor and Grantee may be collectively referred to herein as "Parties."

WITNESSETH:

WHEREAS, in connection with its "York Street 78th Avenue to 88th Avenue Reconstruction Project", Grantee has proposed and agreed to modify, realign, and relocate portions of the Colorado Agricultural Ditch ("Ditch") across certain parcels of real property in the vicinity of the intersection of East 78th Avenue and York Street in Adams County, Colorado, including that parcel owned by Grantor which is legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

WHEREAS, Grantor has agreed to grant an easement to Grantee for the portion of the Ditch across the Property in accordance with this Grant of Easement.

NOW THEREFORE, for and in consideration of Twenty Thousand, Three Hundred Sixty and 00/100 Dollars (\$20,360.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, Grantee's successors and assigns forever, a permanent non-exclusive easement for the purpose of constructing, operating, maintaining, replacing, repairing, improving, inspecting, surveying, testing, removing, and restoring, at any time and from time to time, the Ditch, and all improvements and appurtenances associated therewith ("**Easement Improvements**") in, over, under and through all of the Property, as described in Exhibit A, attached hereto and incorporated herein by this reference, for the purpose of conveyance of water in the Ditch for beneficial use. The easement so granted, together with the Easement Improvements, is referred to herein as the **Ditch Easement**.

2. The Grantor further grants to the Grantee:

- (a) The right from time to time to enlarge, improve, reconstruct, relocate, repair and replace any Easement Improvements or other associated appurtenances constructed or placed within the Ditch Easement;
- (b) The right to mark the location of the Ditch Easement and the Easement Improvements by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the Property crossed by the Ditch Easement;

- (c) The right to ingress and egress over and across the Property for the purpose of exercising the rights herein granted.

3. Grantor reserves the right to use and occupy the Property crossed by the Ditch Easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger the Ditch Easement or any of the Grantee's Easement Improvements or otherwise interfere with Grantee's rights hereunder. Grantor agrees that any existing easement or other encumbrances are and shall be treated as subordinate to the Ditch Easement and shall not interfere with it. Grantor agrees that any future easements granted in, over, under, or through the Property shall be junior to the Ditch Easement and shall not interfere with the Ditch Easement. Grantor's uses of said land crossed by the Ditch Easement and the agreements concerning those uses shall be as follows:

- (a) Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or decrease or substantially increase ground level which will interfere with Grantee's Ditch Easement, or allow the installation of other utilities in or through said Ditch Easement, without obtaining the specific written permission of the Grantee;
- (b) The Grantor may use the Property for any and all lawful purposes not inconsistent with the purposes set forth in this Ditch Easement so long as such uses do not interfere with the continued use, maintenance, repair, and replacement of or cause damage to the Ditch Easement or the Easement Improvements constructed within the Ditch Easement.
- (d) In the event Grantor's use or uses of the Property interfere with the Ditch Easement or the Easement Improvements, Grantee may remove or cause a cessation of such uses, and Grantor shall be responsible for any and all losses, damages and restoration, if any, related to such removal or cessation. In the event the terms of this Ditch Easement are otherwise violated by the Grantor or by any person in privity with the Grantor, such violation shall be immediately corrected and eliminated upon receipt of notice from the Grantee, and if not corrected, the Grantee shall have the right to correct and eliminate such violation, and the Grantor, its heirs, administrators, successors and assigns, shall promptly pay the costs to correct said violation including, but not limited to, Grantee's reasonable attorney fees. If such violation is not corrected, the Grantee shall also have the right to file appropriate proceedings to enjoin any violation and request specific performance of the conditions described herein. This provision shall not preclude the Grantee from recovery of damages to the Ditch Easement or the

Easement Improvements caused by Grantor's acts or omissions. The Grantee reserves the right to do all acts necessary to immediately remedy any emergency or situation that may arise that disrupts or affects use of the Ditch Easement.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

6. This Grant of Easement shall attach to and run with the land described in Exhibit A and the terms and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands hereto on the day and year above first written.

[Signature pages follow].

GRANTOR

Gates and Rymph, Inc, a Colorado corporation

Signature Fredrick H. Gates

Printed Name Fredrick H. Gates

STATE OF COLORADO)

) ss.

COUNTY OF ~~ADAMS~~ Jefferson

Subscribed and sworn to before me this 6 day of December, 2021, by
Fredrick H. Gates as Owner of Gates and Rymph, Inc, a Colorado
corporation.

WITNESS my hand and official seal.

My commission expires: 08/21/2022

Ruth B. Moore
NOTARY PUBLIC

EXHIBIT "A"
PERMANENT EASEMENT NUMBER: CAD-237
PROJECT NUMBER: IMP-3056-1603
SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST
SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY

DESCRIPTION

A Permanent Easement No. CAD-237 of Adams County Project Number IMP-3056-1603, containing 2,660 square feet, more or less, being a portion of that parcel of land described in a Warranty Deed, recorded January 5, 2006, at Reception No. 20060105000016120, of the records of the Adams County Clerk and Records Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest Corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears N00°04'09"E a distance of 2628.81 feet;
Thence N26°05'45"E a distance of 2567.84 feet to the
POINT OF BEGINNING CAD-237;

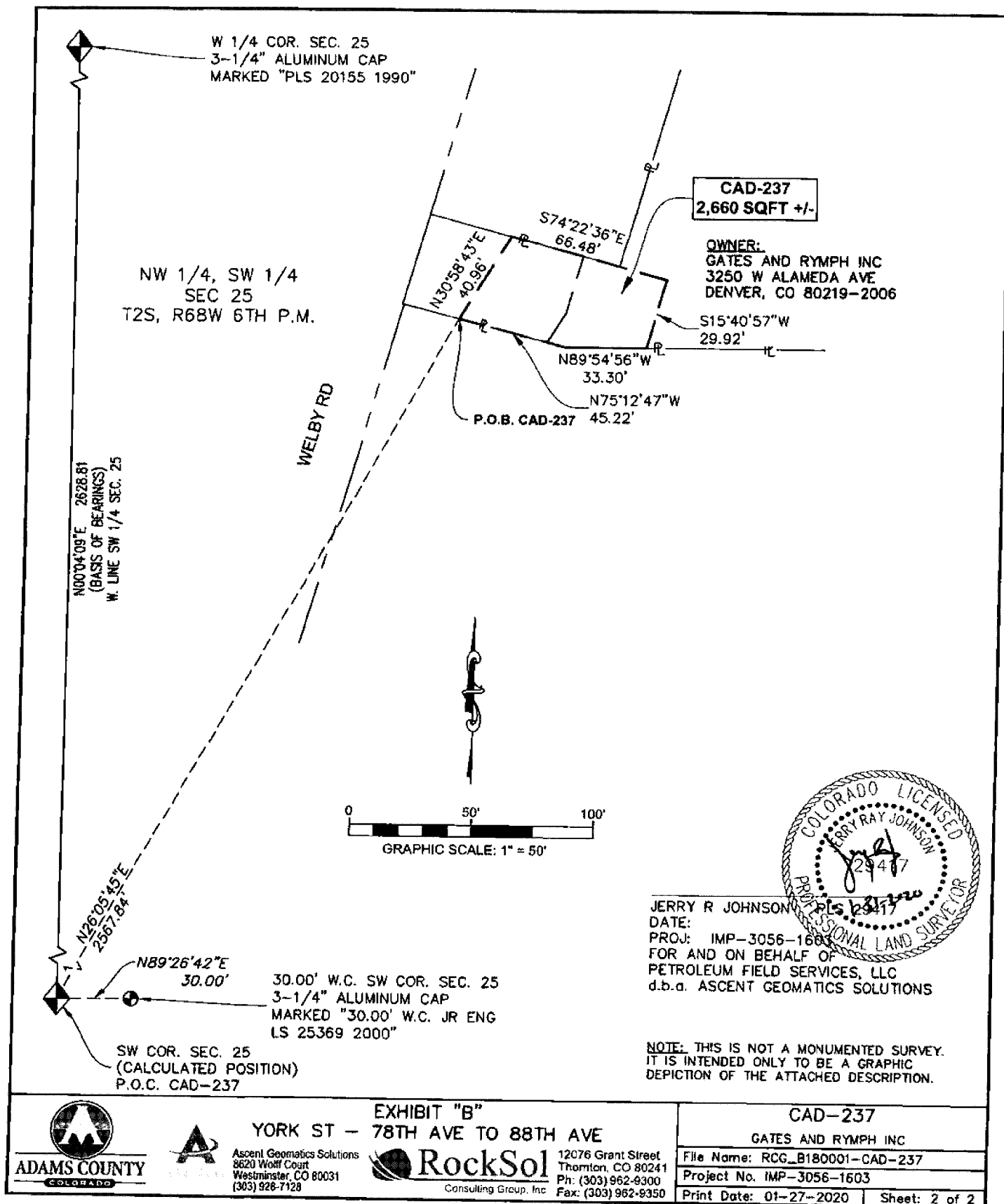
Thence N30°58'43"E, a distance of 40.96 feet to a point on a northerly boundary of said parcel;
Thence S74°22'36"E along said northerly boundary, a distance of 66.48 feet;
Thence S15°40'57"W, a distance of 29.92 feet;
Thence N89°54'56"W, a distance of 33.30 feet;
Thence N75°12'47"W, a distance of 45.22 feet to the
POINT OF BEGINNING CAD-237.

Containing 2,660 sq. ft. +/-

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

Jerry R. Johnson, PLS 29417
Date:
For and on Behalf of
Petroleum Field Services, LLC
d.b.a. Ascent Geomatics Solutions





PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A GRANT OF EASEMENT FROM
GATES AND RYMPH INC. TO ADAMS COUNTY FOR THE COLORADO
AGRICULTURAL DITCH

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11th day of August 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners a Grant of Easement from Gates and Rymph Inc., for the reconstruction and modification to the Colorado Agricultural Ditch on the following described land to wit:


Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Grant of Easement is in conjunction with the York Street Capital Improvement Program Project – York Street from 78th Avenue to 88th Avenue, located on property with address of 8370 Welby Road, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Grant of Easement, from Gates and Rymph Inc., be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. DuPriest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: October 18, 2022
SUBJECT/TITLE: Resolution accepting Warranty Deed conveying property from Gates and Rymph Inc. to Adams County for right-of-way purposes
FROM: Marissa Hillje
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
RECOMMENDED ACTION: That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78th Avenue to 88th Avenue for the York Street Improvement Project. Gates and Rymph Inc. has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Southeast Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

1. Warranty Deed 2. Draft resolution 3. Planning Commission Resolution

FISCAL IMPACT:

No

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING WARRANTY DEED CONVEYING PROPERTY
FROM GATES AND RYMPH INC. TO ADAMS COUNTY FOR
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78th Avenue to 88th Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from property located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Gates and Rymph Inc. (“Parcel RW-237”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-237 for construction of the Project; and,

WHEREAS, Gates and Rymph Inc. has executed a Warranty Deed to convey Parcel RW-237 for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 11th day of August 2022, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed from Gates and Rymph Inc., a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 8th day of June, 2022, between **Gates and Rymph Inc.**, whose address is 3250 West Alameda Avenue, Denver, Colorado, 80219, grantor(s), and the **COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of \$19,320.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Also known by street and number as: being a portion of 8370 Welby Road
Assessor's schedule or parcel number: part of 0171925300026

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except interests of record.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Gates and Rymph, Inc.

By: *Frederick H. Gates*
Print: Frederick H. Gates
Title: Owner

STATE OF Colorado
County of Denver)

The foregoing instrument was acknowledged before me this 8th day of June, 2022, by Frederick H. Gates, as owner of Gates and Rymph, Inc.

Witness my hand and official seal.

My commission expires: 2-25-25

STEPHANIA M GONZALEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174007043
MY COMMISSION EXPIRES FEBRUARY 25, 2025

[Signature]
Notary Public

EXHIBIT "A"
RIGHT-OF-WAY NUMBER: RW-237
PROJECT NUMBER: IMP-3056-1603
SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST
SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY

DESCRIPTION

A tract or parcel of land No. RW-237 of Adams County Project Number IMP-3056-1603, containing 1,578 square feet, more or less, being a portion of that parcel of land described in a Warranty Deed, recorded January 5, 2006, at Reception No. 20060105000016120, of the records of the Adams County Clerk and Recorders Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears S00°04'09"W a distance of 2628.81 feet;
Thence S73°56'32"E a distance of 1108.24 feet to the Southwest corner of said parcel and the **POINT OF BEGINNING PARCEL RW-237;**

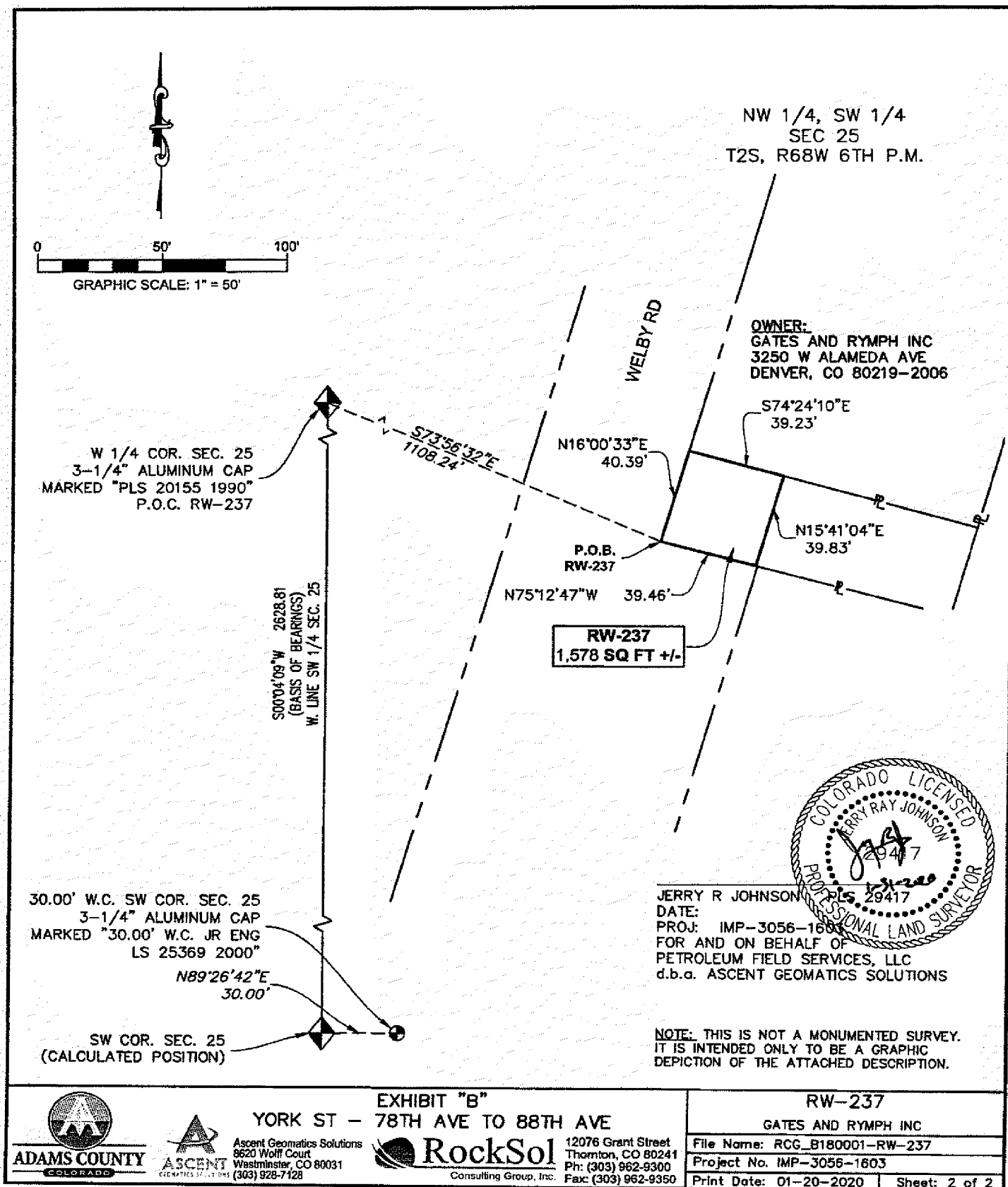
Thence N16°00'33"E along the westerly boundary of said parcel, a distance of 40.39 feet to a point on the northerly boundary of said parcel;
Thence S74°24'10"E along said northerly boundary, a distance of 39.23 feet;
Thence S15°41'04"W, a distance of 39.83 feet to a point on the southerly boundary of said parcel;
Thence N75°12'47"W along said southerly boundary, a distance of 39.46 feet to the **POINT OF BEGINNING PARCEL RW-237.**

Containing 1,578 sq. ft. +/-

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

Jerry R. Johnson, PLS 29417
Date:
For and on Behalf of
Petroleum Field Services, LLC
d.b.a. Ascent Geomatics Solutions





PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM
GATES AND RYMPH INC. TO ADAMS COUNTY FOR
RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 11th day of August 2022, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from Gates and Rymph Inc. for right-of-way purposes on the following described land to wit:


Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with the York Street Capital Improvement Program Project – York Street from 78th Avenue to 88th Avenue, for a portion of 8370 Welby Road, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed from Gates and Rymph Inc. be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. D. Priest, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission