

Received Date
03/15/2017

LANCASTER COUNTY
555 SOUTH 10TH STREET
LINCOLN, NE 68508

Utility Permit No. 1522

Application Date
3/13/2017

Application to Construct
Utilities On County property

Project or WO No. 017-0140

Contract No.

County Rep. jem

Application is hereby made to LANCASTER COUNTY by:

Name: Shaun Brannen

Phone: 402-326-4657

Company Name: Unite Private Networks

E-Mail: shaun.brannen@upnfiber.com

Address: 3880 VerMaas Place

Lincoln, NE 68502

To construct a utility or utilities on County right-of-way as follows:

LEGAL DESCRIPTION:

Section 28, Township 9 N, Range 7 E of the 6th P.M.
Work to be constructed along the south side of Yankee Hill Road, just west of S. 70th Street

UTILITY TO BE CONSTRUCTED

TYPE	DESCRIPTION	ANNOTATION
Communication	Cable, Coax, Fiber	Cable

Other No utility to be buried directly above a drainage structure. Existing utilities will be separated by 24".

PROPOSED UTILITY INSTALLATION

METHOD	SIZE/WIDTH	DESCRIPTION	DEPTH	DESCRIPTION
Continuous Bore	Size	1.5"	Depth	See plan

Other Contact Bob Jacobs at 402-441-7797 48 hours prior to any construction in County Right-of-way.

NAME AND ADDRESS OF CONTRACTOR(S) PERFORMING THE WORK (if Applicable):

Midcon Underground Construction Inc.

Denton, NE 68339

UTILITY PERMIT REQUIREMENTS

NOTE – If Engineer plan sheet project notes conflict with Lancaster County’s utility permit application requirements and the special utility permit requirements, the utility permit application requirements and special utility permit requirements shall govern. See Page 6 for additional requirements upon permit approval.

1. Unless agreed to in writing in advance by the owner, the depth of installed facilities shall be at a minimum as follows:
 - A. For utility installation parallel to the roadway, the minimum depth of burial will be 42” (48” in road ditches) measured from the ground surface to the top of the utility, except as noted in “C” below.
 - B. For utility installation transverse to the roadway the minimum depth of burial will be 48” measured from the ground surface to the top of the utility, except as noted in “C” below.
 - C. The minimum depth of burial beneath drainage structures, waterways, creek channels, or culverts within 5’ of the utility route will be 72”, measured from the flow line of the drainage structure, waterway, or creek channel (whichever is lower), to the top of the utility.
 - D. No utility will be buried directly above a drainage structure, **regardless of the burial depth.**
 - E. All crossings with existing utilities will be separated by a minimum of 24”, both horizontally and vertically.
 - F. All paved road and paved driveway crossings will be dry-bored.
 - G. All areas disturbed by construction will be restored to their pre-construction condition. This includes: all open-cut crossings to be backfilled with material excavated from trench; no sand or crushed rock backfill will be allowed; and compaction of backfills to a density equal to or greater than the surrounding soil in and around trenches, bore pits, pull boxes, and other utility appurtenances. It also includes replacing roadway and driveway surfacing lost or damaged by construction, and re-seeding of all areas disturbed by the work.
 - H. Trees within the right-of-way will be preserved by the contractor when possible. All trees, bushes, brush, debris piles, resulting from clearing or grubbing operations will become the property of the contractor and will be removed from county property at the contractor’s expense.
2. The contractor performing the work shall have onsite a copy of approved utility permit allowing permitted work to be done within County Road Right-of-Way.
3. The utility owner or his representative will mark all existing Lancaster County drainage structures along the proposed utility installation route 24 hours prior to construction at a culvert site. All structures will be marked in a manner so as to allow the Utility’s Contractor to identify all “Bore” locations.
4. The contractor will notify Lancaster County Maintenance Superintendent Bob Jacobs at 402-441-7797, within 48 hours, prior to commencing construction on county right-of way.
5. Contractor performing the work to submit insurance certificate naming Lancaster County as additional insured prior to any activities in the right-of-way. Contractor shall also provide Lancaster County a 30 day notice of cancellation, non-renewal or any material reduction of insurance coverage.
6. The applicant, or his contractor, shall contact the local utility companies and request location of any buried utilities. Damage to any utilities, either on County right-of-way or adjacent to County right-of-way, shall be repaired at the expense of the applicant or his contractor.

7. Future road construction work could necessitate relocation of utilities. Those utility relocation costs shall be borne by the utility owner.
8. All trenches shall be backfilled the same day trench was excavated except for the portion where the work is to be continued the next day. The portion left open for work continuation shall be protected by barricades with flashing lights at night. No open trenches in the roadway will be allowed overnight. (Except when such road is closed for construction or except with prior conditional approval to be noted on page #6)
9. Roads may be closed for a maximum of 12 hours, with prior review and approval from this office. (See #11 for signage layout)
10. Road closures longer than 12 hours will require prior review and shall include an approved detour plan. (See #11 for signage layout)
11. Three Type III barricades w/Type A flashing lights shall be placed on each side of construction site. "Road Closed" {R 1 1-2} signs shall be mounted on the middle barricade on each side of the construction site. At the nearest intersection each way from crossing, a "Road Closed _____ Miles ahead -- Local Traffic Only" (R11-3) sign shall be placed.
12. All barricading, flagmen, warning signs, etc. shall conform to the current **Manual on Uniform Traffic Control Devices.**
13. No equipment shall be left unattended on public right-of-way. No trenches shall be left open after working hours. No equipment shall block traffic control devices. If necessary, flagmen shall be required.
14. All pipe and encasements to conform to State Highway Standards.
15. **Notification of proposed utility work to adjacent landowners shall be the responsibility of the Utility Company and or their Agents.**
16. *****Utility Company and or their Agents shall be responsible to notify the Lancaster County Engineering Department upon completion of permitted utility work.*****

TYPICAL CROSS SECTION OF ROAD CROSSING

(Proposed Drawing by Applicant)

I (We) agree to construct the UPN Fiber Optic Lines in accordance with the permit requirements and
(utility)
the provisions included as a part of this permit.

COMPANY: Unite Private Networks

DATE: 3/13/17

SIGNED BY: Shaun Brannen

Digitally signed by Shaun Brannen
DN: cn=Shaun Brannen, o=Unite Private Networks, ou=OSP-NE,
email=shaun.brannen@upnfiber.com, c=US
Date: 2017.03.13 16:51:23 -0500

EXECUTION BY LANCASTER COUNTY

The above application is hereby approved subject to the requirements and provisions of the permit.

APPROVED and dated this _____ day of _____ by the Lancaster County
Board of Commissioners.

LANCASTER COUNTY BOARD OF COMMISSIONERS

Chairperson

APPROVED as to form

this _____ day of _____

Deputy County Attorney

REVIEWED this _____ day of _____, _____

Lancaster County Engineering Representative

I (We) agree to construct the _____ in accordance with the permit requirements and
(utility)
the provisions included as a part of this permit.

COMPANY: Unite Private Networks

DATE: _____

SIGNED BY: _____

EXECUTION BY LANCASTER COUNTY

The above application is hereby approved subject to the requirements and provisions of the permit.

Date _____

Signed By: _____
Lancaster County Representative

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(TO BE FILLED IN BY COUNTY PERSONNEL)

Encasement Requirements:

Barricade, Signing and Flagging Requirements:

Methods of Installation:

Minimum Cover Provided in Road Ditches:

Other Requirements:

Additional Comments:

**INSURANCE CLAUSE
FOR LANCASTER COUNTY ENGINEER UTILITY PERMITS**

Insurance; Coverage Information

The contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be acceptable to the County Attorney. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

An Additional Insured Endorsement Form showing the County as additional Insured.

1.2 Automobile Liability

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

1.3 Intentionally Omitted

1.4. Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Contractor shall provide the County with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Intentionally Omitted

1.5.1 Intentionally Omitted

1.6 Intentionally Omitted

1.7 Intentionally Omitted

1.8 Railroad Contractual Liability Insurance (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide an endorsement (ISO® form CG24170193 or newer) that removes or deletes any exception for such work in the Contractor's commercial general liability policy. Any endorsement not described herein shall be subject to the approval of the County Attorney.

1.8.1 Railroad Protective Liability (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Intentionally Omitted

2. Risk of Loss

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

3. Umbrella or Excess Liability

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

4. Minimum Scope of Insurance

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

5. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the County, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

6. Reservation of Rights

The County reserves the right to require a higher limit of insurance or additional coverages when the County determines that a higher limit or additional coverage is required to protect the County or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

7. Sovereign Immunity

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the County.

For questions regarding Insurance Requirements, please contact Risk Management.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2017

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

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

PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: Patt Pierce PHONE (A/C, No, Ext): 402-861-7000 E-MAIL ADDRESS: patt.pierce@hakco.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED MID28272 Mid Con Underground Construction, Inc. P.O. Box 407 Denton NE 68339	INSURER A: BITCO General Insurance Corp	NAIC # 20095
	INSURER B: Travelers Property Casualty of Amer	NAIC # 25674
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 2059959295

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CLP3651067	3/15/2017	3/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA3651068	3/15/2017	3/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			ZUP15N3843817NF	3/15/2017	3/15/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3651065	3/15/2017	3/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Lancaster County is additional insured for general liability if required by written contract executed prior to loss.

CERTIFICATE HOLDER

CANCELLATION

Lancaster County
444 Cherrycreek Rd., Bldg. C
Lincoln NE 68528

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an in the box next to the caption of such provision.

- | | |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | M. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations | N. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | O. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | P. <input checked="" type="checkbox"/> Care, Custody or Control |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | Q. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | R. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | S. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | T. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| I. <input checked="" type="checkbox"/> Liquor Liability | U. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations |
| J. <input checked="" type="checkbox"/> Broadened Conditions | V. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases | |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

- 8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

- A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

- 12.b.** Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A**, is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

- (1)** How, when and where the "occurrence" or offense took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1)** Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2)** Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSURED - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

- 1.** "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

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

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

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

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE**.

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
- 1.** A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits."
 - 3.** Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 - 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
- 1.** Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

O. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion I of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

I. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

P. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Q. ELECTRONIC DATA LIABILITY COVERAGE

1. **Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A**, is deleted and replaced with the following:
 - 2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.
2. The following definition is added to **SECTION V – DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
 - c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

R. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

S. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- 1.** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2.** Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

T. AUTOMATIC ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Lancaster County, NE

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

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

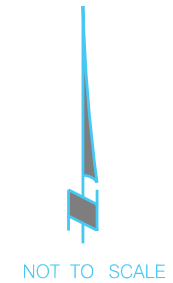
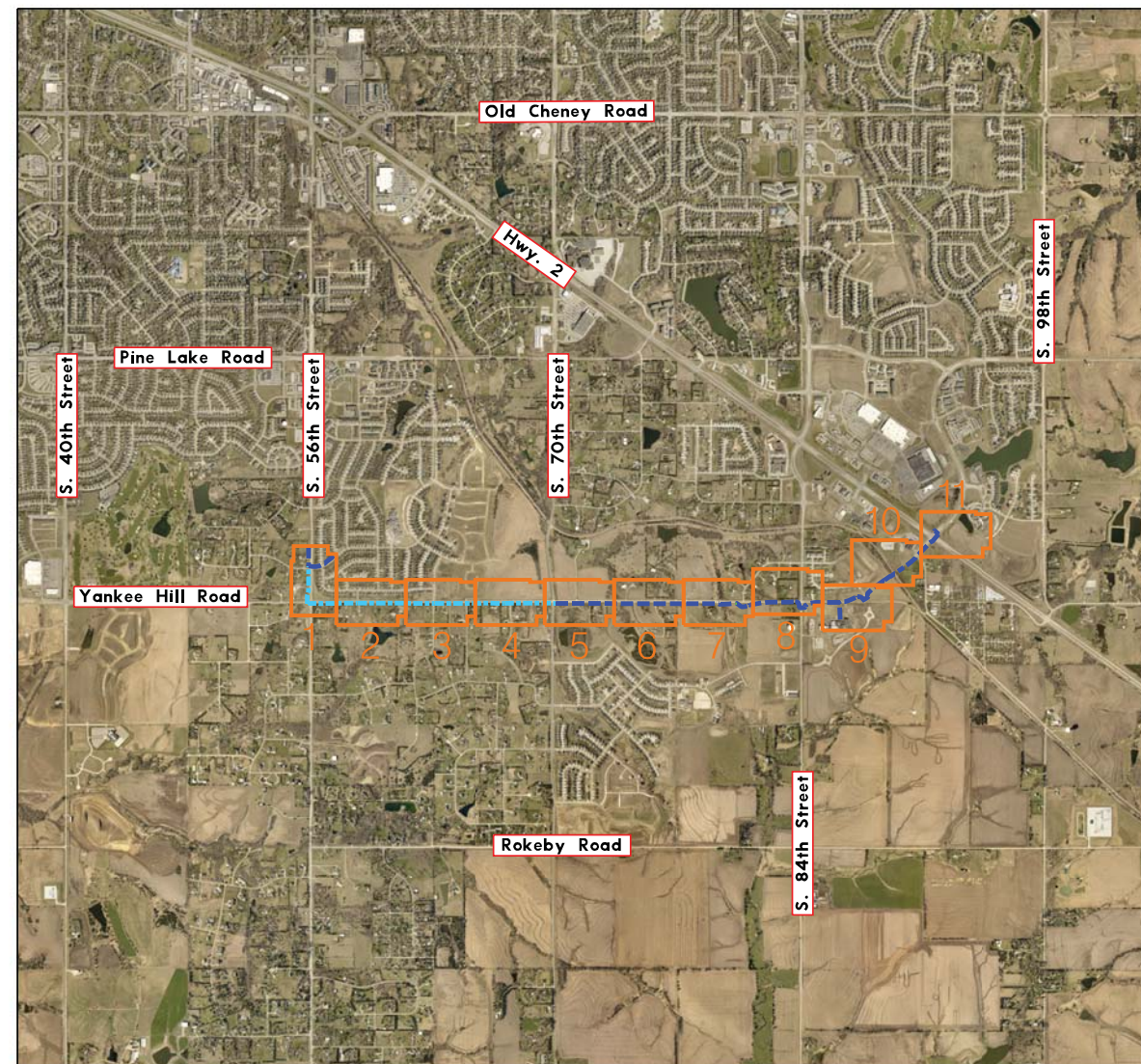
PROJECT COORDINATION CONTACTS			
NAME	AGENCY	PHONE NUMBER	EMAIL
SHAUN BRANNEN	UPN	402-326-4657	SHAUN.BRANNEN@UPNFIBER.COM
SCOTT OPFER	ROW CONSTRUCTION MANAGER	402-441-7711	SOPFER@LINCOLN.NE.GOV
BARNIE BLUM	INSPECTOR	402-326-0518	BBLUM@LINCOLN.NE.GOV
KEITH KOHEL	NDOR	402-471-0850	KEITH.KOHEL@NEBRASKA.GOV
KEN SCHROEDER	LANCASTER COUNTY	402-441-7681	KSCHROEDER@LANCASTER.NE.GOV

CITY OF LINCOLN, NEBRASKA

UNITE PRIVATE NETWORKS

MOORE MIDDLE SCHOOL

8700 YANKEE WOODS DRIVE



PERMITS REQUIRED	
SHT. NO.	DESCRIPTION
F.1-F.11	CITY FIBER
F.4-F.5	LANCASTER COUNTY
F.5	FLOODPLAIN
F.10	UNION PACIFIC RAILROAD MAINTENANCE CALL
F.11	NDOR UNDERCROSS HWY. 2

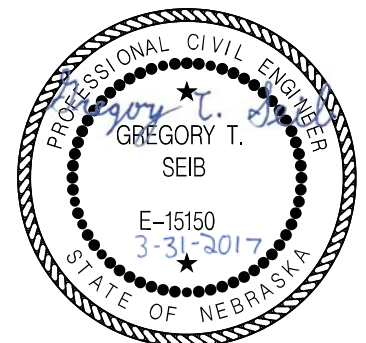
SHT. NO.	SHEET INDEX
C.1	COVER
S.1	SUMMARY OF QUANTITIES & DETAILS
G.1	GENERAL NOTES
T.1-T.3	TRAFFIC CONTROL PLANS
F.1-F.11	FIBER DESIGN



PRIOR TO CONSTRUCTION:

CALL 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLE TELEVISION AND OTHER UTILITIES.

NOTE: EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.



COVER

USER: ckrull
 DATE: 03/30/2017
 DGN: F:\2017\0001-0500\017-0140-Design\Microstation\Telecom_LNK\017-0140_Moore_MS\Sheets\Cover.dgn

LEGEND OF SYMBOLS

- EXISTING CONDUIT
- EXISTING AERIAL FIBER
- BORED CONDUIT
- TRENCHED CONDUIT
- NEW AERIAL FIBER
- NEW AERIAL FIBER, OVERLASH
- MESSENGER CABLE
- NEW PULL BOX
- NEW PEDESTAL
- NEW POLE
- NEW DOWN GUY
- NEW RISER
- NEW SLACK SPAN
- NEW SLACK LOOP
- EXISTING PULL BOX
- EXISTING PEDESTAL
- EXISTING UTILITY POLE
- EXISTING SLACK LOOP
- EXISTING SPLICE CASE
- EXISTING MANHOLE
- SIGN
- BARRICADE
- DRUM
- BORE PIT
- ARROW PANEL

CABLE AND CONDUIT DESIGNATIONS

- B is Conduit Bored (ie..3" B)
- C is conductor (ie.. 3/C)
- CC is Coaxial Cable
- CCC is Camera Control Cable
- CDC is Camera Detector Cable
- CG is Circuit Ground
- CPC is Camera Power Cable
- DB is Direct Buried
- DMSC is Dynamic Message Sign Cable
- EDC is Emergency Detector Cable
- ETW is Electric Tracer Wire
- EX is Existing
- FI is Fabric Interduct
- FLC is Fiber Locate Cable
- FTW is Fiber Tracer Wire
- INS is Install
- INT is Intraduct
- LC is Lead-In Cable
- M is Conduit Mounted (ie..2" M)
- 4-MB is Main Line Conduit Group Bored (4) 1 1/4"
- MM is Multi Mode Fiber Cable
- 4-MT is Main Line Conduit Group Trenched (4) 1 1/4"
- NO is Number
- OH is Over Head
- PR is Pair of Communication (ie.. 6 PR)
- REL is Relocate
- REM is Remove
- SC is Service Cable
- SL is Street Light
- SM is Single Mode Fiber Cable
- T is Conduit Trenched (ie..3" T)
- TW is Tracer Wire (black or green)

POLYMER CONCRETE ARMORCAST PRODUCTS COMPANY

A6001430

DESCRIPTION	NOMINAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	30" x 48" x 36"	20K	15	A6001430TAPCX36

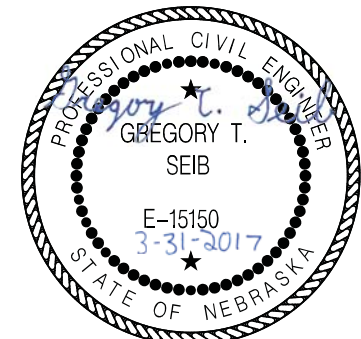
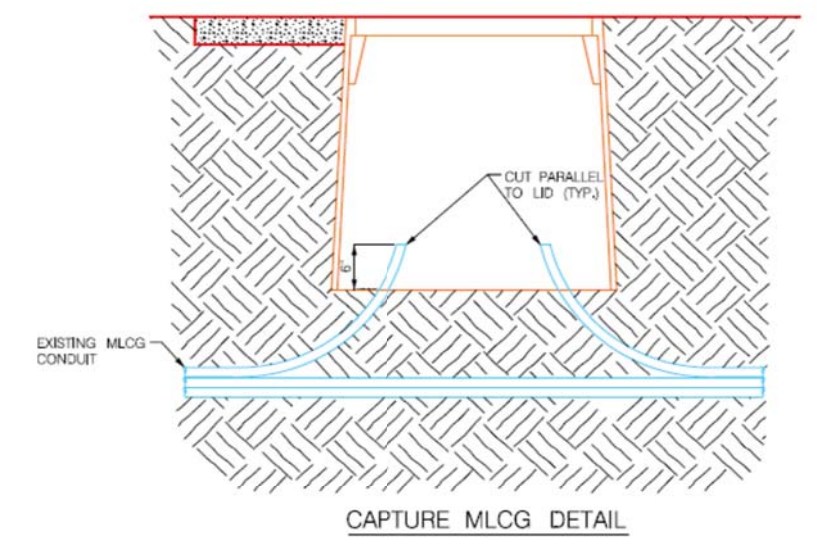
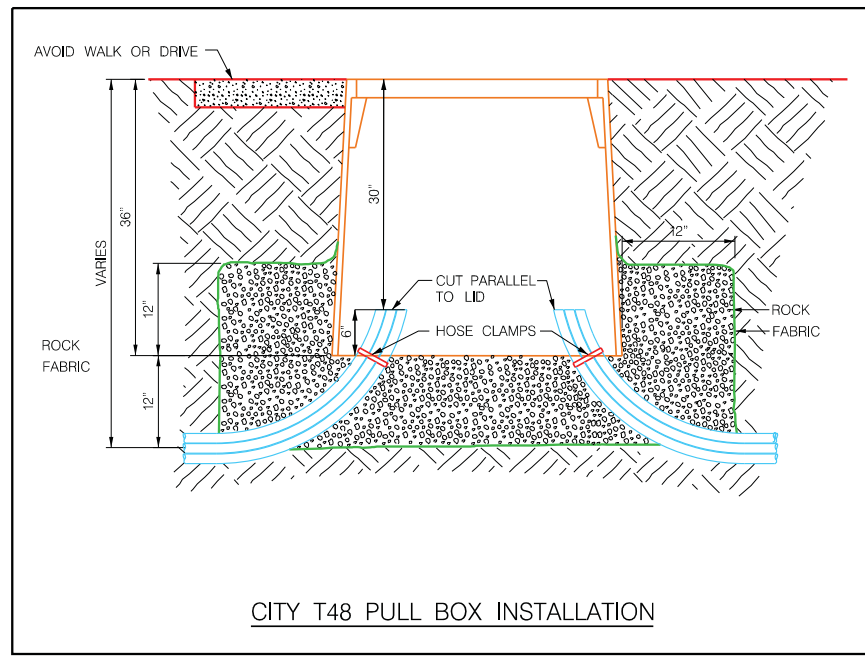
CITY T48 PULL BOX

NOTES:

- CITY T48 PULL BOX SHALL HAVE 2 PIECE COVER
- CITY T48 PULL BOX SHALL BE LABELED "FIBER"

SUMMARY OF QUANTITIES

ITEM	UNIT	QUANTITY
TRAFFIC CONTROL FOR CONSTRUCTION	LS.	1
CONDUIT, 6-MB	LF.	6,192
PULL BOX, T48	EA.	4
FIBER, 144 SM, UNDERGROUND	LF.	15,768
FIBER, 144 SM, UNDERGROUND SLACK STORAGE	LF.	1,520
GROUND ROD	EA.	4
GROUND BAR	EA.	4



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ROW CONSTRUCTION PROJECT NOTES (3-10-16)

1. THE CITY PUBLIC WORKS AND UTILITIES DEPARTMENT, RIGHT OF WAY CONSTRUCTION SECTION SHALL BE NOTIFIED A MINIMUM OF FORTY EIGHT (48) HOURS IN ADVANCE OF INITIAL PROJECT CONSTRUCTION.
2. THE UTILITY COMPANY AND THE CONTRACTOR(S) ARE RESPONSIBLE TO HAVE AT LEAST ONE PERSON ON THE JOB SITE AT ALL TIMES, THAT IS "SITE SUPERVISOR" CERTIFIED.
3. THE CONTRACTOR SHALL ADHERE TO THE CURRENT CITY OF LINCOLN STANDARD SPECIFICATIONS, APPROVED SPECIAL PROVISIONS, LINCOLN STANDARD PLANS, RIGHT-OF-WAY CONSTRUCTION PROCEDURES MANUAL AND THE LINCOLN MUNICIPAL CODE.
4. THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED ON THE PROJECT PLANS. THE CONTRACTOR IS REQUIRED TO CONTACT THE NEBRASKA 811 ONE CALL NOTIFICATION CENTER (DIAL 811) FORTY-EIGHT (48) HOURS PRIOR TO WORKING IN THE CITY RIGHT OF WAY. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF THE UNDERGROUND UTILITIES UNTIL ALL FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL UNDERGROUND AND AERIAL UTILITIES AND INFRASTRUCTURE.
5. WHENEVER UNDERGROUND FACILITIES ARE IN CLOSE PROXIMITY TO THE PROPOSED PATHWAY LOCATION OR WHENEVER THE VERTICAL LOCATION OF THE UNDERGROUND FACILITY IS UNKNOWN, THE PERMITTEE SHALL USE SPECIAL MEASURES TO DETERMINE THE LOCATIONS OF SUCH UNDERGROUND FACILITIES.
 - A. IF THE PERMITTEE IS CONDUCTING THE EXCAVATION BY DIGGING FROM THE SURFACE, WHEN IN A CLOSE PROXIMITY TO THE UNDERGROUND FACILITIES, THE PERMITTEE SHALL USE HAND DIGGING, HYDRO EXCAVATING, AIR EXCAVATING, OR ANY OTHER TECHNIQUES THAT ARE APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND UTILITIES TO LOCATE SUCH FACILITY.
 - B. IF THE PERMITTEE IS CONDUCTING THE EXCAVATION BY TUNNELING OR BORING, THE PERMITTEE SHALL DETERMINE THE VERTICAL LOCATION OF THE UNDERGROUND FACILITY BY POTHOLES OR ANY OTHER METHOD APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND UTILITIES.
6. PROJECT PLANS SHALL DIMENSION NEW FACILITIES BEING INSTALLED. MEASUREMENTS SHALL BE TAKEN FROM EXISTING ADJACENT VISIBLE STRUCTURES (CURBS, POLES, CABINETS, MANHOLES, INLETS, FIRE HYDRANTS, ETC.) CLEARLY IDENTIFYING LOCATION OF SUCH FACILITY. THE CONTRACTOR SHALL VERIFY DIMENSIONS TAKEN FROM CITY OF LINCOLN FILES.
7. UNLESS AGREED TO IN WRITING IN ADVANCE BY THE CITY OF LINCOLN, THE DEPTH OF INSTALLED FACILITIES IN CITY ROW SHALL BE AT A MINIMUM AS FOLLOWS.
 - A. FORTY-TWO (42) INCHES IN SOIL.
 - B. FORTY-TWO (42) INCHES BELOW A PROJECTED SLOPE FROM THE FLOW LINE OF A DITCH AT A THREE (3) HORIZONTAL AND ONE (1) VERTICAL SLOPE.
 - C. FORTY-EIGHT (48) INCHES UNDER A ROADWAY MEASURED FROM THE SURFACE OF SAID ROADWAY TO THE TOP OF THE INSTALLATION.
 - D. FORTY-EIGHT (48) INCHES UNDER A STORM WATER OR CREEK CHANNEL DESIGN BOTTOM OF PIPE, AND
 - E. MAINTAIN A MINIMUM OF TWENTY-FOUR (24) INCHES OF VERTICAL AND HORIZONTAL SPACING FROM EXISTING UTILITIES.
 - F. BE LOCATED AS FAR FROM THE EXISTING OR PROPOSED CURB LINE AS POSSIBLE TO AVOID POTENTIAL FUTURE CONFLICTS.
9. ALL POTHOLES IN SIDEWALK PANELS WILL REQUIRE FULL PANEL REPLACEMENT. IF COLORED, TEXTURED OR PATTERNED CONCRETE IS EXISTING, REPLACEMENT PANELS WILL BE REPLACED TO MATCH AS PRACTICABLE. OWNER MAY BE REQUIRED TO PUT MONEY INTO ESCROW TO COVER ALL REPAIRS PRIOR TO STARTING WORK.
10. CONTRACTOR IS REQUIRED TO CONTACT AND COORDINATE WITH THE CITY TRAFFIC SIGNAL SHOP PRIOR TO PULLING FIBER/CABLES INTO THE CITY'S CONDUIT/DUCT SYSTEM. CITY FIBER IS NOT TO BE DOWN MORE THAN THREE (3) DAYS. CONTRACTOR TO DETERMINE AND RE-TERMINATE ALL FIBER STRANDS WITH SIMILAR CONNECTIONS PER CITY OF LINCOLN STANDARD SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR FIBER AND IT IS RECOMMENDED TO PRE-TEST FIBER. ALL FIBER WILL BE TEST WITH AN OTDR AFTER INSTALLATION.
11. ALL NON-STREET SURFACE MATERIALS THAT ARE DISTURBED BY EXCAVATION AND BACKFILLING OPERATIONS SHALL BE REPLACED AND RESTORED.
12. CITY STREET SURFACE MATERIALS DISTURBED SHALL BE BACKFILLED, TAMPED AND REPAVED BY CITY FORCES OR APPROVED PAVING CONTRACTOR.
13. IF SIDEWALK, WHEEL CHAIR RAMPS OR ANY PORTION OF THE PEDESTRIAN FACILITIES ARE REMOVED OR CLOSED, A PEDESTRIAN DETOUR SHALL BE ESTABLISHED AND MAINTAINED DURING THE TIME OF THE CLOSURE AND THE ENTIRE PEDESTRIAN FACILITY SHALL BE RESTORED WITHIN SEVENTY-TWO (72) HOURS, UNLESS THE CONTRACTOR PROVIDES A HARD SURFACE SURFACE ALTERNATE ROUTE APPROVED BY THE CITY.
14. ALL PEDESTRIAN DETOURS AND ANY RECONSTRUCTION OF PEDESTRIAN FACILITIES SHALL MEET CURRENT AMERICANS WITH DISABILITY ACT (ADA) STANDARDS AND SPECIFICATIONS.
15. ALL PEDESTRIAN DETOURS SHALL BE PART OF AN APPROVED TRAFFIC CONTROL PLAN (TCP).
16. ALL HOLES MADE IN CITY OF LINCOLN PAVEMENTS FOR THE PURPOSE OF PERFORMING VACUUM EXCAVATIONS TO LOCATE UNDERGROUND UTILITIES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION WITH THE REINSTATED CORE FLUSH WITH AND IN THE ORIGINAL ORIENTATION AS THE EXISTING SURFACE MATCHING EXISTING PAVEMENT SURFACE APPEARANCE.
17. WHEN THE CONTRACTOR IS NOT ACTIVELY WORKING; ALL EQUIPMENT, FENCING, DEBRIS, ETC. SHALL NOT BE PLACED WITHIN THE TRIANGULAR AREA REQUIRED FOR SIGHT DISTANCE OF VEHICLES EXITING OR ENTERING AN ADJACENT PROPERTY OR INTERSECTION.
18. ALL EXCAVATIONS SHALL BE ADEQUATELY FENCED AND COVERED WHEN CONTRACTOR IS NOT PRESENT OR PROJECT SITE LEFT UNATTENDED.
19. NO LANE CLOSURES ALLOWED ON ARTERIAL STREETS DURING AM AND PM PEAK HOURS OR FROM NOON THE DAY BEFORE TO NOON THE DAY AFTER A UNIVERSITY OF NEBRASKA HOME FOOTBALL GAME UNLESS APPROVED BY CITY TRAFFIC AND RIGHT OF WAY CONSTRUCTION SECTION(S) STAFF.
20. ALL WORK ZONE TRAFFIC CONTROL, INCLUDING PEDESTRIAN CONTROL MEASURES, SHALL BE IN COMPLIANCE WITH THE MUTCD, ADA, AND THE CITY STANDARD SPECIFICATIONS AND THE LINCOLN TRAFFIC CONTROL GUIDELINES.
21. IF THE UTILITY INSTALLATION DEVIATES FROM THE DESIGN, THE TRAFFIC CONTROL SUPERVISOR (TCS) IS RESPONSIBLE FOR VERIFYING WITH THE CITY OF LINCOLN OR THE ENGINEER THAT (TCP) CHANGES ARE NOT REQUIRED.
22. THE CONTRACTOR'S TRAFFIC CONTROL SUPERVISOR (TCS) REQUIRES A CURRENT CERTIFICATION IN WORK ZONE TRAFFIC CONTROL. THE (TCS) SHALL FOLLOW THE LINCOLN TRAFFIC CONTROL GUIDELINES (LTCG) FOR: CONSTRUCTION, MAINTENANCE OR UTILITY ACTIVITIES VEHICLES AND PEDESTRIANS CURRENT EDITION.
23. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED OWNERS OF ADJACENT PROPERTIES A MINIMUM OF FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING OF CONSTRUCTION AND PROVIDE UPDATES TO THE AFFECTED OWNERS WHEN CONSTRUCTION PHASES CHANGE THAT AFFECT THE AREAS OF WORK ASSOCIATED WITH THE PERMIT.
24. THE CONTRACTOR SHALL MAINTAIN A SET OF "AS BUILT" PLANS ON SITE WITH DIMENSIONING. THESE PLANS SHALL BE PRESENTED UPON REQUEST TO ANY CITY OF LINCOLN REPRESENTATIVE.
25. FINAL "AS BUILT" PLANS SHALL BE FILED WITH THE CITY WITHIN 30 DAYS OF THE COMPLETION OF THE PROJECT.
26. THE CONTRACTOR SHALL FOLLOW CONSTRUCTION STANDARDS PERTAINING TO LATERAL CORRIDOR FACILITY PLACEMENT AND MINIMUM DEPTH REQUIREMENTS AND CLEARANCE REQUIREMENTS OF OTHER FACILITIES.
27. A CURRENT CITY RIGHT OF WAY CONSTRUCTION PERMIT SHALL BE MAINTAINED ON EACH WORK SITE BY THE CONTRACTOR. THE CONTRACTOR SHALL PRESENT SUCH PERMIT UPON REQUEST TO ANY CITY OF LINCOLN REPRESENTATIVE.
28. ANY FIELD ADJUSTMENTS TO INSTALLATION OF FACILITIES, WHICH VARY FROM THE PLANS THAT HAVE BEEN SUBMITTED AND APPROVED DURING THE PERMIT APPLICATION PROCESS, SHALL COMPLY WITH THE FOLLOWING:
 - A. THE CONTRACTOR MUST STOP WORK IMMEDIATELY AND CONTACT THE FACILITY OWNER.
 - B. THE FACILITY OWNER'S REPRESENTATIVE SHALL CONTACT THE CITY OF LINCOLN RIGHT-OF-WAY CONSTRUCTION INSPECTOR AND PROVIDE HIM WITH THE DETAILS OF THE PROPOSED CHANGES.
 - C. THE ROW INSPECTOR WILL MAKE A DETERMINATION ON HOW TO PROCEED. THIS DETERMINATION MAY RANGE FROM APPROVAL OVER THE PHONE OR VIA EMAIL TO DELAYING THE PROJECT UNTIL PLANS CAN BE UPDATED AND APPROPRIATE REVIEW CAN BE CONDUCTED.

SPECIAL NOTES

1. INSTALLATION SHALL ADHERE TO REQUIREMENTS OUTLINED IN THE CITY'S TELECOMMUNICATIONS DESIGN AND CONSTRUCTION STANDARDS.
2. ALL CONDUIT SHALL BE BORED UNLESS SPECIFIED OTHERWISE.

LANCASTER COUNTY PROJECT NOTES

1. UNLESS AGREED TO IN WRITING IN ADVANCE BY THE OWNER, THE DEPTH OF INSTALLED FACILITIES SHALL BE, AT A MINIMUM, AS FOLLOWS:
 - A. FOR UTILITY INSTALLATION PARALLEL TO THE ROADWAY, THE MINIMUM DEPTH OF BURIAL WILL BE (42) INCHES ((48) IN ROAD DITCHES) MEASURED FROM THE GROUND SURFACE TO THE TOP OF THE UTILITY, EXCEPT AS NOTED IN "C" BELOW.
 - B. FOR UTILITY INSTALLATION TRANSVERSE TO THE ROADWAY THE MINIMUM DEPTH OF BURIAL WILL BE (48) INCHES MEASURED FROM THE GROUND SURFACE TO THE TOP OF THE UTILITY, EXCEPT AS NOTED IN "C" BELOW.
 - C. THE MINIMUM DEPTH OF BURIAL BENEATH DRAINAGE STRUCTURES, WATERWAYS, CREEK CHANNELS, OR CULVERTS WITHIN (5) FEET OF THE UTILITY ROUTE WILL BE (72) INCHES, MEASURED FROM THE FLOW LINE OF THE DRAINAGE STRUCTURE, WATERWAY, OR CREEK CHANNEL (WHICHEVER IS LOWER), TO THE TOP OF THE UTILITY.
 - D. NO UTILITY WILL BE BURIED DIRECTLY ABOVE A DRAINAGE STRUCTURE, REGARDLESS OF BURIAL DEPTH.
 - E. ALL CROSSINGS WITH EXISTING UTILITIES WILL BE SEPARATED BY A MINIMUM OF (24) INCHES, BOTH HORIZONTALLY AND VERTICALLY.
 - F. ALL PAVED ROAD AND PAVED DRIVEWAY CROSSINGS WILL BE DRY-BORED.



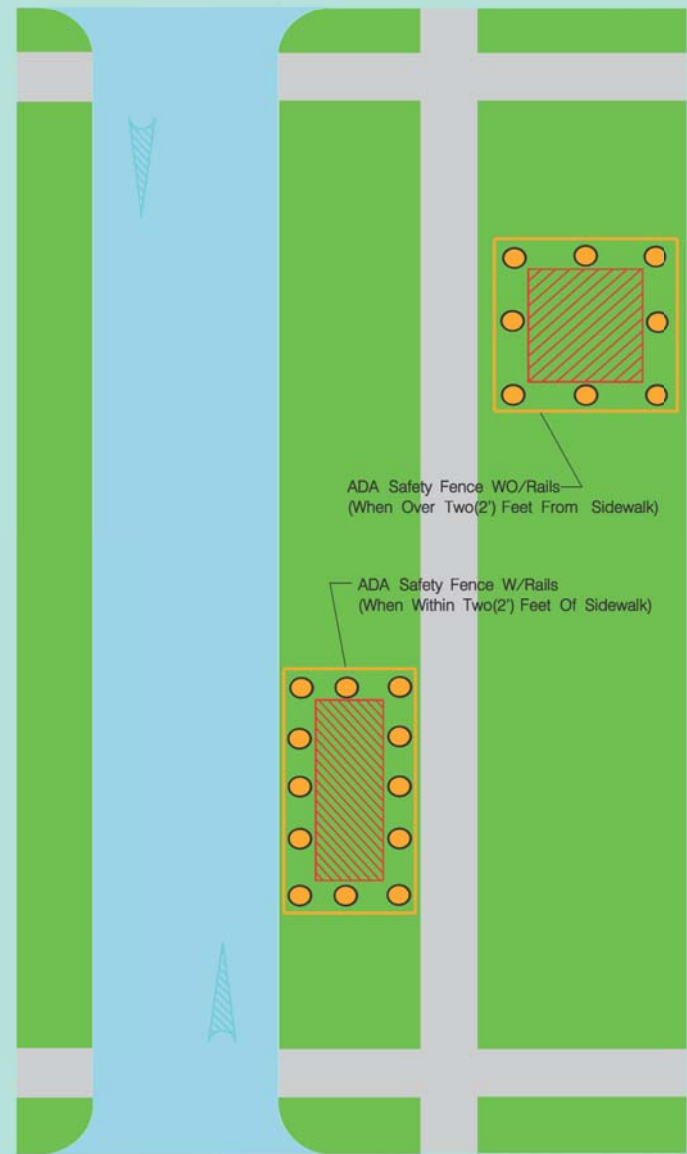
GENERAL NOTES

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14

WORK IN THE PEDESTRIAN AREAS

Protection of Excavations & Hazards not in roadways or sidewalks



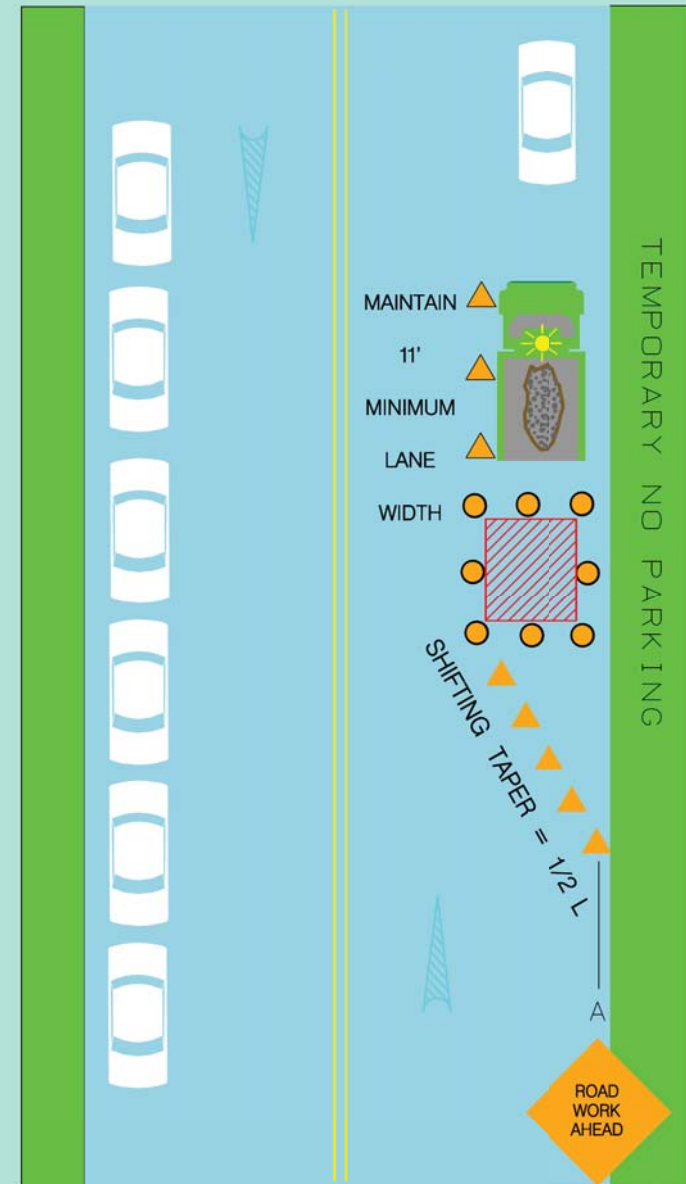
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MOBILE OPERATION ON ROADWAY



21

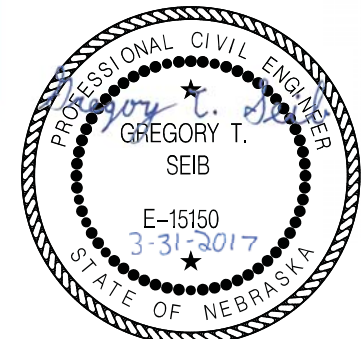
CONSTRUCTION IN PARKING LANE

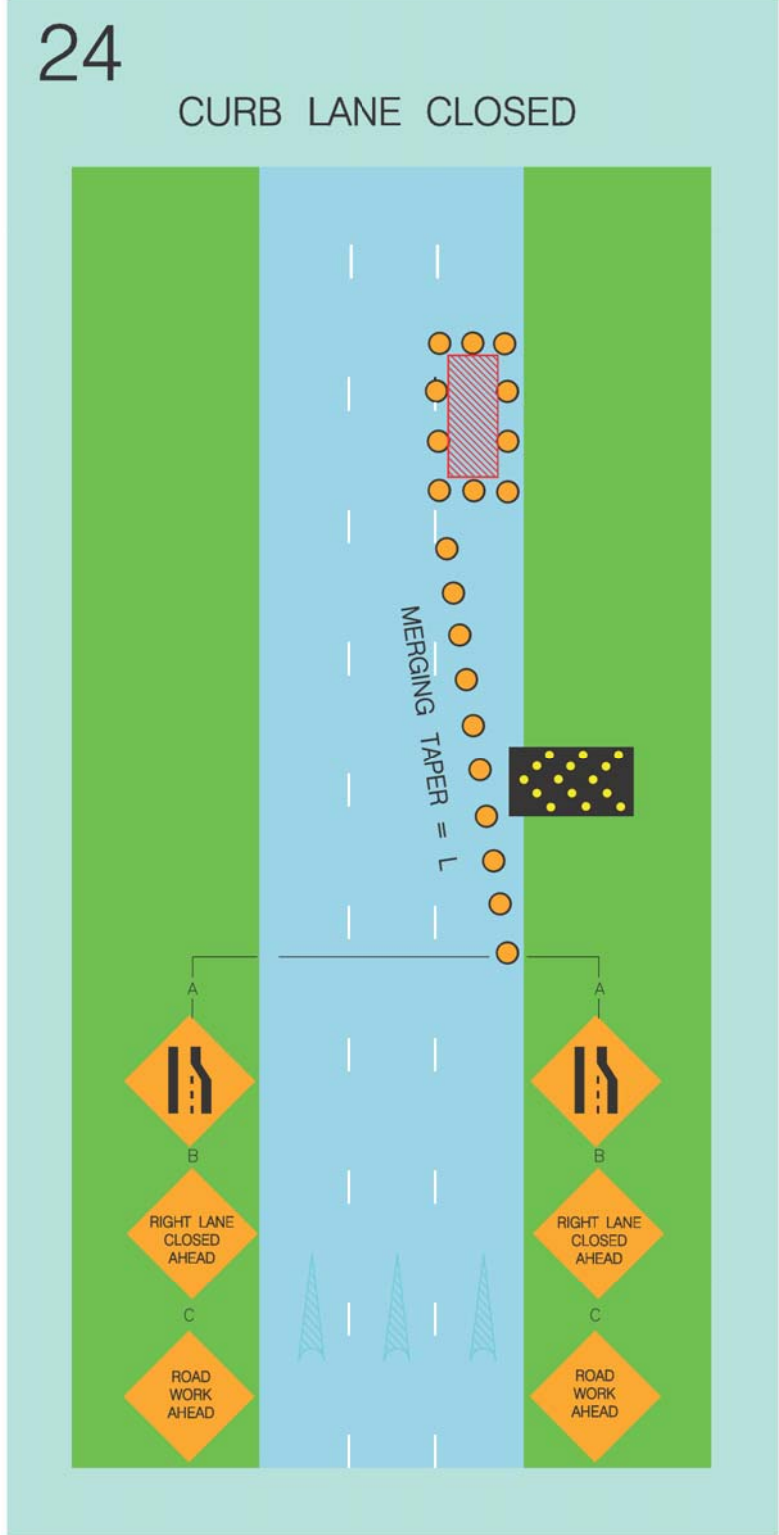
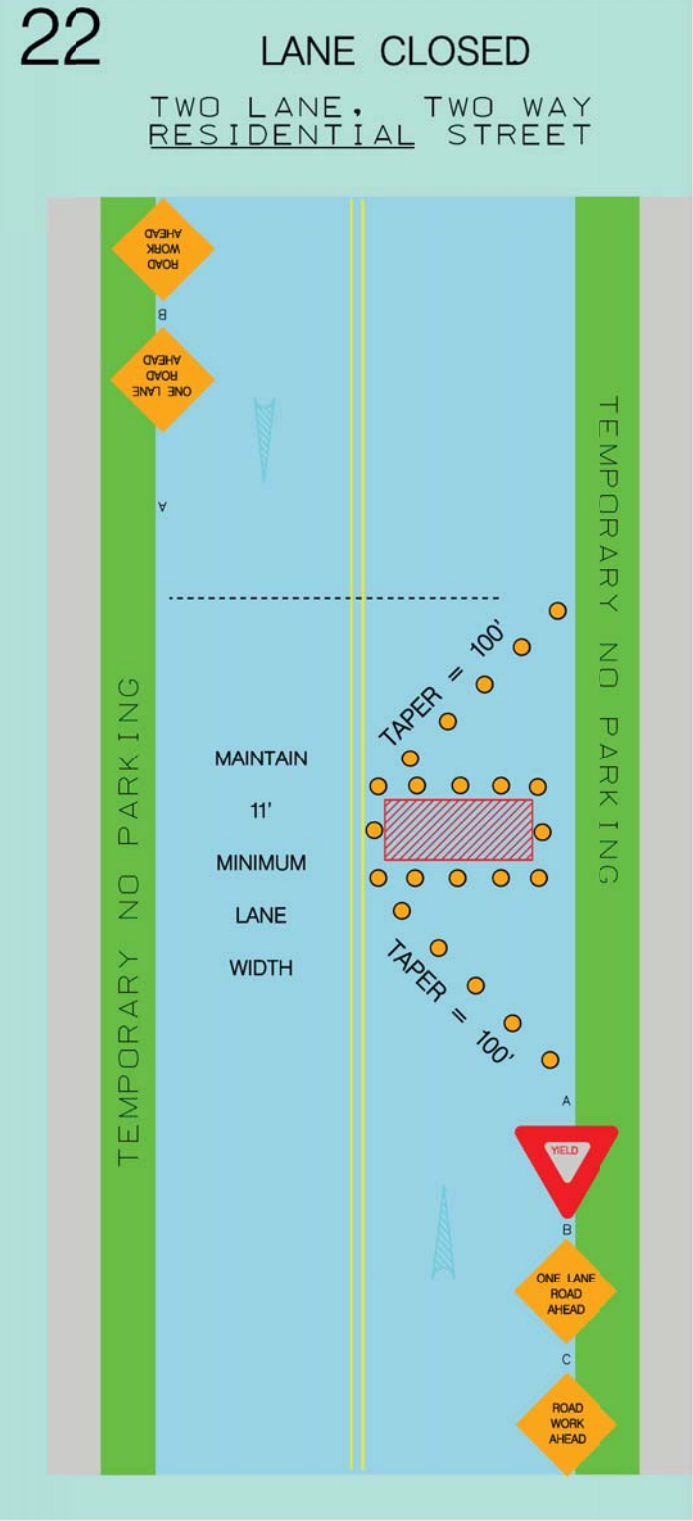


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TRAFFIC CONTROL PLAN (TCP) NOTES

1. OLSSON DOES NOT ASSUME THE ROLE OF TRAFFIC CONTROL SUPERVISOR (TCS).





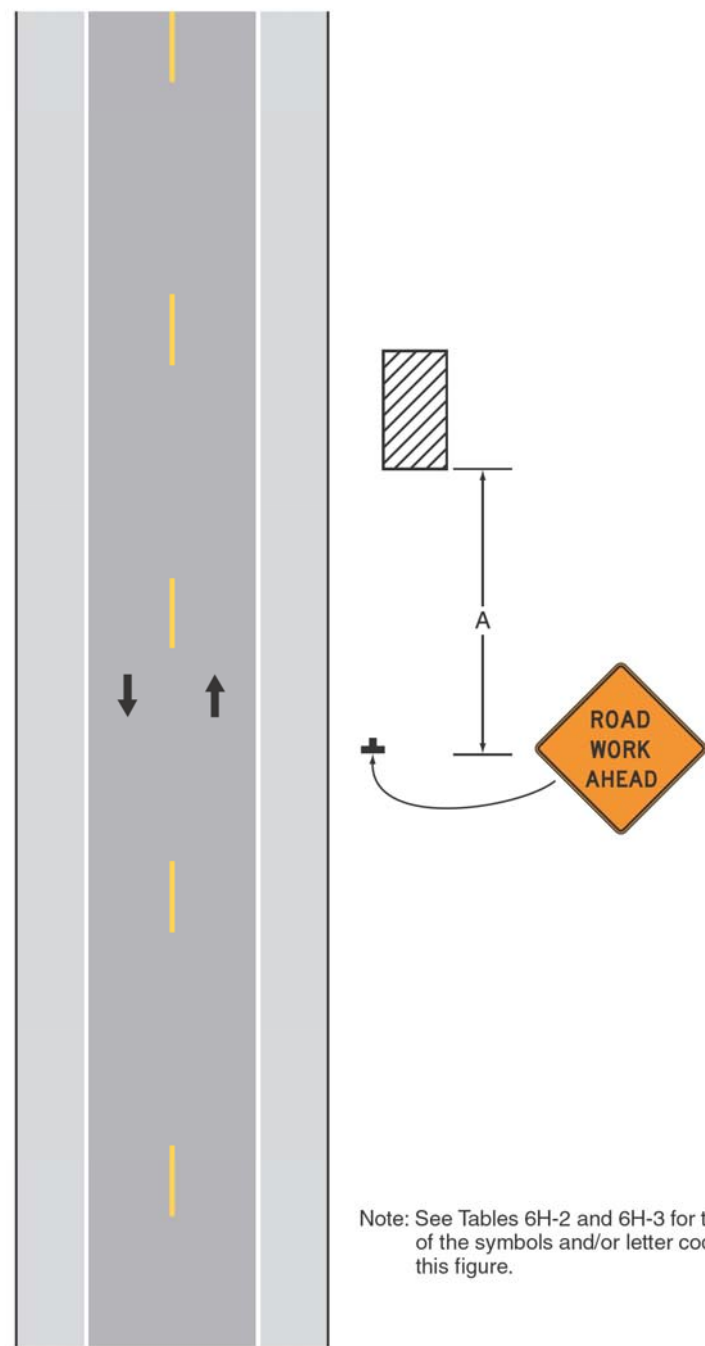
TRAFFIC CONTROL PLAN (TCP) NOTES

1. OLSSON DOES NOT ASSUME THE ROLE OF TRAFFIC CONTROL SUPERVISOR (TCS).



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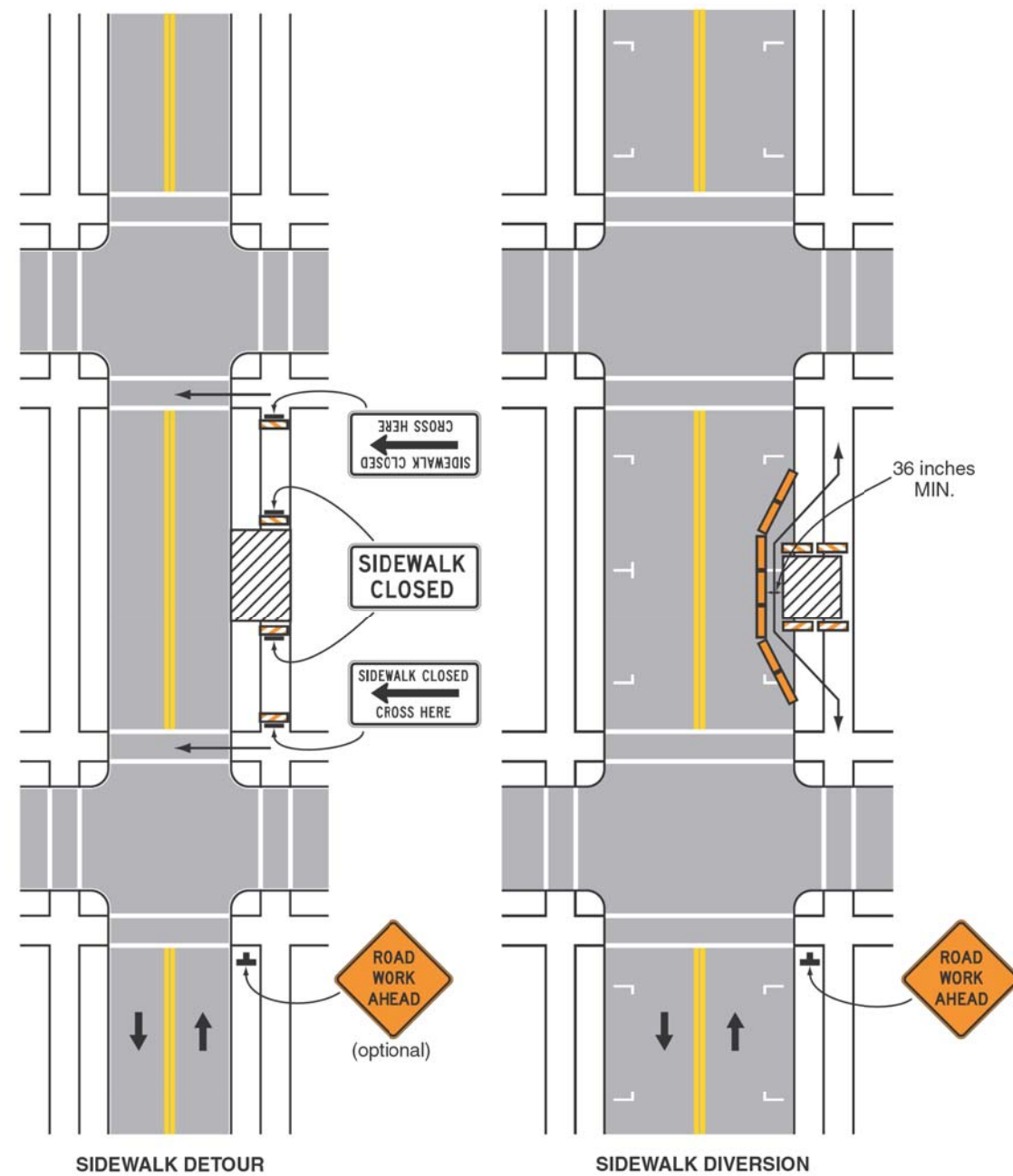
Figure 6H-1. Work Beyond the Shoulder (TA-1)



Typical Application 1

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



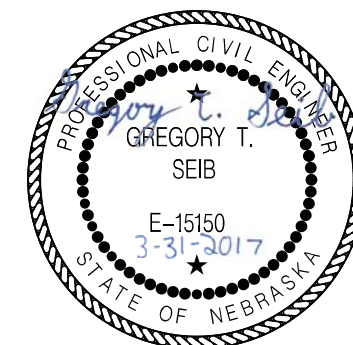
SIDEWALK DETOUR

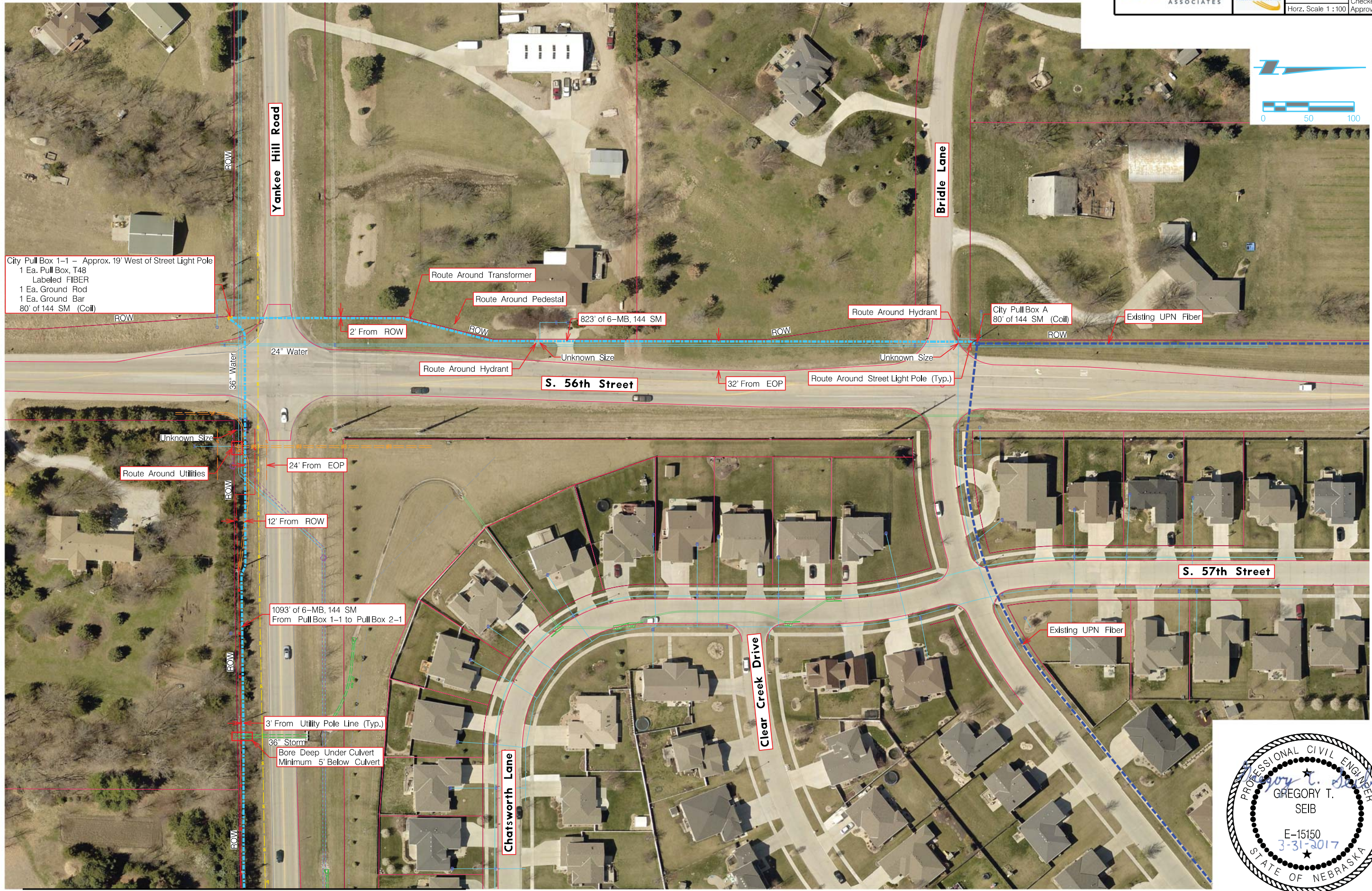
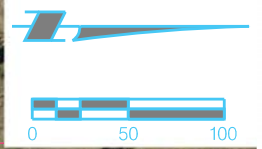
SIDEWALK DIVERSION

Typical Application 28

TRAFFIC CONTROL PLAN (TCP) NOTES

1. OLSSON DOES NOT ASSUME THE ROLE OF TRAFFIC CONTROL SUPERVISOR (TCS).





City Pull Box 1-1 - Approx. 19' West of Street Light Pole
 1 Ea. Pull Box, T48
 Labeled FIBER
 1 Ea. Ground Rod
 1 Ea. Ground Bar
 80' of 144 SM (Coil)

City Pull Box A
 80' of 144 SM (Coil)

1093' of 6-MB, 144 SM
 From Pull Box 1-1 to Pull Box 2-1

36" Storm
 Bore Deep Under Culvert
 Minimum 5' Below Culvert



MATCH LINE SHEET F.2

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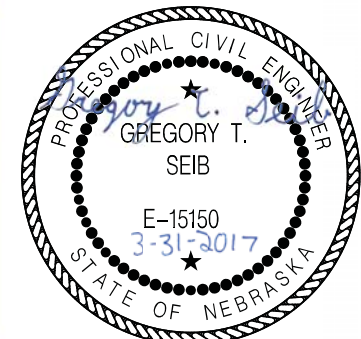
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MATCH LINE SHEET F.3

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City Pull Box 2-1 – Adjacent to Utility Pole
 1 Ea. Pull Box, T48
 Labeled FIBER
 1 Ea. Ground Rod
 1 Ea. Ground Bar
 80' of 144 SM (Coil)

1667' of 6-MB, 144 SM
 From Pull Box 2-1 to Pull Box 3-1

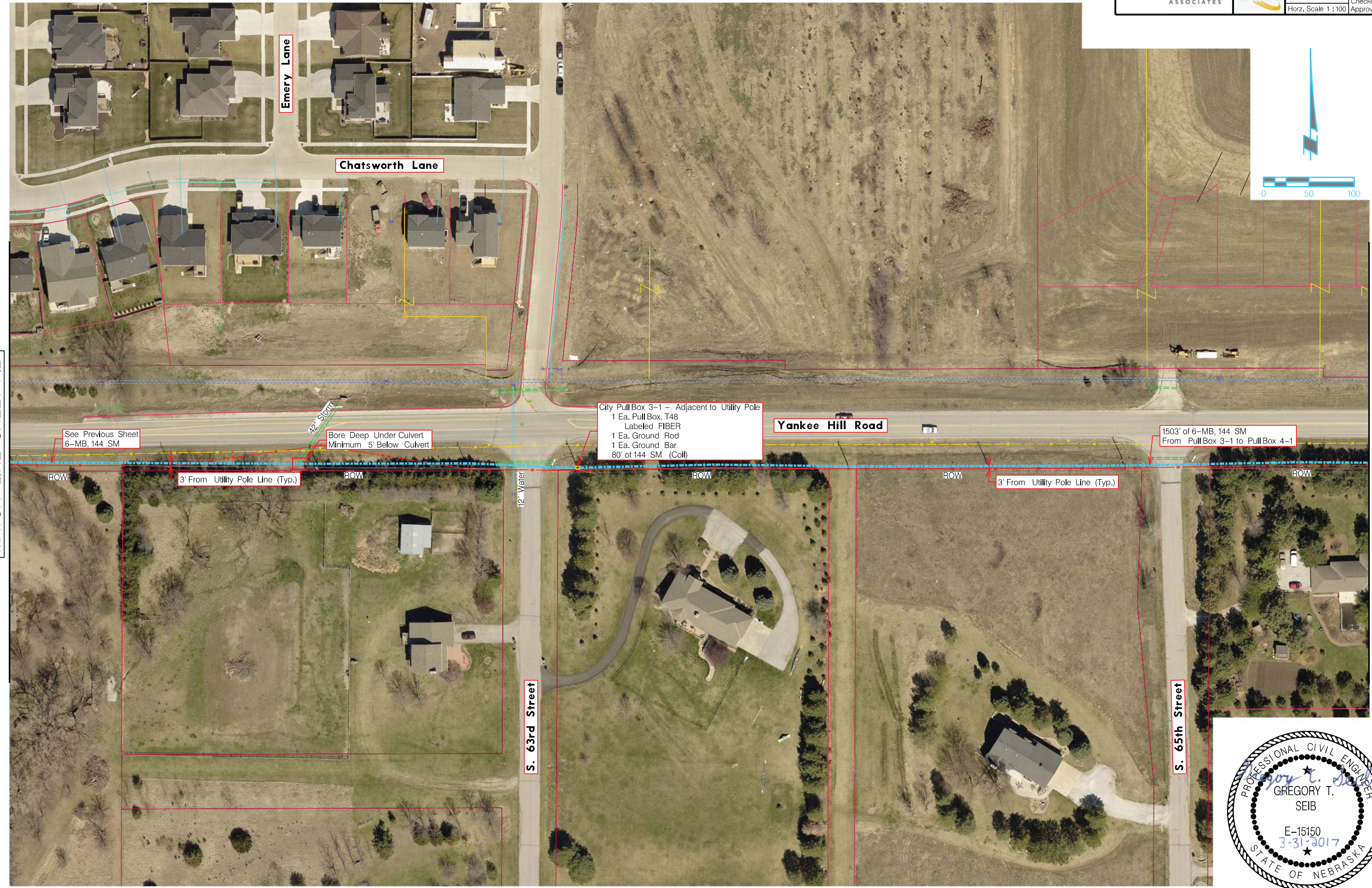


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MATCH LINE SHEET F.2

MATCH LINE SHEET F.4



See Previous Sheet
6-MB, 144 SM

Bore Deep Under Culvert
Minimum 5' Below Culvert

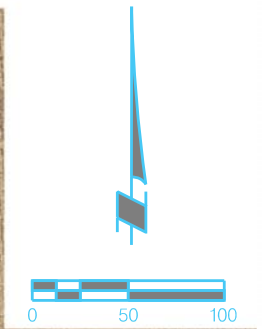
City Pull Box 3-1 - Adjacent to Utility Pole
1 Ea. Pull Box, T48
Labeled FIBER
1 Ea. Ground Rod
1 Ea. Ground Bar
80' of 144 SM (Coll)

1503' of 6-MB, 144 SM
From Pull Box 3-1 to Pull Box 4-1

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FIBER DESIGN



MATCH LINE SHEET F.3

MATCH LINE SHEET F.5



See Previous Sheet
6-MB, 144 SM

Yankee Hill Road

3' From Utility Pole Line (Typ.)

City Pull Box 4-1 - Adjacent to Utility Pole
1 Ea. Pull Box, T48
Labeled FIBER
1 Ea. Ground Rod
1 Ea. Ground Bar
80' of 144 SM (Coil)

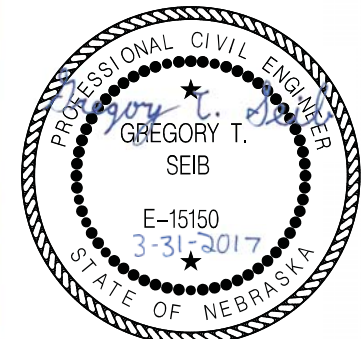
3' From Utility Pole Line (Typ.)

1106' of 6-MB, 144 SM
From Pull Box 4-1 to City Pull Box B

Route Around Pedestal

Route Around Pedestal

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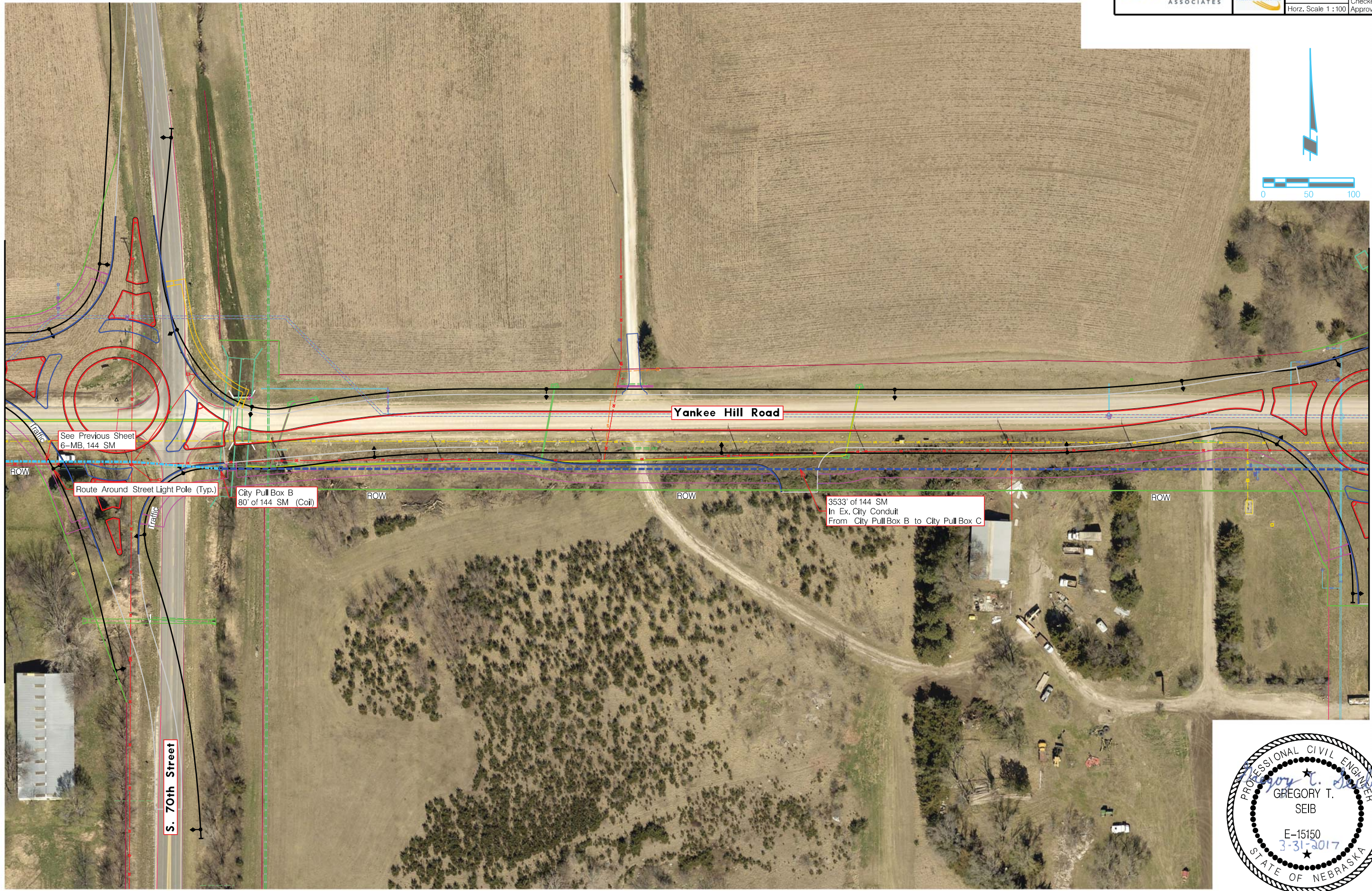


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MATCH LINE SHEET F.4

MATCH LINE SHEET F.6



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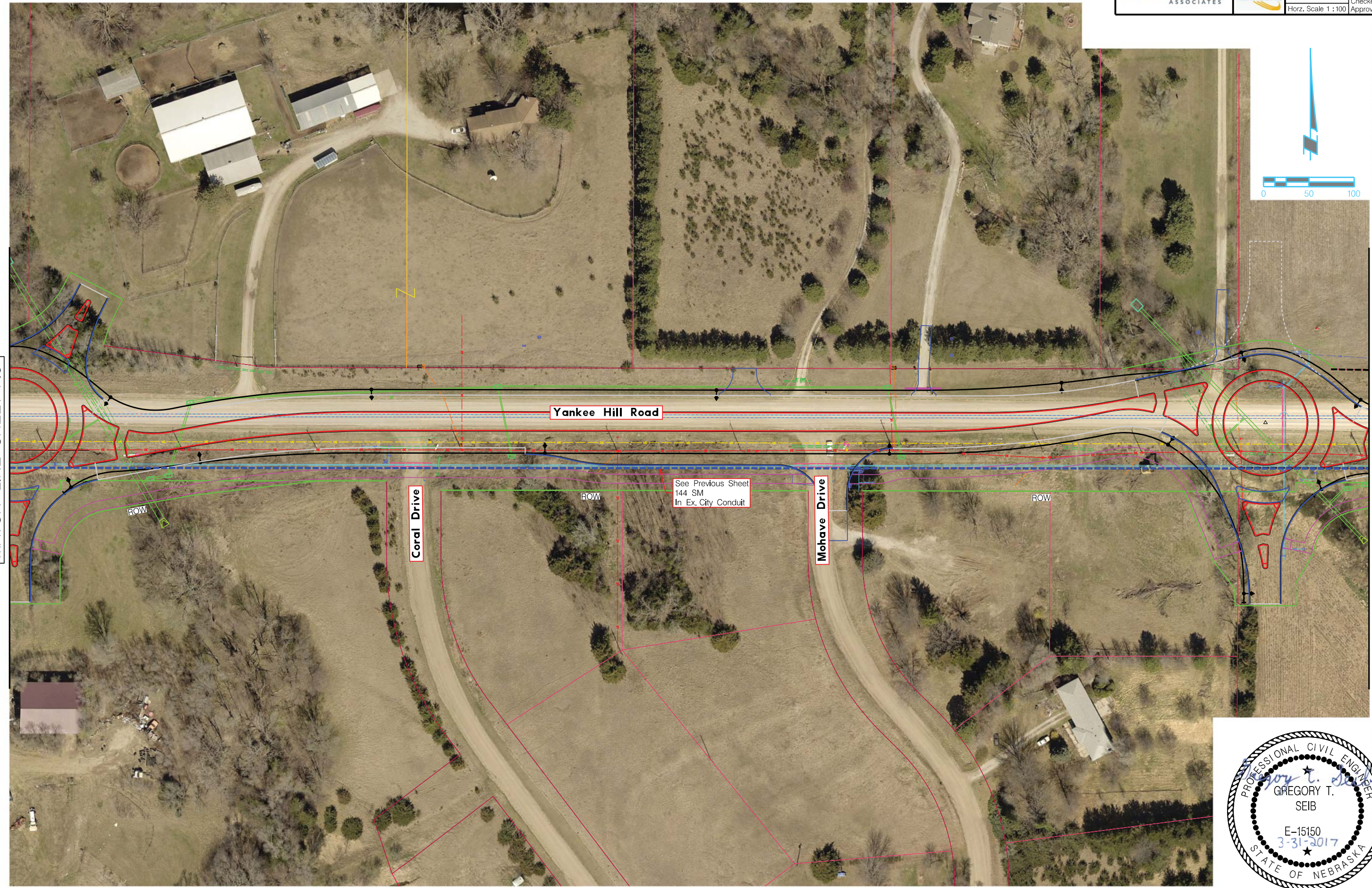


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MATCH LINE SHEET F.5

MATCH LINE SHEET F.7



Yankee Hill Road

Coral Drive

Mohave Drive

See Previous Sheet
144 SM
In Ex. City Conduit

ROW

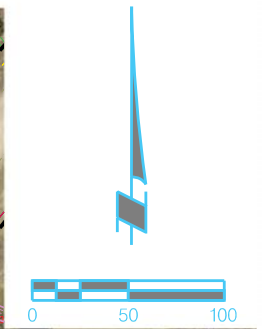
ROW

ROW



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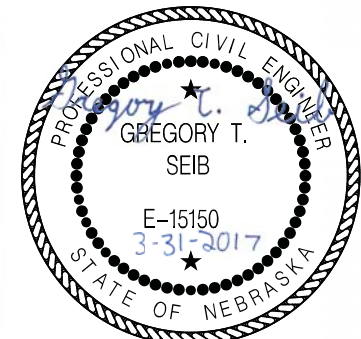


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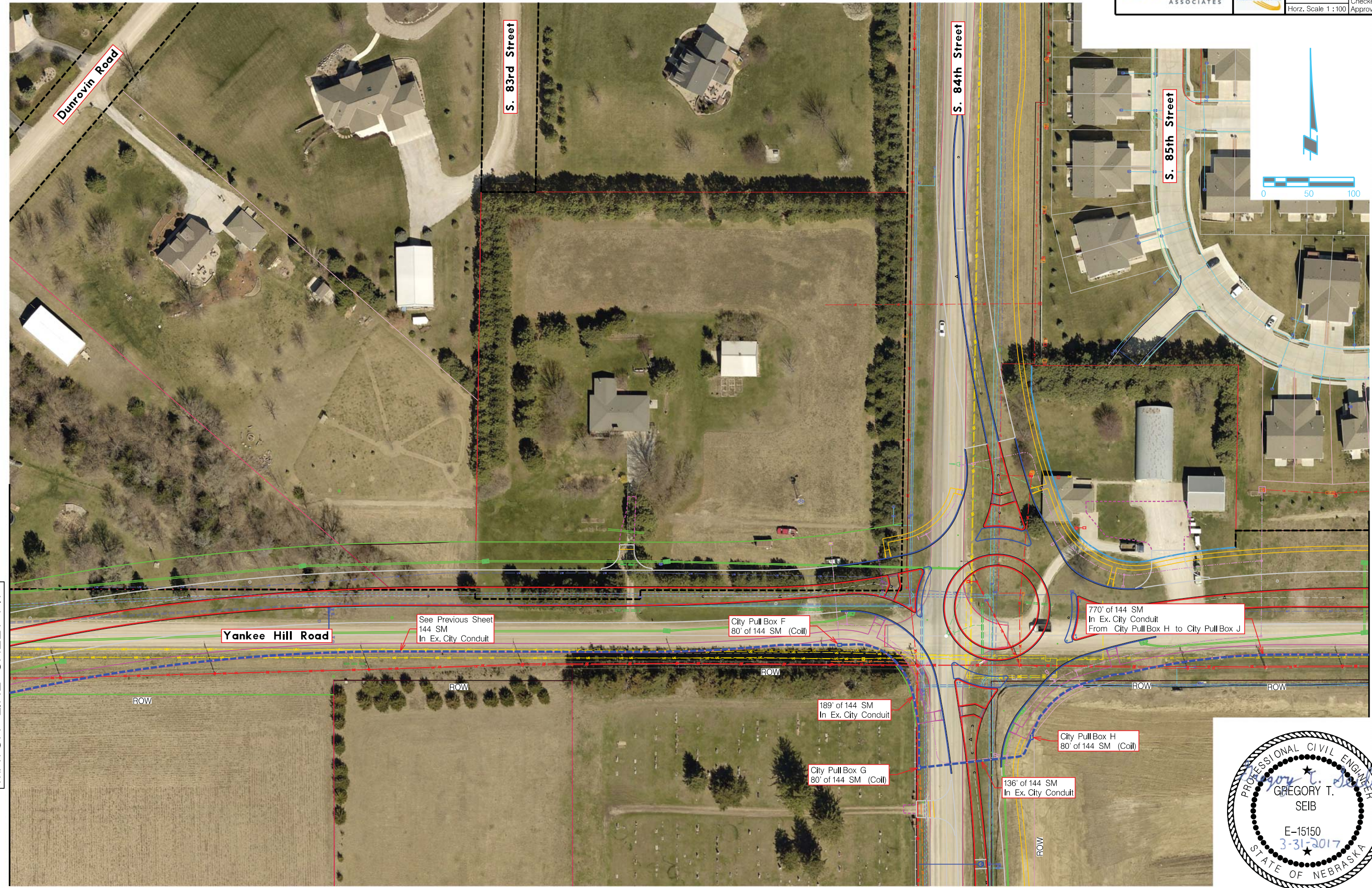
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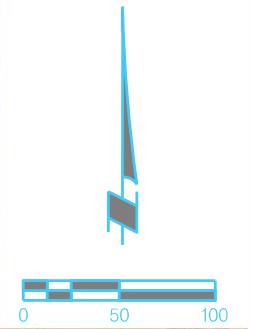
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MATCH LINE SHEET F.9

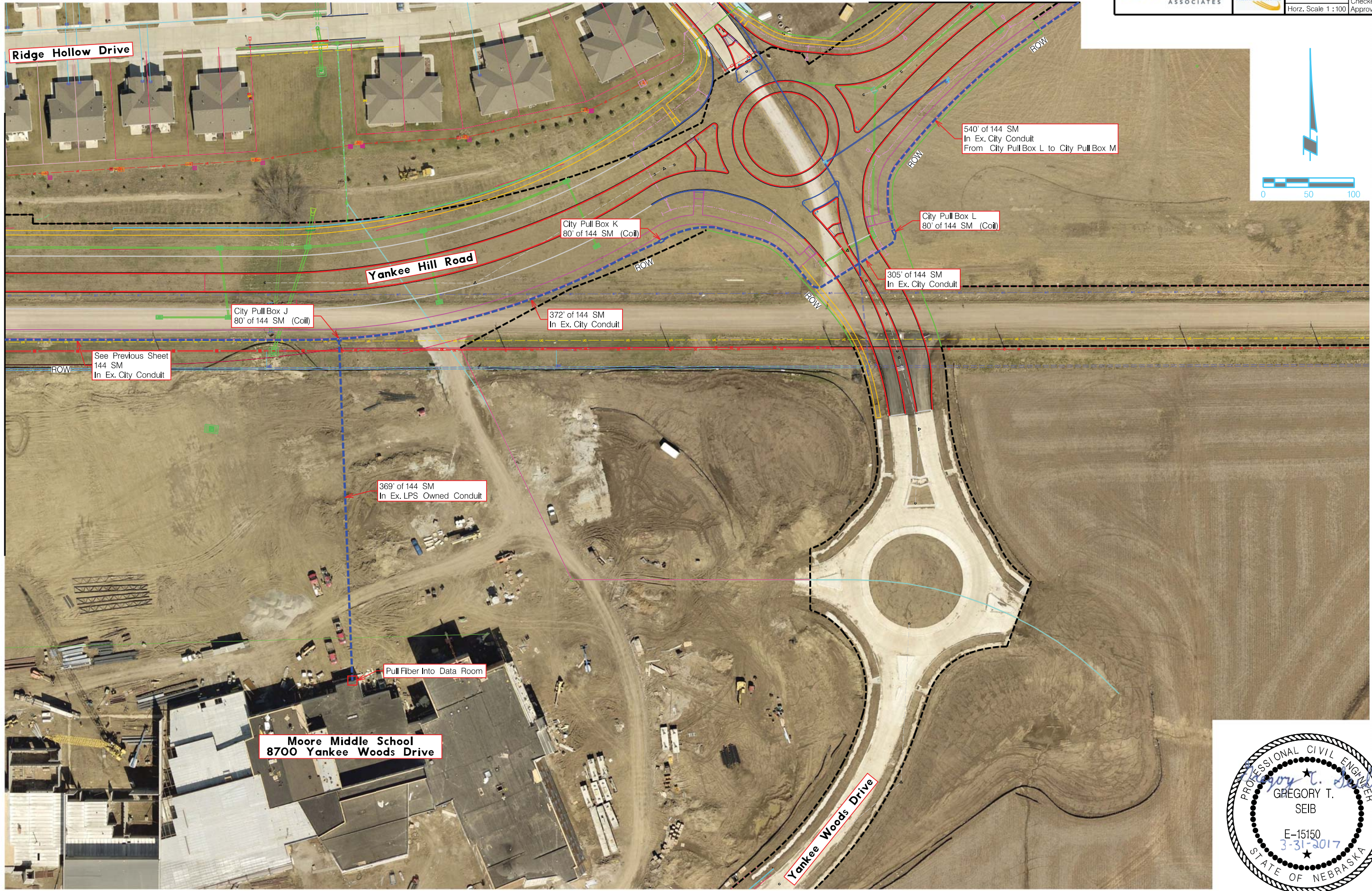
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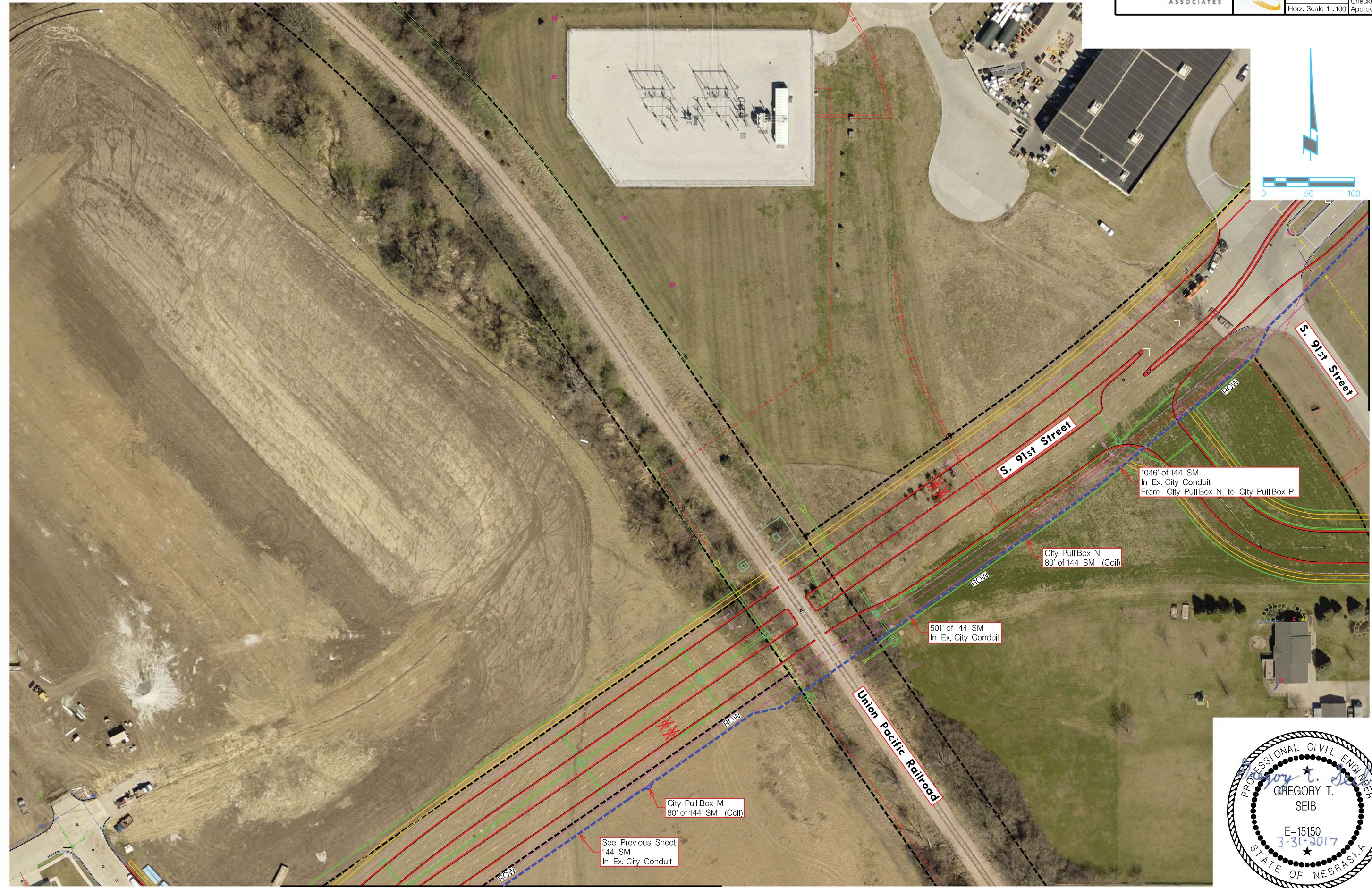
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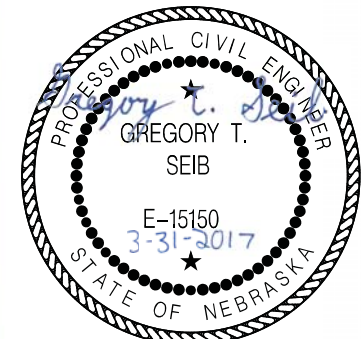


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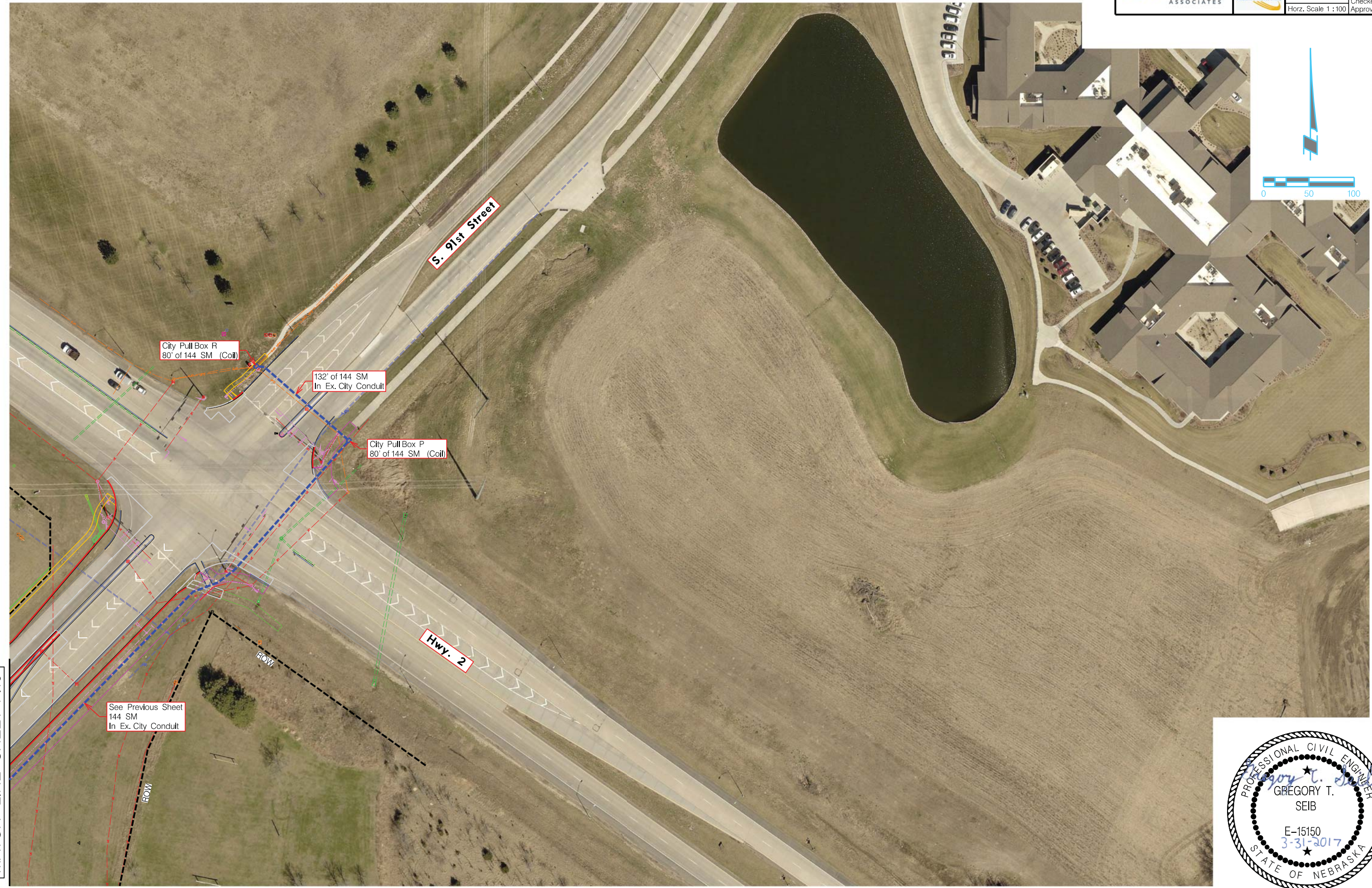
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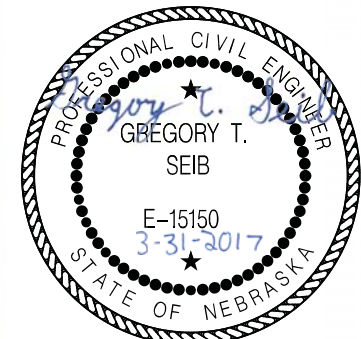
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