Received Date

| $\frac{8 / 03 / 2017}{\text { Application Date }}$ |
| :--- |
| $08 / 03 / 2017$ |

LANCASTER COUNTY 555 SOUTH $10^{\text {TH }}$ STREET LINCOLN, NE 68508

Application to Construct Utilities On County property

Utility Permit No. 1578
Project or Wo No. C-17-0637
Contract No.
County Rep. AGO

Application is hereby made to LANCASTER COUNTY by:
Name: Randy Kreifels
Company Name: Black Hills Energy
Address: P.O. Box 83008
Lincoln, NE 68501-3008

Phone: 402-858-3571
E-Mail: randy.kreifels@blackhillscorp.com

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

## LEGAL DESCRIPTION:

T11N, R8E, Section 21, Lancaster County.
On 148th Street from McKelvie Road to 1,635 ' north of Alvo Road

UTILITY TO BE CONSTRUCTED

| TYPE |
| :--- |
| Natural Gas |

DESCRIPTION
4" yellow plastic
$\qquad$
$\qquad$

## ANNOTATION <br> Medium Density Polyethylene

$\qquad$
$\qquad$

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 |
| :---: | :---: | :---: | :---: | :---: |
| Plow | $4 "$ | top of front slope | 48" | west side of 148th st. |
| Continuous Bore | 4" | Directional Bore | 48" | minimum depth |
| Continuous Bore | 4" | Directional Bore | $72^{\prime \prime}$ | below drainage |
| Other Contac | b Jacobs at 402 | 441-7797 48 hours prio | any constru | in County Right-of-way. |

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

| Infrasource |  | 2311 Green Road, Ste. D, Ann Arbor, MI 48105 <br> General Excavating |
| :--- | :--- | :--- |
|  |  |  |

## 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 $42^{\prime \prime}$ ( $48^{\prime \prime}$ 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 $72^{\prime \prime}$, 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 $24^{\prime \prime}$, 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 opencut 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" \{R11-2) 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 $\qquad$ 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 Natural Gas Utility $\qquad$ in accordance with the permit requirements and the provisions included as a part of this permit.

COMPANY: Black Hills Energy

DATE: August 3, 2017
signed by: Randy Kreifels


## EXECUTION BY LANCASTER COUNTY

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

APPROVED and dated this $\qquad$ day of $\qquad$ by the Lancaster County Board of Commissioners.

LANCASTER COUNTY BOARD OF COMMISSIONERS

Chairperson

APPROVED as to form
this $\qquad$ day of $\qquad$

Deputy County Attorney

REVIEWED this 09 day of August 2017

Digitally signed by James J.
James J. Shotkoski shooksoski Date: 2017.08.09 11:07:45-05'00'
Lancaster County Engineering Representative

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

## COMPANY:

DATE: $\qquad$

SIGNED BY: $\qquad$


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

## (TO BE FILLED IN BY COUNTY PERSONNEL)

Encasement Requirements:
N/A
4" MDPE as stated on permit.

## Barricade, Signing and Flagging Requirements:

Comply with all requirements of Section \#12 and \#13 of the Utility Permit Requirements.
Contractor to remove all equipment from right-of-way during non-construction hours

## Methods of Installation:

Plow along N148th Street from McKelvie Road to 1,635' north of Alvo Road.
Bore 72" under all culverts, and structures within 5' of utility run.

## Minimum Cover Provided in Road Ditches:

Comply with Section \#1 of the Utility Permit Requirements

## Other Requirements:

Comply with Section \#2 of the Utility Permit Requirements: The Contractor is required to have a copy of the permit in-hand at all times while construction is in progress.

Comply with Section \#4 of the Utility Permit Requirements: Contractor to contact Lancaster County Maintenance Superintendent Bob Jacobs (402) 441-7797 within 48-hours prior to beginning construction in the County Right-of-Way.

## Additional Comments:

Comply with ALL Sections of the Utility Permit Requirements
${ }^{* * * U t i l i t y ~ O w n e r s ~ r e s p o n s i b i l i t y ~ t o ~ n o t i f y ~ L a n c a s t e r ~ C o u n t y ~ u p o n ~ c o m p l e t i o n ~ o f ~ p e r m i t t e d ~ w o r k . * * * ~}$

# 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.

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 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 <br> INSPRO Insurance <br> P.O. Box 6847 <br> Lincoln, NE 68506 <br> 402 483-4500 | COMTACT Cheryl York |  |
| :---: | :---: | :---: |
|  | $\begin{aligned} & \text { PHONE } \\ & \text { (AIC, No, Ext): } 402-483-4500 \\ & \hline \end{aligned}$ | ${ }_{\text {FAX }}^{\text {(AIC, }}$, No): 402-483-7977 |
|  |  |  |
|  | InSURER(S) AFFORDING COVERAGE |  |
|  | Insurer a : Employers Mutual Insurance |  |
| General Excavating Company 6701 Cornhusker Hwy Lincoln, NE 68507 | insurer b : Westchester Surplus Lines Ins C |  |
|  | InSURER C: |  |
|  | INSURER D : |  |
|  | InSURERE: |  |
|  | INSURERF: |  |

COVERAGES
CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| $\begin{array}{\|l\|} \hline \text { INSR } \\ \text { LTR } \\ \hline \end{array}$ | TYPE OF INSURANCE |  |  |  | $\begin{array}{\|l\|} \hline \text { ADDL } \\ \text { INSR } \\ \hline \end{array}$ | $\begin{aligned} & \text { LSUBR } \\ & \text { WVD } \end{aligned}$ | POLICY NUMBER | (MOLICY EEFF | (MOLDCY EXP |  | LIMIT |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| A | X | COMMERCIAL GENERAL LIABILITY |  |  | X |  | 1D44774 | 07/01/2017 | 07/01/2018 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) |  | \$1,000,000 |
|  |  | CLAIMS-MADE $\qquad$ OCCUR <br> PD Ded: |  |  |  |  |  |  |  |  |  | \$100,000 |
|  | X |  |  |  | MED EXP (Any one person) |  |  |  |  | \$5,000 |
|  |  |  |  |  | PERSONAL \& ADV INJURY |  |  |  |  | \$1,000,000 |
|  | GEN'L AGGREGATE LIMIT APPLIES PER: |  |  |  |  |  |  |  |  | GENERAL AGGREGATE |  | \$2,000,000 |
|  |  | $\begin{aligned} & \text { POLICY } \quad \mathbf{X} \text { JRO- } \begin{array}{l} \text { PRO- } \\ \text { OTHER: } \end{array} \end{aligned}$ |  |  |  |  |  |  |  | PRODUCTS - COMP/OP AGG |  | \$2,000,000 |
|  |  |  |  |  |  |  |  |  |  |  | \$ |
| A | AUTOMOBILE LIABILITY |  |  |  |  |  |  | 1E44774 | 07/01/2017 | 07/01/2018 | $\begin{aligned} & \text { COMBINED SINGLE LIMIT } \\ & \text { (Ea accident) } \end{aligned}$ |  | \$1,000,000 |
|  | X | ANY AUTO <br> ALL OWNED AUTOS <br> HIRED AUTOS | SCHEDULEDAUTOSNON-OWNEDAUTOS |  |  |  |  |  |  |  | BODILY INJURY (Per person) |  | \$ |
|  |  |  |  |  |  |  | BODILY INJURY (Per accident) |  |  |  | \$ |
|  |  |  |  |  |  |  | PROPERTY DAMAGE (Per accident) |  |  |  | \$ |
|  |  |  |  |  |  |  |  |  |  |  |  | \$ |
| A | X | UMBRELLA LIAB exCess LIAB | X | OCCUR <br> CLAIMS-MADE <br> 10000 |  |  |  |  | 1 J 44774 | 07/01/2017 | 07/01/2018 | EACH OCCURRENCE |  | \$10,000,000 |
|  |  |  |  |  |  |  | AGGREGATE |  |  |  |  | \$10,000,000 |
|  |  | DED ${ }^{\mathbf{X}}$ ( RETE | ENTION \$ 1 |  |  |  |  |  |  |  |  |  | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <br> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <br> (Mandatory in NH) <br> If yes, describe under <br> DESCRIPTION OF OPERATIONS below |  |  |  | $N / A$ |  | 2H07611 | 07/01/2017 | 07/01/2018 |  |  |  |
|  |  |  |  |  |  | E.L. |  |  |  | EACH ACCIDENT | \$500,000 |
|  |  |  |  |  |  | E.L. |  |  |  | DISEASE - EA EMPLOYEE | \$500,000 |
|  |  |  |  |  |  | E.L. |  |  |  | DISEASE - POLICY LIMIT | \$500,000 |
| B | Pollution Liab |  |  |  |  |  |  | G27082580005 | 07/01/2017 | 07/01/2018 |  | ,000,000 |  |

DESCRIPTION OF OPERATIONS I LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lancaster County Nebraska is listed as additional insured - CG2012-04/2013.

## CERTIFICATE HOLDER

Lancaster County Nebraska
444 Cherrycreek Rd, BIdg C
Lincoln, NE 68528

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE
d. Mifbd
© 1988-2014 ACORD CORPORATION. All rights reserved.

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# 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:<br>Lancaster County Nebraska

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:
3. Required by the contract or agreement; or
4. 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.

CERTIFICATE OF LIABILITY INSURANCE
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 LOCKTON COMPANIES <br>  5847 SAN FELIPE, SUITE 320 <br>  HOUSTON TX 77057 <br>  $866-260-3538$ |  | CONTACT |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | PHONNE  <br> (A/C, No, Ext): FAX |  |  |
|  |  | E-MAIL |  |  |
|  |  | INSURER(S) AFFORDING COVERAGE |  | NAIC \# |
|  |  | insurer a : Old Republic Insurance Company |  | 24147 |
| INSURED INFRASOURCE CONSTRUCTION, LLC <br> 1382508 A QUANTA SERVICES COMPANY <br>  6301 JAMES A REED ROAD <br>  KANSAS CITY MO 64133 |  | InSURER B : ACE Property \& Casualty Insurance Co |  | 20699 |
|  |  | InSURER C : See attached |  |  |
|  |  | INSURER D: |  |  |
|  |  | INSURERE: |  |  |
|  |  | INSURERF: |  |  |

COVERAGES CERTIFICATE NUMBER: 14713313
REVISION NUMBER: XXXXXXX
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


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured in favor of Lancaster County (on all policies except Workers' Comp/EL) where and to the extent required by written contract. The Insurance afforded to the Additional Insured as described in this Certificate of Insurance for work performed by the Named Insured is primary and non-contributory to any similar coverage maintained by the Additional Insured where and to the extent required by contract. 30 days notice of cancellation is included on the policies.

## CERTIFICATE HOLDER

14713313
Lancaster County
444 Cherrycreek Rd.
Lincoln NE 68528

CANCELLATION See Attachments

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


## Builders Risk / Contractors Equipment / Real \& Personal Property Policy No. B0180ME1504780 Insurer: $\quad 50 \%$ Swiss Re International SE / 50\% Lloyds Syndicate Chubb 1882 through R.K. Harrison Policy Term: May 1, 2017 to May 1, 2018 <br> SECTION I-BUILDERS RISK:

| Limits/Sub Limits: |  |
| :--- | ---: |
| $\$$ | $75,000,000$ |
| $\$$ | $10,000,000$ |
| $\$$ | $25,000,000$ |
| $\$$ | $10,000,000$ |
| $\$$ | $10,000,000$ |
| $\$$ | $25,000,000$ |
| $\$$ | $2,500,000$ |

Any One Occurrence for any Insured Project
Any One Occurrence as respects Covered Property in Temporary Offsite locations
Any One Occurrence as respects Horizontal Directional Drilling Works
Any One Occurrence as respects Covered Property in Transit
Any One Occurrence as respects Debris Removal or $25 \%$ of loss amount, whichever is less
Any One Occurrence as respects Expediting Expense
Any One Occurrence as respects Extra Expense

Aggregate Limits of Liability (Subject to Policy Aggregate Limits of Liability):

| $\$$ | $50,000,000$ | Any One Occurrence/Annual Aggregate Flood - Flood Level 1 and U.S. Territories \& Possessions, and the <br> Commonwealth of Puerto Rico and any foreign project location(s). |
| :--- | :--- | :--- |
| $\$$ | $25,000,000$ | Any One Occurrence/Annual Aggregate Earthquake - California |
| $\$$ | $50,000,000$ | Any One Occurrence/Annual Aggregate Earthquake - within all other Earthquake Zone1 |
| $\$$ | $50,000,000$ | Any One Occurrence/Annual Aggregate Named Windstorm within Wind Zone 1 |

Valuation:
The actual cost to repair or replace the lost or damaged property, valued as of the time and place of loss, with material of like kind and quality.

## SECTION II - CONTRACTORS EQUIPMENT:

| Limits/Sub Limits: |  |
| :--- | ---: |
| $\$$ | $50,000,000$ |
| $\$$ | $5,000,000$ |

Any One Occurrence as respects Contractors Equipment
Any One Occurrence as respects Property for Rigging
Aggregate Limits of Liability (Subject to Policy Aggregate Limits of Liability):
$\$ 25,000,000$ Any One Occurrence/Annual Aggregate Flood occurring within any Flood Level 1 areas,
\$ 50,000,000 Any One Occurrence/Annual Aggregate Flood within US Territories \& Possessions, and the Commonwealth of Puerto Rico and any foreign project location(s).
\$ 10,000,000 Any One Occurrence/Annual Aggregate Earthquake - California
$\$ 25,000,000 \quad$ Any One Occurrence/Annual Aggregate Earthquake - within all other Earthquake Zone1
\$ 25,000,000 Any One Occurrence/Annual Aggregate Named Windstorm within Wind Zone 1
Valuation:
For repairing or rebuilding Contractor's Equipment provided by an entity owned or operated by the Insured at the time of physical loss or physical damage: 1) Direct payroll cost for labor directly chargeable to the repair or rebuilding of the damaged Contractor's Equipment; 2) The proper proportion of the Insured's overhead charges, calculated in accordance with principles of Direct Costing; 3) Expenses for the dismantling, transportation, and reassembly, and 4) Materials at cost to the Insured.

## SECTION III - REAL \& PERSONAL PROPERTY

| Limits/Sub Limits: |  |
| :---: | :---: |
| \$ 50,000,000 | Any One Occurrence as respects physical loss or damage |
| \$ 5,000,000 | Any One Occurrence as respects Extra Expense per premises |
| \$ 1,000,000 | Any One Occurrence as respects Covered Property in Transit |
| Aggregate Limits of Liability (Subject to Policy Aggregate Limits of Liability): |  |
| \$ 25,000,000 | Any One Occurrence/Annual Aggregate Flood occurring within any Flood Level 1 areas, |
| 50,000,000 | Any One Occurrence/Annual Aggregate Flood within US Territories \& Possessions, and the Commonwealth of Puerto Rico and any foreign project location(s). |
| 10,000,000 | Any One Occurrence/Annual Aggregate Earthquake - California |
| 25,000,000 | Any One Occurrence/Annual Aggregate Earthquake - within all other Earthquake Zone1 |
| \$ 25,000,000 | Any One Occurrence/Annual Aggregate Named Windstorm within Wind Zone 1 |
| Valuation: |  |
| The lesser of a) th Property at the sam not repaired, rebuilt | Replacement Cost, or b) the Amount the Insured Actually Spends to repair, rebuild, or replace the Covered or another location. Real Property or Personal Property other than Improvements and Betterments, which is or replaced, will be valued at the Actual Cash Value at the time and place of loss or damage. |

# 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:<br>Lancaster County<br>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:
3. Required by the contract or agreement; or
4. 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.

CG 20120413
Quanta Services, Inc.
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MWZY 310349



Lancaster County/City of Lincoln GIS Map

BHE - Amberly to McKelvie




## Place end of

 construction sign south of Bevans and north of Alvo Road.Work to take place along west
shoulder of 148th Street.

Flagman may be needed at times.

Post speed limits to 35 MPH from McKelvie to Bevans for daytime only.

| Place work ahead |
| :--- |
| and reduced speed |
| between Amberly |
| and overpass. |









