Received Date	LANCASTER CO		Utility Permit No.	1595 OT-D-345-09	
9/14/2017	555 SOUTH 10 TH S LINCOLN, NE		•		
Application Date	Application to C	onstruct	Project or WO No.	C-17-0764	
3/7/2017	Utilities On Count	y property	Contract No.		
			County Rep.	AGO	
Application is hereby ma	ade to LANCASTER COUNTY by:				
Name: Nick Vanous					
Company Name: Lincoln	Electric System	Phone:	402-467-7656		
Address: 2620 Fairfield		E-Mail: -	nvanous@les.com		
To construct a utility or	utilities on County right-of-way as follow	/s:			
LEGAL DESCRIPTION	:				
- Access Road (38th & Be - Bennet Rd, 940' East of - Bennet Rd, 540' West of - Saltillo Rd, 1510' East of	ion and 98th St, 200' South of Breagan Rd. 220' West of Breagan Rd.	54th St., and 395' W			
UTILITY TO BE CONST	RUCTED				
TYPE	DESCRIPTION		ANNOTATION		
Electric - Overhead	Voltage	115Kv	,38th & Bennet to	91st & Hwy 2	
Electric- Overhead	Voltage	345kV,	68th & Bennet to 9	8th & Rokeby	
Other No utility to be	buried directly above a drainage stru	—ucture. Existing uf	tilities will be separa	ated by 24".	
PROPOSED UTILITY IN	STALLATION				
METHOD	SIZE/WIDTH DESCRIPT	TON DE	:PTH DE:	SCRIPTION	
Aerial					
Other Contact Bo				Di la c	
- Contact Be	ob Jacobs at 402-441-7797 48 hour			ty Right-of-way.	
Ward Electric Company	OF CONTRACTOR(S) PERFORMING 369	O Stagecoach Rd,			
	. ,	, ,			

Ver. 6.0.3 02/14/2017 Page 1

UTILITY PERMIT REQUIREMENTS

- <u>NOTE</u> 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, <u>regardless of the burial depth</u>.
 - 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 overhead tr	ansmission line (utility)	in accordance with	the permit requirements and
the provisions included as a part of this	permit.		
COMPANY: Lincoln Electric System			
DATE: 9/13/2017			
SIGNED BY: Nick Vanous	Digitally signed by Nic Date: 2017.09.14 09:1		
EXE	CUTION BY LANCAST	ER COUNTY	
The above application is hereby ap	proved subject to the re	equirements and pr	ovisions of the permit.
APPROVED and dated thisBoard of Commissioners.	day of		_by the Lancaster County
	LANCASTER	COUNTY BOARD (OF COMMISSIONERS
		Chairperson	
APPROVED as toform			
thisday of			
Deputy County Attorney			
Boputy County Attentoy			
REVIEWED this 15 day of September			
James J. Shotkoski Digitally signed by James J. Sho	otkoski 0'		

Lancaster County Engineering Representative

I (We) agree to construct the overhead transmission line in accordance with the permit requirements and (utility)
the provisions included as a part of this permit.
COMPANY: Lincoln Electric System
DATE: 9/13/2017
SIGNED BY: Nick Vanous Digitally signed by Nick Vanous Date: 2017.09.14 09:15:47 -05'00'
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
· S P 2006
.6

(TO BE FILLED IN BY COUNTY PERSONNEL)

Encasement Requirements:
NA .
Perviseds Signing and Flagging Requirements
Barricade, Signing and Flagging Requirements: Comply with Section #12 of the Utility Permit Requirements.
Methods of Installation:
Aerial
Minimum Cover Provided in Road Ditches:
NA NA
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 CountyRight-of-Way.
Additional Comments:
Comply with ALL Sections of the Utility Permit Requirements.
Utility Owners responsibility to notify Lancaster County upon completion of permitted work.
This permit ONLY cover work done in Lancaster County R-O-W ***Additional permitting may be required with The City of Lincoln, and The NDOR***

INSURANCE CLAUSE FOR LANCASTER COUNTY CONTRACTS

1. <u>Insurance</u>; Coverage

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. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$10,000.00 per occurrence.

1.1 Workers' Compensation

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. 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.

1.2 Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the County. The description of operations must state "Blanket 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.

1.3 **Automobile Liability**

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

1.4 Builder's Risk Insurance (Required only if appropriate)

The Contractor shall purchase and maintain property insurance upon the entire work at the site as provided by Contract, unless the Contractor receives notice that the County has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. In the event the Contractor procures the builder's risk policy herein, the Contractor shall provide an endorsement to the County, in a form approved by the County demonstrating additional insured coverage for the County. Approval of such endorsement shall not be unreasonably withheld by the County. *Coverage required whenever work under contract involves construction or repair of a building

1.4.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

To the extent provided in the Contract, the Contractor and its Subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the County, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

1.5 Pollution Liability (Required only if appropriate)

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3)Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.6 Professional Liability (Required only if appropriate)

Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act for which the Contractor.

*Required whenever service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to County.

1.7 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. Contractual Liability Endorsement (ISO® form CG24170196 or newer) must be provided. The Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum

^{*}Coverage required whenever work under contract involves pollution risk to the environment.

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.

1.7.1 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.

1.8 Errors and Omissions; Professional Liability; Cyber Insurance (Required only if appropriate)

The Contractor shall maintain in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for the County or on behalf of the County hereunder. Contractor's policy should also include network risk / cyber coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense). Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement. The County shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

2. Additional Insured

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

3. Certificates

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

4. Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

To the extent provided in the Contract, the Contractor and its Subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the County, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

5. 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.

6. <u>Umbrella or Excess Liability</u>

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.

7. <u>Minimum Scope of Insurance</u>

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.

8. <u>Indemnification</u>

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.

9. 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.

10. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/14/2017

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		CONTACT NAME:					
TrueNorth		PHONE (A/C, No, Ext): 319-366-2723 FAX (A/C, No): 319	9-862-0612				
500 1st St SE Cedar Rapids IA 52401		E-MAIL ADDRESS: certs@truenorthcompanies.com					
		INSURER(S) AFFORDING COVERAGE	NAIC#				
		INSURER A: Charter Oak Fire Insurance Company	25615				
INSURED	WARDELE-01	INSURER B: Travelers Property Casualty Co of America	25674				
Ward Electric Company, Inc		INSURER C:					
WEC Powerline Construction 3690 Stagecoach Road		INSURER D:					
Longmont CO 80504		INSURER E:					
<u> </u>		INSURER F:					

CERTIFICATE NUMBER: 1463214975 REVISION NUMBER: COVERAGES

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.

NSR LTR		ADDL S		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y		DTCO4J65386ACOF17	6/1/2017	6/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$300,000	
							MED EXP (Any one person)	\$5,000	
			1				PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000	
	OTHER:						PD Ded	\$\$5,000	
В	AUTOMOBILE LIABILITY			DT8104J65386ATIL17	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
1	X ANY AUTO						BODILY INJURY (Per person)	\$	
1	OWNED SCHEDULED AUTOS ONLY		-3				BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
В	X UMBRELLA LIAB X OCCUR			CUP5J3804561726	6/1/2017	6/1/2018	EACH OCCURRENCE	\$10,000,000	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000	
	DED X RETENTION \$10,000							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			DTJUB4J65386A17	6/1/2017	6/1/2018	X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	ROPRIETOR/PARTNER/EXECUTIVE NAME NAME					E.L. EACH ACCIDENT	\$1,000,000	
1	(Mandatory in NH)	WILMIDEN EXOCODED:			E.L. DISEASE - EA EMPLOYEE	\$1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

If Yes is indicated above for add'l insd forms Gen Liab CGD246 & CGD316 (premises & completed operations), Auto Liab CAT353 02/15 form applies. If Yes is indicated above for waiver of subrogation forms Gen Liab CGD316, Auto Liab CAT353 02/15 and WC #WC000313 04/84 applies. Coverage is extended for work performed and required under written contract with the above named insured. Lancaster County is included as an Additional Insured with respect to General Liability as required by written contract.

CERTIFICATE	HOLDER
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Lancaster County 444 Cherrycreek Road **Building 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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Aircraft Chartered With Pilot
- B. Damage To Premises Rented To You
- C. Increased Supplementary Payments
- D. Incidental Medical Malpractice
- E. Who Is An Insured Newly Acquired Or Formed Organizations
- Who Is An Insured Broadened Named Insured Unnamed Subsidiaries
- G. Blanket Additional Insured Owners, Managers Or Lessors Of Premises

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured:
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

- The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
- The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY

- H. Blanket Additional Insured Lessors Of Leased Equipment
- I. Blanket Additional Insured States Or Political Subdivisions Permits
- J. Knowledge And Notice Of Occurrence Or Offense
- K. Unintentional Omission
- L. Blanket Waiver Of Subrogation
- M. Amended Bodily Injury Definition
- N. Contractual Liability Railroads

INJURY AND PROPERTY DAMAGE LI-ABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

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

- a. Is "bodify injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or noncontributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

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

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

BLANKET ADDITIONAL INSURED - STATES OR POLITICAL SUBDIVISIONS - PERMITS

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required



by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCUR-RENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
 - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or
- (iii) An executive officer or director of any other organization;
- that is your partner, joint venture member or manager; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- WHO IS AN INSURED (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - Supervisory, inspection, architectural or engineering activities.

- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis. this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
- **4.** As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- iii. 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 the additional insured, the additional insured must:
 - Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

> "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



TRAVELERS CORP. TEL: 1-800-328-2189 CONSTRUCTION - WATER, SEWER, & UTILITI COMMON POLICY DECLARATIONS ISSUE DATE: 05/30/17 POLICY NUMBER: DT-CO-4J65386A-COF-17

INSURING COMPANY: THE CHARTER OAK FIRE INSURANCE COMPANY

- 1. NAMED INSURED AND MAILING ADDRESS:
 WARD ELECTRIC COMPANY, INC. (AS PER IL T8 00)
 3690 STAGECOACH RD
 LONGMONT, CO 80504
- 2. POLICY PERIOD: From 06/01/17 to 06/01/18 12:01 A.M. Standard Time at your mailing address.
- 3. LOCATIONS
 Premises Bldg.
 Loc. No. No. Occupancy

Address

SEE IL TO 03

- 4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES: COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS CG TO 01 11 03 COF EMPLOYEE BENEFITS LIABILITY COV PART DECLARATIONS CG TO 09 09 93 COF
- 5. NUMBERS OF FORMS AND ENDORSEMENTS
 FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93
- 6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

 Policy Policy No. Insuring Company
- DIRECT BILL
 7. PREMIUM SUMMARY:
 Provisional Premium
 Due at Inception
 Due at Each



NAME AND ADDRESS OF AGENT OR BROKER: TRUENORTH COMPANIES LC (WM371) PO BOX 1863 CEDAR RAPIDS, IA 524061863

С	O	U	N	Т	Ε	R	S	IG	N	Е	D	B	Y	:

Authorized Representative

DATE:

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POLICY NUMBER: DT-CO-4J65386A-COF-17

EFFECTIVE DATE: 06-01-17

ISSUE DATE: 05-30-17

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

IL TO 02 11 89 COMMON POLICY DECLARATIONS

				80			TX POLICY JACKET-ATTORNEY IN FACT FORM
				01			COMMON POLICY CONDITIONS
	IL	T0	03	04	96		LOCATION SCHEDULE
	IL	T8	00				GENERAL PURPOSE ENDORSEMENT
	IL	T8	03				GENERAL PURPOSE ENDORSEMENT
				09	97		
GEN	IER <i>I</i>	L I	JIAI	BIL:	(TY	-	CONTRACTORS
				11			COML GENERAL LIABILITY COV PART DEC
				07			DEDUCTIBLE LIABILITY INSURANCE
		TO		09			DECLARATIONS PREMIUM SCHEDULE
				11			KEY TO DECLARATIONS PREMIUM SCHEDULE
				11	03		TABLE OF CONTENTS
		00		10	01		COMMERCIAL GENERAL LIABILITY COV FORM
	CG	D4	02	06	07		DAMAGE TO PROPERTY ENDORSEMENT
	CG	D4	20	07	08		AMEND OTHER INS COND MEAN OTHER INS/INSR
	CG	D4	71	01	15		AMEND COVERAGE B - PERS & ADV INJURY
	CG	D2	03	12	97		AMEND-NON CUMULATION OF EACH OCC
1	CG	D2	11	01	04		DESIGNATED PROJECT(S) GEN AGGR LIMIT
X		D2		08			BLANKET ADDITIONAL INSURED (CONTRACTORS)
1		D3		11	11		CONTRACTORS XTEND ENDORSEMENT
T				01			FUNGI OR BACTERIA EXCLUSION
		D2		11			EXCL-ENGINEERS/ARCHITECTS PROF LIAB
		D2		11			EMPLOYMENT-RELATED PRACTICES EXCLUSION
		D2		11			EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS
		D3		01			EXCLUSION-SUITS BY ONE NAMED INSURED
		D3		10	11		EXCLUSION - UNSOLICITED COMMUNICATION
				05			MOBILE EQUIP REDEFINED-EXCL OF VEHICLES
				08			EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS
		D5		10			EXCL - ARCHITECT/ENG/SURVEY PROF SERV
				10			EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
				01			EXCL-ACCESS OR DISCL OF CONF/PERS INFO
		D0		06			EXCLUSION-LEAD
				01			EXCLUSION-DISCRIMINATION
				11			AMEND-POLL EXCL-INCL LTD COV POLL COSTS
		D2		06			EXCL-EXTERIOR INSULATION & FINISH SYSTEM
				09			EXCLUSION -SILICA OR SILICA-RELATED DUST
				01			EXCLUSION WAR
				02	90		EXCLUSION WAR EXCLUSION-ASBESTOS
		T4		11			EXC-HAZARD-CONNECTED DESIGNATED EXPOSURE
				06			TEXAS CHANGES
	CG	ÛΤ	09	11	85		KS AND OK CHANGES-TRANSFER OF RIGHTS

PAGE: 1 OF 2

























