

Received Date

LANCASTER COUNTY  
555 SOUTH 10<sup>TH</sup> STREET  
LINCOLN, NE 68508

Utility Permit No. \_\_\_\_\_

Project or WO No. \_\_\_\_\_

Contract No. \_\_\_\_\_

County Rep. \_\_\_\_\_

Application Date  
10/13/2017

Application to Construct  
Utilities On County property

Application is hereby made to LANCASTER COUNTY by:

Name: James Rigas

Phone: 402-204-2103

Company Name: Zito Midwest, LLC

E-Mail: randy.vanderheiden@zitomedia.com

Address: 102 S. Main St, PO Box 665

Coudersport, PA 16915

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

LEGAL DESCRIPTION:

140th St and Waverly Rd to Agnew, Agnew to 126th, 126th to Ashland Rd Ashland Rd to Cty Rd 31.  
T-11N R-5E S-18 NW; T-11N R-5E S-7 SW,NW; T-11N R-5E S-6 SW,NW; T-12N R-5E S-31SW,NW; T-12N R-5E S-30SW,NW;  
T-12N R5E S-19SW,NW; T-12N R-5E S-18SW,NW,NE; T-12N R-5E S-7SE,NE; T-12N R-5E S-8SW,NW; T-12N R-5E S-5SW,NW  
T-12N R-5E S-6SE,NE

UTILITY TO BE CONSTRUCTED

TYPE	DESCRIPTION	ANNOTATION
Communication	Cable, Coax, Fiber	Fiber Optic Cable

Other \_\_\_\_\_

PROPOSED UTILITY INSTALLATION

METHOD	SIZE/WIDTH	DESCRIPTION	DEPTH	DESCRIPTION
Plow	Size	Vibra-Plow	Depth	48"
Encasement Pipe	Size	1' 1/4"	Depth	greater than 48"

Other \_\_\_\_\_

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

Nebcon, Inc

Rich Tegels

2026 Keystone Dr

Mobile: 402-510-2458

Omaha, NE 68134

Office: 402-926-4757

## 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 Fiber Optic Cable in accordance with the permit requirements and  
(utility)  
the provisions included as a part of this permit.

COMPANY: Zito Midwest, LLC

DATE: 10/13/2017

SIGNED BY: *James Regard*

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 Fiber Optic Cable in accordance with the permit requirements and  
(utility)  
the provisions included as a part of this permit.

COMPANY: Zito Midwest, LLC

DATE: 10/13/2017

SIGNED BY: *James Pigeon*

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)  
**10/25/2017**

**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 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).**

<b>PRODUCER</b> <b>INSPRO Insurance, Inc.</b> 12702 Westport Parkway, Suite #200 LaVista, NE 68138 402 333-5700	<b>CONTACT NAME:</b> Marcia Fidler <b>PHONE (A/C, No, Ext):</b> 402 333-5700 <b>FAX (A/C, No):</b> 402 333-0633 <b>E-MAIL ADDRESS:</b> mfidler@insproins.com														
<b>INSURED</b>  <b>NEBCON, Inc.</b> 1571 Deer Creek Dr Fort Calhoun, NE 68023	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A : Nationwide Insurance</b></td> <td><b>00035</b></td> </tr> <tr> <td><b>INSURER B : Colony Insurance Co</b></td> <td><b>39993</b></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Nationwide Insurance</b>	<b>00035</b>	<b>INSURER B : Colony Insurance Co</b>	<b>39993</b>	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PD Ded:2,000</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>ACPGLO7285006626</b>	<b>04/16/2017</b>	<b>04/16/2018</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>A</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<b>X</b>	<b>X</b>	<b>ACPBA7285006626</b>	<b>04/16/2017</b>	<b>04/16/2018</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			<b>ACPCAA7285006626</b>	<b>04/16/2017</b>	<b>04/16/2018</b>	EACH OCCURRENCE <b>\$5,000,000</b> AGGREGATE <b>\$5,000,000</b> \$
<b>A</b>	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?      Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> <b>N</b> N/A		<b>X</b>	<b>ACPWCA7285006626</b>	<b>04/16/2017</b>	<b>04/16/2018</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>B</b>	<b>Pollution</b>			<b>CSP306603</b>	<b>01/09/2017</b>	<b>01/09/2018</b>	<b>1,000,000</b>

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

<b>CERTIFICATE HOLDER</b>  Lancaster County 444 Cherrycreek Rd, Bldng C Lincoln, NE 68528	<b>CANCELLATION</b>  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 <div style="text-align: center; font-family: cursive; font-size: 1.2em;">                     Neil Trout                 </div>
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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

**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

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.

**All terms and conditions apply unless modified by this endorsement.**

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PRODUCER <b>INSPRO Insurance, Inc.</b> 12702 Westport Parkway, Suite #200 LaVista, NE 68138 402 333-5700	CONTACT NAME: <b>Marcia Fidler</b>
	PHONE (A/C, No, Ext): <b>402 333-5700</b>
	FAX (A/C, No): <b>402 333-0633</b>
	E-MAIL ADDRESS: <b>mfidler@insproins.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A : <b>Nationwide Insurance</b>
	INSURER B : <b>Colony Insurance Co</b>
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :
INSURED <b>NEBCON, Inc.</b> 1571 Deer Creek Dr Fort Calhoun, NE 68023	NAIC # <b>00035</b>  <b>39993</b>

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PD Ded:2,000</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ACPGLO7285006626	04/16/2017	04/16/2018	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"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ACPBAT7285006626	04/16/2017	04/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <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			ACPCAA7285006626	04/16/2017	04/16/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	ACPWCA7285006626	04/16/2017	04/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	<b>Pollution</b>			CSP306603	01/09/2017	01/09/2018	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Zito Midwest LLC and Treasure Lake LP are Additional Insured on a primary and non-contributory basis.**  
**Waiver of Subrogation applies in favor of Zito Midwest LLC and Treasure Lake LP.**

<b>CERTIFICATE HOLDER</b>  Zito Midwest LLC 102 South Main Street Coudersport, PA 16915	<b>CANCELLATION</b>  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 
---	--

# Lancaster County

Overview

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow

140

W. Rock Creek Rd

W. Davey Rd

Google Earth

© 2017 Google

2 mi





# Lancaster County

Map 1

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow

NW 140th St

Google Earth

Waverly Rd

W Waverly Rd



© 2017 Google

1000 ft



# Lancaster County

Map 2

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow

Old Mill Rd

NW 140th St

W Mill Rd

Google Earth

© 2017 Google



10000 ft

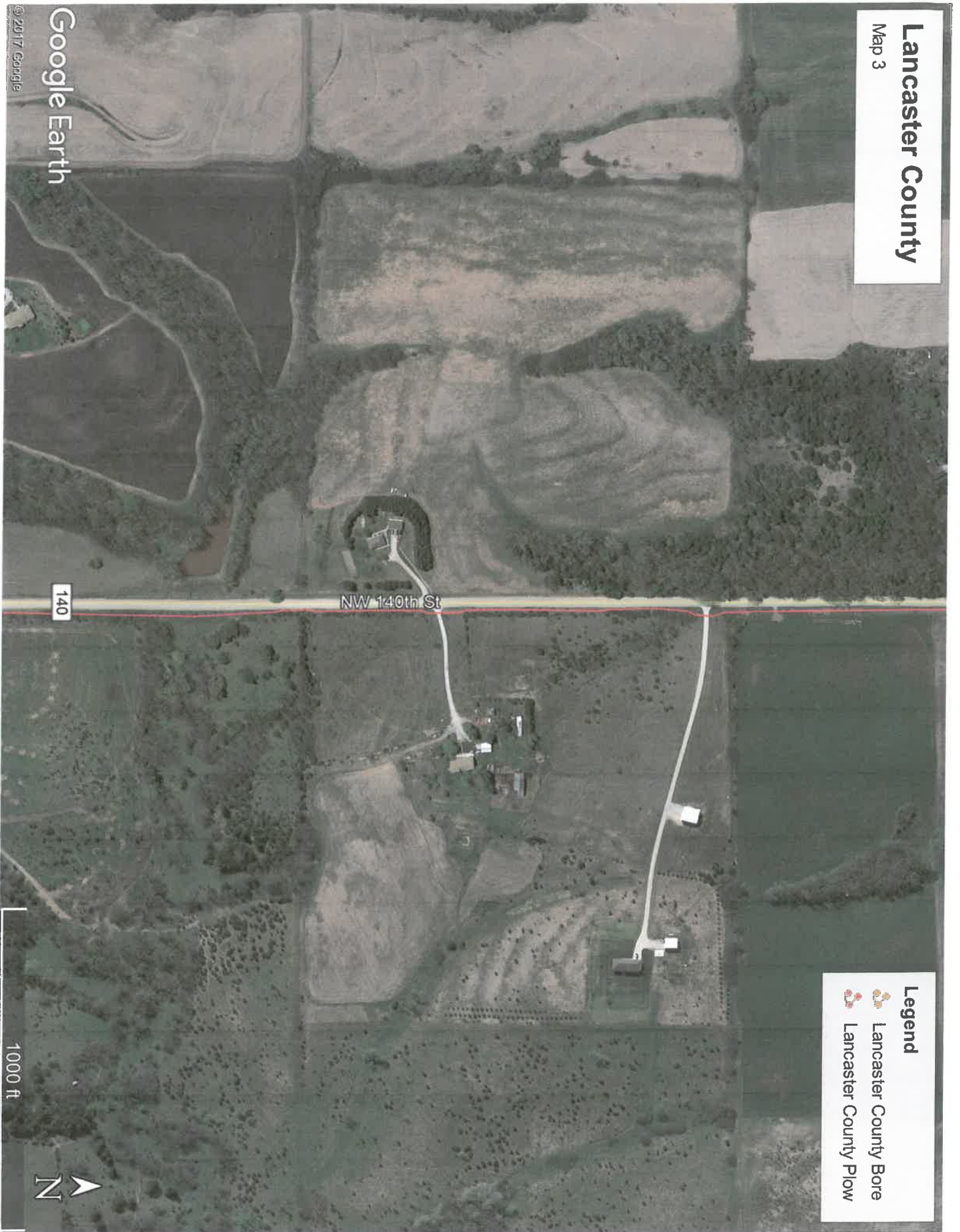


# Lancaster County

Map 3

## Legend

-  Lancaster County Bore
-  Lancaster County Plow



Google Earth



© 2017 Google

1000 ft



# Lancaster County

Map 4

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow



Google Earth



© 2017 Google

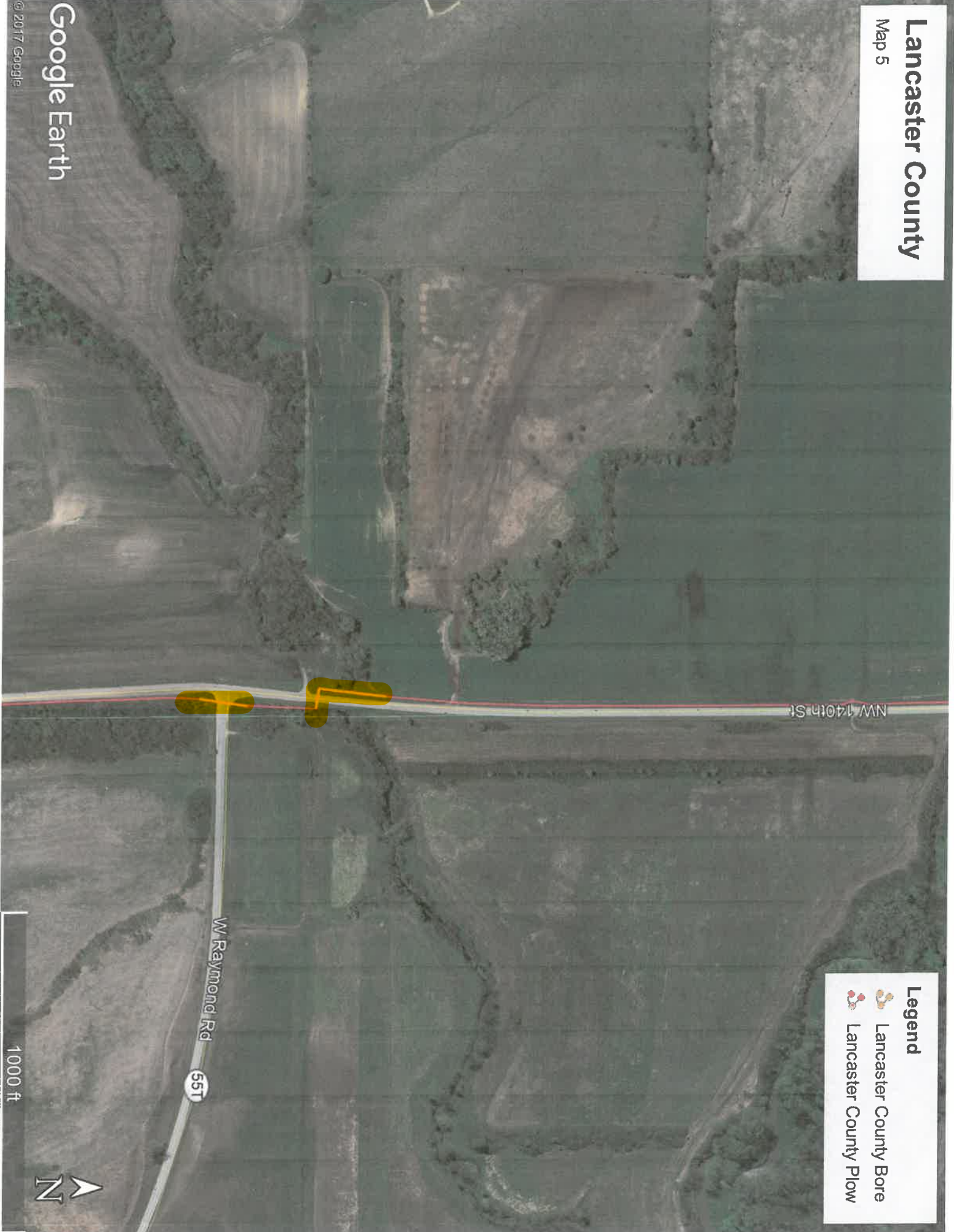
1000 ft



# Lancaster County

Map 5

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow





Google Earth

© 2017 Google

# Lancaster County

Map 6

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow





Google Earth

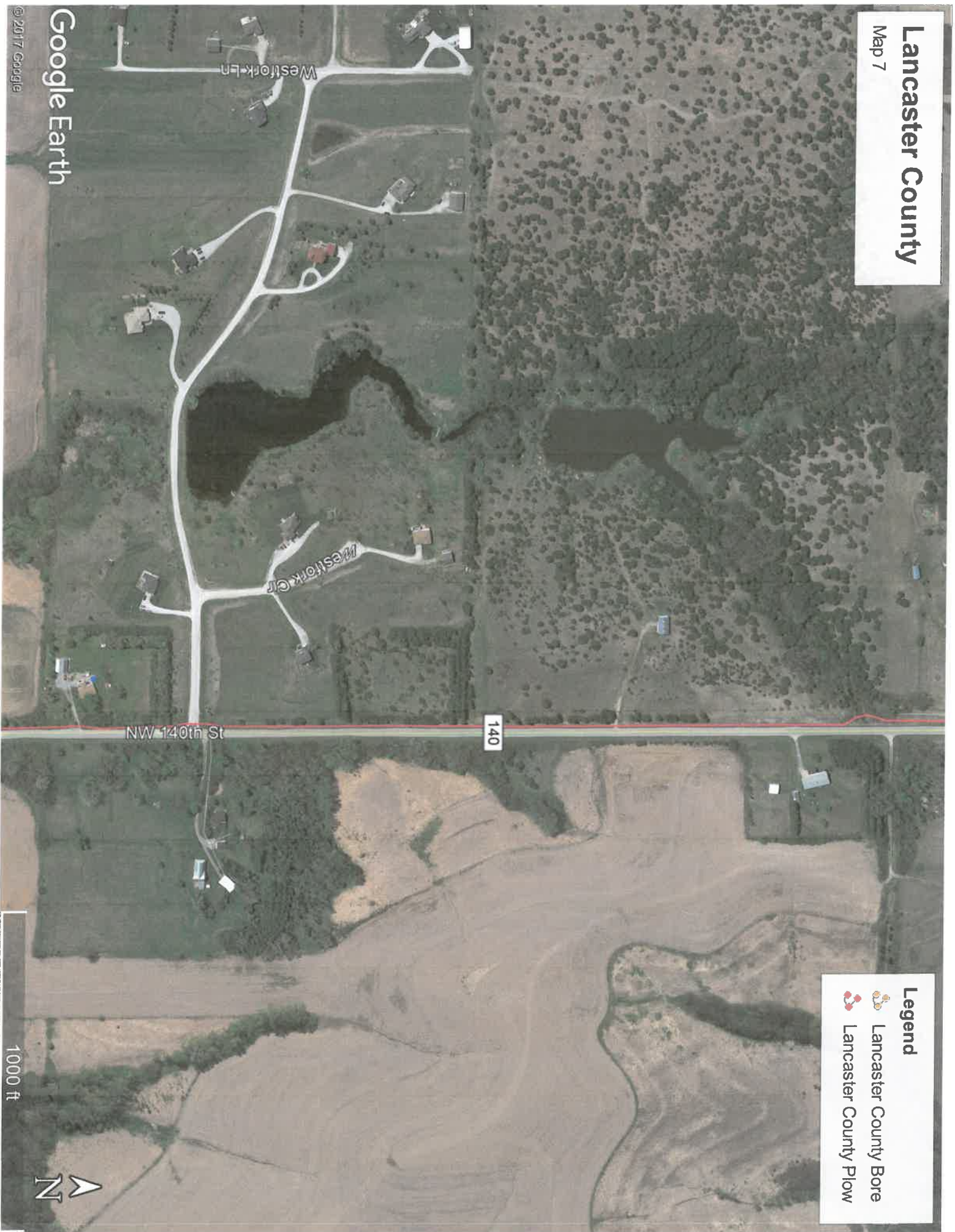
© 2017 Google

1000 ft

# Lancaster County

Map 7

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow



Google Earth

© 2017 Google



1000 ft



# Lancaster County

Map 8

Oak Grove Rd

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow

NW 140th St

140

© 2017 Google

Google Earth



10000 ft





# Lancaster County

Map 9

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow





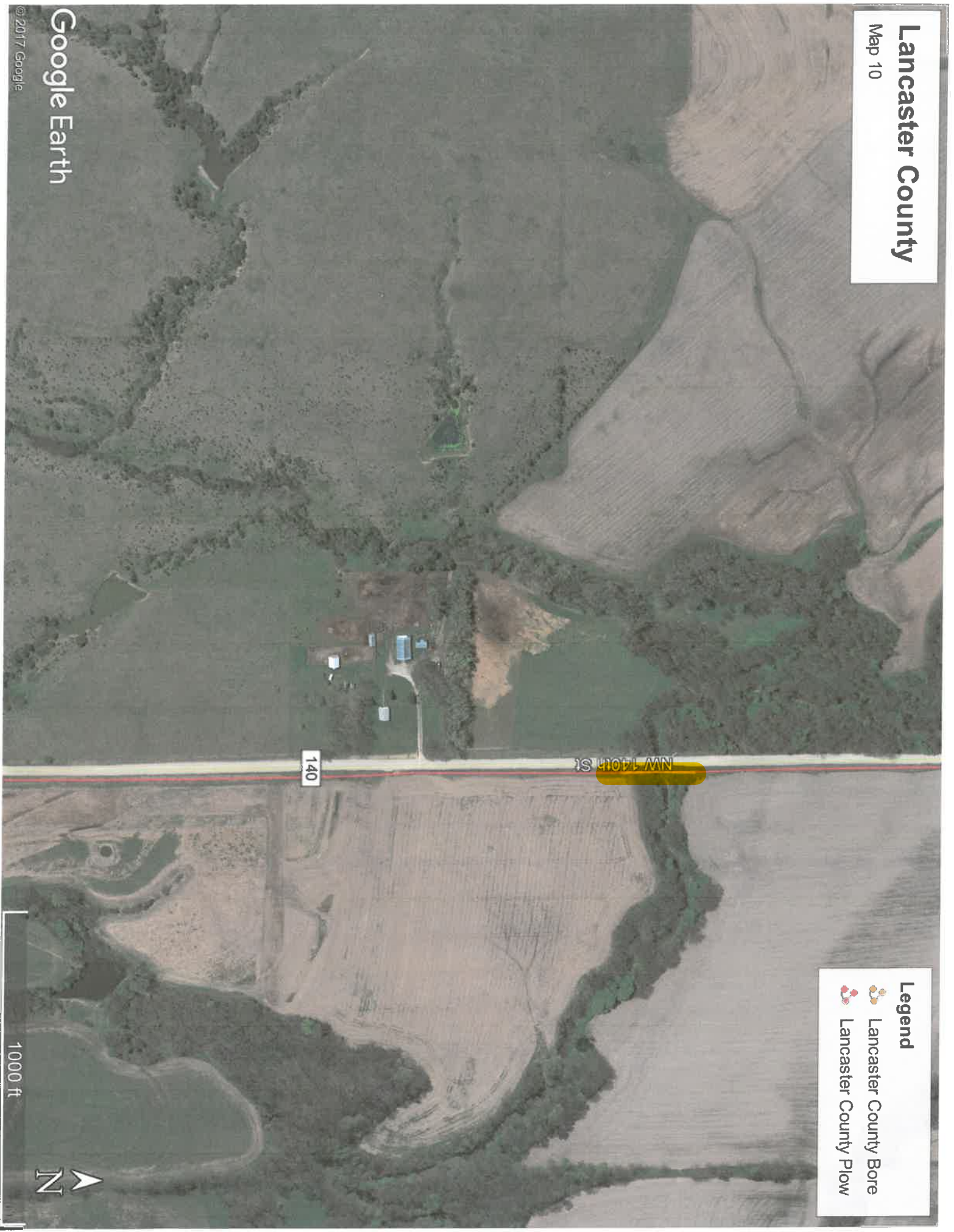
Google Earth

© 2017 Google

# Lancaster County

Map 10

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow





Google Earth  
© 2017 Google



# Lancaster County

Map 11

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow

Agneew Rd

W Agneew Rd

NW 140th St

© 2017 Google

Google Earth



140

1000 ft



# Lancaster County

Map 12

- Legend**
-  Lancaster County Bore
  -  Lancaster County Plow

W Agnew Rd

Google Earth

© 2017 Google



10000 ft



# Lancaster County

Map 13

## Legend

-  Lancaster County Bore
-  Lancaster County Plow



NW 126th St

W Agnew Rd

Google Earth

© 2017 Google

1000 ft

