10/10/2019		LANCASTER COUNTY 555 SOUTH 10 TH STREET	L.C.E.D. Utility	y Permit No
Application Date		LINCOLN, NE 68508	Litility Company Project	t or WO No. 21017-GULF
9/5/2019		Application to Construct		Contract No. C-19-0767
		Utilities On County property Only ONE type of Utility per permit		
ication is hereby made t	0 LANCASTER CO	JNTY ("County") by:	(County Rep. AGO
ne of Utility Owner ("Owr			L.C.E.D. Maintenanc	e District # _4
ress: 3880 Vermaas			r Phone: 402-817-1	394
icant Name: Shaun Frye	9	Applican	t Phone: 402-669-7	460
t Same As Owner)		Applican	E-Mail: shaun.frye	@upnfiber.com
UTILITY TO BE CONS	TRUCTED	DESCRIPTION	ANN	IOTATION
		DESCRIPTION able, Coax, Fiber	ANN	IOTATION
TYPE Communication	<u>c</u>			
TYPE Communication	ed directly above	able, Coax, Fiber		
TYPE Communication	ed directly above	able, Coax, Fiber		
TYPE Communication No utility to be buri PROPOSED UTILITY	ed directly above NSTALLATION SIZE/WIDTH/	e a drainage structure. E	kisting utilities w	vill be separated by 24'

Capitol City Electric, 4220 Lucile, 402-227-5232

Cody Cassler

UTILITY PERMIT REQUIREMENTS

<u>NOTE:</u> If Engineer plan sheet project notes conflict with County's Utility Permit Application requirements and the Utility Permit Requirements, the Utility Permit Application Requirements and Utility Permit Requirements shall govern. An approved Utility Permit is required for all work being done in County right-of-way. See Page 6 for additional requirements upon permit approval.

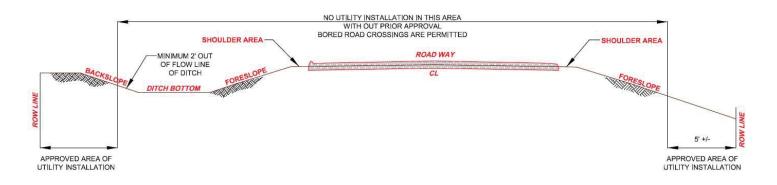
- 1. Unless agreed to by County in writing, Owner/Contractor(s) shall meet the following Minimum Requirements:
 - A. Location of any and all utility installations parallel to the existing roadway are limited to the backslope area up to the existing road right-of-way line. New utility installations will <u>NOT</u> be allowed in the roadway, roadway shoulder, roadway foreslope and/or roadway ditch areas unless specific special instructions are given by the County and noted on the permit;
 - B. The depth to the top of the new utility installations shall be a minimum depth of 48 inches below the existing adjacent parallel roadway drainage ditch flowline, unless specific area depth instructions are allowed by County and noted on the permit;
 - C. In roadway fill sections with no backslope area within the road right-of-way area, the minimum depth to top of utility line shall be 48" from existing ground, unless specific special depth instructions are allowed by County and noted on the permit;
 - D. The minimum depth for burial beneath drainage structures, waterways, creek channels, or culverts within 5' of the utility route will be 72", as measured from the flow line of the drainage structure, waterway, or creek channel (whichever is lower), to the top of the utility;
 - E. No utility will be buried directly above a drainage structure, regardless of the burial depth;
 - F. All crossings with existing utilities will be separated by a minimum of 24";
 - G. All paved road and paved driveway crossings will be dry-bored;
 - H. All areas disturbed by construction will be restored to their pre-construction condition, including includes backfilling all open-cut crossings with material excavated from trench. No sand or crushed rock backfill will be allowed, and compaction of backfilled areas shall be at a density equal to or greater than the surrounding soil in and around trenches, bore pits, pull boxes, and other utility appurtenances. This section also requires the replacement of roadway and driveway surfacing lost or damaged by construction, and re-seeding of all areas disturbed by the work;
 - I. All trees, bushes, brush, debris piles, resulting from clearing or grubbing operations will become the property of the Owner/Contractor(s) and will be removed from County property at the Owner/Contractor(s) expense.
- 2. The Owner/Contractor(s) performing the work shall have on-site, a copy of approved Utility Permit allowing permitted work to be done within County Road Right-of-Way.
- 3. The Owner/Contractor(s) or their 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 Owner's Contractor(s) to identify all "Bore" locations. Owner/Contractor(s) shall furnish As-Built plans and submit area boring logs to document conformance with utility line depths.

4. The Owner/Contractor(s) will notify Lancaster County Maintenance Superintendent Ron Bohaty at 402-441-7797, a MINIMUM of 48 hours, prior to commencing construction on county right-of way.

- 5. Owner/Contractor(s) performing the work shall submit insurance conforming to the "Insurance Clause for Lancaster County Utility Permits," which is incorporated herein by this reference. Please note that "Insurance Clause for Lancaster County Utility Permits" requires, among other items, a certificate of insurance naming Lancaster County as additional insured on commercial general liability and auto policies, as well as a 30 day notice of cancelation, non-renewal or any material reduction of insurance coverage, prior to any activities in the County's right-of-wat. Please refer to the "Insurance Clause for Lancaster County Utility Permits" for full insurance requirements.
- 6. The Owner/Contractor(s) or their representative, 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 Owner/Contractor(s). In addition to any other indemnification obligations of Owner and Contractor(s), Owner and Contractor(s) by accepting and conducting work pursuant to this Utility Permit agree to 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 Owner's or Contractor's(s') physical destruction or injury to utilities during Owner's or Contractor's(s') work pursuant to this Utility Permit, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Owner or Contractor(s), 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. 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 paragraph. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

- 7. Future road construction work could necessitate relocation of utilities. Those utility relocation costs shall be borne by the Owner, and Owner's heirs, administrators, executors, legal and personal representatives, successors, and assigns.
- 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 roadway is closed for construction, or except with prior conditional approval to be noted on page #6 of this document.
- 9. Roads may be closed for a maximum of 12 hours, with prior review and written approval from the County. (See #11 for signage layout)
- 10. Road closures longer than 12 hours will require prior review and written approval of the County, and a detour plan approved by the County. (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 Close _____ Miles ahead -- Local Traffic Only" (R11-3) sign shall be placed.
- 12. All barricading, flagmen, warning signs, and other traffic control measures implemented pursuant to this Utility Permit 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.
- 14. All pipe and encasements shall conform to State Highway Standards.
- 15. All Right-of-Way and/or utility line control and staking shall be done by Owner/Contractor(s) and or their agents.
- 16. Upon completion of construction Owner/Contractor(s) shall provide the County with As-Built plans and submit boring logs to document utility depth and location.
- 17. Notification of proposed utility work to adjacent landowners shall be the responsibility of the Owner/Contractor(s).
- 18. A minimum 10 working day review for possible County Board approval, Board approval may add an additional 10-14 working days.
- 19. Owner/Contractor(s) shall be responsible to notify the County upon completion of permitted utility work.
- 20. <u>Failure to comply with the Utility Permit Requirements may result in revocation of this Utility Permit, and denial of future Utility Permits.</u>



Owner/Contractor(s) agrees to construct the stated utility in accordance with the Utility Permit Requirements as written herein. After final review and approval see "Additional Provisions" or "Special Requirements" as listed on page following signature sheets. Any "Additional Provisions" or "Special Requirements" as listed, will be enforced as a part of this Utility Permit.

By signing this Application below, the individual signing on behalf of the Owner/Applicant hereby agrees and represents that he or she is legally capable to sign this Application and to lawfully bind the Owner to the terms and conditions of this Utility Permit.

Approximate installation start date 10/15/19 , Approximate installation completion date 10/25/19

Unite Private Networks

OWNER/UTILITY:

DATE: 9/5/2019

SIGNED BY OWNER/APPLICANT: Adam Randall

> Digital signatures ARE accepted. Please email form back to COENG@LANCASTER.NE.GOV

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 <u>11</u> day of <u>October</u>, <u>2019</u>

James J. Shotkoski Date: 2019.10.11 11:03:11 -05'00'

Lancaster County Engineering Representative

Owner/Contractor(s) agrees to construct the stated utility in accordance with the Utility Permit Requirements as written herein. After final review and approval see "Additional Provisions" or "Special Requirements" as listed on page following signature sheets. Any "Additional Provisions" or "Special Requirements" as listed, will be enforced as a part of this Utility Permit.

By signing this Application below, the individual signing on behalf of the Owner/Applicant hereby agrees and represents that he or she is legally capable to sign this Application and to lawfully bind the Owner to the terms and conditions of this Utility Permit.

Approximate installation start date 10/14/2019, Approximate installation completion date 12/31/2019.

OWNER/UTILITY: Unite Private Netw	/orks	- *
Date: 10/07/2019		
SIGNED BY OWNER/APPLICANT: Shaun Fry	Digitally signed by Shaun Frye Date: 2019.10.07 11:00:19 -05'00'	
Please en	Digital signatures ARE accepted. nail form back to COENG@LANCASTER.NE.GOV	CON CONT
	EXECUTION BY LANCASTER COUNT	7
The above application is	hereby approved subject to the requirements	and provisions of the permit.
Date	ster County Representative	

"Additional Provisions" or "Special Requirements" (TO BE FILLED IN BY COUNTY PERSONNEL)

Encasement Requirements:

NA

Barricade, Signing and Flagging Requirements:

Comply with Section #12 of the Utility Permit Requirements.

Methods of Installation:

See Plans

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 Ron Bohaty (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.

Utility Owners responsibility to notify Lancaster County upon completion of permitted work. ***Utility installation route may require permitting from NDOT.***

INSURANCE CLAUSE FOR LANCASTER COUNTY ENGINEER UTILITY PERMITS

1. Insurance; Coverage Information

The Contractor agrees that it shall, prior to beginning work pursuant to this Utility Permit, have, maintain, and provide proof of insurance coverage in a form satisfactory to the County and fulfilling all obligations set forth in this Insurance Clause. The County shall not withhold approval unreasonably. The coverages and minimum levels required by this Utility Permit are set forth herein and shall be in effect at all times that work is being done pursuant to this Utility Permit. No work pursuant to this Utility Permit shall begin until all insurance obligations herein are met to the satisfaction of the County. Self-insurance shall not be permitted unless written consent is given by the County prior to execution of the Utility Permit 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.

2. <u>Certificates</u>

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 pursuant to this Utility Permit. All certificates, endorsements and endorsement forms (where required) must be acceptable to the County. 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 Utility Permit 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 provide shall not constitute a waiver of this requirement.

3. <u>Commercial General Liability</u>

The Contractor shall have, maintain, and 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. 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.

3.1 <u>Automobile Liability</u>

The Contractor shall have, maintain, and 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.

3.2 Additional Insured (Requires an Endorsement Form)

Contractor shall add County as an Additional Insured, and shall provide an Additional Insured Endorsement Form showing the County as Additional Insured, on Contractor's Commercial General Liability policy and Contractor's Automobile policy.

3.3 <u>Intentionally Omitted</u>

3.4. <u>Workers' Compensation; Employers' Liability</u>

The Contractor shall have, maintain, and 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 Utility Permit.

- 3.5 Intentionally Omitted
- 3.5.1 Intentionally Omitted
- 3.6 Intentionally Omitted
- 3.7 <u>Intentionally Omitted</u>
- **3.8** <u>**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 have, maintain, and provide a copy of 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.</u>

3.8.1 <u>Railroad Protective Liability (Required only if appropriate)</u>

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 have, maintain, and provide proof of 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 Engineer prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Utility Permit.

3.9 <u>Intentionally Omitted</u>

4. <u>Risk of Loss</u>

Except to the extent covered by the Contractor's 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.

5. <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 Utility Permit.

6. <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 written approval has been granted otherwise.

7. <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 any and all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance under this Utility Permit, including claims, damages, losses and expenses arising out of, but not limited to, claims, damages, losses and expenses for deprivations of civil rights, bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, 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 claims, damages, losses or expenses are caused in part by the negligence of a 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 paragraph. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

8. <u>Reservation of Rights</u>

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.

9. <u>Sovereign Immunity</u>

Nothing contained in this Insurance Clause or any other clauses, provisions, documents, attachments, or other portions of the Utility Permit shall be construed to waive the Sovereign Immunity of the County.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2019

IMPORTANT: If the carfindate holder is an ADDITIONAL INSURED, the policy (e) must have ADDITIONAL INSURED provisions or be endorsed. If SUBBOATMONE IS WAVED, subject to the term and conditions of the policy, carting policy (c), carting	THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	LY O	R NEGATI DOES NO	VELY AMEND, EXT		ALTER THE	COVERAGE	AFFORDED BY T	HE POLICIES	
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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
- F. 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 IN-JURY 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 IN-SURANCE.

3. The following replaces Paragraph 6. of SEC-TION III – LIMITS OF INSURANCE:

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
- The following replaces Paragraph a. of the definition of "insured contract" in the DEFINI-TIONS Section:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
- 6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:
 - (b) That is insurance for "premises damage"; or
- Paragraph 4.b.(1)(c) of SECTION IV COMMERCIAL GENERAL LIABILITY CON-DITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

- 1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVER-AGES A AND B of SECTION I – COVER-AGE:
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVER-AGES A AND B of SECTION I – COVER-AGES:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COV-ERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COM-MERCIAL GENERAL LIABILITY CONDI-TIONS:

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:
- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.
- F. WHO IS AN INSURED BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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 "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.** 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.

I. 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:

- a. 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 GEN-ERAL 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 LI-ABILITY CONDITIONS: If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

 "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINI-TIONS Section:
 - c. Any easement or license agreement;
- Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-9H364102-19-26-G

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.



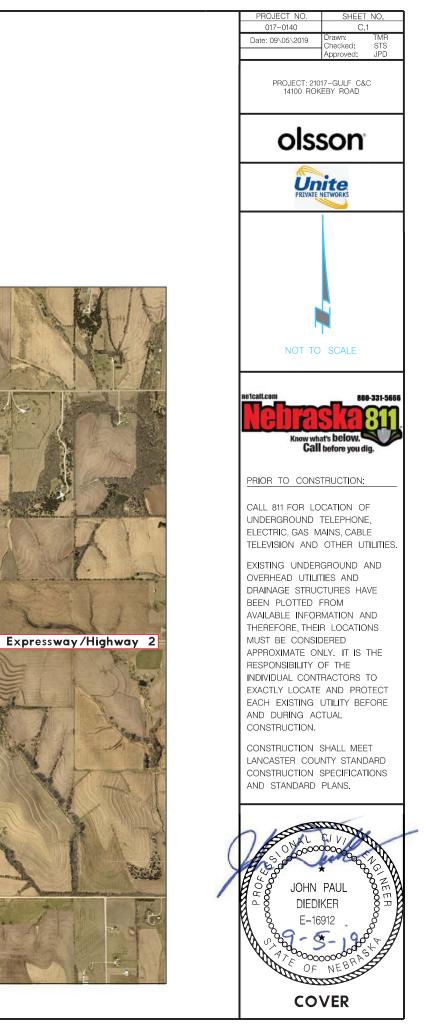
PROJECT COORDINATION CONTACTS						
NAME	AGENCY	PHONE NUMBER	EMAIL			
SHAUN FRYE	UNITE PRIVATE NETWORKS	402-669-7460	SHAUN.FRYE@UPNFIBER.COM			
ALEX OLSON	LANCASTER COUNTY	402-441-8328	AOLSON@LANCASTER.NE.GOV			
KEITH KOHEL	NDOT	402-471-0850	KEITH.KOHEL@NEBRASKA.GOV			

LANCASTER COUNTY, NEBRASKA UNITE PRIVATE NETWORKS 21017-GULF C&C 14100 ROKEBY ROAD

Pankee Hill Road
B B B B B B B B B B B B B B B B B B B
I34th Street
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PERMITS REQUIRED		
DESCRIPTION		
NDOT OCCUPY HIGHWAY 2		
LANCASTER COUNTY		

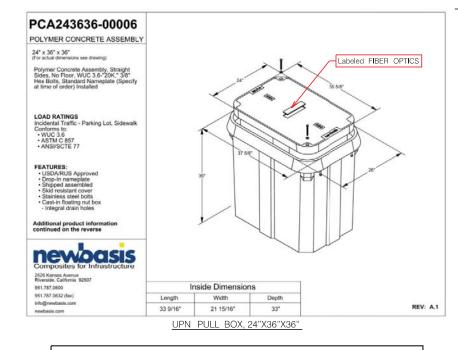
SHEET INDEX
COVER
GENERAL NOTES
FIBER DESIGN

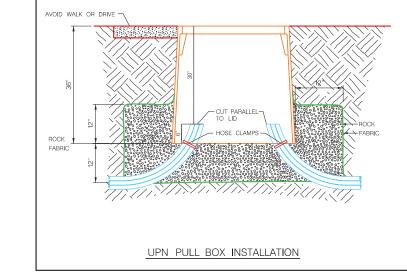


EXISTING CONDUIT	
EXISTING AERIAL FIBER	
BORED CONDUIT	
TRENCHED CONDUIT	
NEW AERIAL FIBER	
NEW AERIAL FIBER, OVERLASH	
MESSENGER CABLE	
NEW PULL BOX	
NEW PEDESTAL	\boxtimes
NEW POLE	\odot
NEW DOWN GUY	
NEW RISER	<
NEW SLACK SPAN	\$
NEW SLACK LOOP	00
EXISTING PULL BOX	D
EXISTING PEDESTAL	\boxtimes
EXISTING UTILITY POLE	0
EXISTING SLACK LOOP	00
EXISTING SPLICE CASE	
EXISTING MANHOLE	0
SIGN	
BARRICADE	<u> </u>
DRUM	۲
BORE PIT	
ARROW PANEL	$\langle \langle \langle \rangle$

CABLE AND CONDUIT DESIGNATIONS

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





SUMMARY OF QUANTITIES				
ITEM	UNIT	QUANTITY		
CONDUIT, 1.5" B	LF.	938		
CONDUIT, 1.5" T	LF.	4,480		
TRACER WIRE	LF.	5,418		
UPN PULL BOX	EA.	4		
FIBER MARKER	EA.	4		
FIBER, 96 SM, UNDERGROUND	LF.	5,418		
FIBER, 96 SM, UNDERGROUND SLACK STORAGE	LF.	500		

ALL FIBER (UNDERGROUND/AERIAL) AND CONDUIT (BORE/TRENCH/PLOW) QUANTITIES ARE MEASURED AS LINEAL FEET BETWEEN CENTERS OF PULL BOXES, CABINETS, AND POLES. QUANTITIES DO NOT ACCOUNT FOR ELEVATION CHANGE OR SLACK.

PROJECT NOTES

- THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY 1 FACILITIES MAY NOT BE INDICATED ON THESE PLANS. UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES UPON THE REQUEST OF THE CONTRACTOR. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF THE UNDERGROUND UTILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL UNDERGROUND AND AERIAL UTILITIES AND CONSTRUCTIONS.
- 2. UNLESS AGREED TO IN WRITING IN ADVANCE BY THE CITY, THE DEPTH OF INSTALLED FACILITIES SHALL BE, AT A MINIMUM, AS FOLLOWS:
 - A FORTY-TWO (42) INCHES IN SOIL
 - В. FORTY-TWO (42) INCHES BELOW A PROJECTED SLOPE FROM THE FLOW LINE OF A DITCH AT A THREE (3) HORIZONTAL AND ONE (1) VERTICAL SLOPE,
 - C. FORTY-EIGHT (48) INCHES UNDER A ROADWAY MEASURED FROM THE SURFACE OF SAID ROADWAY TO THE TOP OF THE INSTALLATION,
 - D. FORTY-EIGHT (48) INCHES UNDER A STORM WATER OR CREEK CHANNEL DESIGN FLOW LINE, AND
 - E. MAINTAIN A MINIMUM OF 24" OF VERTICAL & HORIZONTAL SPACING FROM EXISTING UTILITIES.
- 3. ALL POTHOLES IN SIDEWALK PANELS WILL REQUIRE FULL PANEL REPLACEMENT.
- ANY CUT OR POTHOLE IN A CONCRETE STREETS PANEL WILL REQUIRE FULL 4 PANEL REPLACEMENT.
- 5. ANY CUT OR POTHOLE IN A ASPHALT STREET LANE WILL REQUIRE SEAM TO SEAM ASPHALT MILLING AND REPLACEMENT.





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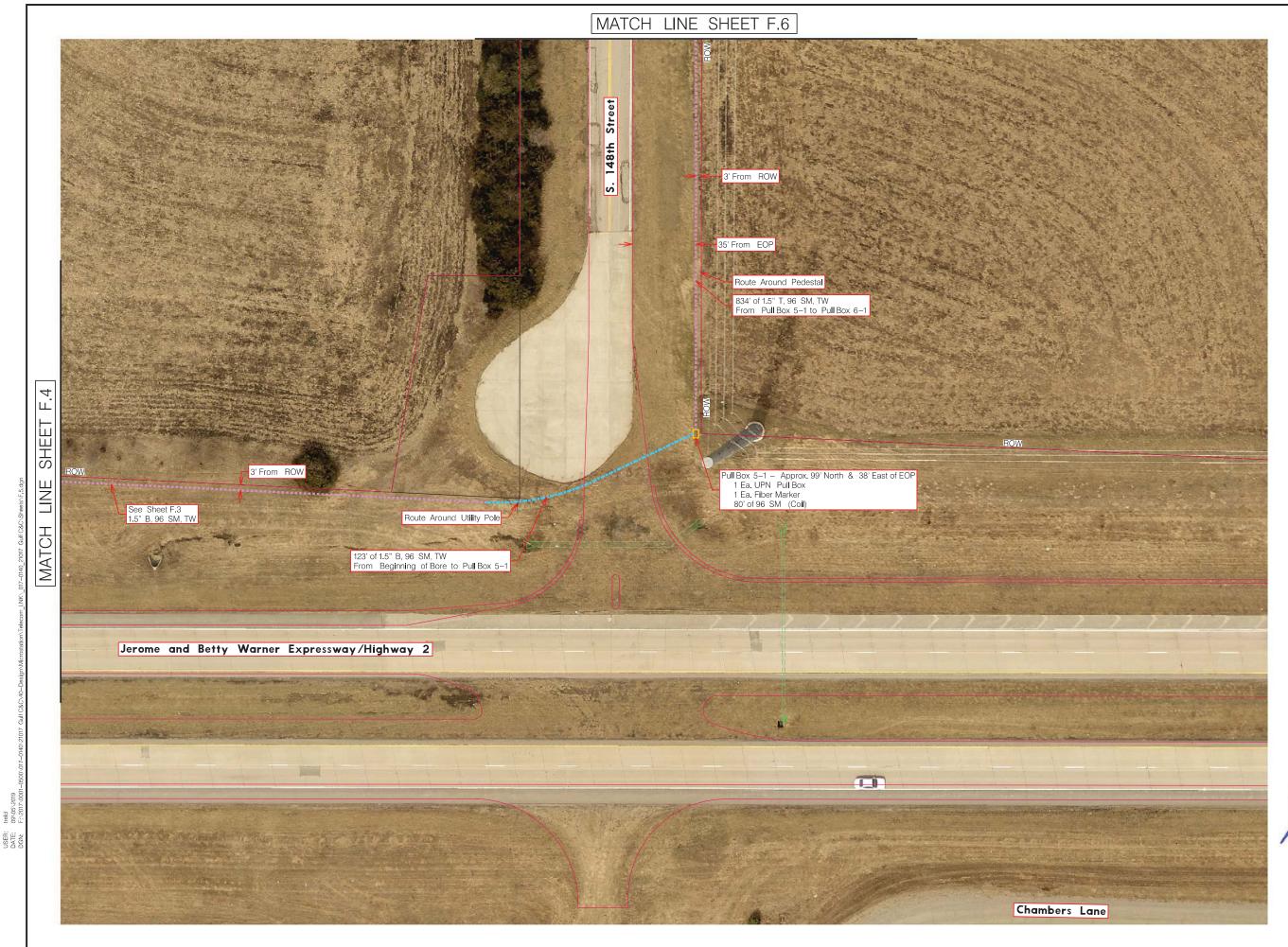




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FIBER DESIGN



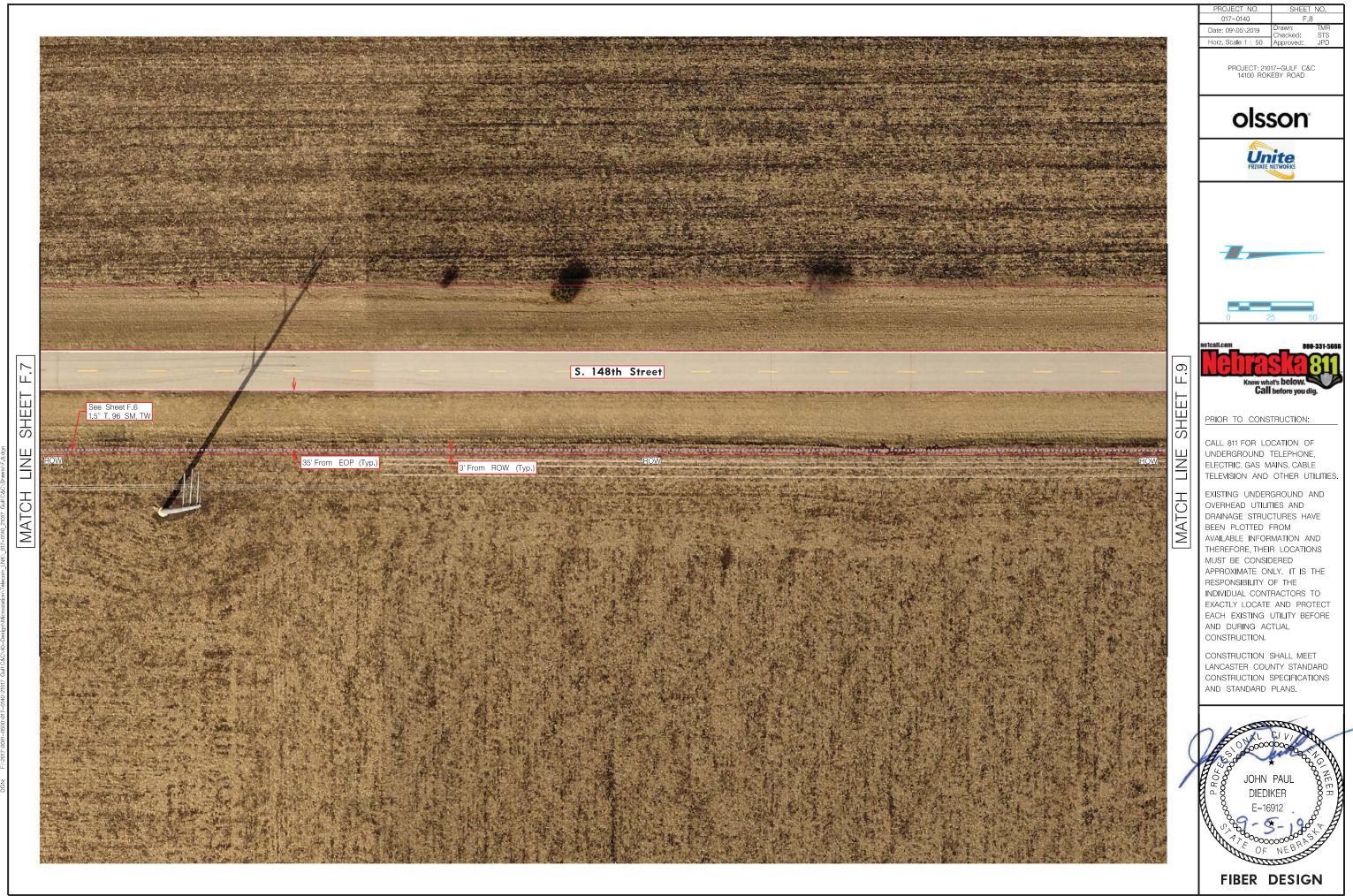
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