Received Date		LANCASTER COUNTY 555 SOUTH 10 <sup>TH</sup> STREET LINCOLN, NE 68508	-	Utility Permit No.				
Application Date		Application to Construct	-	Project or WO No.				
		Utilities On County property	Contract					
			County	Rep.				
Application is hereby ma	ade to LANCASTER	COUNTY by:						
Name:								
Company Name:		Р	hone:					
Address:		E	-Mail:					
To construct a utility or	utilities on County ri	ght-of-way as follows:						
LEGAL DESCRIPTION	-							
UTILITY TO BE CONST								
TYPE	ROCIED	DESCRIPTION	ANN	OTATION				
Other								
PROPOSED UTILITY IN	ISTALLATION							
METHOD	SIZE/WIDTH	DESCRIPTION	DEPTH					
	SIZE/WIDIN	DESCRIPTION		DESCRIPTION				

Other

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

#### 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, 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 opencut crossings to be backfilled with material excavated from trench; no sand or crushed rock backfill will be allowed; and compaction of backfills to a density equal to or greater than the surrounding soil in and around trenches, bore pits, pull boxes, and other utility appurtenances. It also includes replacing roadway and driveway surfacing lost or damaged by construction, and re-seeding of all areas disturbed by the work.

H. Trees within the right-of-way will be preserved by the contractor when possible. All trees, bushes, brush, debris piles, resulting from clearing or grubbing operations will become the property of the contractor and will be removed from county property at the contractor's expense.

- 2. The contractor performing the work shall have onsite a copy of approved utility permit allowing permitted work to be done within County Road Right-of-Way.
- 3. The utility owner or his representative will mark all existing Lancaster County drainage structures along the proposed utility installation route 24 hours prior to construction at a culvert site. All structures will be marked in a manner so as to allow the Utility's Contractor to identify all "Bore" locations.
- 4. The contractor will notify Lancaster County Maintenance Superintendent Bob Jacobs at 402-441-7797, within 48 hours, prior to commencing construction on county right-of way.
- 5. Contractor performing the work to submit insurance certificate naming Lancaster County as additional insured prior to any activities in the right-of-way. Contractor shall also provide Lancaster County a 30 day notice of cancellation, non-renewal or any material reduction of insurance coverage.
- 6. The applicant, or his contractor, shall contact the local utility companies and request location of any buried utilities. Damage to any utilities, either on County right-of-way or adjacent to County right-of-way, shall be repaired at the expense of the applicant or his contractor.

- 7. Future road construction work could necessitate relocation of utilities. Those utility relocation costs shall be borne by the utility owner.
- 8. All trenches shall be backfilled the same day trench was excavated except for the portion where the work is to be continued the next day. The portion left open for work continuation shall be protected by barricades with flashing lights at night. No open trenches in the roadway will be allowed overnight. (Except when such road is closed for construction or except with prior conditional approval to be noted on page #6)
- 9. Roads may be closed for a maximum of 12 hours, with prior review and approval from this office. (See #11 for signage layout)
- 10. Road closures longer than 12 hours will require prior review and shall include an approved detour plan. (See #11 for signage layout)
- 11. Three Type III barricades w/Type A flashing lights shall be placed on each side of construction site. "Road Closed" {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* <u>*Devices.*</u>
- 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. \*\*\*<u>Utility Company and or their Agents shall be responsible to notify the Lancaster County Engineering</u> Department upon completion of permitted utility work.\*\*\*

#### TYPICAL CROSS SECTION OF ROAD CROSSING

(Proposed Drawing by Applicant)

I	(We)	agree	to	construct	the	
---	------	-------	----	-----------	-----	--

(utility)

the provisions included as a part of this permit.

COMPANY:

DATE:

SIGNED BY:

#### 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 Board of Commissioners.

by the Lancaster County

LANCASTER COUNTY BOARD OF COMMISSIONERS

Chairperson

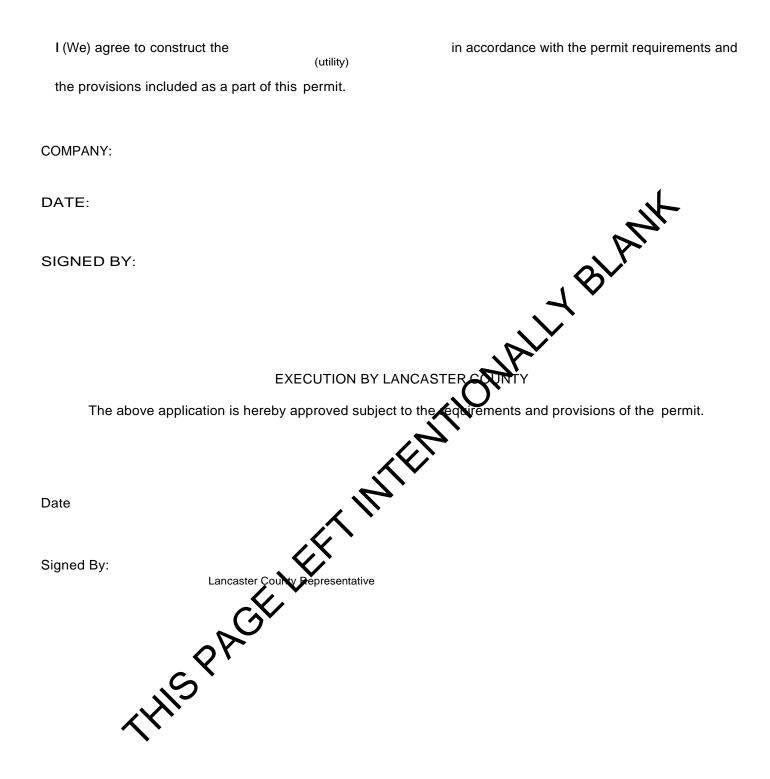
APPROVED as to form

this\_\_\_\_day of\_\_\_\_\_

Deputy County Attorney

REVIEWED this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_

Lancaster County Engineering Representative



#### (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 CONTRACTS

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

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 <u>Workers' Compensation</u>

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 <u>Commercial General Liability</u>

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 <u>Automobile Liability</u>

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 <u>Builder's Risk Insurance</u> (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* 

#### structure or bridge.

### 1.4.1 <u>Waiver of Builder's Risk Insurance Carrier's Subrogation Rights</u>

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 <u>Pollution Liability</u>** (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.

\*Coverage required whenever work under contract involves pollution risk to the environment.

### **1.6 <u>Professional Liability</u>** (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 <u>Railroad Contractual Liability Insurance (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 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

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** <u>**Railroad Protective Liability**</u> (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. <u>Additional Insured</u>

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. <u>Certificates</u>

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

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. <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. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

#### 10. <u>Sovereign Immunity</u>

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

		Client	#: 98	3552				тнсо	N1		
	40		IFI	СА	TE OF LIAB	LIT	Y INSU	JRANC	)E		//DD/YYYY) <b>/2016</b>
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		O Insurance, Inc.				PHONE (A/C, No	, Ext): 402-33			402-33	33-0633
		Westport Parkway, Suite #200 a, NE 68138				E-MAIL	<sub>ss:</sub> kwirth@	insproins.c	om		
		3-5700					- Employ	INSURER(S) AF	FORDING COVERAGE		NAIC #
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		TH Construction Company	/			INSURE					
		PO Box 686				INSURE					
		Gretna, NE 68028				INSURE	RE:				
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INSR LTR		TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		LIMIT	-	
Α	Х	COMMERCIAL GENERAL LIABILITY			5D36921		11/10/2016	11/10/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,00 \$100,	· · · ·
	Х	PD Ded:2,500						-	MED EXP (Any one person)	\$10,0	
								-	PERSONAL & ADV INJURY	\$1,00	
	GEN	A'L AGGREGATE LIMIT APPLIES PER:						-	GENERAL AGGREGATE	\$2,00 \$2,00	
		POLICY JECT LOC						-	PRODUCTS - COMP/OP AGG	\$2,000	,000
Α	AUT	OMOBILE LIABILITY			5E36921		11/10/2016	11/10/2017	COMBINED SINGLE LIMIT (Ea accident)	<sub>\$</sub> 1,000	0,000
	Χ	ANY AUTO						-	BODILY INJURY (Per person)	\$	
	X	ALL OWNED AUTOS HIRED AUTOS X NON-OWNED AUTOS						-	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$	
Α	Х	UMBRELLA LIAB X OCCUR			5J36921		11/10/2016	11/10/2017	EACH OCCURRENCE	\$ \$ <b>10,0</b> 0	0,000
		EXCESS LIAB CLAIMS-MADE						-	AGGREGATE	\$10,00	00,000
•	WOF	DED RETENTION \$			51120024		44/40/0040	11/10/2017	V PER OTH-	\$	
Α	AND	PROPRIETOR/PARTNER/EXECUTIVE			5H36921		11/10/2016	11/10/2017		\$500,0	100
	OFFI	ICER/MEMBER EXCLUDED?	N / A					-	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE		
	If yes	s, describe under CRIPTION OF OPERATIONS below						-		\$500,0	
		ION OF OPERATIONS / LOCATIONS / VEHIC	LES (	ACORE	101, Additional Remarks Schedu	ule, may l	be attached if mo	ore space is requi	ired)		
		istruction Company									
		iler Sales									
Lar	cas	ster County is listed as addition	onal	insu	red on the General Lia	bility a	as required	by permit.			
CEF		ICATE HOLDER				CANC	ELLATION				
Lancaster County S					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 REPRESENT					NTATIVE						

Jeffrey	Я.	Gorgenson
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Lancaster County, NE

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

- A. Section II Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
  - 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

- 2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - **b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

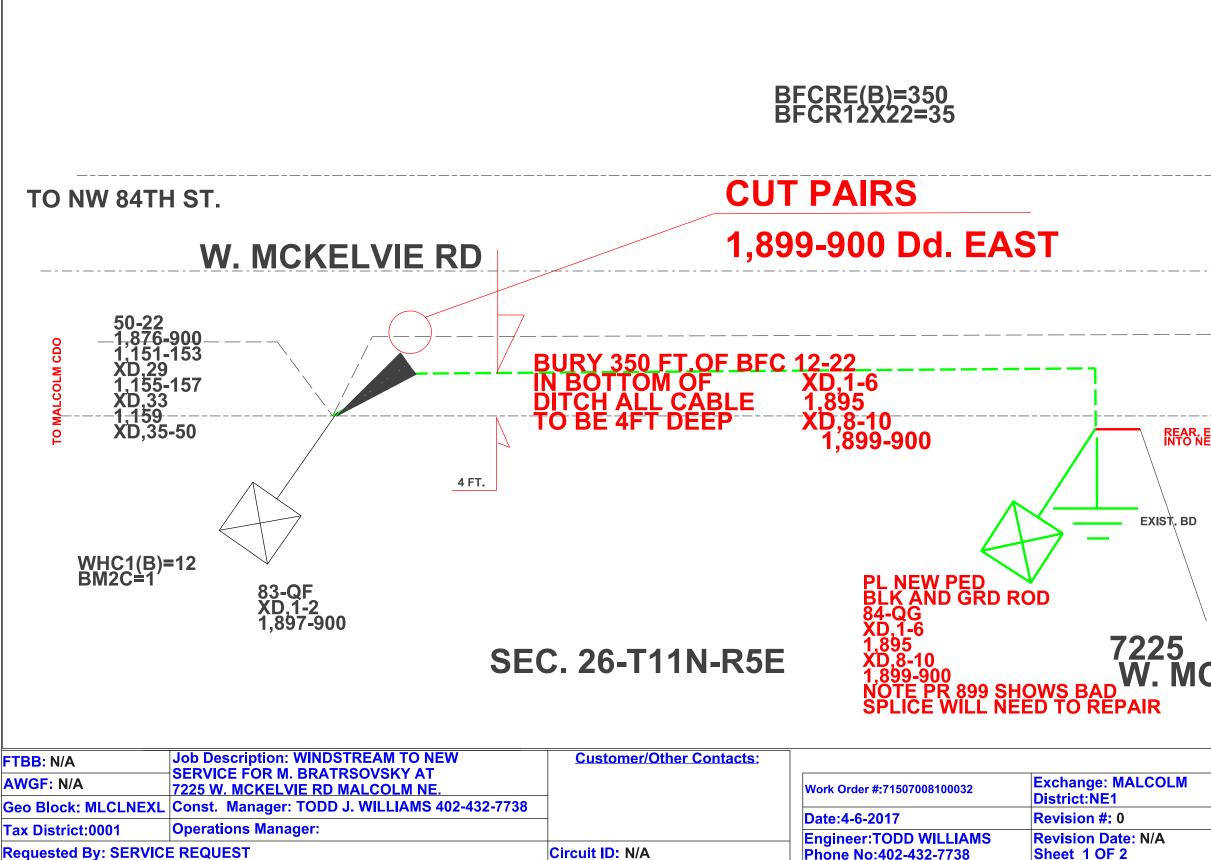
- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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



TH CONSTRU	CTION COME	ANY	EFF DATE:	11/10/16	EXP	DATE:	11/	10/:
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*CG2147	12-07	EXCL-EMPLOYME	NT RELATED PRA	/ PERSONAL				
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*CG2176	01-15		DMGS ACTS OF					
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*CG7001A	10-12	GENERAL LIABI						
*CG7003	10-13		RENCE (OCCURRE					
*CG7141	05-90		ERTY DAMAGE CO					
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		VI VLI	200	1A: H		5D369:	21	170



Л	Cut Sheet Req:	N	]
	Permit Req:	Y	
	MOP Req:	Ν	
	Joint Work Req:	Ν	windstream 🔰 🚺

# 7225 W. MCKELVIE RD

WHC1(B)=12 BM2=1 BG12=1 BD3=1 WBM27=6

REAR. EXIST. BU. DROP INTO NEW PED

## BFC25-24 (1,876-900)1,876-898 (1,876-900)XD,24-25

		84th St			
	W McKelvie Rd		/ McKelvie Rd	WMcKelvie R DOCATION	Rd W McK
FTBB: N/A AWGF: N/A Geo Block: NEMLCL Tax District: 0001	Job Description: WINDSTREAM TO NEW SERVICE FOR M. BRATRSOVSKY AT 7225 W. MCKELVIE RD MALCOLM NE. Const. Manager: TODD J. WILLIAMS 402-432 Operations Manager:	2-7738	Customer/Other Contacts:	Work Order #:71507008100032 Date:4-6-2017	Exchange: MALCOLM District:NE1 Revision #: 0
Requested By: SERVIC			Circuit ID: N/A	Engineer:TODD WILLIAMS Phone No:402-432-7738	Revision Date: N/A Sheet 2 OF 2

