

Received Date

07/10/2017

Application Date

7/10/2017

LANCASTER COUNTY
555 SOUTH 10TH STREET
LINCOLN, NE 68508

Application to Construct
Utilities On County property

Utility Permit No. 1568

Project or WO No. C-17-0503

Contract No.

County Rep. Jim S.

Application is hereby made to LANCASTER COUNTY by:

Name: Zachary Slagle

Company Name: Lincoln Electric System

Address: 2620 Fairfield Street

Lincoln, Nebraska 68521

Phone: 402.416.3367

E-Mail: zslagle@les.com

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

LEGAL DESCRIPTION:

This is a request for approval to have a lane closure on 148th street northbound from the north side of Prairie Home for approximately 2-3 blocks so an Lincoln Electric System crew can set up LES trucks to set 2 new power poles that will replace 2 existing poles that are rotten and need replacement. All this work will take place on the east side of 148th street approximately 30 feet from the east side curb of 148th. My plan is to use All-Roads barricades to set up the lane closure in conjunction with 2 qualified flagmen to stop and release traffic. This closure would start around 9am and be released at 4pm. Official date is yet to be determined and this would be a request for a one day lane closure as I would get 2 LES crews on this to complete in one day.

UTILITY TO BE CONSTRUCTED

TYPE	DESCRIPTION	ANNOTATION
Electric - Overhead	Replace Power Pole	Replacing due to rotten

Other Replacing Rotten Poles *Contact Bob Jacobs at 402-441-7797 48 hours prior to any construction in County Right-of-way.*

PROPOSED UTILITY INSTALLATION

METHOD	SIZE/WIDTH	DESCRIPTION	DEPTH	DESCRIPTION
Aerial	7 feet deep	Setting/Removing		

Other Setting Power Poles 7 feet deep and removal of rotten poles.

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

Lincoln Electric System Crew will be performing the work

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.

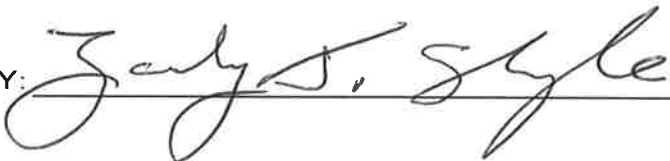
7. Future road construction work could necessitate relocation of utilities. Those utility relocation costs shall be borne by the utility owner.
8. All trenches shall be backfilled the same day trench was excavated except for the portion where the work is to be continued the next day. The portion left 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 Lincoln Electric System in accordance with the permit requirements and
(utility)
the provisions included as a part of this permit.

COMPANY: Lincoln Electric System-Lincoln, Nebraska

DATE: 7/10/17

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 _____ 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 _____ in accordance with the permit requirements and
(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.

Date _____

Signed By: _____
Lancaster County Representative

This Page Intentionally Left Blank

(TO BE FILLED IN BY COUNTY PERSONNEL)

Encasement Requirements:

N/A

Barricade, Signing and Flagging Requirements:

Comply with Section #12 of the Utility Permit Requirements

Methods of Installation:

Electric - Overhead

Minimum Cover Provided in Road Ditches:

N/A

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 must contact Lancaster County Maintenance Superintendent Bob Jacobs (402) 441-7797 within 48-hours prior to beginning construction in the County Right-of-Way.

Additional Comments:

Comply with ALL Sections of the Utility Permit Requirements

Utility Owner/Contractors responsibility to notify Lancaster County upon completion of permitted work.

**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.



1040 O Street, P.O. Box 80869
Lincoln, NE 68501-0869

May 5, 2016

Mr. Alex Olson
Lancaster County Engineering
C/O Right of Way
444 Cherrycreek Road, Building C
Lincoln, NE 68528

Re: Certificate of Insurance

Dear Mr. Olson:

Lincoln Electric System recently completed the "Application to Construct Utilities On County Property" form where a certificate of insurance is required.

Along with the Certificate of Insurance issued through Aon on April 25, 2016 (attached), this letter is to advise you that Lincoln Electric System carries a \$2M self-insured retention for General Liability coverage. Therefore, LES would pay out of pocket the first \$2M for any substantiated general liability claim. LES does carry an Excess Liability policy to cover any substantiated general liability claim in excess of \$2M up to \$10M per occurrence and \$20M aggregate. Since your General Liability insurance requirement does not exceed our self-insured retention amount of \$2M, please use this letter as a substitute for a certificate of insurance with this coverage.

To the fullest extent permitted by law, Lincoln Electric System (the "Indemnitor") shall indemnify, defend, and hold harmless Lancaster County and its board members, officials, directors, officers, members, managers, agents and employees (each an "Indemnified Party") from and against all claims, damages, losses, fines, assessments, and expenses, including, but not limited to, attorneys' fees (collectively, "Losses"), arising out of or resulting from: (a) breach of this Agreement by the Indemnitor; (b) the unlawful acts of the Indemnitor or the Indemnitor's subcontractors; or (c) the negligent or intentional acts or omissions of the Indemnitor or the Indemnitor's subcontractors, provided that in no event shall an Indemnitor be required to indemnify, defend, or hold harmless an Indemnified Party for Losses to the extent such Losses are caused by the negligent or intentional acts or omissions of the Indemnified Party.

If any claim covered by this indemnity is asserted by a third party, the Indemnified Party shall promptly give the Indemnitor notice of the claim and give the Indemnitor an opportunity to defend or settle the claim with counsel of its choice and at its expense, and the Indemnified Party shall extend its full cooperation in connection with the defense, subject to reimbursement for actual out-of-pocket expenses incurred by the Indemnified Party as the result of a request by the Indemnitor. If the Indemnitor fails to defend a claim within a reasonable time, the Indemnified Party shall be entitled to

assume the defense and the Indemnitor shall be bound by the results obtained by the Indemnified Party with respect to the claim, and the Indemnitor shall be liable to the Indemnified Party for its expenses incurred in the defense, including without limitation, reasonable attorneys' fees and any settlement payments.

If you have any questions regarding the above, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan A. Willnerd". The signature is written in a cursive style with a large, looping initial "B".

Bryan A. Willnerd
Treasury & Risk Management

E-mail:
bwillnerd@les.com

Phone #
(402) 473-3324

Fax #
(402) 473-3208



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Omaha NE Office 11213 Davenport Suite 201 Omaha NE 68154 USA	CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400 FAX (A/C. No.): (402) 697-1594		
	E-MAIL ADDRESS:		
INSURED Lincoln Electric Systems 1040 "O" Street Lincoln NE 68508 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: States Self-Insurers Risk Ret Grp		44075
	INSURER B: Midwest Employers Casualty Company		23612
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570067551005 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SEL3017309 SIR applies per policy terms & conditions	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$6,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B	Excess WC			EWC007744 SIR applies per policy terms & conditions	01/01/2017	01/01/2019	EL Each Accident EL Disease - Ea Emp	\$1,000,000 \$1,000,000

Certificate No : 570067551005

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lancaster County is listed as additional insured on the General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County 444 Cherrycreek Road Building C Lincoln NE 68528 USA	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



