

Received Date
8/23/2017

LANCASTER COUNTY
555 SOUTH 10TH STREET
LINCOLN, NE 68508

Utility Permit No. 1583

Application Date
08/23/2017

Application to Construct
Utilities On County property

Project or WO No. 715070030-00065

Contract No. C-17-0717

County Rep. AGO

Application is hereby made to LANCASTER COUNTY by:

Name: Janet O'Shea

Phone: 501-748-4591

Company Name: Windstream Nebraska, Inc.

E-Mail: Janet.O'Shea@windstream.com

Address: 11101 Anderson Drive, Suite 100
Little Rock, AR 72212

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

LEGAL DESCRIPTION:

Sec. 34 T11N, R8E - 1000 ft. South of Alvo Road on the East side of N. 148th Street, Waverly, NE
Windstream proposes to bury new copper cable south of Alvo Road, on the east side of North 148th Street, to clear conflict with Lancaster County Project "148th St. Box Culvert Site H-130".
- SEE ATTACHED PRINTS

UTILITY TO BE CONSTRUCTED

TYPE	DESCRIPTION	ANNOTATION
Communication	Cable, Coax, Fiber	Cable

Other **No utility to be buried directly above a drainage structure. Existing utilities will be separated by 24".**

PROPOSED UTILITY INSTALLATION

METHOD	SIZE/WIDTH	DESCRIPTION	DEPTH	DESCRIPTION
Plow	Size	3"	Depth	- see prints
Continuous Bore	Size	3"	Depth	- see prints

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

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

TH Construction
21651 William Cir., PO Box 686
Gretna, NE 68028

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

COMPANY: Windstream Nebraska, Inc.

DATE: 08/23/2017

SIGNED BY: Janet O'Shea Digitally signed by Janet O'Shea
DN: cn=Janet O'Shea, o=Windstream Nebraska, Inc., ou, email=Janet.OShea@windstream.com,
c=US
Date: 2017.08.23 12:27:42 -0500

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

COMPANY: Windstream Nebraska, Inc.

DATE: 08/23/2017

SIGNED BY: Janet O'Shea

Digitally signed by Janet O'Shea
DN: cn=Janet O'Shea, ou=Windstream Nebraska, Inc., ou, email=Janet.OShea@windstream.com,
c=US
Date: 2017.08.23 12:28:21 -0500

EXECUTION BY LANCASTER COUNTY

The above application is hereby approved subject to the requirements and provisions of the permit.

Date _____

Signed By: _____
Lancaster County Representative

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(TO BE FILLED IN BY COUNTY PERSONNEL)

Encasement Requirements:

NA

Barricade, Signing and Flagging Requirements:

Comply with Section #12 of the Utility Permit Requirements

Methods of Installation:

Bore parallel with N 148th St. for 600'+/- then Plow parallel with N 148th St. for 170'+/-
All utility work to be located within the vicinity of County Structure H-130.

Minimum Cover Provided in Road Ditches:

Comply with Section #1 of the Utility Permit Requirements

Ditch flow lines are going to be lowered up to 3' during construction, check cable depth accordingly.

At 12' west off R-O-W line new cable will be under apron of box culvert. Place new cable at a depth of 16' below existing flow line to avoid being cut by sheeting. See notes on plans.

Other Requirements:

Comply with Section #2 of the Utility Permit Requirements: The Contractor is required to have a copy of the permit in-hand at all times while construction is in progress.

Comply with Section #4 of the Utility Permit Requirements: Contractor to contact Lancaster County Maintenance Superintendent Bob Jacobs (402) 441-7797 within 48-hours prior to beginning construction in the 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.

**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.

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.



EMCASCO INSURANCE COMPANY

POLICY NUMBER: 5D3-69-21---17

TH CONSTRUCTION COMPANY

EFF DATE: 11/10/16

EXP DATE: 11/10/17

GENERAL LIABILITY POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG0300	01-96	DEDUCTIBLE LIABILITY INSURANCE APPLICATION OF ENDORSEMENT (LIMITATIONS): DOES NOT APPLY TO CLASS 49451	
*CG0435	12-07	EMPLOYEE BENEFITS LIABILITY COVERAGE EACH EMPLOYEE \$ 1,000,000 AGGREGATE \$ 2,000,000 DEDUCTIBLE EACH EMPLOYEE \$ 1,000 RETROACTIVE DATE 11/10/2014	
*CG0437	04-13	ELECTRONIC DATA LIAB ENDORSEMENT LOSS OF ELECTRONIC DATA LIMIT \$ 50,000	
*CG2012	04-13	AI-STATE/GOVT AGCY/SUBD/POLIT SUBD/T NAME/CONCESSIONAIRES/JOB TITLES/ POLITICAL ENTITY/ASSOC. OR ORG./ETC. CITY OF LINCOLN	
*CG2028	04-13	AI-LESSOR OF LEASED EQUIPMENT NAME/CONCESSIONAIRES/JOB TITLES/ POLITICAL ENTITY/ASSOC. OR ORG./ETC. JOHN DEERE CONST. & FORESTRY NEBRASKA TRENCHER SALES, INC. NCS EQUIPMENT, INC. AHERN RENTALS, INC.	
*CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
*CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
*CG2167	12-04	FUNGI OR BACTERIA EXCLUSION	
*CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
*CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG2417	10-01	---CONTRACTUAL LIABILITY RAILROADS SCHEDULED RAILROAD/DESIGNATED JOB SITE BURLINGTON NORTHERN	
*CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
*CG7141	05-90	EXTENDED PROPERTY DAMAGE COVERAGE	
*CG7174.3	10-13	AUTOMATIC AI-CONST CONT INCL COMP OP	
*CG7253	12-96	CONTRACTORS EXTENDED PROPERTY DAMAGE	
*CG7276	10-08	LIMITED POLLUTION COV-WORK SITES	\$ 300
*CG7429	11-98	AMEND - AGGREGATE LIMIT PER PROJECT	
*CG7501	10-13	AI-DESIG PERSON/ORGAN-VICAR LIAB NAME/CONCESSIONAIRES/JOB TITLES/ POLITICAL ENTITY/ASSOC. OR ORG./ETC.	

DATE OF ISSUE: 11/21/16

(CONTINUED)

FORM: IL7131A (ED. 04-01)

003

MB

5D36921 1701



FTBB: N/A
 AWGF: N/A
 Geo Block: WVRLNEXL
 Tax District: 0001
 Requested By: LANCASTER COUNTY

Job Description: WINDSTREAM TO REPL. SECTION OF BU. CABLE A/C COUNTY PROJECT H-130 AT N. 148TH ALVO RD
Const. Manager: TODD J. WILLIAMS 402-432-7738
Operations Manager:

Customer/Other Contacts:
 LANCASTER COUNTY
 402-442-7681
 Circuit ID: N/A

Work Order #: 71507003000065
 Date: 9-18-2017
 Engineer: TODD WILLIAMS
 Phone No: 402-432-7738

Exchange: WAVERLY
 District: NE1
 Revision #: 0
 Revision Date: N/A
 Sheet 1 OF 2

Cut Sheet Req: N
 Permit Req: YES
 MOP Req:
 Joint Work Req: N



SEC.33-T11N-R8E

1,601-607
R/X388-1,608
1,609-617
TX388-1,618
1,619
TX388-1,620-621
1,622-641
XD,42
1,643
XD-44
1,645-675
1,726-729
XD,80-96
1,747-750

367-NF

BFC6-22
1,642-643
XD,44
1,645-647

N.148TH ST.

ABANDON 824'
1,601-607
R/X388-1,608
1,609-617
TX388-1,618
1,619
TX388-1,620
RX388-1,621
1,622-643
XD-44
1,645-675
1,726-729
XD,80-96
1,747-750

BURY 900' OF
100-22
1,601-607
R/X388-1,608
1,609-617
TX388-1,618
1,619
TX388-1,620
RX388-1,621
1,622-643
XD-44
1,645-675
1,726-729
XD,80-96
1,747-750

1,601-607
R/X388-1,608
1,609-617
TX388-1,618
1,619
TX388-1,620
RX388-1,621
1,622-675
1,726-729
XD,80-96
1,746-750

TO WAVERLY CDO
TO ALVO RD

361-NF

STA. 14.49.95
START BORE

DITCH FL TO BE LOWERED 3'

0+00

BFCR(1000)=900
BFCR100-22I=600
BFCR100-22=300
BFCRE(48)=300
BFCV(1)(2)=900
WHC1(B)=100
BM2=2
BM61(4)>100=400
BM2C=2

1+50
STA. 16+00

GROUND LEVEL

16' BELOW

***EXISTING
FLOWLINE***

4+50
STA. 19+00

DITCH FL TO BE LOWERED 3'

6+00
STA. 20+00
END BORE

REM
OLD PED

7+70
STA. 21+00

PL NEW BD4 &
GRD ROD
STENCIL PED
AS 341-NF
LP#3

CO. PROJECT H-130
N 148TH BOX CULVERT

EXIST. R.O.W.

SEC.34-T11N-R8E

NOTE PL. 1EA. 2" VAC. I.D.
WITH 100-22 BFC
DUCT IS FOR FUTURE



FTBB: N/A	Job Description: WINDSTREAM TO REPL. SECTION OF BU. CABLE A/C COUNTY PROJECT H-130 AT N. 148TH ALVO RD	Customer/Other Contacts: LANCASTER CO	Work Order #:71507003000065	Exchange: WAVERLY District:NE1	Cut Sheet Req: N
AWGF: N/A	Const. Manager: TODD J. WILLIAMS 402-432-7738	402-441-7681	Date:8-18-2017	Revision #: 0	Permit Req: YES
Geo Block: WVRLNEXL	Operations Manager:	Circuit ID: N/A	Engineer:TODD WILLIAMS Phone No:402-432-7738	Revision Date: N/A Sheet 2 OF 2	MOP Req:
Tax District: 0001					Joint Work Req: N
Requested By: OPERATION MANAGER					windstream