

Received Date
11/01/2017
Application Date
October 31, 2017

LANCASTER COUNTY
555 SOUTH 10TH STREET
LINCOLN, NE 68508

Application to Construct
Utilities On County property

Utility Permit No. 1620
Project or WO No. 71507008100056
Contract No.
County Rep. AGO

Application is hereby made to LANCASTER COUNTY by:

Name: Morgan Rish
Company Name: Windstream Nebraska, LLC
Address: 11101 Anderson Drive, Suite 100
Little Rock, AR 72212

Phone: 501-748-4751
E-Mail: Morgan.L.Rish@windstream.com

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

LEGAL DESCRIPTION:

NW 18th and W. Mill Road: Section 4/9, T-11-N, R-6-E
Extend new 25 pair cable east out of pedestal 129-PH to NW18 Street and then join Norris Public Power trench north on NW 18th Street for approximately 2,000 feet.

** see attached prints

W/O#71507008100056 OSP-7390

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
				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: Jason Hoffman
21651 Williams Cir.
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, LLC

DATE: October 31, 2017

SIGNED BY: Morgan Rish

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

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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:

Extend new 25 pair cable east out of pedestal 129-PH to NW18 Street and then join Norris Public Power trench north on NW 18th Street for approximately 2,000 feet.

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 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.

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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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

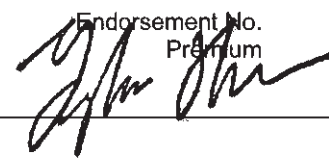
**ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT
REQUIRING SUCH A WAIVER AGREEMENT**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured **TH Construction Company**
Insurance Company
EMC

Effective Policy No.
5H36921

Endorsement No.
Premium

Countersigned by _____



11101 Anderson Drive, Suite 100
Little Rock, AR 72212

October 31, 2017,

James J. Shotkoski, County Surveyor
Lancaster County
444 Cherrycreek Road, Bldg C
Lincoln, NE 68528
ATTN: ROW DEPT.

Dear Mr. Shotkoski:

Windstream proposes to extend new 25 pair cable east out of pedestal 129-PH to NW18 Street and then join Norris Public Power trench north on NW 18th Street for approximately 2,000 feet.

Location: NW 18th and W. Mill Road

Attached are the following documents:

- Lancaster County Application to Construct Utilities on County Property
- Design prints and work area map

If there are no objections to the stated proposal, please sign and send the permit to Morgan.L.Rish@windstream.com, by fax to (330) 425-0653, or to the return address listed above.

Your cooperation concerning this permit application is greatly appreciated. The project engineer is Bob Buller (402-436-4306). If you need any additional assistance, please contact me at (501) 748-4751 or email at Morgan.L.Rish@windstream.com.

Sincerely,

A handwritten signature in blue ink that reads "Morgan Rish". The signature is written in a cursive, flowing style.

Morgan Rish
Analyst Engineering Support



FTBB	Job Description: EXTEND BUZLER CABLE	Customer/Other Contacts:
AMGF:	NUJBYH + W. MILL ROAD	
Geo Block: NESLWRD	Project Manager: BOB BULLER	
Tax District: 0030	Operations Manager: CHRIS WRIGHT	
Requested By: CUSTOMER		Circuit ID:

Work Order #: 715070081	Exchange: RAYMOUR	Cut Sheet Req: N
Date: 10-27-17	District: NE1-Nebraska	Permit Req: Y
Engineer: BOB BULLER	Revision #: 0	MOP Req: N
Phone No: 402-436-4306	Revision Date: N/A	Joint Work Req: Y
	Sheet 2 OF 2	

Windstream

