

Perkins County

PO Box 156
Grant, NE 69140



352-352-7560
Fax 308-352-7562

UTILITY PERMIT NO. _____

DEPARTMENT OF ROADS

Permit to Construct Utilities
on County Right-of-Way

DATE: _____

APPLICANT NAME (PRINT): _____

PHONE: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

The signature of the applicant acknowledges receipt of an agreement to "Appendix A: 'Utility Permit Requirements' and Appendix B: 'Insurance and Indemnification Requirements'".

Appendices A and B are attached and incorporated herewith, along with any other required attachments.

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

LEGAL DESCRIPTION: _____

TYPE OF UTILITY TO BE CONSTRUCTED:

Telecommunications _____ Fiber Optic _____ Non-Fiber Optic _____

Water or Irrigation _____ Pipe Size and Type _____

Sewer _____ Pipe Size and Type _____

Electric _____ Voltage _____

Natural Gas _____ Pipe Size and Type _____

Other _____

PROPOSED METHOD OF INSTALLATION:

Open Trench _____ Width _____ Depth _____

Continuous Bore _____ Size _____ Depth _____

Encasement Pipe _____ Size _____ Type _____

Plowing _____ Length _____ Depth _____

Appendix "A"

UTILITY PERMIT REQUIREMENTS

- 1) The applicant shall furnish Perkins County Road Department P.O. Box 298 Grant NE 69140 with a Certificate of Insurance in accordance with the insurance requirements, "Appendix "B," contained in this permit before permit approval.
- 2) The applicant or his contractor shall contact the One Call Notification Center/Diggers Hotline and request the location of any buried utilities. Damage to any utilities, either in the County right-of-way or adjacent to the County right-of-way, shall be repaired at the applicant's or their contractor's expense. Perkins County is not responsible for utilities in the public right-of-way that are not registered with the One Call Notification Center/Diggers Hotline.
- 3) Areas disturbed by construction shall be restored to pre-construction conditions as much as practical. This includes but is not limited to, compaction of the backfill to a density equal to or greater than the surrounding soil, replacing road and driveway surfacing materials lost during construction, and seeding of the disturbed areas. Weed control of the disturbed areas is the applicant's responsibility and shall be controlled until permanent grass seed is established.
- 4) The pipe under the road shall be one piece, with all fittings located outside the road surface edge. All pipes and encasements conform with the current State of Nebraska Policy for Accommodating Utilities on State Highway Right-of-Way and State of Nebraska Standard Specifications for Highway Construction.
- 5) Paved road crossings shall be dry bored.
- 6) BORING - All lines up to and including 6 inches in diameter may be bored under the road so as not to disturb the road surface. A \$50 permit fee shall be paid to the Perkins County Department of Roads. Bore pits must be filled and compacted equal to pre-construction conditions. Regardless of size, all lines going under a hard-surfaced roadway shall be bored under the road. Lines 6 inches and smaller may be installed via open trench, but the open trench rules and fees must be followed.
- 7) PLOWING – Utilities pulling cable parallel with county road shall pay Perkins County Department of Roads a \$100 permit fee. Installation shall be at the outer 5 feet of the county's right-of-way at a minimum of 4 feet below the bottom of the ditch. Installation other than the aforementioned shall be approved by the county. Cables shall be bored or pushed under culverts or other drainage structures at least 3 feet. Any underground utility facility that crosses a drainage course within the county right-of-way must be installed at least four feet below the drainage structure's or drainage course's flow line. If there is a difference in the elevation between the flow line of the drainage structure and the drainage course, the lowest elevation shall be used. The cable may be attached to bridges if placed inside an approved encasement and with the written permission of the county. The bridge attachment schematic and written permission from the county must be attached to this permit.

- 8) OPEN TRENCH - All lines larger than 6 inches in diameter may be trenched across dirt, gravel, and rock roads but must be bored under hard-surfaced roads. A \$150 permit fee will be paid to the Perkins County Department of Roads. Lines larger than 6 inches may be bored with the same fee as the boring permit fee. All trenches shall be backfilled the same day the trench was excavated except for the portion where the work will be continued the next day. The portion left open for work continuation shall be protected by Type III barricades with flashing lights at night, referencing the current edition of the MUTCD.
- 9) Applicant is responsible for completing their work, restoring the road surface and public right-of-way to pre-construction condition, and maintaining the public right-of-way for damages associated with utility installation as long as the utility remains in the public right-of-way.
- 10) Roads may be closed for a maximum of 24 hours. Emergency services, i.e., the fire department, ambulance, sheriff's office, etc., must be notified at least 48 hours before road closure as to location, length of closure, and any other pertinent information.
- 11) Perkins County reserves the right to inspect barricades and construction procedures and request modifications as necessary to maintain safe traffic passage. All barricading, flagging, warning signs, etc., shall conform to the most current edition of the Manual on Uniform Traffic Control Devices. A signing plan shall accompany this permit and must be approved by the county before permit approval.
- 12) Applicant agrees to and accepts by its signature the terms of the attached Insurance and Indemnification Requirements.
- 13) If the applicant does not restore the road to pre-construction or does so and settling or other problems arise, the Perkins County Road Department will contact the applicant, and the applicant shall remedy any deficiency within the time determined by the Perkins County Highway Superintendent or District Foreman. Suppose the applicant does not cure any such deficiency within the time determined by the Perkins County Highway Superintendent or District Foreman to the reasonable satisfaction of the Perkins County Department of Roads or does not promptly respond when notified by the Perkins County Department of Roads. In that case, the Perkins County Department of Roads shall perform the repair work reasonably and necessary to effect such cure and bill the applicant for expenses incurred. In the event any person, firm, or corporation fails to pay the damages herein, the County may assess such damages upon the property in the same manner as other special taxes for improvements are levied and assessed, or the County may sue any such person, firm, or corporation in any court of competent jurisdiction for the amount of the damages due and payable under the terms and provisions of this Permit. It may recover a judgment against said party for the amount so due together with interest and attorney's fees.
- 14) One set of project construction plans must be attached to the permit.

(TO BE FILLED IN BY COUNTY PERSONNEL)

Encasement Requirements: _____

Methods of Installation (circle appropriate): Boring Plowing Trenching

Other Requirements: _____

Applicant's emergency contact:

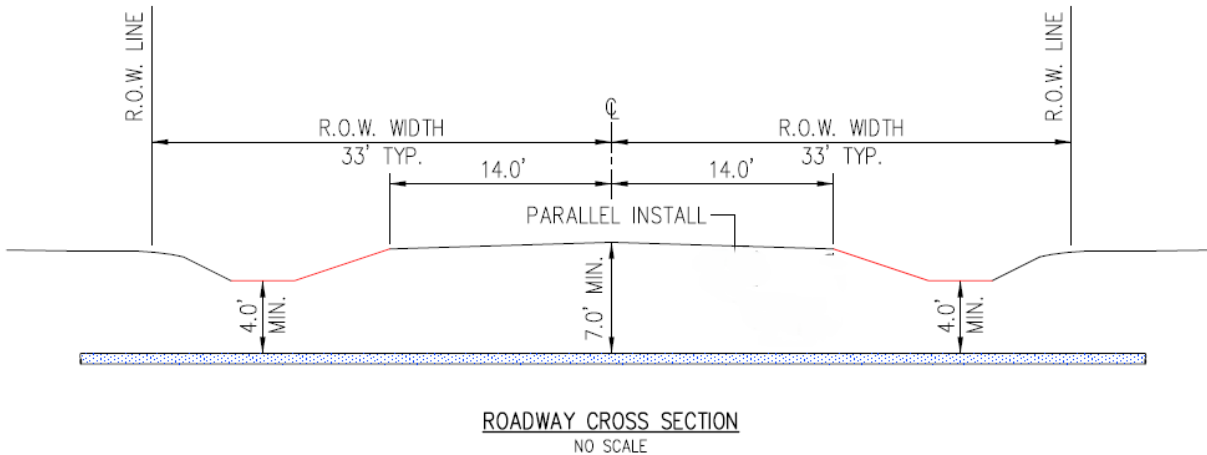
Name (print)

Business Phone

Cell Phone

Home Phone

UTILITY PERMIT REQUIREMENTS



NOTES:

- 1) This type of crossing will be made at all public county roads. No parallel crossing permits will be approved within 20 feet of any drainage structures. (ie. bridges, culverts, or drainage course)
- 2) All open-cut crossings will be backfilled with material excavated from the trench within traveled portions of unimproved roadways. No sand or crushed rock backfill will be allowed. Backfill must be compacted beneath the haunches of the pipe, filling all voids along the pipe. Backfill density to be equal to or greater than the surrounding soil.
- 3) Future road construction work within public right-of-way could necessitate relocation of utilities. The applicant will bear utility relocation costs. The County will work in good faith with the applicant concerning the ultimate decision to relocate any said utility, provide notice of the same, and schedule a time with the applicant to facilitate said relocation.
- 4) Trees and brush removed to facilitate construction shall be properly disposed of at the applicant's expense and not buried or left on county right-of-way.
- 5) Any requirements not covered in this permit shall conform to the State of Nebraska Policy for Accommodating Utilities on State Highway Right-of-Way and the State of Nebraska Standard Specifications for Highway Construction.
- 6) Adequate markers shall be placed on the right-of-way line. The markers shall give the name and address of the utility owner and phone number to contact in case of emergency.

I (We) agree to construct the _____ in accordance with the permit requirements
(Utility)
and provisions included as a part of this permit.

Company: _____ Address: _____
Phone: _____ Signature: _____
Date

EXECUTION BY PERKINS COUNTY

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

Perkins County Highway Superintendent Date

INSURANCE and INDEMNIFICATION REQUIREMENTS

The applicant shall not begin work under this permit until it has obtained all insurance coverage required under this section and such insurance has been approved by the County. The following insurance coverages shall be enforced during the permit's life. They shall be primary concerning any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives, and employees.

A. Workers Compensation and Employers Liability Insurance

The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Worker's Compensation, and \$500,000 for each accident for Coverage B, Employer's Liability.

B. Commercial General Liability Insurance

Coverage shall include liability coverage addressing premises and operations, contractual, independent contractors, and products/completed operations. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury, and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 for each occurrence. If the coverage contains a general aggregate, such limit shall not exceed \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. If written on a claim form, the products/completed operations coverage will be maintained for two years after final payment.

The County is to be named as an additional insured on the insurance coverage required under this section.

C. Automobile Liability Insurance

Coverage shall include liability coverage addressing claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

The County is to be named as an additional insured on the insurance coverage required under this section.

D. Certificate of Insurance

The Applicant shall furnish the County with insurance certificate(s) evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. Suppose the certificate(s) is shown to expire prior to completion of all the terms of this Agreement. In that case, the Applicant shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Applicant shall require every subcontractor to perform work under this permit to maintain the same coverage required of the Applicant in this section, and upon the request by the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverage required in this section.

E. Indemnification-Hold Harmless

The Applicant agrees to indemnify and hold harmless, protect and defend Perkins County and its elected and appointed officials, employees, agents, and representatives against any and all claims, demands, suits, actions, payments, and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from Perkins County or its insurers, because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity associated with the work performed under this permit unless such damages are the direct and sole result of Perkins County's negligence.

APPLICANT _____ Date

REPRESENTATIVE _____