

Received Date

**LANCASTER COUNTY
555 SOUTH 10TH STREET
LINCOLN, NE 68508**

Utility Permit No.

Application Date

**Application to Construct
Utilities On County property**

Project or WO No.

Contract No.

County Rep.

Application is hereby made to LANCASTER COUNTY by:

Name:

Company Name:

Phone:

Address:

E-Mail:

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

LEGAL DESCRIPTION:

UTILITY TO BE CONSTRUCTED

TYPE

DESCRIPTION

ANNOTATION

Other

PROPOSED UTILITY INSTALLATION

METHOD

SIZE/WIDTH

DESCRIPTION

DEPTH

DESCRIPTION

Other

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

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.**

TYPICAL CROSS SECTION OF ROAD CROSSING

(Proposed Drawing by Applicant)

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.

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 _____ (utility) _____ in accordance with the permit requirements and 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

(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 TO BE USED FOR COUNTY CONTRACTS

Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this section, and such insurance has been approved by the Lancaster County Attorney's Office; nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:
Coverage A - Coverage will include Statutory requirements
Coverage B - Employers Liability
\$100,000 Each Person
\$100,000 Each Person by Disease
\$500,000 Policy Limit – Disease

B. General Liability Insurance

The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting the Contractor and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

- \$1,000,000 Each Occurrence
 - \$1,000,000 Personal Injury
 - \$2,000,000 Products/Completed Operations
 - \$2,000,000 General Aggregate
1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
 2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
 3. Coverage shall also include Products/Completed Operations.
 4. Lancaster County shall be named as Additional insured (CG2010 or equivalent).
 5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).

Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.

E. Minimum Scope of Insurance

Minimum Scope of Insurance: AU 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 A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.

D. Certificate of Insurance

Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, 8, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.