UTILITY PERMIT NO. _____

HARLAN COUNTY DEPARTMENT OF ROADS
P.O. box 227 Alma, NE 68920
308-928-9800

Permit to Construct Utilities
on County Right-of-Way

DATE: _____

APPLICANT NAME (PRINT): _____ PHONE: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

Signature acknowledges receipt of and 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; W/MAP : _____

_____

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 _____

Power Poles _____

NAME, ADDRESS and PHONE NUMBER OF CONTRACTOR PERFORMING THE WORK

_____

UTILITY PERMIT REQUIREMENTS

1) The applicant shall furnish Harlan County Road Department (county address) with a Certificate of Insurance in accordance with the insurance requirements, "Appendix "B", contained in this permit prior to permit approval.

2) The applicant, or his contractor, shall contact the One Call Notification Center/Diggers Hotline 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 their contractor. Harlan County is not responsible for utilities in public right-of-way that are not registered with One Call Notification Center/Diggers Hotline.

3) Areas disturbed by construction shall be restored to pre-construction condition 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 responsibility of applicant and shall be controlled until permanent grass seed is established.

4) Pipe under road shall be one piece with all fittings located outside road surface edge. All pipe and encasements to 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 road surface. A $50 permit fee shall be paid to Harlan County Department of Roads. Bore pits must be filled and compacted equal to pre-construction condition. All lines going under a hard surfaced roadway, regardless of size, 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 a $100 permit fee to Harlan County Department of Roads for each mile of road affected. Installation shall be made a minimum 5 feet inside the edge of either side of the dirt, gravel or rock road and a minimum 3 feet in depth. Installation other than aforementioned shall be approved by the county. Cable shall be bored or pushed under culverts or other drainage structures. Any underground utility facility that crosses a drainage course within the county right-of-way must be installed a minimum four feet below the flow line of the drainage structure or drainage course. 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. Cable may be attached to bridges if placed inside approved encasement and with written permission of the county. Bridge attachment schematic and written permission by 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 Harlan 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 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 Type III barricades with flashing lights at night, reference the current edition of the MUTCD.

9) HORIZONTAL CLEARANCE FOR GROUND–MOUNTED FACILITIES – Power poles, anchors, hydrants or any other above ground facility shall be located as close to the right-of-way line as possible. Manholes shall not protrude above the surrounding ground. Under NO circumstances may anchors be installed within roadway horizontal clear zone. All cable anchors shall be delineated with yellow, high-intensity, retroreflective tape on a plastic type sleeve installed on cable anchor.

10) Applicant is responsible for the completion of their work, restoration of the road surface and public right-of-way to pre-construction condition and for maintenance to the public right-of-way for damages associated with utility installation as long as utility remains in public right-of-way.

11) Roads may be closed for a maximum of 24 hours. Emergency services, i.e. fire department, ambulance, sheriff's office, etc. must be notified at least 48 hours prior to road closure as to location, length of closure, and any other pertinent information.

12) Harlan County reserves the right to inspect barricades and construction procedures and request modifications as necessary to maintain safe passage of traffic. 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 prior to permit approval.

13) Applicant agrees to and accepts by its signature the terms of the attached Insurance and Indemnification Requirements.

14) If applicant does not restore road to pre-construction, or does so and settling or other problems arise, the Harlan County Road Department will contact the applicant and the applicant shall remedy any deficiency within the time determined by the Harlan County Highway Superintendent or his designee. If the applicant does not cure any such deficiency within the time determined by the Harlan County Highway Superintendent or his designee to the reasonable satisfaction of the Harlan County Department of Roads, or does not promptly respond when notified by the Harlan County Department of Roads, then the Harlan County Department of Roads shall perform the repair work reasonable 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 and may recover a judgment against said party for the amount so due together with interest and attorneys fees.

15) One set of project construction plans must be attached to the permit.

(TO BE COMPLETED BY COUNTY PERSONNEL)

Encasement Requirements: _____

Methods of Installation (circle appropriate): Boring Plowing Trenching Power Poles

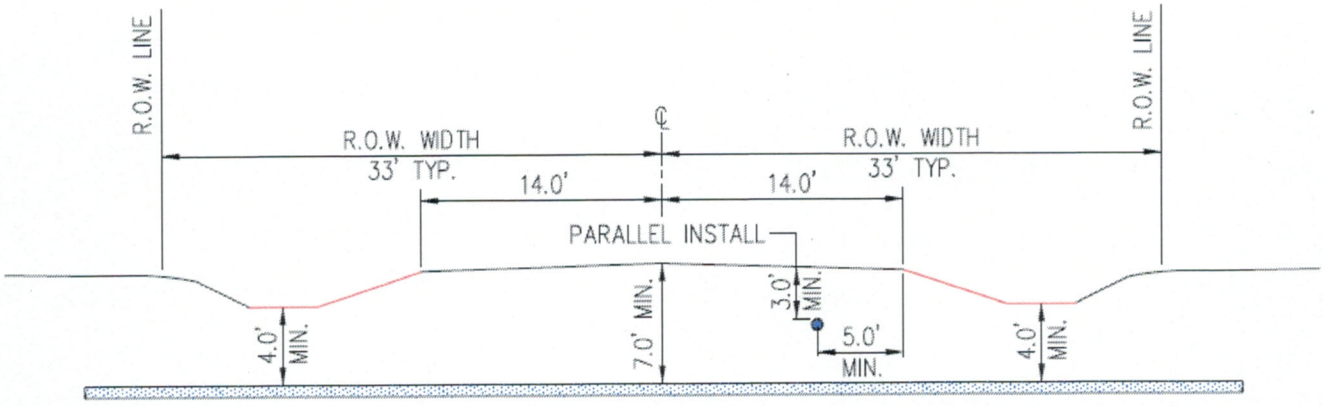
Other Requirements: _____

Applicant's emergency contact:

_____
Name (print)

_____
Business Phone Cell Phone Home Phone

UTILITY PERMIT REQUIREMENTS



ROADWAY CROSS SECTION
NO SCALE

NOTES:

1) This type of crossing to be made at all public county roads.

2) No utility will be buried directly above a drainage structure, **regardless of the burial depth.**

3) Within traveled portion of unimproved roadways, all open cut crossings to be backfilled with material excavated from trench. No sand or crushed rock backfill will be allowed. Backfill must be compacted beneath haunches of pipe filling all voids along pipe. Backfill density to be equal to or greater than surrounding soil.

4) Future road construction work, within public right-of-way, could necessitate relocation of utilities. Utility relocation costs will be borne by the applicant. The County will work in good faith with the applicant with respect to the ultimate decision to re-locate any said utility, provide notice of the same and schedule a time with the applicant to facilitate said relocation.

5) Trees and brush removed to facilitate construction shall be properly disposed of at applicant's expense and not buried or left on county right-of-way.

6) 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.

7) 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 HARLAN COUNTY

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

_____
Harlan County Authorized Representative Date

INSURANCE and INDEMNIFICATION REQUIREMENTS

The applicant shall not begin work under this permit until it has obtained all insurance coverages required under this section and such insurance has been approved by the County. The following insurance coverages shall be kept in force during the life of the permit and shall be primary with respect to 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, Workers Compensation and $500,000 each accident for Coverage B, Employers 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 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than $2,000,000. The products/completed operations limit shall not be less than $2,000,000. If written on a claims made form, the products/completed operations coverage is to 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 a certificate(s) of insurance evidencing the coverages 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. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Applicant shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Applicant shall require each and every subcontractor performing work under this permit to maintain the same coverages 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 Subcontractors insurance coverages required in this section.

E. Indemnification-Hold Harmless

The Applicant agrees to indemnify and hold harmless, protect and defend Harlan 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 Harlan 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 HarlanCounty's negligence.

APPLICANT _____

Date

REPRESENTATIVE _____