

FILLMORE COUNTY DEPARTMENT OF ROADS

615 F Street, Box 149 - Geneva, NE 68361
Phone (402) 759-3611

**Permit to Construct Telecommunications Utilities
On County Right-of-Way**

DATE: _____

APPLICANT NAME
(Print Clearly): _____ PHONE: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

Signature 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.

There is a \$50.00 charge for this permit.

This Permit is valid for 90 days from date of issue.

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

Legal Description: _____

Road _____ between Road _____ and Road _____

TYPE OF UTILITY TO BE CONSTRUCTED:

Telecommunications _____ Fiber Optic Non Fiber Optic

PROPOSED METHOD OF INSTALLATION:

Continuous Bore _____	Size _____	Depth _____
Encasement Pipe _____	Size _____	Type _____
Plowing _____	Length _____	Depth _____

Name, Address, and Phone number of Contractor Performing the work.

Utility Permit Requirements

The applicant shall furnish the County Clerk or Roads Department with a certificate of insurance in accordance with insurance requirements, "Appendix B", contained in the permit approval. This requirement applies to utility installations of all types.

The applicant or their contractor shall notify Diggers Hotline and request location of any buried utilities. Damage to any utilities, either on the County right-of-way or adjacent to county right-of-way, shall be repaired at the expense of applicant or their contractor. This applies to all utility types.

Telecommunications Installation

Plowing of telecommunications lines is permitted as follows. Installation shall be made a minimum of 2 feet away from the edge of either side of the dirt, gravel, or rock road. Burial shall be a minimum of 3 feet depth. Any variation of these conditions shall be submitted in advance of the work being performed and must be approved by the County. Communication cables shall be forced or pushed under culverts or other drainage structures. Any installation that crosses a drainage course within the county right-of-way must be installed a minimum of 4 feet below the flow line of the drainage structure or drainage course. If the drainage structure and the flow line differ in elevation, the lower of the elevations shall be used.

General Requirements All Utilities

Insurance per "Appendix B"

Notification of Diggers Hotline

Areas disturbed by utility installation shall be restored to pre-construction conditions.

Any damage to utilities, on, adjacent, or under the county right-of-way shall be repaired at the expense of the applicant or their contractor.

Applicants are responsible for completion of their work, restoration of road surface and road right-of-way to preconstruction condition and for maintenance to the public right-of-way for damages associated with the utility installation as long as the utility remains in or under the right-of-way.

Roads may be closed for a maximum of 24 hours with the Highway Superintendent approval. All emergency services and the County Highway Superintendent must be notified before the road is closed.

Fillmore County reserves the right to inspect barricades, signage, and construction procedures. The County may require modifications necessary to maintain safe passage of traffic. All notification devices shall conform to the most recent Manual on Uniform Traffic Control Devices. A signing plan shall accompany the permit application and must have County approval prior to the commencement of work.

If future construction or maintenance activity is required by the County and requires re-location of any utility from within or under the road right-of-way, the cost of relocation will be borne by the applicant. The County will work in good faith with respect to the decision to relocate, provide notice of relocation, and schedule a time to facilitate the re-location.

Trees, brush, or other material removed to facilitate utility installation shall be properly disposed at applicant's expense. Such material shall not be left or buried on the right-of-way.

Any requirements not covered in this permit shall conform to the latest edition of the State of Nebraska Standard Specifications for Highway Construction.

No utility may be buried directly above a drainage structure, regardless of burial depth.

No anchors, hydrants, or other ground mounted facilities will be placed in the right-of-way, unless allowed under the telecommunications section.

Cautionary signage may be permitted at the edge of the right-of-way subject to County Board approval. Requests shall include exact location, schematic or requested signage, and installation details.

TO BE COMPLETED BY COUNTY PERSONNEL

Methods of Installation
(circle appropriate):

Boring

Plowing

Other Requirements: _____

Applicants Emergency contact:

Name (print)

Business phone

Cell phone

Notes:

1. This type of crossing is 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. Future road construction work, with 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.
4. 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.
5. Any requirement 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.

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

Company: _____ Phone: _____

Address: _____

Signature: _____ Date: _____

Execution by Fillmore County

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

Fillmore County Authorized Representative

Date

Insurance and Indemnification Requirements

A. 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.

B. Certificate of Insurance

The applicant shall furnish the County with a certificate(s) of insurance, 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. 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.

C. Indemnification – Hold Harmless

The Applicant agrees to indemnify and hold harmless, protect and defend Fillmore 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 cost and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from Fillmore 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 Fillmore County's negligence.

Applicant _____ Date _____

Representative _____

Paid: Cash or Check By: _____

Check # _____ Date: _____