

PHELPS COUNTY DEPARTMENT OF ROADS  
1305 SECOND STREET  
HOLDREGE NE 68949

Permit to Construct Utilities  
On County Right-of-Way

DATE: \_\_\_\_\_

Application is hereby made to Phelps County Department of Roads by:

NAME (*PRINT*): \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

**LEGAL DESCRIPTION:** \_\_\_\_\_  
*(exact location where work is being performed)*  
\_\_\_\_\_  
\_\_\_\_\_

**TYPE OF UTILITY TO BE CONSTRUCTED:**

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:**

Plowing \_\_\_\_\_

Open Trench \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

Continuous Bore \_\_\_\_\_ Size \_\_\_\_\_ Depth \_\_\_\_\_

Encasement Pipe \_\_\_\_\_ Size \_\_\_\_\_ Type \_\_\_\_\_

NAME, ADDRESS, AND PHONE # OF CONTRACTOR PERFORMING WORK

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **UTILITY PERMIT REQUIREMENTS**

- 1) The applicant shall furnish **PHELPS COUNTY DEPARTMENT OF ROADS** (1305 2<sup>nd</sup> Street, Holdrege NE 68949) with a Certificate of Insurance in accordance with the insurance requirements contained in this permit prior to permit approval.
- 2) The applicant, or his contractor, shall contact the One Call Notification Center and request the 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. Phelps County is not responsible for utilities in public right-of-way that are not registered with One Call Notification Center.
- 3) Areas disturbed by construction shall be restored to pre-construction condition as much as practical. This includes 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 area 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 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” in diameter may be bored under the road so as not to disturb road surface. A **\$50 permit fee** shall be paid to **PHELPS 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” 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 **PHELPS COUNTY DEPARTMENT OF ROADS**. The applicant will pay for any damage to county road culverts or other structures during the installation of said cable.
- 8) **OPEN TRENCH** – All lines larger than 6” in diameter may be trenched across dirt and gravel roads but must be bored under pavement. A **\$150 permit fee** shall be paid to **PHELPS COUNTY DEPARTMENT OF ROADS**. Lines larger than 6” 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 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.
- 9) 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 directly traceable to utility installation as long as utility remains in public right-of-way.
- 10) Roads may be closed for a maximum of 24 hours. Emergency services, i.e. Fire Dept., Ambulance, Sheriff’s Office, etc., must be notified at least two days prior to road closure as to location, length of closure, etc.
- 11) Phelps County reserves the right to inspect barricades and construction procedures and request modifications as necessary to maintain safe passage of traffic. All barricading, flagmen, warning signs, etc. shall conform to the current Manual on Uniform Control Devices. A signing plan shall accompany this permit and must be approved by the county prior to the permit being approved.

- 12) Per Section E (Under Insurance & Indemnification Requirements Section), the applicant agrees to indemnify Phelps County for third party damages directly attributable to applicant's activities on public right of way covered by this permit.
- 13) If applicant does not restore road to pre-construction condition, or does so and settling or other problems arise, the PHELPS COUNTY ROAD DEPARTMENT will contact the applicant and the applicant shall remedy any deficiency within the time determined by the Phelps County Highway Superintendent or his designee. If the applicant does not cure any such deficiency within the time determined by Phelps County Highway Superintendent or his designee to the reasonable satisfaction of the PHELPS COUNTY DEPARTMENT of ROADS, or does not promptly respond when notified by the PHELPS COUNTY DEPARTMENT of ROADS, then the PHELPS 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.
- 14) Applicant will be responsible for maintenance and repair of all regraded portions of the roadway to include annual upkeep and repairs as necessary due to water flow over any auxiliary spillways.
- 14) One set of project construction plans must accompany the permit.

**APPLICANT AND/OR LANDOWNER CONTACT INFORMATION:**

Name (print): \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

**(TO BE COMPLETED BY COUNTY PERSONNEL)**

Encasement Requirements: \_\_\_\_\_

Methods of Installation (circle appropriate):

BORING

PLOWING

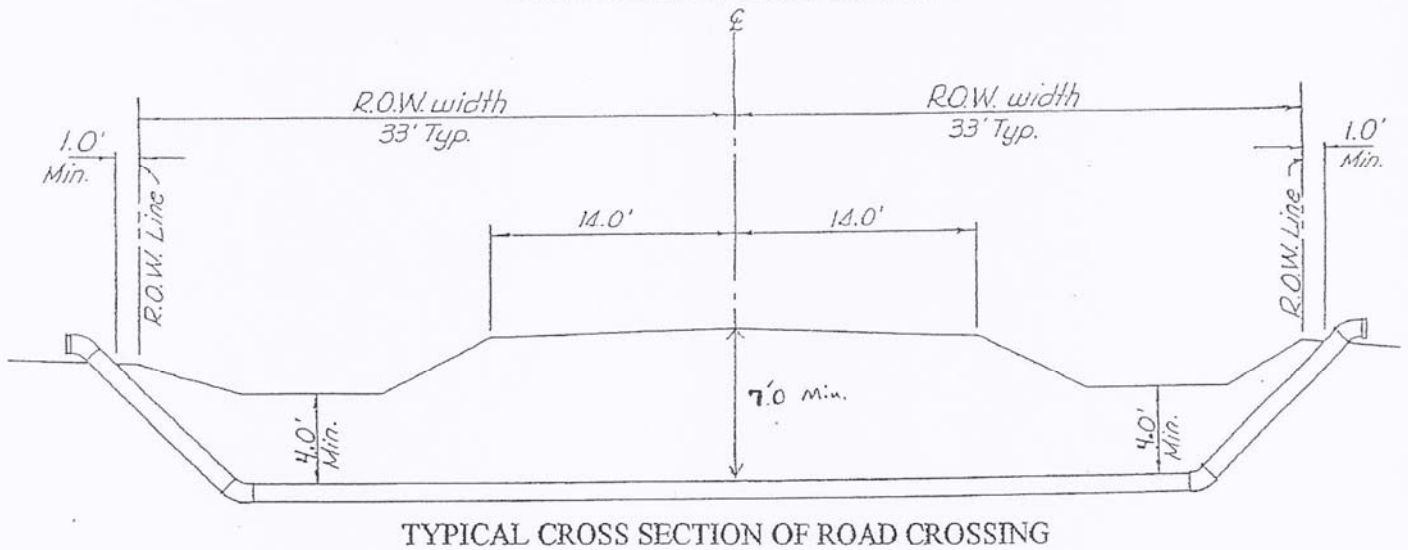
TRENCHING

Other Requirements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## UTILITY PERMIT REQUIREMENTS



### **NOTES:**

- 1) This type of crossing is to be made at all public roads.
- 2) 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.
- 3) Future road construction work, within public right-of-way, could necessitate relocation of utilities. Utility relocation costs will be borne by the utility owner. 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.
- 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.

## ***INSURANCE & INDEMNIFICATION REQUIREMENTS***

The following insurance coverage shall be kept in force during the construction period and shall be primary with respect to any insurance or self-insurance programs covering Phelps County, its supervisors, officials, agents, representatives and employees. Phelps County is to be named as an additional insured on the liability insurance coverage required under this section.

### **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 broad form property damage, contractual liability, independent contractors' protection, products/completed operations and X.C.U. coverage. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury, and property damage.

The minimum acceptable limit of liability shall be \$1,000,000 for each occurrence. If the coverage contains a general aggregate, such limit shall be not less than \$2,000,000. The products/completed operations limit shall not be less the \$2,000,000.

If written on a claim made form, the products/completed operations coverage is to be maintained for two years after release of project completion.

### **C. AUTOMOBILE LIABILITY INSURANCE**

Coverage shall be against 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.

### **D. CERTIFICATE OF INSURANCE**

Phelps County shall be furnished with a certificate(s) of insurance evidencing the coverage required in this section. If the certificate(s) is shown to expire prior to completion of all terms of this permit, the applicant shall furnish a certificate(s) of insurance evidencing renewal of its coverage to Phelps County.

The applicant shall require each and every contractor and subcontractor performing work under this permit to maintain the same coverages required of the applicant in this section, and upon request of Phelps County, shall furnish the County with a certificate(s) of insurance evidencing the contractors or subcontractors insurance coverages required in this section.

### **E. INDEMNIFY/HOLD HARMLESS**

The applicant agrees to indemnify and hold harmless, protect and defend Phelps County and its board of commissioners, officers, agents, representatives and employees from and against any and all losses, claims, demands, suits, actions, payments and judgments, arising from the construction, operation, maintenance or removal of said utility or regraded portion(s) of the roadway maintained by the applicant, to include suits for personal injury or damages, otherwise brought or recovered against Phelps County or its board of commissioners, officers, agents, representatives and employees by reason of any act or omission of the applicant, its directors, officers, agents, representatives, servants, or employees, subcontractors, guest or otherwise incident to or resulting from the work performed under this permit, including any and all cost and expense, legal or otherwise, incurred by Phelps County and its board of commissioners, officers, agents, representatives, and employees in the defense of any claim or suit.

**Applicant agrees to construct the \_\_\_\_\_ in accordance with the permit requirements and provisions included as a part of the permit.**  
(electric, gas, sewer, water)

Company: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date

**EXECUTION BY PHELPS COUNTY**

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

\_\_\_\_\_  
Phelps County Highway Superintendent/Foreman/County Representative Date