

UTILITY PERMIT NO. _____

WAYNE COUNTY DEPARTMENT OF ROADS
Highway Supt. Kyle Huff
510 Pearl St, Wayne, NE 68787
Email: roads@waynecountyne.gov Phone: 402-375-2288

Permit to Construct Utilities on County Right-of-Way

Date: _____

APPLICANT NAME/PERMIT HOLDER (PRINT): _____ PHONE: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____ EMAIL: _____

Signature acknowledges receipt of and agreement to "Appendix A: 'Utility Permit Requirements' and Appendix B: 'Insurance and Identification 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:

Communications: _____ Fiber Optic _____ Cable _____ Tower _____ Other

_____ Water or Irrigation (circle one) Pipe Size and Type _____

_____ Sewer or Feedlot Waste (circle one) Pipe Size and Type _____

_____ Electric: Voltage _____ Buried _____ Overhead _____ Number of Poles _____

_____ Natural Gas Pipe Size and Type _____

_____ OTHER: _____

PROPOSED METHOD OF INSTALLATION:

_____ Open Trench Width _____ Depth _____

_____ Directional/Continuous Bore Size _____ Depth _____

_____ Encasement Pipe Size _____ Type _____

_____ Plowing Length _____ Depth _____

Date old line will be abandoned _____

Expected State Date: _____ Expected Completion Date: _____

CONTRACTOR PERFORMING THE WORK

Name: _____

Address: _____

Contractor's Representative: _____

Email: _____ Phone: _____

Applicant's emergency contact:

Name (print) Email: _____

Name (print) Cell Phone Home Phone

TO BE FILLED IN BY COUNTY PERSONNEL)

Encasement Requirements: _____

Methods of Installation (circle appropriate): Boring Plowing Trenching

Other Requirements: _____

UTILITY PERMIT REQUIREMENTS

- 1) The applicant shall furnish Wayne County Road Department 510 Pearl St. Wayne, NE, 68787 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 in the County right-of-way or adjacent to County right-of-way, shall be repaired at the expense of the applicant or their contractor, Wayne County is not responsible for utilities in public right-of-way that are not registered with One Call Notification Center/Diggers Hotline,
- 3) **Copy of Permit.** The Applicant/Contractor(s) performing the work shall at all times have on-site a copy of the approved Permit allowing permitted work to be done within the County Rights-of-Way.
- 4) If the need for a road closure has been determined, three (3) Type III barricades w/Type A flashing lights shall be placed on each side of the construction site, "Road Closed" [R11-2] signs shall be mounted on the middle barricade, as per the MUTCD, and placed on each side of the construction site. At the nearest intersection each way from crossing, a "Road Closed 500 Feet Ahead -Local Traffic Only [R11-3] sign shall be placed.

All barricading, flag people, warning signs and other traffic control measures implemented pursuant to this Permit Application shall conform to the current *Manual on Uniform Traffic Control Devices*. Wayne County reserves the right to inspect barricades and construction procedures and request modifications as necessary to maintain safe passage of traffic. **A signing plan shall accompany this permit and must first receive approval by the county prior to permit approval.**

- 5) If equipment is left unattended on public right-of-way, it shall be parked as far away as possible from the edge of the roadway. Type III Barricades shall be positioned at each end of the piece of equipment. No equipment shall block traffic control devices,
- 6) 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. Any roadway with the plowed installation method shall be mechanically compacted to the satisfaction of the county. Weed control of the disturbed areas is the responsibility of applicant and shall be controlled until permanent grass seed is established.
- 7) 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.
- 8) **CROSSINGS** - Paved road crossings shall be dry bored. All crossings with existing utilities will be separated by a minimum of twenty-four (24) inches.
- 9) **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 \$500 per bore fee shall be paid to Wayne 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.

- 10) **PLOWING** - Utilities pulling cable parallel with county road shall pay a \$2,500 per mile permit fee to Wayne County Department of Roads. With a minimum fee of a mile. Installation shall be made a minimum 3 feet inside the edge of either side of the dirt, gravel or rock road and a minimum 3 feet in depth. Installation other than methods listed in this permit must be approved by the county. Cables must 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. Indicator tape of warning color shall be buried at a depth of eighteen (18) inches to twenty-four (24) inches deep above the location of underground utility installation. **NO FACILITIES WILL BE BURIED DIRECTLY ABOVE ANY DRAINAGE STRUCTURE, REGARDLESS OF THE BURIAL DEPTH.**
- 11) **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 \$5,000 per mile permit fee will be paid to Wayne County Department of Roads. With the minimum fee of a mile. 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 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, referring to the most current edition of the MUTCD.
- 12) **Financial Assurance Prior to construction.** Not less than fifteen (15) days prior to commencement of the Construction period, Permit Holder shall provide to Wayne County with a bond issued by a sound financial institution with a rating of BBB or better in a form reasonably acceptable to the County in the amount of at least ½ the permitting fee (minimum of \$10,000). The parties acknowledge that the exact terms of the bond may be subject to terms required by the financial institution issuing such bond. The bond shall provide security to the County for permit holder's obligations to the County hereunder. Upon: (i) two years after the end of the Construction period, or (ii) Permit holder fulfilling all of its repair obligations set forth hereunder, Permit holder shall not have to maintain the bond which shall be canceled and returned. The bond is to reimburse the County for the cost of repair of any road damages and/or Additional Maintenance which are the responsibility of the permit under this agreement and have not been completed by the Permit holder in a timely manner. Permit holder may request additional information from the County to the extent such request is reasonable. Once all requested information has been provided to the permit holder, Permit holder shall have twenty (20) days thereafter to either dispute such draw request by providing written notice to the County or pay the County the funds requested under the draw. Permit holder's failure to provide a dispute notice within such twenty (20) days shall be deemed a waiver by Permit holder of its right to contest such draw request. If permit holder contests such draw request, permit holder's written notice shall contain a detailed explanation of which expenses are approved. County shall be entitled to draw any non-disputed portion of a draw request. County may not draw any funds from the bond for any expenses that are being disputed until written agreement between the parties or, if the parties cannot resolve the dispute within thirty (30) days, the parties shall agree upon a third party Nebraska Licensed Professional Engineer to evaluate the dispute, whose decision shall be binding on the Parties. The Cost of said engineer shall be split between permit holder and the County. This in addition to the Insurance and Indemnification Requirements in Appendix "B".
- 13) **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 the horizontal clear zone. All cable anchors shall be delineated with yellow, high-intensity, retroreflective tape on a plastic-type sleeve on cable anchors.

- 14) 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.
- 15) 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.
- 16) Applicant/Contractor shall be responsible for notifying the County upon completion of permitted facilities construction.
- 17) If applicant does not restore road to pre-construction, or does so and settling or other problems arise, the Wayne County Road Department will contact the applicant, and the applicant shall remedy any deficiency within the time determined by the Wayne County Highway Superintendent or his designee. If the applicant does not cure any such deficiency within the time determined by the Wayne County Highway Superintendent or his designee to the reasonable satisfaction of the Wayne County Department of Roads, or does not promptly respond when notified by the Wayne County Department of Roads, then the Wayne 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 attorney's fees.
- 18) One set of project construction plans must be attached to the permit.
- 19) All right-of-way and/or utility line control and staking shall be done by Applicant/Contractor(s) and/or their agents.
- 20) Applicant agrees to and accepts by its signature the terms of the attached Insurance and Indemnification Requirements.
- 21) Disturbance of the road surface (plowing and trenching) WILL NOT be allowed in the months December 1st through March 1st.
- 22) Any work on minimum maintenance roads will be by special provision by the County Road Department with a fee to be determined by situation.
- 23) Wayne County reserves the right to request removal or relocation of the utility/construction at any time if road repairs are necessary. Said removal or relocation shall be at the cost of the permit holder. If applicant fails to heed such a request by the County in a timely manner, Wayne County will not be liable for any repairs to said utility. The permit holder agrees that this permit shall automatically terminate and lapse and have no force or effect should the works or construction not be used for the purpose or purposes originally set forth by the applicant herein or should the applicant, its successors, heirs or assigns violate any term or condition of this permit. Upon the automatic termination or lapse of this permit, the applicant shall take all steps necessary to remove the construction and restore the premises to its original state at applicants' expense, if so, requested by the County.
- 24) Communication needs to be made with the County Road Department prior to work for specific requirements, the start date and time of project and communication needs made with the County Road Department 24-48 hours before project begins. Proper signage for road work is required. Once project completed, communication with the County Road Department is required to inspect completion of project. If the above is not completed it could result in a \$2500/day fine.

June 3, 2026

Wayne County Nebraska Board of Commissioners requirements for utility placement in Wayne County R.O.W. are as follows.

1. Must be placed in roadway at a depth of 3' minimum and 3' from the edge of the grass.
2. 4' under culverts less than or equal to 36". 8" under culverts greater than 36".
3. 8' under bottom of the ditch.
4. 15' under the bottom of all bridges and concrete box culverts. Bottom is defined as the bottom of the stream bed.
5. Vault boxes are to be 3' from the back edge of the R.O.W.
6. Bore under all road crossings.

If plowing/knifing fiber into road the following will apply.

1. Prior to the start of construction activities by permit, permittee shall provide Wayne County with a performance bond in the amount of \$100,000 (minimum), issued by a sound financial institution to transact business in the State of Nebraska in a form acceptable to Wayne County.
2. Permittee will repair any road damage caused by activity resulting from permit, including but not limited to repair and compaction of trenches or repair of culverts or box culverts or bridges damaged by permittee activities. Permittee will be responsible for proper compaction around vaults installed and to backfill all trenches. Wayne County reserves the right to approve vault locations within Wayne County R.O.W.
3. Permittee will be required to provide four (4) loads (approximately 120 tons) of ordinary road gravel for surfacing for each mile of the permitted route. Gravel will be hauled and applied by Wayne County forces and billed at a rate of \$50.00 per ton.
4. All machinery, vehicles, and equipment must be moved off the roadway at the end of each workday.

NOTES:

- 1) Within traveled portions of unimproved roadways, all open cut crossings to be backfilled with material excavated from trench. No sand or crushed rock backfill will be allowed. Back fill must be compacted beneath haunches of pipe filling all voids along pipe. Backfill density to be equal to or greater than surrounding soil.
- 2) 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.
- 3) Trees and brush or other debris that was removed to facilitate construction shall be properly disposed of at the applicants expense and not buried in the county right of way.
- 4) Any requirements not covered in this permit shall conform to the State of Nebraska Policy for Accommodating Utilities on the State Highway Right-of-Way and State of Nebraska Standards and Specifications for Highway Construction.
- 5) 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.
- 6) Communication with the Wayne County Highway Superintendent for other requirements, 402-375-2288.

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

Company _____ Address. _____

Phone _____ Signature _____

EXECUTION BY WAYNE COUNTY

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

Wayne County Commissioner and/or 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 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 operation, 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 operation coverage is to be maintained for ten years from the start of work.

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 operation 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; **Required from the Permit Holder and the Contractor**

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 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 Wayne County and its elected and appointed officials, employees, agents, and representative 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 Wayne 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 Wayne County's negligence. Wayne County will not be held liable for any damages to existing utility lines (electrical/fiber/gas/water, etc.) put in by a utility company or a local resident that occur during the utility work being performed.

Applicant _____ Date _____

Representative _____