



COPY

WITNESS, that this shall be an agreement between Dodge County, hereafter referred to as the County and Boyd Jones Construction, hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

1. THAT, The Applicant shall be permitted to install a an underground MV cable or an under, through, or aerial, the Public Right-of-Way of Dodge County. overhead cable (not both)
2. THAT, the County and Townships are the owners and responsible for the Public Right-of-Way in the County and Applicant desires to install a Utility on Public Right-of-Way.
3. THAT, in consideration of this agreement, the County does hereby permit Applicant to lay, install, and construct said Utility in the Public Right-of-Way between South 72 SE 14 Section 17 (Description of Property or Sections) in Township 19 N, Range 6 E Township, Dodge County, Nebraska.
4. THAT, the permit on the part of Dodge County is revocable at the will of the County, and Applicant agrees that upon written notice from the County Board of Supervisors, he will immediately and forthwith remove said Utility and any and all pipes or other material contained or used in connection with said Utility and return the roadway occupied by said Utility to substantially it's original condition as before installation of said Utility.
5. THAT, the Applicant shall notify the Highway Superintendent or local Township for the purpose of removing the gravel windrow to the opposite side of road so as not to lose any gravel in the open trench.
6. THAT, all backfill in the Public Right-of-Way proper shall be made with material excavated from the crossing or with material equivalent thereto in texture. Material shall be placed in six inch lifts for the full depth of the trench and compacted by tamping to the original cross section. All utilities placed in areas susceptible to erosion shall place adequate protection against erosion. This protection may include bale checks, silt fence and erosion blankets. All vegetation destroyed shall be replaced. Disturbed areas will be reseeded with native grasses and a starter fertilizer. The minimum depth of earth cover over the utility line shall be 3 feet. Installation of underground utility lines under the traveled portion of an existing county road way must be encased in a plastic or steel conduit. The casing shall be bored from the toe of the shoulder slope to the toe of the opposite shoulder slope. The utility shall be placed at a minimum depth of 3 feet below the bottom elevation of the parallel road ditch. Applicant and his contractor or subcontractors are responsible for temporary traffic control on Dodge County Right-of-Way based on the standards and guidelines found in Part 6 of the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD) to insure a safe work zone for the workers and the public. Applicant will provide all necessary signs, barricades, cones, flaggers and message boards.
7. THAT, the Applicant shall obtain approval of all County road restoration from the County Highway Superintendent or Township Official prior to leaving the site(s).
8. THAT, all backfilled area(s) disturbed by excavation and backfill operations shall be graded, hand dressed as required to restore the terrain to it's original shape, grade, and cross section, and regraded or rerocked at a rate of 150 tons per mile as directed by the County Highway Superintendent or Township Official.
9. THAT, the Applicant shall as directed by the County Highway Superintendent or Township Official remove at the Applicant's expense from the Public Right-of-Way all temporary structures, and waste materials resulting from their operations.
10. THAT, the Applicant shall file a scaled set of plans, showing the Utility route, depth, and distance from the section line with the Dodge County Highway Superintendent.
11. THAT, the Applicant shall when installing an aerial Utility, shall install such Utility one foot inside the Public Right-of-Way and at a minimum height of 18 feet above the traveled way.
12. THAT, the future maintenance of said Utility and reinstallation or reconstruction of same for any purpose whatsoever shall be borne by Applicant.
13. THAT, Applicant does hereby agree to hold the County or any of it's Officers, Agents, or Employees forever harmless of all liabilities due to improper installation, construction, and maintenance of said Utility.
14. THAT, the Applicant shall submit an Insurance Certificate verifying General Liability of \$1,000,000.00; Personal Injury of \$500,000.00; Product & Completed Operations Aggregate of \$1,000,000.00; Medical Expense (Any One Person) of \$5,000.00; Each Occurrence of \$500,000.00. Certificate to be filed with this application.
15. THAT, this permit is valid for 6 months from the date of issuance or reapplication is required to renew.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hand this 8 day of July, 2020

[Signature]
Signature of Applicant
950 S 10th St, Ste 100
Address of Applicant
Omaha, NE 68108

[Signature]
Dodge County Highway Superintendent
July 15, 2020
Date Filed with Dodge County Board of Supervisors

2020 JUL - 8 AM 9:10
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Dodge Co Highway Dept



CERTIFICATE OF LIABILITY INSURANCE

Attachment 'C'

3/31/2021

DATE (MM/DD/YYYY)

3/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 13710 FNB Pkwy, Suite 400 Omaha NE 68154 402-970-6100	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : BMCASCO Insurance Company	NAIC # 21407
	INSURER B : Travelers Indemnity Company of America	25666
	INSURER C : Employers Mutual Casualty Company	21415
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES BOYJ003 CERTIFICATE NUMBER: 16017790 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	5P44224	3/31/2020	3/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	5E44224	3/31/2020	3/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	5J44224	3/31/2020	3/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5H44224	3/31/2020	3/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	L/R EQUIP. INSTALLATION FLOATER	N	N	QT-630-INS358403-TIL- 20	3/31/2020	3/31/2021	L/R: LIMIT-\$150,000 DED-\$1,000 INST FLTR: LIMIT-\$1,000,000 DED-\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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Hwy 4

CERTIFICATE HOLDER 16017790 For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Joseph M. Amello</i>