

DODGE COUNTY UTILITY INSTALLATION AGREEMENT
Public Utilities

Appendix Item # 21 F.
Date 5-8-2019



COPY

WITNESS, that this shall be an agreement between Dodge County, hereafter referred to as the County and Midstates Data transport, hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

1. THAT, The Applicant shall be permitted to install a 1.25" HDPE conduit w/ fiber under through, or aerial, the Public Right-of-Way of Dodge County.
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 along Co Rd E, south of Co Rd A (Description of Property or Sections) in T:20 R:6E S:5NW 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 its 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 its original shape, grade, and cross section, and regraded or reroaked 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 its 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.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands this 8 day of April, 2019.

Carissa Kain
Signature of Applicant

2200 Taylor Ave, Ste 200
Address of Applicant

Norfolk, NE 68701

Scott Huggins
Dodge County Highway Superintendent

May 8, 2019
Date Filed with Dodge County Board of Supervisors

2019 MAY -3 PM 1:40
RECEIVED
Dodge Co Highway Dept



CO. RD. A

SNYD-WSPN=002.SPLICE

6 CT Armored Fiber Cable in 1.25" Duct for 1,040 ft. West on South Shoulder of CO. RD. A

T20N
R6E
S6NE

T20N
R6E
S5NW

8

6 CT Armored Fiber Cable in 1.25" Duct for 1,525 ft. South in East Side of CO. RD. 8

Kreikemeier Tower and Building at 125 CO. RD. 8

Set Vault SNYD-WSPN-002-A1 on West side of CO. RD. 8 - Loop 80' 6 ct in vault