DODGE COUNTY UTILITY INSTALLATION AGREEMENT

Public Utilities

WITNESS, that this shall be an agreement between Dodge County, hereinafter referred to as the County and

[Signature]

hereinafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

1. THAT, the Applicant shall be permitted to install a GUARD RAIL

under, through, or across the Public Right-of-Way of Dodge County.

2. THAT, the County and Township are the owners and responsible for the Public Right-of-Way in the County and Applicant desiring to install a Utility on Public Right-of-Way.

3. THAT, in consideration of this agreement, the County hereby permit Applicant to lay, install, and construct said Utility in the Public Right-of-Way between

CR 81 ± CR 82 (Description of Property or Sections) in A Bldg. #20 Rawlins 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, the 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 Township for the purpose of removing the gravel roadway 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 trenching or with material equal in texture. Material shall be placed in six-inch lifts for the full depth of the trench and compacted by tamping to the original grade sections. All utilities placed in areas susceptible to erosion shall place adequate protection against erosion. This protection may include bale shoots, silt fence and erosion blankets. All vegetation destroyed shall be replaced. Disturbed areas will be seeded with native grasses and a stabilizer fertilizer. The minimum depth of earth cover over the utility line shall be 8 feet. Installation of underground utility lines where the traveled portion of an existing county road way must be excavated to a plastic or metal conduit. The road shall be broadened from the edge 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 8 of the 2009 Edition 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 areas disturbed by excavation or backfill operations shall be graded, hand dressed as required to restore the material to its original shape, size, and cross-section, and re-graded or re-erected at a rate of 150 tons per mile as directed by the County Highway Superintendent or Township Official.

9. THAT, the Applicant shall be directed by the County Highway Superintendent or Township Official to remove at the Applicant's expense from the Public Right-of-Way at 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 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 Insurance Certificate verifying General Liability of $1,000,000.00; Personal Injury of $2,000,000.00; Product & Completed Operations Aggregate of $1,000,000.00; Medical Expense (Any One Person) of $5,000,000.00; Each Occurrence of $500,000.00. Certificate to be kept with this application.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands and affixed their respective seals the 24th day of June 2019.

[Signature]

Dodge County Highway Superintendent

[Signature]

Applicant

Address of Applicant

July 3, 2019

Dodge County Board of Supervisors

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