

ROAD BORE CONSTRUCTION AND INDEMNITY CONTRACT

State of Texas
County of Cooke

Comes now Cooke County Commissioners' Court, by and through The Honorable John O. Roane, County Judge, and _____, contractor, which makes this a contract governing the installation of a Road Bore, and in support of same, the parties make the following agreements and covenants:

1. The parties to this agreement are Cooke County (hereinafter "County") and _____(hereinafter "Contractor").

2. The County agrees to permit Contractor, at their expense, to bore underneath _____(road & location).

The bore will be _____ in diameter. Two-inch poly will be installed with 1" service line passing through it. Length of bore to be approximately _____ as seen on attached map. Bore depth will be 3.5' below the lowest grade of ditch. The following restrictions are to met and abided by:

- a. The stated line must have a thirty-six (36) inch cover of the bottom of the stated county roads' drainage ditch.
- b. A two-inch pipe will be used throughout the boring and a sleeve will be used on both ends of the said pipe. The boring will be from fence to fence.
- c. Contractor takes all responsibility and liabilities that occur during the installation of the said bore for a period of twelve (12) months.
- d. Contractor will contact the respective Commissioner for County at least forty-eight (48) hours before any construction begins to set up a date so any employee of County may be on the construction site for inspection of the work.
- e. All proper barricades must be in place before any cutting, boring, or construction on the County Road can occur.
- f. All clean up and/or repairing of a County Road and its surroundings shall be the full responsibility of Contractor.

- g. If at anytime or for any reason the road bore needs to be relocated, Contractor, takes full responsibility for the relocation for twelve months from the date of installation.
 - h. Unless otherwise agreed upon in writing, no excavating of any type shall be permitted on the right-of-way of the said County Road.
 - i. Any bore pits shall be excavated off of the County right-of-way.
- 3. The County does not presume to permit the placement of said bore on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.
- 4. Contractor hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said Road Bore shall travel, or are beneficiaries of contracts with the property owner entitling him to construct and place said line.
- 5. Contractor hereby agrees to indemnify and save harmless the County, for ninety (90) days from the date of installation, from any liability or damages the County may suffer as the result of any use, maintenance, placement, or failure of the road bore which is the claims, demands, costs, or judgments against the County arising out of subject of this contract. The indemnity herein provided shall extend from the date of this agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.
- 6. If the County, in the enforcement of any part of this contract, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, Contractor agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs, or obligations.
- 7. Should Contractor fail to pay the County within the sixty-day period referred to in the foregoing paragraph, Contractor agrees to pay interest at the rate of eighteen (18) percent per annum on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. Contractor is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County,
- 8. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Cooke County, Texas.

Entry into this contract by the County was authorized by official act of the Cooke County Commissioners Court taken during a meeting which occurred on the ____ day of _____, 20____ the minutes of which duly reflect same.

SIGNED AND ENTERED INTO on this the ____ day of _____, 20____.

John O. Roane
JUDGE, COOKE COUNTY, TEXAS
for and on behalf of Cooke County

Contractor