	<u></u>
DODGE COUNTY UTILITY INSTALLATION AGREEMENT Public Utilities Pagenda Item # Date 7/14/2	22a
WITNESS, that this shall be an agreement between Dodge County, hereafter referred to as the County and	
hereby agree, hereafter referred to as the Applicant. Whereas, the County and Applicant do	X
1. THAT, The Applicant shall be permitted to install a GEOLOGIC TEST HOLE under, through, or aerial, the Public Right-of-Way of Dodge County.	
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.	COPY
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 (Description of Property or Sections) in TIBN + TIAN 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 Devides (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 regraveled 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	

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 County let K and Hwy 30 (Description of Property or Sections) in TIBN + TI7N 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.	
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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; Personal Injury of \$500,000.00; Personal Injury of \$5,000.00; Personal Injury of \$5,000.00; Personal Injury of \$5,000.00; Personal Injury of \$5,000.00; Personal Injury of \$500,000.00. Certificate to be filled 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 aforesald have hereto set their hand this 25 day of	
RECEIVED CO Hyway Dept	

		(CERTIFICA	TE OF I	NSUR/	ANCE		DATE	6/16/2021	
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TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
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	X HIRED AUTOS				BODILY INJURY		
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	EMPLOYERS' LIABILITY				OTHER		
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	OFFICER/MEMBER EXCLUDED?				E. L. DISEASE-EA LIVIPLOTEL		
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	SPECIAL PROVISIONS below				E. L. DISEASE-POLICY LIMIT		
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			SHOULD ANY OF THE A	BOVE DESCRIBED POLIC	CIES BE CANCELLED BEFORE H	E DXPIRATION DATE	
			THEREOF, NOTICE WIL	L BE DELIVERED IN ACCO	ORDANCE WITH THE POLICY PR	OVISIONS	
	NE Department of Health and H	luman Services			•		
	State of Nebraska				2	25	
	Lincoln, NE						
	LINCOIN, INC		AUTHORIZED REPRESENT	ATIVE:			
			Christopher J. Kabourek Lhris 1 Kabourek				
					Chris 118	abour.	

From: Paul Hanson phanson2@unl.edu Subject: RE: Message from "DodgeCounty"

Date: June 25, 2021 at 2:07 PM

To: Jean Andrews zoning@dodgecone.us

Hi Jean,

I've attached the completed form and the proof of insurance. Below are descriptions of where each of the 4 test holes is located. I had originally planned to drill along CR 20, but there was too much active construction work and buried utilities so I moved my drilling to CR 17.

The geologic test holes will be drilled in the ditch in right of way along County Road 17 between HWY 30 and County Road R. All drill sites are on the east ditch and all have been cleared for utility locates.

Test Hole locations are:

Site 1: 0.3 miles south of County Road R, east road ditch Site 2: 0.5 miles south of County Road S, east road ditch Site 3: 0.1 miles south of County Road T, east road ditch

Site 4: 0.1 miles north of Cutoff Road, east road ditch

Test Hole drilling will be conducted by the drilling crew of the Conservation and Survey Division, University of Nebraska-Lincoln.

Let me know if you have any questions.

Paul

Paul Hanson

Director Great Plains CESU

Professor

Conservation and Survey Division School of Natural Resources 3310 Holdrege St, 68583-0982 Room 611, Hardin Hall 402-472-7762



Conservation and Survey Division

Studying Nebraska and Serving Nebraskans for 128 years



From: Jean Andrews <zoning@dodgecone.us>

Sent: Tuesday, May 25, 2021 11:55 AM
To: Paul Hanson cphanson2@unl.edu>

Subject: Fwd: Message from "DodgeCounty"

Non-NU Email

Pat:

Here is the Utility Installation Agreement that you requested. This is for a public utility and I would think you would fall in that category. Please have your contractor provide us with a copy of the certificate of insurance.

Thank you.



DecuSign Envelope ID: D0D461A2-E310-429C-B3A6-8027AA2B286A

OPPD APPL #_	2326	W9# <u>0070243</u>
PROJENGR	SCHOLZ	// 3

DODGE COUNTY UTILITY INSTALLATION AGREEMENT Public Utilities

WITNESS, that this shall be an agreement between Dodge County, hereafter referred to as the County and OMAHA PUBLIC POWER DISTRICT, hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

- 1. THAT, the Applicant shall be permitted to install a <u>underground electric distribution cable</u> 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 Plant of May between
- Right-of-Way between

 Co Rd J betw Co Rd 17 & Co Rd 18 (Description of Property or Sections) in NE Corner Sect 23, T-19-N, R-07-E, Rural Hooper, 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
- 5. THAT, the Applicant shall notify the Highway Superintendent and 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 blankters. All vegetation destroyed shall be replaced. Disturbed areas will be reseated 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.
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- 14. THAT, the Applicant shall submit an Insurance-Certificate verifying General Liability-of \$1,000,000.00; Personal Injury of \$600,000.00; Product & Completed Operations Aggregate-of \$1,000,000.00; Medical Expense (Any One Person) of \$5,000.00; Each Occurrence-of \$600,000.00. 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 hereto set their h	nand this day of July, 20_0.
Doousigned by: Shary L Mawin A30A7140AE92448	Seat duyen
Signature of Applicant	Crodge County Highway Sperintendent
OMAHA PUBLIC POWER DISTRICT ATTN: ALYSSA BRYANT, 6E/EP3 444 S 16 TH ST MALL OMAHA, NE 68102-2247 Address of Applicant	Date Filed with Dadge County Board of Supervisors

2021 JUL -8 AM 9: 01

RECEIVED

Bodge Co Hyway Dept



