

COPY

Agenda Item # 21 a
Date 11/17/21

DocuSign Envelope ID: 22C53908-C4BE-4CCF-84AE-480C3DB3C470

OPPD Appl # 2495 WO # 721342
Proj Engr Keith Smith

DODGE COUNTY UTILITY INSTALLATION AGREEMENT

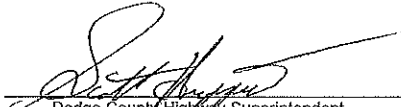
WITNESS, that this shall be an agreement between Dodge County, hereafter referred to as the County and OMAHA PUBLIC POWER DISTRICT, hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

1. THAT, the Applicant shall be permitted to install overhead secondary crossing and set pole in right of way, 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 payment of \$1.00 and other valuable consideration, the County does hereby permit Applicant to lay, install and construct said Utility in the Public Right-of-Way between 3130 N CO RD 20 AVE, NE (Description of Property of Sections) in SECT 09 T17N R08E 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. Removal of utility will occur within a reasonable amount of time after the applicant's receipt of said notice.
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 and 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.
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 reroaked 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 sufficient height so as not to impede the traveling and agricultural operations of the area.
12. THAT, the future maintenance of said Utility and reinstallation or reconstruction of same for any purpose whatsoever shall be borne by the 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 a certified check in the amount of 10% of the total Utility installation made payable to the Dodge County Highway Department and shall become the property of said department if any of the above mentioned agreements are violated by the Applicant.~~
15. THAT, the Applicant shall submit an Insurance certificate verifying General Liability of \$1,000,000.00; Personal Injury of \$5,000,000.00; Product and 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 hereto set their hand this 1 day of November, 2021

DocuSigned by:
Keith Smith
442A5C3CED3A46B

Signature of Applicant


Dodge County Highway Superintendent

OMAHA PUBLIC POWER DISTRICT
ATTN: S. A FANSLAU, 2E/EP2
444 S 16TH ST MALL
OMAHA, NE 68102-2247
Address of Applicant

November 17, 2021
Date Filed with Dodge County Board of Supervisors

2021 NOV - 1 AM 11:19
RECEIVED
Dodge County Highway Dept

COPY

Agenda Item # 21a
Date 11/17/21

DocuSign Envelope ID: 460661E8-3934-476A-A8BF-6648B483366B

OPPD Appl # 2539 WO # 725420
Proj Engr Mark O'Connor

DODGE COUNTY UTILITY INSTALLATION AGREEMENT

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 overhead secondary crossing and set pole in right of way, 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 payment of \$1.00 and other valuable consideration, the County does hereby permit Applicant to lay, install and construct said Utility in the Public Right-of-Way between 6320 STATE HWY (Description of Property of Sections) in SECT 28 T17N R09E 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. Removal of utility will occur within a reasonable amount of time after the applicant's receipt of said notice.
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 and 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.
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 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 sufficient height so as not to impede the traveling and agricultural operations of the area.
12. THAT, the future maintenance of said Utility and reinstallation or reconstruction of same for any purpose whatsoever shall be borne by the 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 a certified check in the amount of 10% of the total Utility Installation made payable to the Dodge County Highway Department and shall become the property of said department if any of the above mentioned agreements are violated by the Applicant.
15. THAT, the Applicant shall submit an Insurance certificate verifying General Liability of \$1,000,000.00; Personal Injury of \$5,000,000.00; Product and 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 hereto set their hand this 1 day of November, 2021

DocuSigned by:
Mark O'Connor
EA36B7879271479

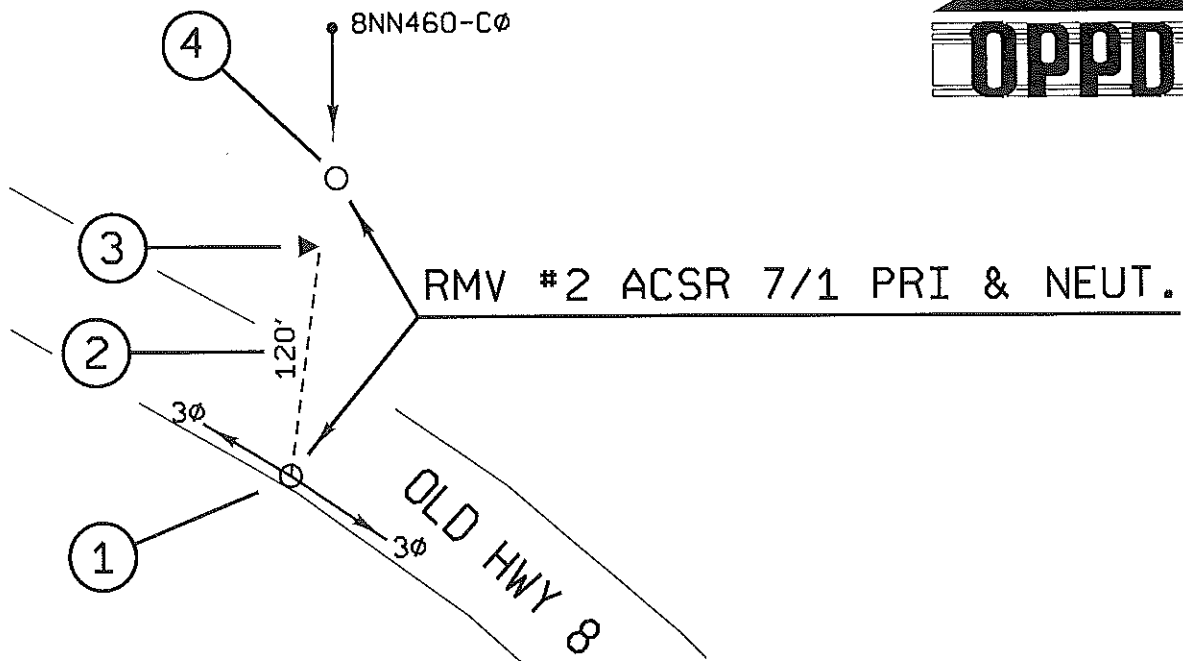
Signature of Applicant

Scott Hayden
Dodge County Highway Superintendent

OMAHA PUBLIC POWER DISTRICT
ATTN: S. A FANSLAU, 2E/EP2
444 S 16TH ST MALL
OMAHA, NE 68102-2247
Address of Applicant

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1. CTP 20124. REPL STD 30912, STD 380 & STD 368 / STD 1054, 100A CO, 15E FU & STD 402A6. CONNECT TO CØ.
2. BORE & INSTL 120' * 1/0 AL XLP JKT UGND PRI CA @ 48" MIN DEPTH.
3. INSTL 50 KVA 8000/120/240V AEOT PM XFMR PER STD 175RB, STD 118 & STD 297B.
4. 8NN460-CØ. RMV 40' -4 POLE. STD 380, STD 860A, 25E FU 25 KVA 8000/120/240V OVHD XFMR, STD 368, STD 312, STD 441, STD 435A, STD 606, STD 402A6 & STD 403NR.

SVCE NOTE - AEOT, OPPD TO INSTL STD 600R & (2) 200:5 CTS @ NOTE 3.

NOTE - DODGE CO PERMIT # 2539.

63319

0072542001

REV. BY DATE APPD. PE ENG /SK/0072542001	SCALE	1" = 100'	DAN DILLON 6320 STATE HWY FREMONT REPL OVHD W/ AEOT PM XFMR SKA-21-58
	DRAFT	10-29-21 MSO	
	CHECK		
	PROJ.ENG	O' CONNOR	
	PE		
	APPD.	10-29-21 MSO	
APPD.			
DEPT.	ESD-ELK		
REV. BY	 <i>your energy partner®</i>		
CAD NO	Omaha Public Power District		