

GENERAL AGREEMENT FOR JOINT OCCUPATION OF TRENCH INSTALLATIONS

THIS AGREEMENT made as of May 10 2023 between the City of Grand Island Utilities Department (GIUD), and Allo.

WHEREAS, the parties to this Agreement are proposing to place certain of their facilities underground and in the same utility trench in certain residential and commercial developments of the GIUD service area in and around the City of Grand Island, Nebraska, and

WHEREAS, it is the intent of the parties to this Agreement to obtain and maintain the greatest practical degree of safety by avoiding situations which would constitute a hazard to workmen or other persons and to apply whatever other generally accepted practices or devices it is mutually agreed would contribute to the avoidance or elimination of such hazards, and

WHEREAS, the parties to this Agreement recognize the mutually desirable advantages to be obtained from the provisions of this Agreement.

NOW THEREFORE BE IT AGREED as follows:

1. This Agreement shall apply wherever the parties place their facilities underground in a common trench. It shall apply only to the underground systems and to the directly connected or associated devices or appurtenances of the underground systems.
2. The parties to this Agreement shall install and maintain a mutually agreeable system of electrical bonds interconnecting the grounds of the facilities of the respective systems.
3. The parties shall establish and maintain adequate and accurate maps or records showing location and character of their respective facilities covered by this Agreement. Said maps shall be kept and maintained by GIUD.
4. All proposed new construction, replacement, removal, repair, addition, extension or changes will be in accordance with the attached Appendix A.
5. Reimbursement for work and material provided by GIUD will be in accordance with the Joint Trench Fee as stated in the City of Grand Island Fee Schedule posted on the City's website at the time the work is done.
6. When any party plans new construction, replacement, removal, repair, addition, extension or changes, that party shall inform the other party of the nature, character and location of the proposed construction and actively cooperate so that a mutual determination can be made of any mutual problems that might result from such proposed construction, replacement, removal, repair, addition, extension or changes.
7. It is the intention that the agreements and conditions set forth herein will not adversely affect the safety or service of either party and that each party will be the

judge of the quality and requirements of its own service.

8. Nothing in this Agreement shall be interpreted or construed to prevent or prohibit the abandonment by either party of its facilities or the construction by either party of overhead facilities, each party to be the judge of the need for such construction of its own facilities. Each party shall notify the other of abandonment of any facility prior to abandonment.
9. Conflicts or differences between the parties that occur with regard to route, space or position that are not resolved by provisions of this Agreement will be resolved by reference to provisions of the National Electrical Safety Code, GIUD Standards and Specifications, local laws or ordinances, or mutually agreeable application of recognized engineering services.
10. This Agreement shall not be construed as creating any partnership, joint venture or any other such legal relationship between the parties.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. It may be terminated by any party upon six (6) months' written notice to the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Contractor Alto Communications
By [Signature]
Title Director - OSP Engineering

Date 3/2/2023

CITY OF GRAND ISLAND, NEBRASKA,
By [Signature]
Mayor

Date 5/10/2023

Attest: [Signature]
City Clerk

[Signature]
Stacy R. Nonhof
Assistant City Attorney

Appendix A

JOINT TRENCH INSTALLATION

UNDERGROUND RESIDENTIAL AND COMMERCIAL DISTRIBUTION

I. CABLE LAYING PROCEDURE

1. All primary and secondary power cables, including Allo shall be placed in a joint trench at a mutually agreed depth with electric on the bottom and communication above.
2. Each party shall lay its own cables and marker ribbon as desired, unless otherwise mutually agreed.
3. GIUD shall communicate with other utilities when work will be performed. Joint utilities shall be on site at specified time to install their own facilities and all trenches shall be backfilled at the end of each day. No trench is to be left open over night for safety reasons.

II. SERVICE PEDESTALS

1. Generally, the service pedestals will be located at the same lot lines for GIUD and Allo. When this is not possible or practicable it shall be the responsibility of Allo to expose and turn up their own conduits where needed.
2. GIUD shall have first choice at specific location, normally centered on lot line (s) with others to the side or off to the rear and at no point conflict with access to electrical connection.

III. MAINTENANCE PROCEDURES

1. Whenever work is to be done by either party on its cables in the joint trench, the procedures outlined below shall be followed:
 - a. The Operating Division of the other party shall be notified before any work is started. Each party shall keep the other party informed as to the current telephone number of its Operating Division.
 - b. If practical, GIUD will de-energize the power circuits for communication maintenance work.
 - c. In case of parties having outages at the same location, and GIUD cannot provide service in this manner, then GIUD shall make its repairs first. The decision either way shall be made by GIUD and their utility supervisors at the trouble site.

- d. No excavations shall be backfilled until agreed upon by all parties.
However, under normal circumstances all excavations will be filled by the end of each day.
2. Any maintenance procedures not heretofore covered shall be agreed upon by GIUD and Allo.

IV. PROVISION OF TRENCH

1. GIUD and Allo shall share a common trench for the installation of cables and wires where the route of the parties cables and wires coincide, the requirements of the National Electrical Safety Code can be adhered to, the proper depth and/or separation can be maintained and when otherwise deemed practicable by the parties.
2. GIUD and Allo will show total trench footage, common and separate, on each job drawing. GIUD shall submit a separate billing to the other party upon completion of each job. The cost of common trench shall be in accordance with the Joint Trench Fee as stated in the City of Grand Island Fee Schedule posted on the City's website at the time the work is done. The cost of trench occupied by one party shall be at that party's sole expense.
3. The quantity of common stakes required shall be shown on each job drawing. Upon completion of each job, billing shall be submitted to the proper party in accordance with the material quantities shown.
4. GIUD and Allo shall ensure that their construction crews coordinate so that the daily working schedule is not disrupted.
5. Any procedures not heretofore covered shall be agreed upon by GIUD and Allo.