

2024 JAN 10 AM 10:12
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Dodge Co Hyway Dept

Agenda Item # 246
Date 3/20/24

 COPY

WEST POINT P. 156123

DODGE COUNTY UTILITY INSTALLATION AGREEMENT
Public Utilities

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

1. THAT, The Applicant shall be permitted to install a Fiber Optic CABLE 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 Right-of-Way between Co Rd R (Description of Property or Sections) in Secs 19, 20 T20 R6W 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 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 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 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 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; Product & 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 6 day of March, 2024
[Signature] Signature of Applicant
[Signature] Dodge County Highway Superintendent
March 20, 2024 Date Filed with Dodge County Board of Supervisors

Jonathan Weibel
7404 N 78th St
Omaha NE 68122



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. CA License #0437153 1301 5th Avenue, Suite 1900 Seattle, WA 98101-2682 Attn: Seattle.certrequest@marsh.com / Fax: 212-948-4326 CN102197661-STND-ALL-23-24	CONTACT NAME: ...	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Greenwich Insurance Company		22322
INSURER B: XL Specialty Insurance Co.		37885
INSURER C: Allianz Underwriters Ins Co		36420
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** SEA-003999836-01 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RGD500033311	09/01/2023	09/01/2024	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 15,000,000
							PRODUCTS - COMP/OP AGG	\$ 15,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		RAD500033411 Auto Physical Damage - Self insured	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			U5Z000023220	09/01/2023	09/01/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWD500032911 (AOS)	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B				RWR500033011 (WI)	09/01/2023	09/01/2024	E.L. EACH ACCIDENT	\$ 1,000,000
B				RWE500033111 (WA)	09/01/2023	09/01/2024	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
B				RWE500033211 (OH)	09/01/2023	09/01/2024	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Technology E&O incl. Cyber/Privacy Liability			U5Z000023220	09/01/2023	09/01/2024	Each Claim/Aggregate	10,000,000
							Retention	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Placement of fiber in the Dodge County (Fremont & Nickerson) area.

Certificate Holder is/are included as Additional Insured as respects their interest in the operations of the Named Insured as required by contract or agreement regarding General Liability and Auto Liability.

CERTIFICATE HOLDER Dodge County Scott Huppert 435 N Park Fremont, NE 68025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>Kathleen J. Stephen</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Lumen Technologies, Inc. and all subsidiaries, including but not limited to: Qwest Corporation; Embarq Corporation; Level 3 Communications, LLC and CenturyLink Communications, LLC 100 CenturyLink Dr. Monroe, LA 71203	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

----- GENERAL LIABILITY -----

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - any person or organization with whom you have entered into a contract or agreement, or by statute, law or code of ordinance. Separation of Insureds Applies. Insurance covers incidents that occur within 50' of railroad property, any railroad exclusions have been deleted per endorsement CG2417.

----- AUTOMOBILE LIABILITY -----

Any person or organization you are required in a written contract, agreement, statute, law or code of ordinances provided the "bodily injury" or "property damage" occurs subsequent to the executive of the contract, agreement, statute, law or code of ordinances.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have waived prior to the "accident" or the "loss" under a contract with that person or organization, or under statute, law or code of ordinances.

----- WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$1,000,000 RETENTION) -----

Waiver of Our Right to Recover from others Endorsement - Where required by written agreement signed prior to loss, or required by statute, law or code of ordinances executed prior to loss.

----- EXCESS/UMBRELLA -----

Coverage applies per occurrence. Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement. Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Separation of Insureds Applies.

----- COMMERCIAL CRIME - FIDELITY BOND -----

Carrier: XL Specialty Insurance Company

Policy Number: ELU19204423

Effective Dates: 09/01/2023 - 09/01/2024

Deductible: \$2,500,000

Each Occurrence: \$15,000,000

----- U.S. PROPERTY -----

Carrier: Allianz Underwriters Insurance Company

Policy Number: U5Z00023220

Effective Dates: 09/01/2023 - 09/01/2024

Limit: \$25,000,000

Deductible: \$25,000,000

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest. Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Other deductibles may apply as per policy terms and conditions.