

DODGE COUNTY UTILITY INSTALLATION AGREEMENT  
Public Utilities



COPY

27c

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

Agenda Item #

Date

11-23-16

- 1. THAT, The Applicant shall be permitted to install a 120' Utility Pole  
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  
T Rd and E 32nd on N Yager Rd (41.462968, -96.48282) (Description of Property or Sections) in Dodge County, Nebraska  
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 11-14-16 day of November, 2016.

Edward Sanchez  
Signature of Applicant Edward Sanchez  
Network Real Estate Specialist  
120 S. Riverside Plaza, Suite 1800, Chicago, IL 60606  
Address of Applicant

Alan D. Noel  
Dodge County Highway Superintendent  
11-23-16  
Date Filed with Dodge County Board of Supervisors

2016 NOV 14 PM 3:35  
RECEIVED  
Dodge Co Highway Dept



# CERTIFICATE OF LIABILITY INSURANCE

MOINV-3

OP ID: NM

DATE (MM/DD/YYYY)  
10/28/2016

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 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).

<b>PRODUCER</b> Silverstone Insurance Services Jetton & Assoc Ins Svs Inc P.O. Box 1200 (Lic #0C04829) Rancho Cucamonga,, CA 91729-1200 Brent Jetton, AAI, CIC		<b>CONTACT NAME:</b> Brent Jetton, AAI, CIC <b>PHONE (A/C No, Ext):</b> 909-980-4211 <b>FAX (A/C, No):</b> 909-980-4785 <b>E-MAIL ADDRESS:</b>	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
<b>INSURED</b> <b>Mobilitie, LLC</b> 2220 University Dr. Newport Beach, CA 92660		<b>INSURER A:</b> Federal Insurance Company <b>20281</b> <b>INSURER B:</b> Great American E&S Ins Co <b>37532</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

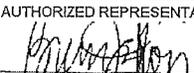
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		36036868	11/11/2015	11/11/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000		
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000		
A	AUTOMOBILE LIABILITY			73591570	11/11/2015	11/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (PER ACCIDENT) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			79897229	11/11/2015	11/11/2016	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$ Follow Form	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	71749062	11/11/2015	11/11/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N <input checked="" type="checkbox"/> N	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	Pollution Liab			PRE315985701	02/09/2016	11/11/2016	Aggregate 5,000,000	
A	Property			36036868	11/11/2015	11/11/2016	See Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Dodge County is named as an additional insured with respects to general liability if required by written contract, agreement or permit.

RECEIVED  
Dodge Co Hwyway Dep  
2016 NOV 14 PM 3:35

**CERTIFICATE HOLDER****CANCELLATION**

DODGECO  Dodge County 435 N. Park Fremont,, NE 68025	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 
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## Alan Doll

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**From:** Christy Eichorn <CEichorn@mobilitie.com>  
**Sent:** Monday, November 14, 2016 9:07 AM  
**To:** dodgecoroads@hotmail.com  
**Subject:** Mobilitie - Utility Installation Agreement  
**Attachments:** Dodge County Utility Installation Agreement.pdf; COI Dodge County.pdf; OM90XC093A\_LUPDWG\_20160630\_A.PDF

Good morning Alan,

Here are the documents you and I discussed on 10/27. If I can provide any additional information, please do not hesitate to contact me. I will drop off paper copies of the COI and the Utility Installation Agreement tomorrow morning. I look forward to seeing you then.

Have a great day ☺

Christy

Christy Eichorn | Permit Manager | Mobile [402-871-8438](tel:402-871-8438)  
[ceichorn@mobilitie.com](mailto:ceichorn@mobilitie.com)



120 S. Riverside Plaza, Suite 1800, Chicago, IL 60606  
[www.mobilitie.com](http://www.mobilitie.com)

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