

ZCI
ZACHARIAS
CONSTRUCTION, INC.

Office 605-528-7220 * Fax 605-528-7225 * Cellular 605-351-4703
25854 Skunk Creek Ave., Hartford, SD 57033

August 6, 2020

South Dakota One Call Notification Board
PO Box 187
Rapid City, SD 57709

RE: Midco cable damaged on 8/23/19, 9/3/19, and 9/4/19. - Complaint OC20-040

Dear Sirs:

On 8/23/19 the crew of Zacharias Construction, Inc. was excavating the intersection of 4th Ave and Roberts St in Humboldt SD. The cable is located on the south side of Roberts St and goes southeast across Roberts to a point where it eventually runs up an old power pole. Zacharias Construction Inc. crews exposed the line twice in the roadbed excavation grade and discovered it to be deep enough to get over. However, the cable made an abrupt jump up, as a result the dozer hit it while cutting along the west edge of Roberts St.

On 9/3/19 Zacharias Construction Inc. crews were excavating the portion of 4th Ave directly south of the Catholic church. The cable was potholed and found to be above the proposed subgrade elevation. Zacharias Construction, Inc. crews worked to expose the cable and were going to move it out of the subgrade. During this operation, the cable was again damaged as it was entangled in an old tree root ball. A Midco tech, who happened to be in town, then connected a temp line to the customer. Zacharias Construction, Inc. crews were told to go ahead and drive on this and continue work as Midco knew they had to bore a new line in because their line was above the new street construction grades.

On 9/4/19 service was again interrupted because Zacharias Construction, Inc. placed gravel over the temporary line. The line was not hit but lost connection.

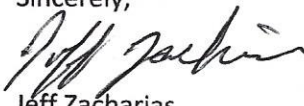
The hits of 8/23/19 and 9/3/19, Zacharias Construction, Inc. has taken full responsibility for. The lines have been repaired and our Insurance company paid the customer for an agreed upon amount for loss of income.

As for the service on 9/4/19, Zacharias Construction, Inc. was simply acting on the advice of the Midco technician.

I have attached back up documentation for your information.

JTZ/bkz
Enclosures

Sincerely,


Jeff Zacharias
ZCI/President



BITCO INSURANCE COMPANIES

RELEASE OF ALL CLAIMS

Claim Number 121-U-02395-02

CWS Number 660844

FOR AND IN CONSIDERATION OF the payment to me/us of the sum of five hundred nine dollars & sixty nine cents (\$ 509.69) Dollars, and other good and valuable consideration, I/we being of law ful age, and not having filed bankruptcy since the date of accident described below, have released and discharged, and by these present do for myself/ourselves, my/our heirs, executors, administrators and assigns, release, acquit and forever discharge Zacharias Construction, Inc.

its officers, agents, servants, employees, representatives, successors and assigns, and any and all other persons, firms and corporations of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and all consequential damage on account of, or in any way growing out of any and all unknown personal injuries and death and property damage as well as injuries and damage now known and ascertained, and all results and consequences of both; the actual existence of such unknown injuries, being for the purpose of this settlement, anticipated, assumed to exist and intentionally included herein as a part of the consideration paid to and received by me/us the undersigned claimant Tamara Rempfer-Brown all of said injuries and damages resulting or to result from accident that occurred on or about the 23rd day of August 20 19, at or near Humboldt, South Dakota and on Sept. 3rd 2019 also in Humboldt, South Dakota

I/we hereby declare and represent that the injuries sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I/we rely wholly upon my/our own judgment, belief and knowledge of the nature, extent and duration of said injuries, and that I/we have not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries, or regarding any other matters made by the persons, firms or corporations who are hereby released, or by any person or persons representing him or them, or by any physician or surgeon by him or them employed.

I/we understand that this settlement is a full and complete satisfaction in compromise of a disputed claim and all other claims which I/we have asserted or could have asserted in a certain civil action, and all claims arising from the defense, adjustment, negotiation or settlement of my/our claim(s) by any and all agents, servants, representatives or employees of payor, and that the payment is not to be construed as an admission of liability on the part of the persons, firms and corporations hereby released by whom liability is expressly denied.

You are hereby NOTIFIED by BITCO General Insurance Corporation and/or BITCO National Insurance Company that it does not have written consent from its insured to settle your claims and you are further notified that its insured is not hereby precluded from the assertion of claims against you. In signing this release you hereby acknowledge receipt of such written notice from BITCO General Insurance Corporation and/or BITCO National Insurance Company.

I/we understand that this release correctly expresses the entire agreement of the parties, with regard to matters set forth herein; and that all prior representations made are hereby merged into this agreement.

WITNESS Tammy Rempfer Brown hand and seal this June day of 29th, 20 20

WITNESSES Tammy Rempfer Brown (Seal)

Address 300 S. Roberts St Humboldt SD 57035 (Seal)

Address

STATE OF South Dakota

COUNTY OF Minnehaha

Before me, the undersigned authority, on this 29 day of June, 20 20, personally appeared the person or persons who executed the foregoing agreement and also the witnesses thereto, each known to me to be the person whose name is above subscribed, and having read the above instrument to said persons, they did each acknowledge and swear to me that they fully understood the same and that such contract correctly expressed the entire agreement of the parties thereto and had been executed for the purposes and consideration therein expressed and for no other.

Cynthia Skari Notary Public in and for the County of Minnehaha State of South Dakota

My commission expires March 26, 20 26

