

PERMIT FOR EXCAVATION WITHIN THE RIGHT-OF-WAY

THE BREMER COUNTY ENGINEER hereby grants permission to:

Owner/Applicant's Name _____ Telephone _____

Address _____ City _____ State _____ Zip _____

Contractor _____ Telephone _____ Fax _____

Address _____ City _____ State _____ Zip _____

LOCATION of WORK _____

SKETCH of WORK TO BE DONE:

The proposed work is located in Sec _____, Twp _____ N, Range _____ W

Located _____ feet _____ of the _____ corner of said Section.

This permit granted for the removal or the disturbance of soil from the County Right-of Way is governed by the following:

1. Applicant MUST contact Iowa One Call for utility locations within the excavation area. The Iowa One Call telephone number is 800-292-8989 and requires at least 48 hour notice. NO EXCAVATION MAY BEGIN UNTIL LOCATIONS HAVE BEEN MARKED.
2. Applicant is responsible for all necessary permitting from DNR, Corp of Engineers or for storm water discharge.
3. Applicant shall take all reasonable precaution during the construction and operation of the facility to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall save Bremer County harmless of any damage. This provision is intended to include any damage to fences, watersheds, tiling and drainage construction owned by either Bremer County or adjoining property owners.
4. Operations and the construction and maintenance of said facilities shall be carried on in such a manner as not to interfere with or interrupt traffic on said county roads.
5. When performing work within the right-of-way, the owner or their contractor, agree that for all work done in the county road right-of-way, easement or other county property, that they shall be solely responsible for work zone safety and shall hold the county harmless and agree to indemnify the county from all claims that arise from their work in the right-of-way, and further, they agree that they will adhere to the manual on Uniform Traffic Control Devices (MUTCD) during the project. The owner or their contractor is responsible for providing, installing maintaining, and cleaning warning signs and protective devices; removing warning signs and protective devices when the work is complete; and providing flaggers for the protection of the traveling public and workers on the site.
6. Applicant shall hold Bremer County harmless from any damage that may result to said roadway because of the construction, operation or maintenance of said facility and/or connecting facilities and shall reimburse Bremer County for any expenditures it may have to make on said highway on account of said construction, operation or maintenance by the applicant, and shall replace and restore any roadway, including surface and subsurface materials.
7. Applicant shall hold Bremer County, Iowa, harmless from any damages that said County would otherwise be responsible for, that flow directly or in-directly from said project, because of construction, operation, or maintenance of said facility.

8. It is further understood and agreed that Bremer County, Iowa, shall not be liable, in any manner whatsoever, for any damages which might be caused by the actions of the County, its employees or agents, whether acting or assisting the applicant herein, acting in their own behalf, or for damages not related to work on the project caused incidentally by the negligence of the County. This is intended to be a complete indemnity agreement to the County for any claim or claims by the applicant company or to others against the County for damage to the applicant company's facilities.
9. Applicant shall hold Bremer County harmless and indemnify said county from any claim whatsoever by any and all person or persons, whether individually, jointly, or collectively, growing out of the installation, construction, maintenance, or repair of the facility. In the event claim is made (whether by suit or otherwise) applicant shall assume full responsibility for defending said claim, shall bear all expenses associated with said defense, and shall in every respect protect the county there from. Applicant shall further provide to the public of said applicant's insurance coverage for any claim or claims whatsoever the construction, maintenance, operation or repair of said facility. Said certificate shall be in a minimum amount of \$1,000,000.00 and applicant shall provide the County Engineer with proof of said insurance when requested, but, in any event, no later than annually so long as this agreement exists. Failure of the applicant to maintain insurance shall not relieve said applicant of the indemnification duties hereunder, but may be ground for termination of this agreement.
10. **Minimum ditch depth is two feet and maximum depth is three and one-half feet.** Unless otherwise approved in advance. The right-of-way width requirement shall be agreed upon prior to approval of excavation or reconstruction permit.
11. Applicant will notify the County Engineer when work is to begin and when the work is completed.
12. Applicant agrees to make any corrections to the work upon the County's inspection.

Owner's Signature _____ Date _____

Approved By _____ Date _____

Inspected By _____ Date _____