

DUBUQUE COUNTY UTILITY PERMIT

PERMIT NO: _____

ROAD: _____

DATE: _____

TO THE BOARD OF SUPERVISORS OF DUBUQUE COUNTY, IOWA:

The (company name) _____, incorporated under the laws of the State of _____, with its principal place of business at (mailing address) _____ (city) _____, (state) _____, (zip) _____ does hereby make application requesting permission for underground construction of _____

Plat of proposed underground construction showing location and pertinent information shall be attached to this application.

The proposed construction will be located _____ miles _____ from _____, (E,W,N,S) (intersection, place, town, etc.)

Township: _____, Section: _____ on (County road name) _____

More specifically described as follows: _____

Agreements. The applicant agrees that the following stipulations shall govern under this permit:

1. Permits from the County are required before any utility installation can begin.
2. All permit holders must submit a Certificate of Liability Insurance with Dubuque County named an additional insured party.
3. All permit holders must submit a Hold Harmless Agreement. The owner of the utility facility shall indemnify and hold harmless Dubuque County, its agencies and employees, from any and all causes of action, suits at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature, arising out of or in connection with the owner's use or occupancy of the public highway.
4. All costs for the location, construction and maintenance of the utility installation covered by this application shall be the responsibility of the permit holder.
5. The permit holder will file a plat showing the location, horizontally and vertically, of the proposed utility line, and that said plat is hereby made a part of this agreement; and that the description of the proposed installation shall include type, height and spacing of poles, maximum voltage, length of cross arms, minimum clearance and number of wires; type, size and capacity of underground cables, conduits, tile lines and pipe lines and maximum working pressures for pipe lines carry flammable products.
6. The installation shall meet the requirements of local municipal, county, state, and federal laws, franchise rules and regulations, regulations and directives of the Iowa State Commerce Commission; Utilities Division, the Department of Natural Resources, all rules and regulations of Dubuque County and any other laws or regulations applicable.
7. Utility poles placed within the county rights-of-way must be placed along the right-of-way line. Poles shall be located to provide sight distance at intersections.
8. Any open trenches in the roadway embankment must be completely backfilled with Class A crushed rock in no more than six inch lifts, and each lift thoroughly compacted before the next lift is placed.

9. Wires placed in the roadbed must not cross over culverts and shall be looped around the ends of culverts in a manner clearing the sides of the culvert a minimum of twenty feet or placed 36" below culvert flow line.
10. Underground installations must be placed a minimum of 36" deep in the right-of-way.
11. The permit holder and its contractors, shall carry on the construction, repair and maintenance of the accommodated utility with serious regard to the safety of the traveling public and adjacent property owners in such a manner as to cause minimum interference to or distraction of traffic on said highway.
12. Traffic protection shall be in accordance with the current Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and Iowa DOT standards. Proper warning signs and/or devices conforming to the MUTCD and Iowa DOT standards shall be used to alert the traveling public when workers and/or machines are present within the right-of-way. Flagging operations are the responsibility of the permit holder. The original placement of signs and removal upon completion of the work shall be accomplished by the permit holder.
13. All time loss encountered by County crews due to utility installations will be charged to the permit holders involved. All repair work performed by County crews, which was necessary because of the installation of utilities, will be charged to the permit holder.
14. The applicant will at any time subsequent to placing the accommodated utility, and at his own expense, relay, reconstruct or encase his lines as may become necessary to conform to new grades, alignment or widening right-of-way, resulting from maintenance or construction operations by Dubuque County irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement. The applicant agrees to do this promptly on order by the Board of Supervisors and without cost to the County. If the applicant is unable to comply promptly, the County may cause the work to be done, and the applicant will pay the cost thereof upon receipt of statement.

The County will endeavor to give the applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way, that is likely to expose, cover up, or disturb any accommodated utility belonging to the applicant, in order that the applicant may arrange to protect his lines. The County will inform contractors, and others working on the job, of the location of the lines so that reasonable care may be taken to avoid damaging the lines. The County assumes no responsibility, however, for failure to give such notice

15. The permit holder shall be responsible for any damage that may result to said highway because of the construction operation or maintenance of said utility. The permit holder shall return the entire roadway to its original condition and shall reimburse Dubuque County any expenditure that Dubuque County may have to make on said highway because of said Permit Holder's utility having been constructed, operated and maintained thereon.
16. The County assumes no responsibility for damages to the applicant's property occasioned by any construction or maintenance operations on said highway, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the accommodated utility.
17. The applicant shall take all reasonable precaution during the construction of said facility to protect and safeguard the lives and property of the traveling public and adjacent property owners, and shall hold the County harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such construction operations.
18. The applicant shall hold the County harmless from any damage that may result to said highway because of the construction or maintenance of said facility and shall reimburse the County for any expenditure that the County may incur on said highway on account of said applicant's installation.
19. The permit holder agrees to give Dubuque County forty-eight (48) hours notice of its intention to start construction on the highway right-of-way. The permit holder also agrees to at all times give Dubuque County timely notice of intention to perform routine maintenance within the right-of-way. Said notice shall be made in writing to the County Engineer.
20. Cable, pipe line, and tile line crossings shall be constructed as follows: water mains 2" or less inside diameter shall be copper or cast iron. Water mains of more than 2" inside diameter shall be cast iron and encased. The casing shall be of adequate strength and of sufficient length to extend 2 feet beyond the edge of the shoulder line. Pressure sewer lines shall meet the same requirements as water mains. Gravity sewer lines and tile lines shall be cast iron pipe or any approved extra strength pipe and need not be encased. Underground telephone and electric cables shall be installed in a casing. Natural gas service lines and mains in town distribution systems need not be encased except as may be required herein. On paved roads, cables, pipe lines, and casings may be placed through the sub grade by jacking or by boring a hole just large enough to take the line; or if the County Engineer approves, a tunnel may be dug through and the cable, pipe line or casing placed therein. On unpaved roads, an open trench may be dug and the cable, pipe line or tile line placed therein, and the trench backfilled over the line. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6 inch or less depth. All work shall be done in a workmanlike manner and the ground left in a neat condition satisfactory to the County Engineer.

**Underground Construction Permit
Release and Hold Harmless Agreement**

For Dubuque County Utility Permit No. _____

I, _____, state that I am the authorized agent for the company: _____ which is duly organized under the State of _____ as an organization, corporation, or agency and am authorized to bind to this Hold Harmless Agreement.

The organization, corporation, or agency having been issued a permit to construct underground utilities do hereby agree to hold harmless Dubuque County, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal County regulations in the area. The undersigned further agrees to indemnify and hold harmless Dubuque County, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses, including reasonable attorney fees, which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using, occupying, or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission, or negligence of any of the undersigned. The undersigned hereby waives all claims against the county for damages to any building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by Dubuque County, Iowa.

The organization, corporation, or agency further states that it has insurance to cover liability for the above activity in the amount of \$1,000,000 as evidenced on the attached proof of insurance certificate. Said certificate shall list Dubuque County, Iowa as an additional insured party.

Dated this _____ day of _____, _____.

Agent's Signature