

**APPLICATION FOR APPROVAL OF UNDERGROUND CONSTRUCTION
ON DELAWARE COUNTY RIGHT-OF-WAY**

Applicant: _____
Name of Individual or Company

Address

Incorporated under the laws of the State of _____ with principal place of business in _____
City and State

Date: _____

Delaware County Board of Supervisors
Manchester, Iowa

Sirs and/or Madams:

Approval is hereby requested for underground construction of

Plat of proposed underground construction showing location and pertinent information, shall be attached to each copy of the application.

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

Township: _____, Section: _____

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 Delaware County named an additional insured party.
3. All permit holders must submit a Hold Harmless Agreement.
4. 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.
5. 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.
6. 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.
7. Underground installations must be placed a minimum of 42" deep in the right-of-way.
8. 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.
9. 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.
10. The applicant will at any time subsequent to placing the cable, pipe line or tile line, 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 Delaware 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 cable, pipe line, or tile line 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

11. 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 said pipe line, conduit or tile line.
12. 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 save 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.
13. Operations in the construction and maintenance of said cable, pipe line, or tile line shall be carried on in such a way as to not interfere with, or interrupt traffic on said highway.
14. 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.
15. The applicant agrees to give the County forty-eight (48) hours notice of its intention to start construction on the highway right-of-way. Said notice shall be made in writing to the County Engineer.
16. Cable, pipe line, and tile line crossings shall be constructed as follows: water mains 2" or less inside diameter shall be copper, lead 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 of #9 below. 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.
17. Pipe lines conveying gas, (natural or artificial), oil, gasoline, motor fuel or other flammable substances under and across primary roads shall be installed in accord with rules of the Iowa State Commerce Commission and American Standard Transmission and Distribution Piping System requirements.
18. This permit is subject to any laws now in effect or any laws which may be hereafter enacted.
19. This application is subject to revocation by the Board of Supervisors at any time, when in the judgment of the Board it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

AFFIDAVIT OF APPLICANT'S SIGNATURE

I, _____ the _____
Name of individual Official title
for _____ of _____
Name of company Address

do solemnly swear I have read the foregoing application and all statements and data contained herein are true and correct.

Signature

RECOMMENDATIONS

Recommended for Approval:

By: _____

**APPROVAL OF BOARD OF SUPERVISORS
DELAWARE COUNTY, IOWA**

Chairman, Board of Supervisors

Date: _____

APPROVAL DATE: _____

Two copies of this application and plat must be filed with the County Engineer at Delaware, Iowa for each underground construction project on County right-of-way.

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

I, _____, state that I am the authorized agent for _____ which is duly organized under the State of Iowa 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 Delaware 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 utilities within Delaware County, Iowa right-of-way as explained in the attached application, to indemnify and hold harmless Delaware 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 or 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 or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the 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 Delaware County, Iowa.

The organization, corporation, or agency further state 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 Delaware County, Iowa as an additional insured party.

Dated this _____ day of _____, _____.

Agent's Signature