

**CEDAR COUNTY SECONDARY ROAD DEPARTMENT
PERMIT & AGREEMENT TO PERFORM WORK
WITHIN CEDAR COUNTY RIGHT OF WAY**

Cedar County, State of Iowa, and _____ (hereinafter referred to as applicant, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Cedar County hereby consents to and grants permission to the applicant, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

LOCATION:

Township _____ Range _____ Section _____ Road Name _____
Civil Township _____ Side of Road – N S E W

2. In consideration of Cedar County granting said permission and consent, the applicant, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent applicants and shall save Cedar County and the Cedar County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.

B. The applicant, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed.

C. The applicant shall hold Cedar County and the Cedar County Secondary Road Department, its employees and agents harmless and shall reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof.

D. Traffic protection shall be in accordance with the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for

correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

E. In placing the drainage structure no natural drainage course will be altered or blocked.

F. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer.

G. The traveled portion of the roadway shall not be damaged or disturbed.

H. The applicant, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

I. The applicant, organization or authorized representative assumes all liability and agrees to reimburse Cedar County for any damage to the roadway or ditch caused by placement of this structure.

J. Cedar County will not assume any of the cost of the construction of the said structure nor will Cedar County assume any future costs for maintenance or replacement of said structure.

K. If in the best interest of Cedar County, the said structure may be removed by the County, or may be caused to be removed, without any obligation by Cedar County to pay damages or cost of replacement.

L. Applicant, organization or authorized representative will reseed and mulch the disturbed areas. Cedar County will furnish necessary seed. Applicant, organization or authorized representative will be responsible for mulch and labor.

M. APPLICANT, ORGANIZATION OR AUTHORIZED REPRESENTATIVE HEREBY EXPRESSLY AGREES TO INDEMNIFY, DEFEND AND HOLD CEDAR COUNTY, ITS OFFICIALS, ITS EMPLOYEES, AND ITS AGENTS, FREE AND HARMLESS FROM AND AGAINST ALL LOSS, LIABILITY, EXPENSE, CLAIMS, COSTS, SUITS AND DAMAGES INCLUDING ATTORNEY'S FEES, ARISING OUT OF WORK PERFORMED OR ACTIONS TAKEN BY THE APPLICANT, ORGANIZATION OR AUTHORIZED REPRESENTATIVES PURSUANT TO THIS PERMIT.

N. APPLICANT SHALL PROVIDE CEDAR COUNTY WITH A CERTIFICATE OF INSURANCE SHOWING COVERAGE WITH A MINIMUM LIMIT OF \$1,000,000 PER OCCURRENCE FOR GENERAL LIABILITY AND IOWA STATUTORY MINIMUM REQUIREMENT ON AUTO LIABILITY.

O. NOT CONFORMING OR ACQUIRING A PERMIT IS A VIOLATION OF SECTION 318 2015 CODE OF IOWA.

P. This permit is subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies.

Q. This permit is subject to all the rules and regulations of Cedar County and the Cedar County Secondary Road Department to revocation by the Department at any time and at no cost to the Department, when in the judgement of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

R. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Cedar County Secondary Road Department for any materials removed from the highway right of way described as follows:

3. All work done by applicant, organization or authorized representative pursuant to this agreement shall be completed prior to the _____ day of _____.

Entered into this _____ day of _____.

Signature of Applicant or Authorized Representative

Telephone

Cedar County Engineer