EMMONS COUNTY UTILITY PERMIT

Permit Fee: $250.00
(Per Crossing)

_____
(Name and Address of Applicant)

_____
(Contact Number)

_____
(Name of Contractor and Phone Number)

Hereinafter called the Applicant, is hereby granted permission to install and maintain the facilities as described herein on county right-of-way, of County Road

_____

_____

Facilities to be installed pursuant to this permit are _____

_____ in accordance with plans, specifications and maps attached hereto,

For purposes of this permit "highway right-of-way" shall mean the highway right-of- way as it exists on the date of execution of this permit and shall also include that area within seventy-five feet of the center of the highway right-of-way over which the Board of Emmons County Commission has control pursuant to North Dakota Century Code Section 24-01-42.

INSTALLATION AND MAINTENANCE: Installation and maintenance of said facilities on highway right-of-way shall conform to the following provisions:

(1) Upon construction, maintenance, relocation or removal of said facilities, any right-of-way scars shall be removed and the disturbed areas restored to original condition, including the reseeding thereof where necessary. Trenches dug within the highway right-of-way exclusive of the roadway and inslopes shall be backfilled and compacted to a density equal to that of the adjacent undisturbed soil. Trenches dug in the roadway and inslopes when necessary shall be backfilled using only approved materials and compacted to 90% of the maximum dry density as determined by AASHTO T-180. The moisture content of the soil at the time of compaction shall be not less than 1% below the optimum moisture content nor more than 2% above the optimum moisture content. All costs incurred with regard to inspection and compaction testing conducted by Emmons County or its designees shall be borne by applicant.

TERMS AND CONDITIONS: Installation and maintenance of said facilities on the highway right-of-way shall be subject to the following terms and conditions:

(A) Installation, maintenance, relocation, and removal of said facilities on the highway right-of-way shall be done in a manner satisfactory to and subject to supervision by the County Road Superintendent for the Emmons County Highway Department.

(B) Emmons County shall not be liable for damage to said facilities resulting from construction, reconstruction, expansion, alteration, maintenance, replacement and repair of the highway. Applicant shall hold the County harmless for injury to persons or damage to property resulting from the location of said facilities on highway right-of-way.

(C) Applicant shall repair or replace highway structures and appurtenances, and any existing facilities located on, over or under the highway right-of-way, which may be damaged as a result of the installation and maintenance of said facilities on the highway right-of-way.

(D) Applicant shall promptly remove said facilities from the highway right-of-way or shall relocate or adjust said facilities at its sole cost and expense when requested to do so by the County.

(E) No construction shall be permitted across any county roadway. **All facilities must be bored beneath all paved and gravel surfaces at a minimum depth of 8 feet below the ditch bottom.**

WHEREAS, the terms of Section 24-01-42 of the North Dakota Century Code, provide that the Board of County Commissioners may grant such a permit. Approved by the County Commissioners this _____ day of _____, 20___, at Linton, North Dakota.

APPROVAL RECOMMENDED: **EMMONS COUNTY**

_____ _____

COUNTY ROAD SUPERINTENDENT **COUNTY COMMISSIONER**

ACCEPTANCE OF TERMS AND CONDITIONS

_____ _____

APPLICANT SIGNATURE **TITLE**

_____

Address that approved permit should be mailed to

Risk Management Appendix

Permittee agrees to defend, indemnify, and hold harmless Emmons County, its agencies, officers and employees (County), from and against claims based on the vicarious liability of the County or its agents, and based on the County's contributory negligence, comparative, and/or contributory negligence or fault, and sole negligence, and intentional misconduct. The legal defense provided by the Permittee to the County under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the County is necessary. Permittee also agrees to defend, indemnify, and hold the County harmless for all costs, expenses, and attorney's fees incurred if the County prevails in an action against the Permittee in establishing and litigating the indemnification coverage provided herein. The obligation shall continue after the termination of this agreement.

Permittee shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

1. **Commercial general liability insurance** – minimum limits of liability required are **$1,000,000 per person and $2,000,000 per occurrence.** If it is not practical for the Permittee to carry commercial general liability insurance, Permittee **may substitute farm liability insurance, renters insurance, or homeowners insurance** in the amount of **at least $1,000,000.**
2. If Permittee may use an automobile in relation to the attached agreement, Permittee must secure **automobile liability** insurance with a minimum liability of **at least $1,000,000**. The above limits may be satisfied through a policy or policies of insurance, primary and excess, including the so called umbrella or catastrophe form.
3. The County, its agencies, officers, and employees (County) shall be endorsed as an **additional insured** on the above policies.

The Permittee shall furnish a certificate of insurance coverage evidencing the requirement in 1 through 3 above to the undersigned County representative prior to commencement of this agreement.

Permittees' insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by the County.

The insolvency or bankruptcy of the insured Permittee shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Permittee from meeting the retention limit under this policy.

The Permittee must secure any necessary Workers Compensation coverage that may be required by North Dakota law.

When a portion of the Contract is sublet, the Permittee shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Permittee and the County as a result of work undertaken by the Subcontractor or Sublessor. In addition, the Permittee shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors or Sublessors performing work under the Permit are required to maintain the same scope of insurance required of the Permittee. The Permittee shall be held responsible for ensuring compliance with those requirements by all Subcontractors and Sublessors.