

Work in Right-of-Way Permit

CSAH _____ County Road _____ PERMIT # _____

APPLICANT INFORMATION		
Name of Applicant:	Telephone Number:	Fax Number:
Address:	E-Mail Address:	

LOCATION AND DESCRIPTION OF WORK TO BE PERFORMED	
Nearest Street Address:	Parcel Identification No. (PID):
If in a rural area, please describe location:	
Description of Work to be Performed:	
Describe Permanent Items to be in Right-of-Way (if any):	
Construction Start Date:	Construction Completion Date:

CONTRACTOR INFORMATION		
Construction and Restoration Work will be Performed by:	Address:	
Project Supervisor:	Telephone No.:	Mobile No.:

For Office Use Only			
Bond Amount:	Date Paid:	Amount Paid:	Check No.:
Bond Amount Returned			
½ Bond Returned	Date Paid:	Amount Paid:	Check No.:
½ Bond Returned	Date Paid:	Amount Paid:	Check No.:

Terms and Conditions

I agree to notify the County Engineer no less than three days and no more than five days prior to commencing work.

I agree to hold the County of Mille Lacs and its staff harmless from all claims as a result of the construction approved by this permit and for the full life of items/improvements placed in the right-of-way.

I agree all trenches, backfill, compaction and pavement restoration will be done by me or my contractor.

I agree to restore all disturbed areas including sod, gravel, sidewalk, curb, and pavement to as near their original conditions as possible as solely determined by the County Engineer.

Indicate on the attached drawing the pavement area to be removed and the proposed traffic control and signing.

I agree to the attached requirements established for blocking the road or digging in the traveled roadway; when applicable.

Work permitted within the right-of-way shall be installed, owned and maintained by the permittee. Mille Lacs County takes no ownership or responsibility for any item, improvement or action permitted within the right-of-way under this permit.

Mille Lacs County may allow the permittee to salvage an item(s) from the right-of-way that was previously permitted.

Work permitted within the right-of-way is subject to future removal and revocation of this permit. Any item or improvement permitted within the right-of-way that is in conflict with public safety, planned or future roadway improvements shall be removed by the permittee upon reasonable notice by Mille Lacs County. If the permittee is no longer identifiable (i.e. sold the property and moved out of the county), Mille Lacs County may remove the permitted item and/or improvement with no notice.

In the event this permit is revoked, Mille Lacs County has no obligation to reimburse the permittee.

I agree to maintain warning lights, signs, barricades, flagmen, and watchmen necessary for the protection of traffic and the public at all times, days and nights, during the work provided for by this permit.

Work in the right-of-way is subject to a traffic control plan (if applicable) prepared by a qualified person, subject to review and approval by the County Engineer. The applicant is required to provide, maintain and remove all required traffic control devices. Traffic control plans shall conform to the current Minnesota Manual of Traffic Control Devices as well as the temporary traffic control 'Field Manual'.

Permits are not transferable.

The permittee is responsible to locate and protect all underground utilities.

Work outside the specified dates is not permitted. If the applicant wishes to work outside the specified dates, an additional Work in Right-of-Way Permit application is required.

I agree to comply with the condition, restrictions, and regulations of the Public Works Department and instructions of the County Engineer.

Date _____

Applicant

Work in Right-of-Way Permit Authorization

Subject to all the terms, conditions and restrictions of the application and the following special instructions, a permit/special permit is granted to:

Date _____

County Engineer

Note: Only fill out if the below conditions apply.

June, 2016

**AGREEMENT BY MILLE LACS COUNTY FOR WORK ON RIGHT-OF-WAY
WHICH REQUIRES BLOCKING THE ROAD OR DIGGING IN THE TRAVELED ROADWAY**

Mille Lacs County authorizes work in CSAH or County Road _____ for the installation of _____
_____ subject to the following terms and the
conditions of the permit, and submission of approved insurance and bond.

1. The Applicant has reviewed all possible alternates to work in the right-of-way, and has determined that the county road is the only feasible location.
2. The Applicant agrees to assume all county costs and county liability of whatever nature related to the closing of traffic laws and temporary use of the road by the Applicant and agrees to hold the County harmless for all actions and liability related to the closing of the road including but not limited to the loss of property access; loss or delay of emergency response; reduction of adjacent fire and emergency access; traffic, pedestrian, or related accidents; and general liability.
3. The Applicant agrees to provide for attachment to this Agreement, at least ten (10) days prior to the road or lane closure, a liability insurance certificate in the amount of \$2,000,000, where \$500,000 will expressly insure against any claim for death by wrongful act or omission and where \$1,500,000 will insure against any number of claims arising out of a single occurrence, with the County named co-insured with no exceptions. The Applicant further agrees that no work on the street, road, highway or within the related right-of-way will occur until such certificate is approved by a representative of Mille Lacs County.”
4. The Applicant shall provide for attachment to this Agreement, at least ten (10) days prior to closure, a liability insurance certificate in the amounts and descriptions outlined in paragraph three for any such contractor or subcontractor that will be doing work in the right-of-way. No contractor or subcontractor will work on any street, road, highway or within the related right-of-way until such certificate is approved by a representative of Mille Lacs County.
5. The Applicant shall periodically inspect the barricades to assure they remain in place at all times and take extra care at areas of access used for deliveries of material to the site where vendors or other may move the barricades. All signs shall meet the MMUTCD requirements
6. The Applicant shall assure that no holes are dug in the street pavement other than those authorized by this permit.
7. The Applicant shall be responsible for removal of all debris on the street right-of-way, and the adjacent neighborhood at its expense.
8. Any damage to the road, sidewalk, or boulevard shall be repaired by the Applicant at its cost.
9. A bond of \$_____ shall be provided to assure restoration of the street; half to be returned when work is completed, and the remainder in a year unless needed for restoration or pending litigation.

This Agreement becomes effective upon the signature of the Applicant. The Agreement terminates upon acceptance of the road by the County Engineer, and satisfaction of all sections of the Agreement and settlement of all litigation or actions that arise.

Date _____

Mille Lacs County Engineer

Date _____

Applicant