

DRAINAGE TILE PARALLEL TO COUNTY ROAD AGREEMENT

WE THE UNDERSIGNED, do hereby request the County Board of Commissioners of Watonwan County, Minnesota to grant a permit allowing a _____ inch diameter drainage tile to be placed in the present road ditch parallel to County Road _____ (road number) in Section _____, Township _____, Range _____. A map/sketch showing proposed location of tile is attached to this permit.

If this permit is granted, we the undersigned do hereby agree to the following conditions:

WE AGREE the tile shall be placed at an elevation such that the distance from the top of the tile to the lowest ground elevation in the ditch shall be not less than 4-1/2 feet, unless waived by the County Engineer.

WE FURTHER AGREE that if the road is reconstructed, the County of Watonwan shall have no obligation to protect or reconstruct said tile lines in the event they are disturbed by said construction.

WE FURTHER AGREE any damages to the road ditches, culvert(s), and/or surfacing resulting from the construction or maintenance of the above described tile will be our responsibility to repair in a reasonable length of time to as good a condition as it was before said construction or maintenance and if we fail to properly repair the roadway, it is agreed that the County Engineer may have the work done and we will agree to pay for it upon receipt of a properly executed bill.

WE FURTHER AGREE to pay for all costs relating to the maintenance or construction of the above described tile. All installations shall be done to County Specifications and in accordance with any special provisions attached to this permit.

WE FURTHER AGREE to take all necessary precautions to maintain the safety of the operation and to be responsible for all liability for personal injury or property damage which may occur in connection with the work, to be responsible to contact representatives of and/or locate all other utilities buried in the road right-of-way and avoid disturbance of other utilities during placement of above described tile, and we agree to hold the County of Watonwan harmless therefore.

WE FURTHER AGREE to be responsible for all traffic control during tile placement within the County Road right-of-way. Traffic control devices shall comply with the Minnesota Manual for Uniform Traffic Control Devices and be in accordance with the current Mn/DOT Field Manual for Temporary Traffic Control Zone Layouts.

WE FURTHER AGREE that all equipment must be removed from the roadway at the end of each work day, must be parked outside of the roadway recovery area (ditch bottom/backslope or beyond), and that work can only be conducted during daylight hours.

WE FURTHER AGREE that Watonwan County, in granting this permit, is not responsible in any way for any damages resulting from the drainage of water through this tile, nor does granting this permit in any way imply that the County of Watonwan has given consent to transfer water in any drainage pattern or assumed any liability therefore.

WE FURTHER AGREE to defend, indemnify, and hold Watonwan County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the undersigned, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the undersigned or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

WE ATTEST that we have insurance coverage adequate to cover the limits of exposure to Watonwan County, for which we hve attached said insurance certificate to this agreement.

AGREED TO BY (Signature) _____ (Printed Name) _____

Address: _____ Phone: _____

Approved and executed this _____ day of _____ 20____

County of Watonwan

County Auditor

Chairman of the Board