

# CITY OF CARSON

## APPLICATION FOR EXCAVATIONS

APPLICABLE TO DIG, EXCAVATION, OR IN ANY MANNER DISTURBING ANY CITY STREET, PARKING OR ALLEY.

To the Honorable Mayor and City Council:

I hereby apply for a permit for excavation of a City (check all applicable:  Street  Parking  Alley

Application made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Location: Adjacent Street Address of Excavation \_\_\_\_\_

Purpose for Excavation \_\_\_\_\_

For Whom Excavation is to be Made \_\_\_\_\_

Name of Contractor if Applicable \_\_\_\_\_

Person Responsible for refilling of said Excavation and Restoration of the street or alley surface

Proposed Size of Excavation Area \_\_\_\_\_

Date project will be started \_\_\_\_\_, 20\_\_ Approximate date of completion \_\_\_\_\_, 20\_\_

Applicant Check list: \_\_\_\_\_ Surety Bond or Cash Deposit of \$1,000  
\_\_\_\_\_ Certificate of Insurance Indicating Applicant is Carrying Public Liability  
Insurance for Duration of Permit  
\_\_\_\_\_ Call Iowa One Call 48 hours Prior to Commencement of Excavation

\_\_\_\_\_ SIGNED INDEMNIFICATION AGREEMENT  
!!!!!!! IOWA ONE CALL !!!!!!!!  
**Remember to Call Before You Dig!** Request utility located 48 hours in advance.  
Dial 811

I, HEREBY CERTIFY, that said excavation will conform in all ways to requirements as set out in the Revised Ordinances of the City of Carson, Iowa as well as all statutory requirements of the State of Iowa. All applicants, and contractors and subcontractors are expected to sign an indemnification agreement which is attached herein.

\_\_\_\_\_  
Signature of Contractor/Owner Print Name of Contractor/Owner

\_\_\_\_\_  
Contractor/Owner Mailing Address

\_\_\_\_\_  
Cell Phone Number Home Phone Number

City Use: Plans and specifications  APPROVED OR  DENIED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
Approved by \_\_\_\_\_  
Authorizing Official

**CARSON CODE 135.09 EXCAVATIONS.** No person shall dig, excavate or in any manner disturb any street, parking or alley except in accordance with the following:

1. **Permit Required.** No excavation shall be commenced without first obtaining a permit therefor. A written application for such permit shall be filed with the City and shall contain the following:
  - A. An exact description of the property, by lot and street number, in front of or along which it is desired to excavate;
  - B. A statement of the purpose, for whom and by whom the excavation is to be made;
  - C. The person responsible for the refilling of said excavation and restoration of the street or alley surface; and
  - D. Date of commencement of the work and estimated completion date.
2. **Public Convenience.** Streets and alleys shall be opened in the manner which will cause the least inconvenience to the public and admit the uninterrupted passage of water along the gutter on the street.
3. **Barricades, Fencing and Lighting.** Adequate barricades, fencing and warning lights meeting standards specified by the City shall be so placed as to protect the public from hazard. Any costs incurred by the City in providing or maintaining adequate barricades, fencing or warning lights shall be paid to the City by the permit holder/property owner.
4. **Bond Required.** The applicant shall post with the City a penal bond in the minimum sum of one thousand dollars (\$1,000.00) issued by a surety company authorized to issue such bonds in the State. The bond shall guarantee the permittee's payment for any damage done to the City or to public property, and payment of all costs incurred by the City in the course of administration of this section. In lieu of a surety bond, a cash deposit of one thousand dollars (\$1,000.00) may be filed with the City. The City, in its sole discretion, may require a higher bond amount or cash deposit.
5. **Insurance Required.** Each applicant shall also file a certificate of insurance indicating that the applicant is carrying public liability insurance in effect for the duration of the permit covering the applicant and all agents and employees for the following minimum amounts:
  - A. Bodily Injury - \$50,000.00 per person; \$100,000.00 per accident.
  - B. Property Damage - \$50,000.00 per accident.

The City, in its sole discretion, may require higher insurance limits.

6. **Restoration of Public Property.** Streets, sidewalks, alleys and other public property disturbed in the course of the work shall be restored to the condition of the property prior to the commencement of the work, or in a manner satisfactory to the City, at the expense of the permit holder/property owner.
7. **Inspection.** All work shall be subject to inspection by the City. Backfill shall not be deemed completed, nor resurfacing of any improved street or alley surface begun, until such backfill is inspected and approved by the City. The permit holder/property owner shall provide the City with notice at least twenty-four (24) hours prior to the time when inspection of backfill is desired.
8. **Completion by the City.** Should any excavation in any street or alley be discontinued or left open and unfinished for a period of twenty-four (24) hours after the approved completion date, or in the event the work is improperly done, the City has the right to finish or correct the excavation work and charge any expenses therefor to the permit holder/property owner.
9. **Responsibility for Costs.** All costs and expenses incident to the excavation shall be borne by the permit holder and/or property owner. The permit holder and owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by such excavation.
10. **Notification.** At least forty-eight (48) hours prior to the commencement of the excavation, excluding Saturdays, Sundays and legal holidays, the person performing the excavation shall contact the Statewide Notification Center and provide the center with the information required under Section 480.4 of the Code of Iowa.
11. **Permit Issued.** Upon approval of the application and filing of bond and insurance certificate, a permit shall be issued. A separate permit shall be required for each excavation.
12. **Permit Exemption.** Utility companies are exempt from the permit application requirement of this section. They shall, however, comply with all other pertinent provisions.

INDEMNIFICATION AGREEMENT  
CITY OF CARSON, IOWA

APPLICATION FOR EXCAVATION

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Carson, Iowa, herein referred to as the "Indemnitee" and \_\_\_\_\_; Whose address is \_\_\_\_\_, herein referred to as "Indemnitor".

This indemnification agreement is made by the Indemnitor for the Indemnitee's benefit. The Indemnitor shall indemnify the Indemnitee from any and all liability, loss, costs, expenses, claims, and damages arising out of, resulting from, occurring through, and/or in connection with the performance of services or labor, including the providing of materials in conjunction with any and all bids, contracts, and agreements made by indemnitor with said Indemnitee.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Indemnitor, it is agreed as follows:

1. Indemnitor assumes and agrees to indemnify, save and hold harmless, the Indemnitee, its officers, agents, representatives, and employees from and against any and all liability, loss, costs, expenses, claims and damages for injuries, death and damages to any person and to any property, as the case may be, resulting from or arising through the operations of the Indemnitor or which may arise out of or result from the construction or doing of any work or furnishing of any articles or materials, directly or indirectly, in connection with or from the operations, work, services, labor, activities, use, management, conduct, act or omission of the Indemnitor, its employees, agents and/or other representatives.
2. Indemnitor agrees to comply with and will cause its employees, agents and representatives to comply with all governmental safety rules, regulations, and standards, whether Federal, State or Local, pertaining to or connected with any of the Indemnitor's services, work and operations, including any and all applicable provisions under the State and Federal Occupational Safety and Health Act (OSHA), for the benefit of the Indemnitee hereunder.

3. Indemnitor does hereby further agree to defend and indemnify Indemnitee against any and all actions, proceedings, claims, demands, and lawsuits, including the payment of reasonable legal fees, arising or resulting from any acts or omissions of the Indemnitor or of its employees, agent and representatives in connection with or resulting from the construction or doing of any work or furnishing of any articles or materials, directly or indirectly, by Indemnitor, including, but not limited to the operations, work, services, labor, activities, use, management, and conduct of the Indemnitor, its employees, agents and/or representatives.
4. Indemnitor agrees to indemnify, save and hold harmless the Indemnitee, its officers, agents, representatives, and employees from any and all loss and damage, of whatsoever kind, arising from the failure of Indemnitor or those acting under the Indemnitor to conform to the statutes, ordinances, regulations or other requirements of any applicable governmental authority.
5. The indemnification agreement is attendant with and supplemental to the Application for 

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 filed with the Indemnitee by or on behalf of the Indemnitor, its agents and assigns on \_\_\_\_\_ 20\_\_\_\_, by reference made a part hereof, and all the terms, conditions and provisions thereof are to apply hereto and are made a part hereof the same as though they were expressly rewritten, incorporated and included herein.
6. It is further understood and agreed by the parties hereto that if any of the provisions hereof should contravene, or be invalid under, the laws of the State of Iowa, such contravention or invalidity shall not invalidate this agreement, but each shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.
7. This agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

8. Indemnitor acknowledges that liability hereunder may be imposed upon him in both his/her individual, capacity and in doing business as \_\_\_\_\_.
9. Whenever used in this agreement as may be applicable, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
10. This agreement shall supersede all other agreements with respect to the above and foregoing matters.
11. This agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals at Carson, Pottawattamie County, Iowa, the day and year first above written.

City of Carson, Iowa, Indemnitee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Indemnitor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

