



**PERMIT FOR TILE CROSSING SECONDARY ROAD IN THE PUBLIC RIGHT-OF-WAY IN HANCOCK COUNTY, IOWA**

I, \_\_\_\_\_ (Owner) hereby request permission to tile across a Secondary Road in Hancock County located \_\_\_\_\_ feet N S E W (circle direction) of the \_\_\_\_\_ Corner of Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_. *(Please attach a map)*

Contractor: \_\_\_\_\_ *(Please Attach Contractor Proof of Insurance)*

Anticipated date of construction: \_\_\_\_\_

Size of connecting tile: Inlet \_\_\_\_\_ Outlet \_\_\_\_\_ Crossing Pipe \_\_\_\_\_

Proposed Crossing Pipe Material Type: \_\_\_\_\_

Estimated cost of installation: \_\_\_\_\_ feet as \$ \_\_\_\_\_ per foot equals \$ \_\_\_\_\_ total.

**SPECIFICATIONS**

1. Crossings under paved roads shall be bored. Crossings under granular surfaced roads may be open trenched. Applicant shall compact backfill, remove excess material, reshape, and reseed all areas disturbed to restore the original condition of the R-O-W.
2. For open trenched crossings, the full width of the roadbed shall be backfilled in lifts of 8 inches or less, with suitable material and proper compaction effort. The top one (1) foot of backfill material shall consist of crushed limestone, provided by the applicant. County shall be given the opportunity to inspect the crossing before being backfilled. Open trenched crossings shall not be performed between November 15<sup>th</sup> and April 1<sup>st</sup> unless specifically authorized by the County Engineer.
3. Private tile shall not be permitted to be outlet into the road right-of-way ditch, unless specifically authorized by the County Engineer.
4. Hancock County shall be notified forty-eight (48) hours in advance of the start of drainage construction operations in the public right-of-way.
5. Hancock County will have available all necessary traffic control signs in accordance with the MUTCD. Signs shall be installed and maintained by applicant during construction. Open trenches shall not be left open overnight without County Engineer approval.
6. The contractor shall notify Iowa One Call at least 48 hours prior to work and protect existing utilities. The contractor is responsible for any damages because of their work in the right-of-way.
7. The applicant does hereby agree to hold harmless, indemnify, and defend Hancock County, its Supervisors, Officers, Employees, and Agents, against all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the contractor, landowner, or renter, under the Permit for Tile Crossing Secondary Roads in the Public Right-of-Way in Hancock County, Iowa.

8. The contractor does agree, that to protect itself, as well as Hancock County, under the indemnity agreement provision, herein above set forth, will always during the time of construction have in force a general liability insurance policy in the amount of not less than One Million dollars (\$1,000,000). The Certificate of Insurance shall be provided to Hancock County prior to construction.
9. Upon completion of this crossing the applicant shall pay the contractor for work associated with this agreement. **Applicant shall provide Hancock County with proof of payment to the contractor to receive payment by Hancock County of 50% of crossing costs up to \$2,500.00 on an open trenched gravel road crossing, or up to \$15,000.00 on a bored crossing under a county highway.**
10. The installation of intakes on both sides of the ditch is a benefit to Hancock County and draining in the road ditch. **As such, Hancock County agrees to pay a flat fee of \$350/intake on each side.**
11. Payments for crossings will be made from available budgeted Hancock County Secondary Road funds. Payments will be reimbursed to the applicant in chronological order of permitted and completed crossings. If funds are not available in the Hancock County Secondary Road funds it is understood the applicant will be reimbursed at such time funds are available.
12. Drainage district/sub district boundaries shall be respected. Drainage across boundaries shall not be allowed without adhering to Drainage District procedures as per Iowa Code, Section 468.

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**SIGNAGE AGREEMENT**

The applicant agrees to place appropriate signage to alert the traveling public of the proposed work in the Hancock County right-of-way. Signs are available at Hancock County Secondary Roads if requested. The applicant shall hold Hancock County harmless for improper or insufficient signage.

\_\_\_\_\_/\_\_\_\_\_  
 Applicant's Signature                      Date

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**TILE CROSSING AGREEMENT**

In the event the foregoing permit application involves a drainage tile crossing a secondary highway right-of-way, and said drainage tile will enter upon, or cross property owned by another person, the following agreement must be completed. If modification to a Drainage District facility is required by this crossing, Drainage District approval is required and shall be attached to this application.

\_\_\_\_\_/\_\_\_\_\_  
 Applicant Property Owner                      Date

\_\_\_\_\_/\_\_\_\_\_  
 Downstream Property Owner                      Date

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**Permit Status:**     **Approved**     **Denied**

***Permit Expires 1 year after approval***

\_\_\_\_\_/\_\_\_\_\_  
 Applicant's Signature                      Date

\_\_\_\_\_/\_\_\_\_\_  
 County Engineer                                      Date