

**GRUNDY COUNTY
WORK-IN-ROW PERMIT APPLICATION**

22580 M Avenue; PO Box 127
Grundy Center, IA 50638
P:319.824.6912

Email applications to:
engineer@grundycountyiowa.gov

Application Fee: \$ _____



Official Use Only:	
_____	Permit No
_____	Approved Date
_____	County Engineer

This is a WORK-IN-ROW Permit Application for tiling, excavating, filling or making other physical changes within the secondary road right-of-way. Approval is hereby requested for performing work as follows: (this form may be modified for other request within road right-of-way.) This application is not for Utilities.

Applicant: _____ Date: _____
Landowner / Tenant

Address: _____ Phone: _____ Signature: _____

Contractor: _____ Phone: _____

Civil Twp: _____ Road No: _____ Sec _____ Twp _____ Range _____

Return Application to: Name: _____ Phone: _____ Email: _____	Upstream Landowner: Name: _____ Phone: _____ Signature: _____	Downstream Landowner: Name: _____ Phone: _____ Signature: _____
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Type & Description of work:	Acres Drained: _____ acres

Agreements. The Applicant agrees that the following stipulations shall govern under this permit. This permit should be granted because of the following reason(s):

- The applicant shall complete the table below showing all information required. On paved roads cables, pipelines and casings may be placed through the subgrade by jacking, or by boring a hole just large enough to take the line; or if the county engineer approves, a tunnel may be dug through and the cable, pipeline or casing placed therein. On roads. not paved, an open trench may be dug and the cable, pipeline or similar utility work placed therein, and the trench backfilled over the line subject to the approval of the county engineer. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth.

2. The applicant shall be considered the prime contractor with others who perform work on this project being subcontractors subordinate to him. The County reserves the right to reject any and or all bids or quotes on work which the County is required by law or regulation to perform, and to proceed with obtaining of the required material and accomplishing or completing the work with its own forces at a date convenient to do so
3. The applicant agrees to give the Board of Supervisors 48 hours' notice of intention to start construction on the highway right of way. Said notice shall be made to the office of the County engineer, and shall also provide time for delivery of any material which the county is obligated to furnish.
4. The applicant shall take all reasonable precaution during the construction operation or maintenance of said work to protect and Safeguard the lives and property of the traveling public, adjacent property owners, and the county, including the erection of proper warning signs in accordance to the current Manual on Uniform Traffic Control Devices (MUTCD) and employees, to not interfere with or interrupt traffic on said Highway, to return the entire roadway to its undisturbed condition. Upon request by the county, the applicant shall furnish proof of insurance or any guarantees, bonds, etc. satisfy Factory to the county, including insurance Company, policy number, type an amount of insurance, and expiration date.
5. The county, the county officials, and the Board of Supervisors assume no responsibility for damages of any kind, including punitive damages and legal fees, to the applicant's property or that of other including fences and utilities occasioned by any construction or maintenance operations on said highways. Including new or additional right of way acquired in connection therewith, subsequent to the building of said works. The applicant will also be responsible for locating in advance any previously constructed public or private utilities and show the utility owner or company of his work plan and schedule.
6. The applicant agrees to comply with all these provisions and at no expense to the county or the Board of Supervisors. If the applicant is, the Board of Supervisors may cause the above Provisions to be enforced, and the applicant will pay the cost thereof upon receipt of statement. Further, the applicant shall reimburse the county or the Board of Supervisors for any expenditure that the county or Board of Supervisors may have to make on said highway on account of said applicants Works having been constructed thereon. The county shall have no responsibility for providing an outlet or service mow or any time in the future because of the work.
7. The applicant certifies that they are not changing the water flow in the natural water course.
8. All work shall be done in a workmanlike manner, and the ground and site of the work shall be left in a neat condition, satisfactory to the engineer in charge.
9. The applicant agrees to abide by all federal laws, rules, regulations, etc., and the conditions of Chapter 319, 320, 455, 460, 461, 465, 466, 467, 477, 478 and 479 of the Iowa Code and other applicable rules, regulations, and chapters of Iowa Codes, and ordinances and policies of the County including all applicable safety regulations now in effect or which maybe hereafter enacted which are hereby included by reference. List other references ere for convenience only.
10. Any survey, design, or other technical service required for the work shall be done under the direct personal supervision of a qualified individual and shall be paid for by the applicant.
11. The applicant shall be responsible for all damages resulting from the method, which he shall select at his own peril, which is to be used for the installation of an underground cable, pipeline, or similar work, in accordance with Section 465.19 Code of Iowa to wit.

“Any person who shall dam up, obstruct, or in any way injure any ditch or drain constructed, shall be liable to pay to the person owning or possessing the swamp, marsh or other low lands, for the draining of which such ditch or ditches have been opened, double the damages that shall be sustained by the owner, and, in case of second or subsequent offense by the same person treble such damages.”.
12. Applicable field warning and location signs will be installed, and continuously maintained by the applicant in accordance with the current MUTCD.
13. Utilities under and across primary and county secondary roads shall be installed in accordance with local and State of Iowa rules and regulations subject to the approval of the Board of Supervisors or other appropriate authority.
14. All of the provisions on this application shall apply and take precedence unless specifically waived by the approving authority.
15. This permit shall expire three (12) calendar months after approval by the Board of Supervisors unless approved otherwise. Any permit fees shall become the property of the County and shall not be refunded if the requested works are not completed within this time period. In such an event, the applicant hereby agrees to remove all of applicant's property from the said right-of-way without delay and without cost to the county as if it were an obstruction.
16. The work covered under this permit shall be for road purposes and to be in the public interest.
17. Changes or additional information on this form may be dated and initialed or attached as dated and signed amendments in numerical sequence to the appropriate exhibit.