

# Work In The County Right of Way Requirements

**Certificate of Insurance:** \$500,000 General Liability from the contractor.  
Certificate Holder: Tippecanoe County Board  
of Commissioners.

**Construction Maintenance Bond:** From the contractor, a 3 year \$5,000.00 Bond.

**Site Plan:** Show right-of-way, road surface, existing utilities, and proposed work dimensioned from right-of-way and edge of surface.

**24 Hour Notice:** A 24 hour notice needs to be given in the Highway Engineers office before you begin work (765) 423-9210.

**Fee:** Per Ordinance No. 2002-40-CM. The Highway Department will calculate fees.  
Checks made payable to the Treasurer of Tippecanoe County.

*Prepared by the Tippecanoe County Highway Engineering Department  
20 North 3<sup>rd</sup> Street  
Lafayette, IN 47901*

*(765) 423-9210*

**APPLICATION FOR PERMIT TO CUT INTO TIPPECANOE COUNTY RIGHT-OF-WAY**

Application is hereby made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ for a permit to cut into Tippecanoe County Right-of-Way at the following

described location : \_\_\_\_\_

Lot # \_\_\_\_\_ Section: \_\_\_\_\_ Township: \_\_\_\_\_

for the purpose of \_\_\_\_\_

W.O. No. or S.O. No. \_\_\_\_\_

Type of Surface where opening is to be made \_\_\_\_\_

Opening will be \_\_\_\_\_ feet long in right-of-way and \_\_\_\_\_ feet long in road surface by \_\_\_\_\_ feet wide

and \_\_\_\_\_ feet deep.

**RESPONSIBILITY:** If the inside face of trench is within three (3) feet of the edge of the road surface, I hereby agree to backfill the trench of the said opening with bank run gravel or crushed stone, which will be thoroughly compacted by tamping in layers not to exceed four (4) inches in depth to within twelve (12) inches of the present surface and to dispose of all surplus material and also to replace the remaining twelve (12) inches within the trench opening as per existing conditions prior to making trench, except that portion of the trench which is in the traveled road, the remaining twelve (12) inches will be backfilled with coarse gravel or crushed stone, maintained in a smooth and uniform condition for a period of not less than four (4) weeks after traffic is again permitted to pass over the filled trench, until such time the surface shall be replaced to existing conditions unless otherwise provided by special provisions.

For any cut other than the aforementioned conditions, I hereby agree to backfill the trench of said cut by thoroughly tamping the backfilling in layers not exceeding four (4) inches deep, unless provided by special provisions.

**I FURTHER AGREE:**

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavement, existing structures, existing right-of-way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights, as set out in Section D of the Indiana Manual on Uniform Traffic Control Devices, to safely direct traffic over and around that part of the road where the above described work is to be done, so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or road improvements necessitate and when requested to do so by the Tippecanoe County Highway Engineer;

To assume all responsibility for any injury or damage to persons or property resulting directly, or indirectly, from the work contemplated in this application;

To notify the Tippecanoe County Highway Engineer in advance of the time of beginning the work done under this permit;

To restore the County property cut into or damaged, including said road and lateral cuts by applicant to its condition immediately prior to the applicant's damage or cut to the satisfaction of the Tippecanoe County Commissioners, Tippecanoe County Highway Supervisor, and the Tippecanoe County Highway Engineer.

In accordance with the Schedule of Fees, shown on the reverse side of this sheet, a check in the amount of \$\_\_\_\_\_ ( is attached) ( will be forwarded upon receipt of invoice). If, in completing the work, a wider cut is made in the surface than that specified on this application, any additional amount due will be remitted to the Tippecanoe County Highway Department upon completion of the project.

A Maintenance Bond, which is required on each permit, based upon one-hundred percent (100%) of the estimated cost of labor and materials needed to restore the County property being cut into or damaged by applicant to it's condition immediately prior to applicant's opening or damage, and which is to remain in effect for a period of three (3) years from the date of completion of said work ( is attached) ( is on file with the Tippecanoe County Highway Department). Standard Bond Form # 76-102 shall be used and Bond shall be made payable to the Board of Commissioners of Tippecanoe County.

CONTRACTOR \_\_\_\_\_

APPLICANT \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

(AUTHORIZED REPRESENTATIVE)  
PHONE NUMBER \_\_\_\_\_

**NOTE:** *All checks should be made payable to the Treasurer of Tippecanoe County and forwarded to the Tippecanoe County Highway Engineering Department.*

**GRANT OF PERMIT TO CUT INTO TIPPECANOE COUNTY RIGHT-OF-WAY**

The Tippecanoe County Highway Engineer hereby grants to \_\_\_\_\_

\_\_\_\_\_, a permit to cut into the Tippecanoe County Highway Right-of-Way

described herein, on condition that said applicant file with the Tippecanoe County Highway Engineer, a Maintenance Bond ( County Form No. 72-102) made payable to the Board of Commissioners of Tippecanoe County in the amount of \_\_\_\_\_

\_\_\_\_\_ ( \$ \_\_\_\_\_ ).

This permit shall expire one year from the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, unless actual work has begun on the above mentioned location.

This permit is not effective until the above described Bond is filed.

If any person shall install a pipeline, conduit, or private drain across or along any County Highway, or shall block or damage a County Highway, without first obtaining a permit therefore, and filing with the Tippecanoe County Highway Engineer a Bond, as provided herein above, such person shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined any sum not exceeding One Thousand Dollars ( \$1,000.00).

**APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.**

**TIPPECANOE COUNTY HIGHWAY DEPARTMENT**

\_\_\_\_\_  
**Stewart W. Kline, P.E., Executive Director**  
**Michael J. Spencer, Assistant Executive Director**

**TIPPECANOE COUNTY HIGHWAY DEPARTMENT**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_,  
 As Principal (hereinafter referred to as Principal), and \_\_\_\_\_ as  
 Surety, are held and firmly bound into the Board of Commissioners of the County of Tippecanoe in the State of  
 Indiana, jointly and severly, in the sum of \_\_\_\_\_  
 Dollars ( \_\_\_\_\_ ), in the aggregate, for the payment of which we firmly bind ourselves, our heirs,  
 executors, administrators and assigns.

WHEREAS, the Principal wishes to install the following on the right-of-way of  
 \_\_\_\_\_ highway, located in Tippecanoe County, State of Indiana:

Now, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the  
 work to be done in such installation above referred to and shall fully indemnify and save harmless the Board of  
 Commissioners of the County of Tippecanoe in the State of Indiana from all costs and damage which the Board  
 may suffer by reason of the failure of Principal to do so and shall fully reimburse and repay the Board of  
 Commissioners for all outlays and expenses which the Board of Commissioners may incur in making good any  
 such default and shall pay all persons who have contracts directly with the Principal for labor and materials, and  
 the Principal warrants that such installation shall be done according to standards of good workmanship, and that  
 the materials used in the construction and installation shall be of good quality and construction and that such  
 project shall be constructed in accordance with the standards, specifications and requirements of the Tippecanoe  
 County Highway Department permit and the Sub-Division Control Ordinance applicable to said plat, and if  
 Principal, at its own expense for a period of Three (3) years after said improvements and installations are accepted  
 for public maintenance by the Board of Commissioners of the County of Tippecanoe in the State of Indiana, shall  
 make all repairs thereto which may become necessary by reason of improper workmanship or materials, with such  
 maintenance, however, not to include any damage to said improvements and installations resulting from forces or  
 circumstances beyond the control of said Principal or occasioned by inadequacy of standards, specifications and  
 requirements of said Tippecanoe County Highway Permit and Sub-Division Control Ordinance; then this  
 obligation shall be null and void; otherwise it shall remain in full force and effect.

Note: Principal shall pay all cost of inspection, including the wages and expense of an  
 Inspector employed by the County (where inspection is required).

In witness whereof we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
(Certain Name of Principal Above)

By:

\_\_\_\_\_  
(Sign here and indicate capacity or position with  
Principal)

PRINCIPAL:

\_\_\_\_\_  
(Insert Name of Surety)

By: Attorney-in-fact

Surety:

The above Maintenance Bond approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of the  
County of Tippecanoe, in the State of Indiana.

ATTEST:

\_\_\_\_\_  
Auditor of Tippecanoe County