

APPLICATION FOR UTILITY CONSTRUCTION PERMIT

Date: _____

To: The Board of Commissioners of Delaware County, Ohio, and the Delaware County Engineer

Application is hereby made by:

(1) Company Name: _____

(2) Address: _____

(3) Telephone: _____ (4) Email: _____

(5) Remit Permit to: (email) _____

(6) Brief description of work (attach separate plan sheet(s))

(7) Location of work: _____ (8) Work order name/number: _____

_____ Along _____ Across

Road Name and Number: _____

(9) Work will commence on or about _____ and will require _____ days.

(10) If this permit is granted, the Company agrees to the following conditions.

PERMIT CONDITIONS

A. All work shall be conducted in accordance with the submitted plans and the Delaware County Engineer's Design, Construction & Surveying Standards, as adopted by the Delaware County Board of Commissioners in Resolution No. 08-80, subject however to the laws of the State of Ohio governing the location, construction, removal and relocation of utilities and all lawful orders issued by the Delaware County Board of Commissioners or other public officers having authority.

B. The proposed utility shall be installed in and/or across the roads named in this application form and only in the locations and at the grades established and delineated upon the plans attached to the application form and as approved by the County Engineer. The proposed (type of utility) _____ will be placed within the public road right of way at a minimum depth of 48 inches, and at approximately _____ feet from the edge of pavement.

C. The installation location shall be changed as may be directed by the Delaware County Board of Commissioners and its successors in authority when such changes or relocations are necessary for the convenience of the public, or in connection with, or in contemplation of the construction, reconstruction, improvement, maintenance, and repair of said roads, or any other public ways or any other public improvement. All expense of such change shall be paid by the company, or in the event of the failure to make such changes after 30 days written notice so to do, the Board of County Commissioners or other public authority may make such changes, all cost and expenses of which shall be paid by the Company.

D. All road crossings where said road is hard surfaced (hot mix, chip & seal, etc.) will be made using boring method, unless further application is made regarding cutting the pavement.

E. All mailboxes, signs, yards, driveways, roads, drainage structures, including tile, fences, ditches and sidewalks damaged or removed during initial construction or future maintenance will be replaced or repaired as good as or better than existing. At no time, will the Delaware County Board of Commissioners or Delaware County Engineer be held responsible for damage to the facilities placed under an issued permit.

F. Traffic will be maintained at all times, unless permission is granted by Delaware County to close the road. Construction signs, barricades and lights placed on the job shall be in accordance with the "Uniform Traffic Control Devices" or "Traffic Control for Construction & Maintenance."

G. The Company, or its successors or assigns, shall at all times and at all places maintain its utilities in a safe and proper manner and shall promptly repair all damages resulting from time to time to said roads on account of the use and occupancy of said roads and in the event of failure so to do after 30 days written notice shall promptly pay to the County and other public authority all cost and expenses which may be expended in repairing such damages.

H. The Company hereby agrees to hold Delaware County harmless from any and all claims for personal injuries and property damage that might be brought due to this work and/or the installation of the facilities covered by this Agreement and agrees to indemnify the County for any and all claims paid for personal injuries and/or property damage which might arise due to this work and/or the installation of the facilities covered by this Agreement, the reimbursement to include but not limited to court costs and attorney fees.

I. When work is performed by contract, the Company shall contract with a reliable contracting firm for the construction of the aforementioned facility under the terms of which, contractor shall be required to maintain and keep in force and effect with respect to all work to be performed, a policy or policies of public liability insurance with a minimum limit of \$300,000, for one person injured or killed and \$1,000,000, for any one accident and property damage insurance with minimum limits of \$300,000. Certificate of Insurance must be on file with the County naming Delaware County as additional insured.

J. On all projects, an inspector employed by the Company, or its contractor shall be on the project 100% of the time to assure that quality construction practices are followed, and that the intent of this permit is satisfied.

K. The grant herein made shall not be exclusive and nothing herein shall be construed to prevent the Delaware County Board of Commissioners or other public authority from granting the privilege for like purposes herein granted to any other person, firm or corporation hereafter making application therefor. Upon failure of the Company to carry out and comply with any or all of the provisions of this permit, this permit shall be null and void. All provisions and regulations herein contained shall be binding upon the Company, and the transfer or assignment of any of the rights and privileges hereby granted shall not release or relieve the Company therefrom.

L. The Company's representative signing this application is duly authorized to submit this application and bind the Company to all Permit Conditions.

This application must be received no later than 4 weeks, and no earlier than 8 weeks, prior to project start date. Delaware County must be notified at (740) 833-2433, 48 hours before starting work.

Signature of Authorized Representative

Name and Title

THIS PERMIT IS NOT A SUBSTITUTE FOR SATISFYING THE RIGHTS OF ANY OTHER PARTY THAT MAY HAVE AN INTEREST IN THE UNDERLYING FEE.