

EXAMPLE #1

WORK IN THE RIGHT-OF-WAY TERMS AND CONDITIONS

Applications can be submitted electronically to **INSERT EMAIL**. The application and one copy of each required attachment (if any) must be merged into one pdf attachment. Applications may also be delivered/dropped off at the **LOCATION, Attn: RESPONSIBLE PARTY/DEPARTMENT, ADDRESS**.

Permit Terms and Conditions

In accordance with the **INSERT LOCAL AGENCY ORDINANCE NAME**, the Applicant acknowledges and agrees to the following, as evidenced by the signature below.

Applicant shall comply with all **LOCAL AGENCY** Standard Drawings, INDOT standards and specifications (as applicable), and the **LOCAL AGENCY'S Utility Policy**. Applicant shall provide plans for construction and complete project per the approved plans and within the dates provided. Minimum requirements for site plan include right(s)-of-way with work, location of work within the right-of-way, size of roadway/sidewalk cuts, bore pit/open trench size and locations, linear feet of boring, new pole locations, linear feet of new aerial lines, and maintenance of traffic plan. Furthermore, pictures of the work locations within rights-of-way and easements before work commences and restoration work is complete.

Plan approval does not warrant the accuracy of information as it is the sole responsibility of the applicant to provide accurate plans—including the location of rights-of-way. Any deviation from the plans, traffic control, and construction dates shall be conveyed immediately to the **LOCAL AGENCY** for approval. Permittee acknowledges and agrees to indemnify, defend, and hold harmless the **LOCAL AGENCY** for the work approved and performed by them.

Restoration work shall be accomplished within five (5) working days of completing the principal work activity for which the permit was issued. It shall be the Applicant's responsibility to temporarily restore and maintain vehicle and/or pedestrian access and ensure the safety of any street cut, trench, or access pit pending final restoration. Acceptance of temporary and final restorations, and ultimately, the release of surety, shall be subject to approval by **LOCAL AGENCY**.

1. Restoration methods and materials are set out in the **LOCAL AGENCY** Standard Details and Specifications.
2. Any sod, plantings, or other landscaping materials or features disturbed due to work under this permit shall be restored in kind to a condition as good or better than prior to commencement of work. Acceptance shall be subject to approval by the **LOCAL AGENCY**.
3. The Applicant shall be responsible for providing, erecting, and maintaining any necessary signs, barricades, lights, and other warning devices required to direct vehicular and pedestrian traffic over, around, or through the worksite safely and protect vehicles and pedestrians from any worksite hazards. If a two-way, two-lane roadway is restricted to one lane, traffic control personnel will be required unless waived in writing by the **LOCAL AGENCY**. If access is severely limited, then the Applicant shall contact the **LOCAL AGENCY** Police, Fire, and Communications/Dispatch Departments and provide notification of any traffic restrictions.
4. The Applicant is responsible for maintaining ADA accessible routes during and after construction as set forth in the PROWAG.
5. The Applicant shall notify the **LOCAL AGENCY** 48 hours prior to commencement and again upon completion of the work under this permit, so appropriate inspections are completed to ensure specification compliance.
6. A Right of Way permit will be required, and permit fees should be made payable to the **LOCAL AGENCY**. Fill in the permit fee sheet on the next page prior to submittal to the **LOCAL AGENCY**.
7. The permit requires a surety bond of \$2,000 per location or a \$10,000 blanket bond. Furthermore, a \$10,000 maintenance bond posted herewith in compliance with the **LOCAL AGENCY'S Utility Policy** shall not be released for five (5) years from the work's completion date and shall not be released without written acceptance of improvements and restoration by the **LOCAL AGENCY**.
8. In the event work within the right-of-way occurs without a permit, a stop work order will be issued with \$1,000 fee for the first offense, \$2,000 fee for the second offense, and a \$5,000 fee for each subsequent offense. Any work done after the stop work order is issued will result in a fee of \$500 per day.

Signature of Applicant

Printed Name

Company Name (if applicable)

Telephone Number

Date

EXAMPLE #2

WORK IN THE RIGHT-OF-WAY TERMS AND CONDITIONS

The **LOCAL AGENCY**, herein after referred to as the “Board”, and the applicant and/or the owner of the facilities being installed, shall hereinafter be referred to as the “Permittee” agrees to the following:

1. The Permittee shall provide a drawing of the proposed installation
2. The Permittee shall call 811 for locates prior to any excavation in accordance with Indiana State law, including the dates outlined in their 811-dig ticket
3. The utility facilities which are to be retained, installed, adjusted, or relocated on, over, along, or under the highway, within **LOCAL AGENCY** right-of-way limits, will be located and accommodated in a manner that will not impair use of the highway, it’s maintenance, or otherwise interfere with its safe operation
4. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future conditions or road improvements necessitate such action when so requested by the Board, including the assumption of cost thereof, except where Permittee has a compensable property right, or where reimbursement of such cost is provided for by law.
5. All disturbed areas shall be seeded or sodded by the Permittee within 30 days of completion to prevent erosion. This work may be deferred until growing season upon installations of erosion control measures at the **LOCAL AGENCY’s** discretion.
6. The Permittee shall not plant flowers, shrubs, or trees within the right-of-way. Existing plantings in the right-of-way creating a potentially dangerous condition as determined by the **LOCAL AGENCY** shall be removed by the Permittee.
7. The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing, and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the road right-of-way
8. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of the Permittee’s negligence in connection with any work done pursuant to the agreement
9. During the progress of any construction undertaken within the limits of said roadway in compliance with this agreement, the Permittee shall provide a watchman and flagman as may be required for safety and convenience of the public. Traffic shall be maintained at all times unless otherwise indicated by special endorsement of the Boards duly authorized representative. Further, any detours of traveled roadways in **LOCAL AGENCY** must be approved by the **LOCAL AGENCY** and the Board which have acknowledged and approved the impact of such detours on the **LOCAL AGENCY** roadway system prior to the implementations of such detour as may be required.
10. All damages to drainage structures, roadbeds, pavements, ditches, and other street or highway appurtenances arising from the installations, maintenance, or report of the Permittee’s utility facilities shall be repaired at the expense of the Permittee. No portion of pavement or roadway shall be disturbed without prior permission from the Board. If a road but is approved by the Board, the Permittee shall make all necessary repairs according to specifications obtained by the **LOCAL AGENCY**. Upon completions of any work within the limits of the roadway, all disturbed portions shall be replaced as nearly as practical in as good a condition as they were when the work was begun.
11. It is understood and agreed to by the Board and the Permittee that all utilities shall comply with the “Indiana Department of Transportation Utility Accommodation Policy, September 10, 1990”, or latest edition.

Signature of Applicant

Printed Name

Company Name (if applicable)

Telephone Number

Date

EXAMPLE #3

WORK IN THE RIGHT-OF-WAY TERMS AND CONDITIONS

1. Detailed drawings are to be included with each application
2. All improvements or facilities shall be installed according to LOCAL AGENCY Standards, Specifications, and Codes.
 - a. Failures to comply with LOCAL AGENCY Standards, Specifications, and Codes subjects the Applicant to penalties as set forth in LOCAL AGENCY CODE.
3. The Applicant is responsible to locate all utilities by calling 811 at least two (2) days before any excavation.
4. Upon completions of the work allowed under this permit, the area shall be restored to the original condition or improved unless otherwise stated by the LOCAL AGENCY.
5. The Applicant agrees to reimburse the LOCAL AGENCY for any expense caused by settling after installation or any other damage cause to the roadway, curb, sidewalk, or any other infrastructure within the LOCAL AGENCY right-of-way as a result of the work performed under this permit.
6. It is understood that any permit granted by virtue of this request is revocable at the pleasure of the LOCAL AGENCY at any time and for any reason.
7. The Applicant agrees to indemnify and hold the LOCAL AGENCY harmless for any and all claims, damages, losses, and expenses including attorney's fees for all actions permitted and/or arising from the issuance or revocation of this permit. The undersigned assumes all obligations for the proper maintenances of any facilities or improvement to be installed and agrees to indemnify and hold the LOCAL AGENCY harmless in the construction, operations, and maintenance thereof.
8. Traffic control for construction and maintenance activities in the right-of-way shall conform to and be in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD).
9. Contact the LOCAL AGENCY one (1) week prior to any road closures or any lane restrictions.
10. Applicants are responsible to obtain any other necessary approvals including, but not limited to, other LOCAL AGENCY department permits, and state or federal permits.

I hereby acknowledge that I have read, understood, and agree to all terms and conditions of this application.

Signature of Applicant

Printed Name

Company Name (if applicable)

Telephone Number

Date