

Village of South Lebanon (VSL)

99 High Street

South Lebanon, OH 45065

Ph. (513) 494-2296 Fx. (513) 494-1656

Application for Permit to Make Improvements in Right-of-Way (R-O-W)

APPLICANT:

[Owner of utilities/improvements to be constructed]

Name of Applicant (Name of Entity): _____

Applicant Mailing Address: _____

Name of Applicant's Contact Person: _____

(Authorized Representative of Applicant, not a consultant, contractor/sub-contractor)

Contact's Mailing Address (if different): _____

Contact's Phone # (Land Line): _____ (Cell Phone): _____

Contact's Email Address: _____

PROJECT CONSULTANT, CONTRACTOR/SUB-CONTRACTOR:

Name of Entity: _____

Mailing Address: _____

Contact Person: _____

Contact's Mailing Address (if different): _____

Contact's Phone # (Land Line): _____ (Cell Phone): _____

Contact's Email Address: _____

DESCRIPTION OF PROJECT

Project Name: _____

Location of Project: _____

Type of Proposed Work: _____

Purpose of Proposed Work: _____

Proposed Beginning Date: _____

Proposed Hours of Work: _____

Check all applicable boxes below:

Jack & Bore Directional Bore Open Cut-roadway Open Cut-curb and/or sidewalk

Install Underground Utilities [**Complete the Underground Utilities Location Diagram – See Page 5**]

Install Overhead Utilities Overhead Utility Crossing

Adjust Manhole/Pull box Drive Approach Other: _____

Requires Traffic Control [**Attach proposed Traffic Control Plan**]

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CONDITIONS OF APPROVAL

- 1) The Applicant or its consultants, contractors/sub-contractors shall complete and file an OUPS Locate Work Order form available online at <http://www.oups.org/ExploreOUPS/LocateWorkOrderForm>, and provide a copy to the VSL Administrator simultaneously.
- 2) Regardless of the issuance date of this Permit, no excavation may occur prior to OUPS marking known utilities in the R-O-W.
- 3) If the Permit indicates, a representative of the Applicant and VSL must view the project site together prior to excavation or construction.
- 4) Applicant or its consultants, contractors/sub-contractors must maintain traffic at all times, unless VSL grants a permit for a temporary road closure. Applicant must contact Public Works Superintendent a minimum of 48 hours in advance of a road or lane closure.
- 5) Disturbance to all pavement, curbs, shoulders/berms, sanitary and storm sewers, water lines, or other utilities must shall be kept to a minimum. No tracked equipment is permitted on the existing roadways. If pavement, curbs, shoulders/berms, sanitary and storm sewers, water lines, or other utilities (including apparatus relating thereto) are damaged by construction, construction equipment or by excessive weight, regardless of whether caused by its consultants, contractors/sub-contractors, Applicant shall be solely responsible for the costs to repair or replace such items. VSL in its sole discretion may order Applicant to complete the repairs or replacement, or elect to use its own workforce.
- 6) Applicant shall notify VSL Administrator upon completion of the project subject to this Permit, and further provide VSL with as-built drawings of all permanent improvements constructed in the R-O-W.
- 7) Approval of this Permit is not an acquiescence, admission, verification or ratification on the part of VSL or its agents, consultants, employees, officials or insurers as to the location of the existing R-O-W, or as to any existing easements. Applicant and its consultants, contractors/sub-contractors shall be solely responsible for determining the location of the existing R-O-W or easements. Applicant shall be solely liable for trespassing on private property outside the R-O-W or easements, and by completing this Application, Applicant agrees to indemnify and hold harmless VSL for all claims relating to such trespass.
- 8) Applicant agrees to re-relocate, at Applicant's sole cost and expense, all equipment, facilities and apparatus relating thereto installed in the R-O-W under this Permit, in the event of a subsequent roadway construction project including roadway widening, traffic signal installation or modification, bridge widening, replacement or rehabilitation, that makes the relocation of Applicant's equipment, facilities or apparatus relating thereto necessary, as determined in the sole discretion of VSL.
- 9) This Permit is non-exclusive, and revocable for breach of its terms and conditions.
- 10) Applicant (regardless if directly or proximately caused by its consultants, contractors/subcontractors) shall assume all liability and shall indemnify, defend and hold harmless VSL and its agents, consultants, employees, officials and insurers from and in all respects of any and all claims, costs, death, demands, expenses, injuries, judgments and interest, legal and litigation expenses, liens, losses, damages or deficiencies of any nature whatsoever to persons or property resulting from, arising out of, or attributable to: i) non-fulfillment of any agreements or obligations that arises from the performance or non-performance of this Permit; and, ii) any acts or omissions of Applicant or its consultants, contractors/sub-contractors. \

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11. Applicant shall carry comprehensive commercial general liability and casualty insurance, with no interruption of coverage during the term of the Permit applied for herein. Applicant agrees that in the event that its comprehensive general liability policy is maintained on a “claims made” basis, and upon expiration or revocation of the Permit applied for herein, Applicant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the expiration of such Permit. Applicant shall provide the Village with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days’ notice of cancellation or non-renewal to the Village Administrator. Cancellation or non-renewal of insurance shall be grounds to revoke the Permit applied for herein. The insurance shall comply with all of the following provisions:
- (a) The insurer shall have an AM Best rating of A- or better, unless otherwise agreed by the Village in writing;
 - (b) The insurance coverage must have commercial general liability limit of \$1,000,000 per occurrence for bodily injury, personal injury, death and property damage, and the minimum general aggregate shall be \$2,000,000;
 - (c) The automobile liability limit shall be at least \$500,000 per accident for bodily injury and property damage where applicable;
 - (d) The insurance coverage shall have Ohio stop gap employer’s liability with a \$1,000,000 limit;
 - (e) The Applicant shall name the Village, its elected and appointed officials, agents, employees and volunteers as additional insureds to all insurance policies with waiver of subrogation against the Village, and shall furnish the Village with certificates of insurance naming such individuals and entities as additional insureds. The coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured’s, whether available coverage is primary, contributing or excess, and shall provide the Village with the same coverage and duty to defend as the primary coverage provides for Consultant;
 - (f) The Applicant shall include all consultants, contractors/sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor; provided that all coverages for subcontractors shall be subject to all requirements stated herein.
12. Applicant and its consultants, contractors/sub-contractors shall carry statutory worker’s compensation insurance and statutory employer’s liability insurance as required by law and shall provide the Village with certificates of insurance evidencing such coverage simultaneous with the execution of this Application.

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Applicant has reviewed and completed the foregoing Application completely and accurately, and further agrees to comply with all information provided therein and conditions of approval.

SIGNATURE: _____

DATE: _____

Office Use Only:		
Permit Fee: \$50.00	Receipt No. _____	Date: _____