



Application to Work on County Right-of-Way

LaGrange County Highway Department
 300 E. Factory St.; LaGrange, IN 46761
 Phone: (260) 499-6353
 Fax: (260) 463-7838
bparish@lagrangecounty.org

Instructions

1. The applicant ("Applicant") must fill this form completely. **Any inapplicable box must be marked "N/A."**
2. In addition to required plans and specifications, no application will be accepted without sufficient proof of Contractor's work qualifications (for example, a copy of pages 1-4 of the Contractor's State Form 96) or without a permit bond on a form approved by the County that fully indemnifies County against all work-related loss or damages. Attach additional sheets, if space is insufficient.
3. Enclose an application fee (See Permit Fee Calculator, Appendix B), payable to LaGrange County
4. Applicant's signature below represents agreement to be bound by all the enclosed Terms and Conditions.
5. Contact the LaGrange County Highway Department for questions concerning this application.

Applicant's Name		
Mailing Address		
County	State	Zip Code
Contact Person	Email	Phone #
Project Owner's Name (if different)		
Project Owner's Address (if different)		
County	State	Zip Code
Project Location and Proposed Timeline		
Project Purpose		

Applicant Signature	Date
<u>DO NOT WRITE IN THIS SECTION - HIGHWAY DEPARTMENT USE ONLY</u>	
Highway Engineer: _____	Date: _____

TERMS AND CONDITIONS

1. Work contemplated or performed under this application (“Work”) on a property, right-of-way, or easement owned by LaGrange County (collectively, “Right-of-Way”), is subject to continued adherence to all terms and conditions.
2. **When finished with or abandoning the Work, the applicant (“Applicant”) shall return the work site to a condition substantially equal to or better than in all respects it had been immediately before the Work had begun. Applicant shall also remedy all defects in materials or workmanship arising out of or relating to Applicant’s Work in which the County has an interest for the two years that immediately follow the date of Applicant’s written notification to the LaGrange County Highway Department (“Department”) that it has completed or abandoned the work.**
3. Applicant shall submit to the Department detailed plans and specifications for the proposed Work that show the Work’s location, depth of trench, length of buried lines and type of road surface to be cut, along with all other applicable data. The distance from the nearest intersection must be listed for each road bore. A depth chart (vertical profile) must be shown on each plan sheet. Any plans submitted without vertical information will not be accepted. The cost to provide this information is the responsibility of the Applicant.
4. In case Applicant desires a modification to the permitted design for the installation or relocation of facilities, Applicant shall file an addendum request and a revised drawing to the County Highway Engineer (“Engineer”).
5. This permit shall expire one year from the date of approval, unless actual work has begun on the above-mentioned location.
6. The Department reserves the right to reject an application for any reason.
7. Applicant shall keep a copy of the Department-approved work permit on the job site at all times.
8. Applicant shall notify the Department in writing at least two (2) days in advance of intent to proceed before beginning any work activity.
9. Once its application has been approved, Applicant shall erect and maintain all necessary signs, detour signs, barricades, and warning devices required to safely direct and control traffic over or around the part of the road where permitted operations are to be done so long as the work does not interfere with traffic. Traffic control must comply with the requirements set forth in the latest edition of the Indiana Manual on Uniform Traffic Control Devices (“IMUTCD”). The Department may inspect traffic control operations for compliance with IMUTCD.
10. The Applicant shall have the right to enter upon the Right-of-Way for the sole purpose of conducting the preparation, construction, and the completion of the project. It is understood that the right to enter shall be at the sole risk of the Applicant, and that all work and activities carried out by Applicant shall be performed in a safe manner with such care and diligence as is necessary to avoid injury (including death) to persons or damage to property.
11. All buried cables and utility lines shall be located within three (3) feet of the edge of Right-of-Way or two-and-a-half (2.5) feet from the closest buried facility. All poles, pedestals, warning signs, or other objects must be placed within two (2) feet from the edge of the Right-of-Way. Buried utility lines shall not be placed in the roadside ditch. Pedestals and hand-holes shall not be placed in the flow-line of a ditch. All cables and utility lines shall be located a minimum of thirty six inches (36”) below ground level and a minimum of forty-eight inches (48”) below pavement.
12. Facilities shall cross roadways at right angles or as nearly as practical to right angles. Reasonable latitude may be exercised for existing facilities which are otherwise qualified to remain in place.
13. Utility lines shall not be attached to an appurtenance, bridge, small structure, culvert or other drainage structure.
14. Utility facilities crossing roadways underground shall be installed without disturbing the existing pavement structure or paved shoulders. Open cut of pavement will not be considered unless it is demonstrated there is no reasonable alternate method available.
15. Open pits shall be clearly marked, protected by barriers and secured from intrusion by pedestrians.
16. Generally, manholes, vaults, and pits are discouraged from being placed in the pavement, shoulders, or curbs of any roadway. However, if they are permitted in the roadway, they should be installed outside the normal wheel path and away from intersections. In general these types of access points are limited to those necessary to install and service the lines. They shall be placed directly in line with the facilities and of the minimum width to accomplish their intended function. They shall be installed so the top of the

- facility is flush with the roadway or ground surface. They shall provide sufficient strength to withstand external design pressures including superimposed loads of soil, roadway, traffic, construction equipment, etc.
17. All sod, swale, side ditches, shoulders, and other improvements within the Right-of-Way which is disturbed by any work or construction within the Right-of-Way shall be repaired and restored to a condition equal to or better than the condition prior to the work or construction. Materials used in the repair of any disturbed area and the method used to make the repairs shall be approved by the Engineer or Highway Superintendent. The proof of the condition of these items prior to work shall be the Applicant's responsibility and shall be to the satisfaction of the Engineer or Highway Superintendent.
 18. If the applicant notes that an underdrain tile, storm sewer pipe, or culvert pipe has been cut, whether or not it appears abandoned, he or she shall immediately notify the Department upon cutting the tile or pipe. The person cutting the tile shall then repair the tile as directed by and to the satisfaction of the Department. If the tile or pipe is a regulated drain, immediate notification and repair approval shall also be made to the LaGrange County Surveyor or his or her designated representative.
 19. Dragging or depositing mud or soil onto a county road from any site is strictly prohibited. Any mud or soil deposited on the road due while accessing a site shall be immediately cleaned. A site having a high volume of vehicles accessing a muddy site shall have an acting full-time cleanup crew or shall install cleaning mechanisms in accordance with county approved best management practices.
 20. Allowing or causing erosion of soils from a site onto a county roadway or into a county roadway drainage system is not permitted. Anyone excavating on or adjacent to county Right-of-Way shall protect the Right-of-Way from the deposit of eroded materials in accordance with county-approved best management practices.
 21. Depositing any construction materials or the cleaning of any equipment directly or indirectly into any county roadway drainage system is strictly prohibited.
 22. An Applicant who has directed, authorized, or caused (directly or indirectly) any Work to be done on the Right-of-Way shall be jointly and severally liable for all actions taken by his contractor or representative.
 23. Applicant shall make no improvements that obstruct or impede an existing third-party property owner's entrance or loading area without permission from that owner.
 24. Applicant shall place a readily identifiable and suitable marker immediately above any underground communication lines where it crosses the Right-of-Way line.
 25. All construction and materials used on the project shall conform to the current INDOT Standards, with the Applicant being considered to have the same status as a contractor.
 26. This permit may be rescinded or suspended at any time by the Department at its sole discretion, for deviation from the submitted plans and specifications or for noncompliance with any of the provisions of this permit, for failure to meet the proposed timeline, or because of an emergency situation or unforeseeable event.
 27. Applicant shall not trespass on any 3rd-party property-owner's property. Applicant shall obtain a temporary easement or right-of-entry to enter onto any such property or shall do any work from a public location so as to not trespass on any such property.
 28. The Applicant shall comply with all state, federal and local laws and regulations applicable to Applicant's Work, including all environmental and health-and-safety laws and regulations. Applicant shall obtain any and all necessary permits, including, but not limited to, Indiana Department of Environmental Management permits. The Applicant shall implement erosion control, sediment control, and storm water management measures in accordance with 40 CFR Parts 9, 122, 123 & 124, 327 IAC 15-5 and the Indiana Storm Water Manual. The Applicant shall implement such measures to protect all areas disturbed by Work performed by its own forces or Work performed by its contractor.
 29. Applicant shall alter Applicant's facilities at Applicant's expense, as needed, to permit alteration, improvement, or maintenance of the highway as may hereafter be ordered. The entire cost of constructing and maintaining the permitted facilities shall be the obligation of the Applicant unless a contract for such costs has been executed.
 30. The permitted operations shall not interfere with any existing structure without written permission from the County. In the event that any structure, building, railing, traffic control device, or other structure is damaged, said cost of the removal and/or damage shall be borne by the Applicant. Any damage to a road shall be repaired and/or replaced, and the cost of said repair and/or replacement shall be borne by the Applicant.
 31. Emergency repairs may be performed on the Right-of-Way when physical conditions or time constraints prevent applying for and obtaining a

- permit. Applicant shall notify the Department as soon as possible about its plan of action for emergency repairs prior to beginning or continuing any work. Applicant shall make arrangements for the control and protection of traffic or pedestrians affected by the proposed operations. Applicant shall submit a permit application within seven (7) days to cover the emergency repairs.
32. Applicant shall notify Department in writing within seven (7) days when all work referenced by this permit is complete.
 33. Once Work is complete, unless another contract provides otherwise, Applicant shall maintain the facilities it owns and related to the Work at its own expense, including the costs of repairs. Any and all maintenance or repairs to take place after the completion of the Work that will damage or interfere with the use of the Right-of-Way shall require a new application and permit from the Department.
 34. Applicant shall bear any and all costs relating to and in compliance with Work, including costs associated with moving and indemnifying the personal property of other persons or entities.
 35. Applicant hereby agrees to indemnify, hold harmless, and defend the Department from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, or expense, including attorneys' fees, or other casualties of whatever kind, or by whomsoever caused, to person or property of anyone on or off the road arising out of or resulting from the issuance of this permit or the work connected therewith, or from the installation, existence, use, maintenance, conditions, repairs, alteration, or removal of any equipment or material due in whole or in part to any act, omission, or negligence of Applicant, including any claims arising out of the Worker's Compensation Act or any other law, ordinance, order, or decree. In the event the bodily injuries, including death, or damages to property are due to the negligence of the Department, Applicant shall not be liable under the provisions of this paragraph to the extent of that negligence..
 36. While Work is in progress, Applicant, or its general contractor, must maintain in full force and effect general liability insurance from an Indiana-authorized insurer that names the Board of Commissioners of the County of LaGrange ("Board") as co-insured. It must contain a single-occurrence limit of at least One Million Dollars (\$1,000,000) and a general aggregate limit of at least Two Million Dollars (\$2,000,000). Before beginning Work, Applicant or its general contractor shall furnish the Department with the certificates of insurance or other satisfactory evidence that such insurance is in force.
 37. Applicant shall submit to the Department a permit bond using a form approved by the Department before entering on the Right-of-Way or beginning Work.
 38. The Department may allow applicants who intend to file for multiple permits to have an annual permit bond for utility work in the County Right-of-Way. The minimum annual permit bond amount requirement is \$20,000. The annual permit bond shall be written so that it automatically renews, unless the surety gives a written notice 60 days prior to the annual expiration date. The written notice must be by certified mail to the LaGrange County Highway Department, Attn: County Engineer, 300 E. Factory St., LaGrange, Indiana 46761.
 39. The bond must be executed by a surety ("Surety") authorized to do business in the state of Indiana and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the U.S. Treasury Department's Circular No. 570, as amended.
 40. Prior to the release of the bond, the Department will require an inspection during and at the completion of Work. The bond shall jointly and severally bind Applicant and Surety to ensure that the terms of the permit are fulfilled.
 41. The bond must name "The Board of Commissioners of the County of LaGrange" as the exclusive owner or obligee.
 42. Any such bond executed by an attorney-in-fact on behalf of the Surety shall have affixed thereto a certified, current copy of the power of attorney indicating the monetary limit of such power.
 43. The permit bond shall be acknowledged by the Applicant, as Principal, and the Surety in a notarized statement.
 44. The bond shall sufficiently identify Applicant's proposed Work.
 45. Applicant shall use the permit bond calculator in Appendix A to calculate the required bond amount. All work-based estimate assumptions are subject to approval or denial by the Engineer, whose determination is final.
 46. Applicant shall purchase the permit bond to remain in full force and effect for an initial three (3) years; however, the bond shall become void on the date two (2) years after the Engineer, after inspection of the Work, notifies the Applicant that the Work has been satisfactorily completed.
 47. If the Applicant should default against the terms and conditions of this permit, the Department will give the Applicant and the Surety written notice

- of the default. If the Applicant does not remedy the default within fifteen (15) days to the satisfaction of the Engineer, the Engineer may declare a formal default, terminate the Applicant's right to complete the Work, and give written notice of such to Applicant and Surety. Surety shall have a further twenty (20) days, at Surety's expense, to arrange for another contractor, satisfactory to the Engineer, to promptly cure the default. Alternately, Surety shall use that time period to determine its liability and tender a proposed payment to the Board to satisfy its liability or shall deny its liability in whole or in part and notify the Department as to the reasons therefor.
48. If the Board should deem the Surety to be in default of the previous paragraph, or if the Board should refuse the Surety's tendered payment or reject the Surety's denial of liability, the Board shall be entitled to enforce any remedy available.
 49. By becoming a Surety to Applicant, Surety thereby waives any notice from the Board, the Department, or their agents of any change to the Application or permit or separate contract.
 50. Surety shall not be liable to the Board for a default of the Applicant unrelated to the Work.
 51. The same permit bond may not be used for multiple work permits.
 52. A reference in these terms and conditions to "Applicant" includes Applicant's agents, employees, contractors, subcontractors, heirs, administrators, executors, and assigns.
 53. No party may assign its rights or duties under this permit without the written consent of the other party.
 54. This permit shall be interpreted in accordance with the laws of the State of Indiana.
 55. Any action in any way arising from or relating to this permit or its accompanying permit bond shall be brought within two years of the alleged default or termination either in the state courts located in LaGrange County or the United States District for the Northern District of Indiana, Fort Wayne Division. The parties hereby submit to the exclusive jurisdiction of such courts.
 56. This permit shall not be modified or supplemented except in a written instrument executed by all parties.

Appendix A – Permit Bond Calculator

#	Item	Cost	Quantity	Subtotal
1	Open road cut - Asphalt	\$10,000 per location		
2	Open road cut - Gravel	\$5,000 per location		
3	Underground construction, grading, trenching, or excavation adjacent to road	\$10,000 per 500 ft.		
4	Placement of new poles and/or removal of existing pole lines	\$10,000 per 500 ft.		
5	Road push or bore	\$5,000 per push/bore		

Total Bond Amount (sum total of lines 1-5, above):

\$ _____ DOLLARS (\$ _____)

3189377

Bond Number: _____

LAGRANGE COUNTY HIGHWAY DEPARTMENT PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____
of _____, State of Indiana, as **Principal**, and _____
_____, a business entity duly licensed to do surety business in
the State of Indiana, as **Surety**, are held and firmly bound unto the **Board of Commissioners of the County
of LaGrange**, State of Indiana, as **Obligee**, in the penal sum of _____
DOLLARS (\$ _____), lawful money of the United States, to be paid to the Obligee, for
which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these
presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT the Principal has been, or is desirous
of being, permitted to [Briefly state project description and location given on permit application]

_____ by the Obligee.

NOW THEREFORE, if the Principal shall faithfully in all things comply with the laws and ordinances,
including all amendments thereto, and perform the duties and fulfill the terms and conditions pertaining to
the permit applied for, then this obligation to be void, otherwise to remain in full force and effect until **three
(3) years from effective date below**, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S.
Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of
thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said
date. Regardless of the number of years this bond shall continue in force, the number of claims made
against this bond and the number of premiums which shall be payable or paid, the Surety's total limit of
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's
total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not
be cumulative.

Dated this _____ day of _____, _____ [the Effective Date].

Principal

Surety

Principal

by _____
Surety's Authorized Agent

Appendix B – Permit Fee Calculator

#	Item	Cost	Quantity	Subtotal
1	Open road cut - Asphalt (cost includes cutting of the road, backfill material, and surface material)			
	2 foot cut/any cut under 40 sq. ft.	\$250.00		
	3 foot cut	\$350.00		
	5 foot cut	\$500.00		
2	Open road cut - Gravel	\$75 per location		
3	Underground construction, grading, trenching, or excavation adjacent to road	\$50 per 500'		
4	Placement of new poles and/or removal of existing pole lines	\$50 per 1000'		
5	Road push or bore (Includes a maximum of two (2) pit excavations)	\$75 per location		

Total Fee Amount (sum total of lines 1-5, above):

\$ _____ DOLLARS (\$ _____)