**Utility/Owner Section:** (Name of Applicant) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter termed the “Applicant”, requests permission and authority to install, operate, and maintain a private utility line crossing of a public road right-of-way under the jurisdiction of Sample County, herein after termed “County.” The requested crossing is described as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Crossing |  | Street a distance of | \_\_\_\_\_\_ft.\_\_\_\_\_\_\_\_\_\_ | of the intersection of\_\_\_\_\_\_\_\_\_\_\_\_ | St. |
| Address of building to be served by the proposed line: |  | Work Order #: |  |
| Description of line: | Type |  | Size |  | Material |  | Depth of bury |  |
| Type of crossing:  | [ ]  Boring | [ ]  Trenching | [ ]  Backhoe | [ ]  Plowing |  |  |

Applicant agrees to hold harmless County for any damage to Applicant’s facilities due to road construction or maintenance activities if Applicant's facilities are not installed at least 36" deep. That in the event County deems it necessary or proper to make any alteration or improvement along or upon the road or right-of-way the Applicant agrees that upon notice being served upon him, he will, within a reasonable time, adjust his facilities to clear the proposed work as requested by County. If the facilities are located upon now existing road right-of-way the required adjustments shall be made without expense to County. Applicant will install permanent warnings signs (pipeline markers) at both right-of-way lines at the road crossing.

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| --- |
|  |
| Signature of authorized official Printed Name Title Date |
|  |  |  |  |  |  |  |
|  | Address |  | City | State & Zip | E-mail |  |
|  |  |  |  |  |  |  |
|  | Contact for this project |  | Phone(day) | Phone(emergency) | E-mail |  |

**Contractor Section:** (Name of Contractor) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter termed “Contractor”, requests permission and authority to install Applicant’s private utility line as described above and on attached plans, if any, prepared by Applicant across public rights-of-way under the jurisdiction of County. The Contractor agrees the proposed work will be located and constructed to the satisfaction of County. The material and construction methods used on all the work within the right-of-way limits shall conform to the County’s Construction Requirements dated \_\_\_\_\_\_\_. 2017, and any attached county drawings. Contractor agrees not to close road to traffic except for authorized road cuts,

|  |  |  |  |
| --- | --- | --- | --- |
| Permission requested to close the road?  | [ ]  No | [ ]  Yes | If yes, how many days? \_\_\_\_\_\_. Attach traffic control plan. |
| Permission requested to cut pavement or sidewalk?  | [ ]  No | [ ]  Yes | If yes, give length & width: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |

Contractor plans to commence work on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and agrees to complete work and restore the road and right-of-way to a condition equal to that existing prior to that existing before commencement of the work within\_\_\_\_\_\_\_\_ weeks after work commences. Contractor shall notify County prior to beginning work, and at such times stated in the Construction Requirements by contacting the contact individual listed below. The Contractor is responsible for the proper and safe execution of the work, and shall hold harmless County from liability for accidents and damages that may accrue to persons or property on account of this work.

Contractor agrees to repair all damages to property, remove construction debris, and restore the right-of-way as soon as practical. Contractor hereby deposits with this permit a cashier’s check in the amount of $500 if there is no road cut, and $2,000 if there is a road cut, to ensure proper repair and restoration. The deposit will be returned by County after the work has been inspected and approved. However, if Contractor fails to repair damage and properly restore the right-of-way County may use all or a portion of the deposit to cover expenses to complete the work properly. If damages and cost to restore exceed the amount of the deposit the County may take legal action to recover the entire cost of repairing the damage caused by the Contractor. The permit is hereby requested and the provisions of the permit hereby accepted and agreed to. (Attach certificate of insurance for general liability and vehicle insurance, and application fee.)

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|  |
| Signature of authorized official Printed Name Title Date |
|  |  |  |  |  |  |  |
|  | Address |  | City | State & Zip | E-,mail |  |
|  |  |  |  |  |  |  |
|  | Contact for this project |  | Phone(day) | Phone(emergency) | E-mail |  |

**County Approval Section:** This permit is hereby granted

|  |
| --- |
|  |
| Signature Printed Name Title Date Phone(Day) Phone(Emergency) E-Mail |

Special Conditions:

Inspection date: Acceptance date Signed: Amount of deposit returned $