



The City of Lorain, Ohio

DEPARTMENT OF ENGINEERING

200 West Erie Avenue, 4th Floor City Hall
Lorain, Ohio 44052 • Phone (440) 204-2003 • Fax (440) 204-2522

Dale Vandersommen, PE
City Engineer

RIGHT OF WAY APPLICATION

The intent of this application is to review and permit private facilities and infrastructure proposed to be installed within the public right-of-way. Please fill out and sign this application along with any required attachments.

1. NAME OF APPLICANT: _____
2. BUSINESS ADDRESS: _____
3. TELEPHONE: _____
4. E-MAIL: _____
5. LEGAL STATUS: _____
6. FEDERAL TAX ID: _____
7. EMERGENCY CONTACT/LOCAL OFFICE: _____

8. Please provide a description of the facilities or infrastructure you intend to install in the ROW?

9. Please provide a description of the benefit provided from installing said facilities or infrastructure within the ROW.

10. Provide a list of names, address and phone numbers of contractors to be used.

11. If you are installing buried or overhead utilities or facilities within the ROW such as piping or duct banks containing telecommunications, poles, etc... Provide a description of type of transmission medium to be used.

12. Attach a map and description of the proposed facilities in the ROW in sufficient detail to identify the follow:

- a. The location and route of the applicant's facilities/proposed facilities.
- b. The location of all known existing overhead and or underground Facilities in the ROW along the route or proposed route of the Applicant's Facilities or proposed Facilities that is sufficient to show the impact of the applicant's Facilities on other existing Facilities.

13. If you are proposing to attach facilities on to existing utility poles or structures already existing in the ROW and owned by a third party, provide and attach evidence of permission to do so.

14. Attach documentation that Applicant has received a Certificate of Authority from the PUCO, FFC or other applicable State or Federal Agency to operate a System and provide Services within the City.

15. Other information required by the Director of Engineering:

Applicant must provide City an Indemnification, Performance Bond and show satisfactory evidence of Insurance coverage per the following Requirements.

INSURANCE

Secure and maintain a minimum of the following liability insurance policies insuring the Service Provider and Contractor and naming the City, its elected and appointed officers, officials and agents, employees and representatives as additional insured:

- Comprehensive General Liability Insurance with limits not less than:
 - \$3,000,000 for bodily injury or death to each Person;
 - \$3,000,000 for property damage resulting from any one accident; and
 - \$3,000,000 for all other types of liability.
- Automobile liability insurance with limits not less than:
 - For owned, non-owned and hired vehicles within a limit of \$3,000,000 for each Person and \$3,000,000 for each accident.

Hazard Insurance:

- Comprehensive from premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$3,000,000.

Misc. Insurance and requirements:

- Workers Compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.
- Policies may not be canceled nor the intention not to renew be stated until 60 days after receipt by the City, by registered mail, of a written notice addressed to the Director of Law of City of such intent to cancel or not to renew. Replacement Insurance meeting above requirements shall be obtained and proof furnished 30 days prior to said cancellation or termination.

INDEMNIFICATION AGREEMENT TO BE EXECUTED BY APPLICANT

Applicant agrees to defend indemnify and hold the City and its elected and appointed officers, officials, employees, agents, representatives, and subcontractors harmless from and against any third party claims (including all damages, losses and expenses, reasonable attorney's fees and costs of suit or defense) arising out of, resulting from or alleged to arise out of or result from the negligent, careless, or wrongful acts, omissions, failures to act or misconduct of the Contractor of Service Provider or its affiliates, officers, employees, agents, contractors or subcontractors relating to the Service Provider's or contractor's occupancy or use of the ROW, whether such acts or omissions are authorized, allowed, or prohibited by local, state or federal law.

PERFORMANCE BOND:

Each Service Provider or Contractor (Applicants) shall, in the amount of \$50,000, furnish and file with the City a Performance Bond running to the City, or provide an unconditional letter of credit or other instrument acceptable to the City in the required amount from a company licensed to do the business in the State of Ohio. The performance bond or letter of credit or other instrument shall be subject to the approval of the Director of Law and shall be maintained at the Service Provider of Contractor's sole expense as long as they continue to occupy or use the ROW.

By signing this form, you agree to:

- Meet the above stated requirements for insurance requirements
- Agree to provide a performance bond as stated
- Indemnify the City per the above stated Indemnification Agreement
- Maintain said facilities and infrastructure in perpetuity.

Signature of Applicant or Representative:

Date: