

DATE: _____

UTILITY PERMIT

NO: _____

BEFORE THE ROADMASTER OF COOS COUNTY

This permit is issued to _____

for the placement and/or construction of the following facility: _____

upon the _____ County Road No. _____ at the following location: _____

All work shall be in strict conformity with all terms of this permit, with any exhibits attached hereto, and with Article Four, Division One of the Coos County Code, and ORS 374.305 to 374.340 and 758.010.

1. GENERAL PROVISIONS:

- a. Permits are valid for the public right of way under County jurisdiction and are not valid for any Federal, State or City right of way.
- b. Permit Holder or his contractor shall notify the County (541-396-7660) forty-eight (48) hours prior to commencing work and after completing work covered by this permit.
- c. Roadmaster designates where the facilities shall be located within the public road right of way. The Roadmaster may change the location of the facilities when expedient.
- d. No work other than that specifically mentioned is authorized by this permit. Modifications by Permit Holder must be approved by County prior to work.
- e. Permits may be terminated or suspended when, in the Roadmaster's judgment, the Permit Holder obtained a permit through a misrepresentation of the facts, the terms of the permit were violated, or if public safety is threatened.
- f. This permit is revocable at any time when area is needed for road purposes.
- g. The work under this permit shall be from 7:00 a.m. to 5:30 p.m., Monday through Friday. Work outside these hours must be approved by the Roadmaster.
- h. Permit Holder shall be solely responsible for any and all damages to or destruction of road, structure, utility, cable, pipe, waterline, ditch or culvert arising out of or incident to this permit. Permit Holder shall repair or reimburse the County or utility for any and all costs of repair, restoring or replacing damaged or destroyed property.
- i. Permit Holder shall indemnify, hold harmless, and defend Coos County, its elected officials, officers and employees from any liability, claim, damage, loss and/or expense, including but not limited to, attorney's fees, arising out of or resulting from the performance of or failure to perform the obligations of this Permit by Permit Holder, its employees, agents' and subcontractors.
- j. As described in the attached special provisions, the Permit Holder or his contractor shall:
 - Provide an insurance certificate.
 - Furnish a bond or cash deposit, in the amount of \$ _____.
 - Provide a traffic control plan.
 - Provide a sediment and erosion control plan.
 - Ensure that a full-time inspector or engineer is onsite and verify site is built to plans.
 - Provide _____ set(s) of plans.

2. SPECIAL PROVISIONS are attached to this permit and incorporated into this permit herein.

3. Roadmaster-approved exceptions to the General Provisions and/or Special Provisions:

I accept and agree to the conditions herein: _____
Permit Holder Date

This permit shall be void unless completed before: _____

Meets permit conditions.

ISSUED BY AGENT OF BOARD OF COMMISSIONERS

By: _____ Date: _____
Roadmaster Date