

## ROAD IMPACT AGREEMENT APPLICATION

### Utility Installation

Permit Number: \_\_\_\_\_

Date: \_\_\_\_\_

Application may be mailed to P.O. Box 122, Bristol, IN. 46507, or emailed to [mikeyoder@bristolindiana.org](mailto:mikeyoder@bristolindiana.org)

The Town of Bristol ("Town") and "Contractor", as defined below, agrees as follows:

**Application Fee:** \$250

PAYMENTS PAYABLE TO: BRISTOL CLERK-TREASURER, P.O. BOX 122, BRISTOL, IN 46507

**Bond:** A performance bond in the amount of \$5,000 is required and shall remain in force for a period of 12 months after completion of Final Inspection and Certification.

**Completion:** Upon completion of the Installation, an 'As-Built' drawing shall be provided to the Bristol Town Manager prior to Final Inspection and Certification.

**1. Installation:** The Town agrees that Contractor may construct the following improvements or take the following action within a public right-of-way of Bristol, Indiana ("Installation"). All Installations shall be designed and installed to comply with Standards. Contractor specifically acknowledges the provisions of Section 9 "Work Permits" of the Standards which are incorporated herein by reference; thus any Installation is subject to removal, relocation, or other alteration at the expense of Contractor per such Standards, and fines or other remedies set forth within said Section 9 "Work Permits" shall specifically apply to the Installation contemplated by this Road Impact Agreement. Check the appropriate Installation below:

☐

Install/Repair Petroleum Service (i.e., natural gas, oil, etc.)

☐

Install/Repair Electric Service

☐

Install/Repair Telecommunication Service (i.e., telephone, cable, fiber optic, etc.)

☐

Other Use: \_\_\_\_\_

### Additional Project Description and/or Details:

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**2. Location:** The Installation described in Section 1 is to be located at:

Installation Property Address or  
Latitude/Longitude Location: \_\_\_\_\_

Township: \_\_\_\_\_ County: Elkhart State: Indiana

Parcel Number(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Town of Bristol

303 E. Vistula St. • Bristol, Indiana 46507

Ph: 574-848-7007 • bristolindiana.org

Nearest Intersection to Installation and distance in feet per provided cardinal direction as applicable:

North: \_\_\_\_\_ East: \_\_\_\_\_  
South: \_\_\_\_\_ West: \_\_\_\_\_

**3. Compliance; Timing:** The Installation described in Section 1 shall be constructed or undertaken in compliance with the Town of Bristol Construction and Development Standards ("Standards") in effect at the time this Agreement is approved by the Town of Bristol and any other applicable Elkhart County Ordinance, Town of Bristol Ordinance, application form, approval, authorization permit, or other agreement required by or pertinent to the Installation.

The Installation described in Section 1 shall be commenced on or about \_\_\_\_\_ and shall be fully completed, in conformity with this Road Impact Agreement, by no later than \_\_\_\_\_.

**4. Utility Company:** If Contractor is a utility company, be such public or private, the following additional standards shall apply:

**A.** Such utility shall be duly authorized and licensed to conduct business in Elkhart County, Indiana.

**B.** The Installation described in Section 1 to be installed, retained, adjusted, or relocated by Contractor, in the proximity of, underground of, or above ground of the Town corridor afore described, within the right-of-way limits thereof, shall be so placed, located, or accommodated by Contractor so that such will not impair in any fashion the planned or existing corridor, or any bridge or other support structure thereof; will not impede the construction or maintenance of such corridor or other structure; and will not interfere in any fashion with the safe use and operation thereof. Contractor further agrees to comply with the rules, regulations, and rulings of the Town in servicing, maintaining, replacing, and removing the above-described improvements or taking the above-described actions, and to obtain the appropriate permit before performing any of such functions on any utility facilities, or otherwise addressing such improvements or taking such actions, to the extent located within the highway or bridge right-of-way at issue.

**C.** Contractor agrees to assume all responsibility and liability for making any adjustments to the utility facilities, as may from time to time be requested by the Town, and further agrees to assume the costs thereof, except where Contractor has a compensable property right therein or where reimbursement of such costs is prohibited by law.

**D.** Contractor specifically acknowledges the provisions of Section 9 "Work Permit" of the Standards which are incorporated herein by reference; thus any Installation is subject to removal, relocation, or other alteration at the expense of Contractor per such Standards, and fines or other remedies set forth within said Section 9 "Work Permits" shall specifically apply to the Installation contemplated by this Road Impact Agreement.

**5. Damages:** The Contractor shall be responsible for any damage it causes to any roadway, drainage structure, or other Public Improvement located within a Right-of-Way during the construction of the Installation described in Section 1. Contractor shall be responsible for and indemnify and hold the Town harmless from any claim for damages of any nature, resulting from Contractor's Installation described in Section 1, or any actions or undertakings associated therewith, including the payment of attorneys' fees and other expenses incurred in the defense of any claim against the Town.

## **THE TOWN OF BRISTOL SHALL BE HELD HARMLESS FOR DAMAGED UTILITIES BURIED AT A DEPTH OF LESS THAN 36-INCHES (3-FEET).**

**6. Safety:** During the Installation described in Section 1, Contractor shall use all reasonable efforts to protect the public from any danger associated with the construction of said improvement or action. Contractor shall be solely responsible for any such damage caused to the public, to include indemnifying and holding harmless the Town per Section 5 above.

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**7. Remedies:** If the Contractor fails to follow the terms of this Agreement or the requirements found in the Standards, Contractor shall be liable for any damage it causes as a result of the violation of this Agreement or the Standards, including attorneys' fees incurred by the Town and all other reasonable costs and expenses incurred in enforcing said Standards. Additionally, if Contractor fails to construct, maintain, or undertake the Installation as agreed and in violation of the Standards, or if Contractor shall in any fashion breach the terms and conditions of this Road Impact Agreement, or if Contractor shall otherwise fail or refuse to comply with the Zoning and/or Subdivision Ordinance of Elkhart County, Indiana, the Town may seek and pursue all other remedies available at law or in equity, to include the remedy of specific performance or injunctive relief, and in addition thereto, the Town may directly, or through their authorized representatives or departments, cancel, rescind, or terminate any permits or authorization heretofore granted to Contractor, and may withhold any construction, building, occupancy, or other permits sought by Contractor, at the location set forth in Section 2 AND at any other locations in the Town, until all such failures, breaches, or violations of Contractor shall be cured to the satisfaction of the Town.

**8. Contractor:** "Contractor" as used within this Agreement, and in any application, or permit, applicable to the improvements, shall be and mean the company or entity set forth below, or the individual or individuals set forth below. Each person signing this Road Impact Agreement for and on behalf of a company or entity certifies that he/she/it duly authorized and empowered on behalf of such company or entity to execute and deliver the same for and on behalf thereof. Any person signing below as "Contractor" in an individual, non-representative capacity, shall be personally responsible and accountable for the terms and conditions of this Road Impact Agreement.

**9. Contact Person:** The contact person for Contractor, and applicable address and phone number therefore, for all purposes under this Agreement, are as follows:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Mobile Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**10. Agents and Representatives:** The duties of Contractor to indemnify and hold the Town free and harmless per the terms of this Road Impact Agreement, or the Standards, shall apply to Town of Bristol, County of Elkhart, and to the officers, agents, elected officials, employees, and representatives thereof.

**11. Special or Additional Standards (FOR TOWN USE ONLY):**

Pre construction meetings with Town staff are required if installing hand-holes or vaults in the Town RW.

The RW is crowded in many locations and making on-site individual decision for location of additional structures is necessary. Call at least one of the following staff to schedule a pre-construction meeting

Eric Funkhouser 574- 304-2218

Tim McCandless- Waste Water - 574-304-1894

Failure to meet prior to construction could result in moving newly installed structures at contractor's expense

**12. Binding Effect:** This Agreement shall apply to and be binding upon Contractor, and the successors, assigns, heirs, and beneficiaries of the same.

## ROAD IMPACT AGREEMENT APPLICATION

### Utility Installation

Permit Number: \_\_\_\_\_

CONTRACTOR

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
TITLE

TOWN OF BRISTOL

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT  
(Town Manager or Town Clerk-Treasurer)

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

### ***Office Use Only***

\_\_\_\_\_  
Date Application Rec'd:

\_\_\_\_\_  
Date Site Plan Rec'd:

\_\_\_\_\_  
Date Application Fee Rec'd:

\_\_\_\_\_  
Application Fee Amount:

\_\_\_\_\_  
Date Performance Bond Rec'd:

\_\_\_\_\_  
Performance Bond Amount:

\_\_\_\_\_  
Construction Start Date:

\_\_\_\_\_  
Date of Completion of Last Work Performed:

\_\_\_\_\_  
Performance Bond Exp. Date:

\_\_\_\_\_  
Maintenance Bond Amount:

\_\_\_\_\_  
Date Maintenance Bond Rec'd:

\_\_\_\_\_  
Permit Closed Date:

### **FINAL INSPECTION AND CERTIFICATION**

The undersigned hereby certifies and confirms that he/she has undertaken the final inspection on the Installation contemplated by the above referenced Road Impact Agreement, and the undersigned herewith confirms that the Installation was completed by Contractor as of \_\_\_\_\_ (date), and that such Installation was constructed consistent with the terms and conditions of such Road Impact Agreement.

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE