

# CITY OF MASON

6000 Mason-Montgomery Road  
Mason, Ohio 45040  
(513) 229-8520 phone  
(513) 229-8521 fax

## APPLICATION FOR PERMIT TO MAKE IMPROVEMENTS IN THE RIGHT-OF-WAY (INCLUDING JACKING/BORING/TUNNELING)

PLEASE SUBMIT APPLICATION VIA EMAIL TO: [PERMITS@MASONOH.ORG](mailto:PERMITS@MASONOH.ORG)

APPLICATION NO. \_\_\_\_\_  
(To be completed by the City)

To the Department of Engineering of the City of Mason, Ohio, the undersigned contractor,

\_\_\_\_\_, \_\_\_\_\_, located at,  
(name) (phone)

\_\_\_\_\_  
(address)

\*Application will not be considered unless all appropriate boxes are marked:

- Bore     Jack     Adjust manhole/pull box to grade     Open Cut     Install overhead utilities
- Additional Access     Directional Bore     Install underground utilities     Overhead Utility Crossing

PROJECT NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

PURPOSE: \_\_\_\_\_

Other Permits granted to date in connection with this work: \_\_\_\_\_

Utility Owner: \_\_\_\_\_  
(Name) (Address)

The applicant agrees to provide a bond in the amount shown below for the type of improvement requested. This bond shall be submitted as part of this application and shall be valid for a period of not less than six (6) months.

Jack & Bore/Directional Bore	Roadway	\$6,000 / 2 lanes
	Driveway	\$2,000
Open Cut	Roadway	\$10,000 / 2 lanes
	Driveway	\$4,000
Other Improvements	Pavement	\$4,000
	Unpaved	\$2,000

By the making of this application, the applicant covenants and agrees to comply with all laws of the State of Ohio and Ordinances of the City of Mason pertaining to the above-described work and all work, which is incidental to the project.

Applicant further certifies that the information and statements given in this application are true and correct.

By the making of this application, the applicant covenants and agrees to hold harmless the City of Mason from all claims, loss of damage that may result in any way from the within described improvements, and the applicant covenants and agrees to indemnify and hold harmless said City against all claims, loss or damage resulting from the restoration and maintenance of the restoration of the surface after making such improvements.

All improvements, repair, and restoration must comply with the City of Mason Construction Standards and the City of Mason Standard Drawings.

The applicant must contact OUPS and request the location of all utilities at least 48 hours prior to commencement of work.

All work outside of the City's right-of-way will require an easement from the property owner.

**Date:** \_\_\_\_\_ **Applicant:** \_\_\_\_\_

**City Engineer Approval**  
**(Note: permit not valid without City Engineer's signature)**

**Date Permit Issued:** \_\_\_\_\_ **Permit Number:** \_\_\_\_\_

I have examined and approved the foregoing application with the corrections noted hereon.

**Date:** \_\_\_\_\_ **Approved:** \_\_\_\_\_  
City Engineer

# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the following page hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)

SURETY  
Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond except to participate in conferences as provided in paragraph 3.1.

3. If there is OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract.

3.3.2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.1. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.2. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1., 4.2., or 4.3. above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located

and shall be instituted within two years after CONTRACTOR Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**Table 6H-2. Meaning of Symbols on Typical Application Diagrams**

	Arrow panel
	Arrow panel support or trailer
	Channelizing device
	Direction of traffic
	Direction of temporary traffic detour
	Flagger
	High-level warning device (Flag tree)
	Luminaire
	Pavement markings that should be removed for a long-term project
	Sign (shown facing left)
	Temporary barrier
	Temporary barrier with warning lights
	Surveyor
	Traffic or pedestrian signal
	Truck mounted attenuator
	Type III Barricade
	Crash cushion
	Changeable message sign or support trailer
	Warning lights
	Work space
	Work vehicle

**Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams**

Road Type	Distance Between Signs **		
	A	B	C
Urban (low speed) *	30 (100)	30 (100)	30 (100)
Urban (high speed) *	100 (350)	100 (350)	100 (350)
Rural	150 (500)	150 (500)	150 (500)
Expressway/ Freeway	300 (1,000)	450 (1,500)	800 (2,640)

\* Speed category to be determined by highway agency

\*\* Distances are shown in meters (feet). The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The third sign is the first one in a three-sign series encountered by a driver approaching a temporary traffic control zone.)

**Formulas for L are as follows:**

For speed limits of 60 km/h (40 mph) or less:

$$L = WS^2/155 \quad (L = WS^2/60)$$

For speed limits of 70 km/h (45 mph) or greater:

$$L = WS/1.6 \quad (L = WS)$$

Where: L = taper length in meters (feet)

W = width of offset in meters (feet)

S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in km/h (mph)

## Notes for Figure 6H-6—Typical Application 6

### Shoulder Work with Minor Encroachment

#### Guidance:

1. All lanes should be a minimum of 3 m (10 ft) in width as measured to the near face of the channelizing devices.
2. The treatment shown should be used on a minor road having low speeds. For higher-speed traffic conditions, a lane closure should be used.

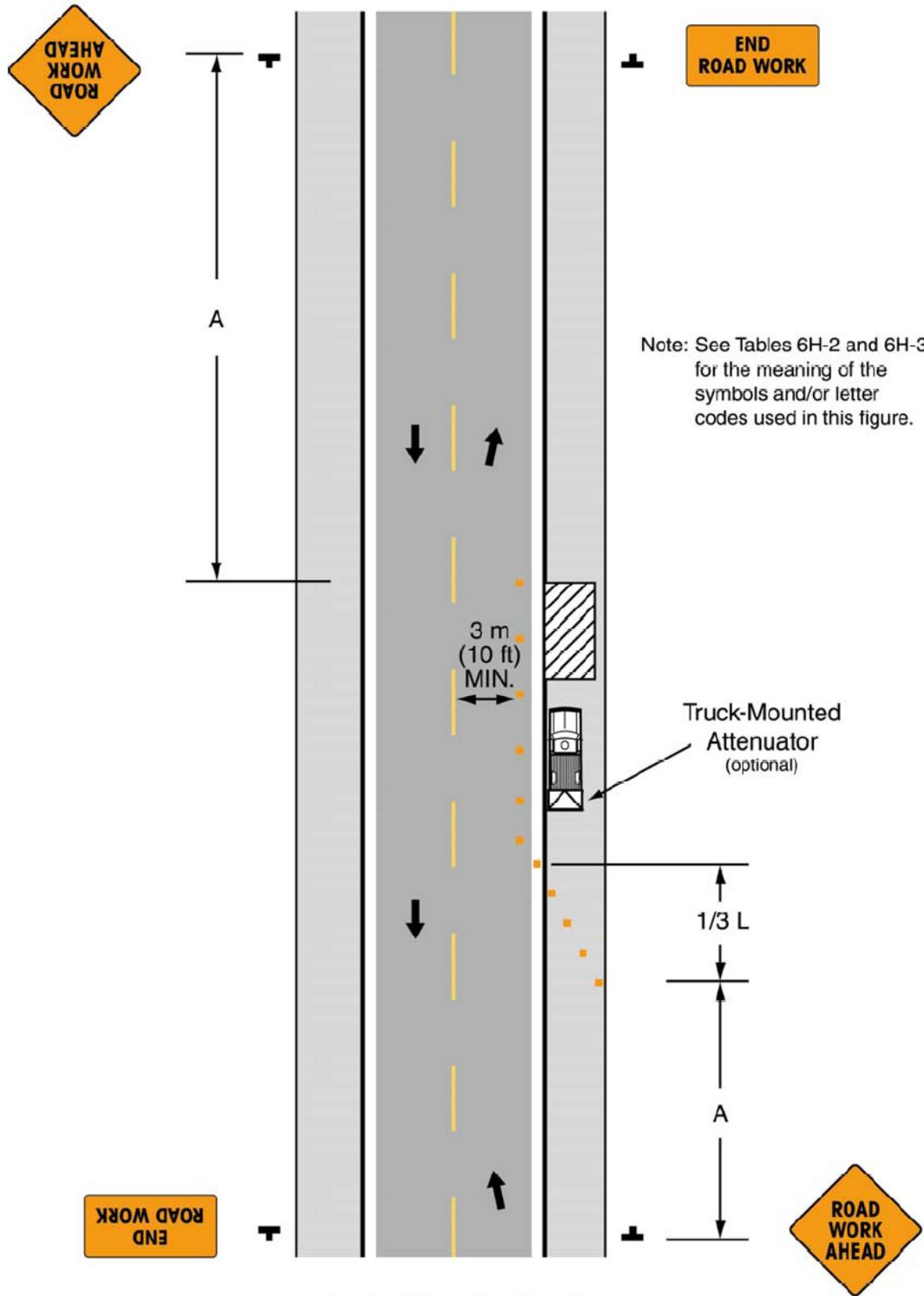
#### Option:

3. For short-term use on low-volume, low-speed roadways with motor vehicle traffic that does not include longer and wider heavy commercial vehicles, a minimum lane width of 2.7 m (9 ft) may be used.
4. Where the opposite shoulder is suitable for carrying motor vehicle traffic and of adequate width, lanes may be shifted by use of closely spaced channelizing devices, provided that the minimum lane width of 3 m (10 ft) is maintained.
5. Additional advance warning may be appropriate, such as a ROAD NARROWS sign.
6. Temporary traffic barriers may be used along the work space.
7. The shadow vehicle may be omitted if a taper and channelizing devices are used.
8. A truck-mounted attenuator may be used on the shadow vehicle.
9. For short-duration work, the taper and channelizing devices may be omitted if a shadow vehicle with activated rotating lights or strobe lights is used.

#### Standard:

- 10. Although vehicle hazard warning signals can be used to supplement the rotating lights or strobe lights, they shall not be used instead of rotating lights or strobe lights.**

Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)



Typical Application 6

**Notes for Figure 6H-10—Typical Application 10****Lane Closure on Two-Lane Road Using Flaggers**

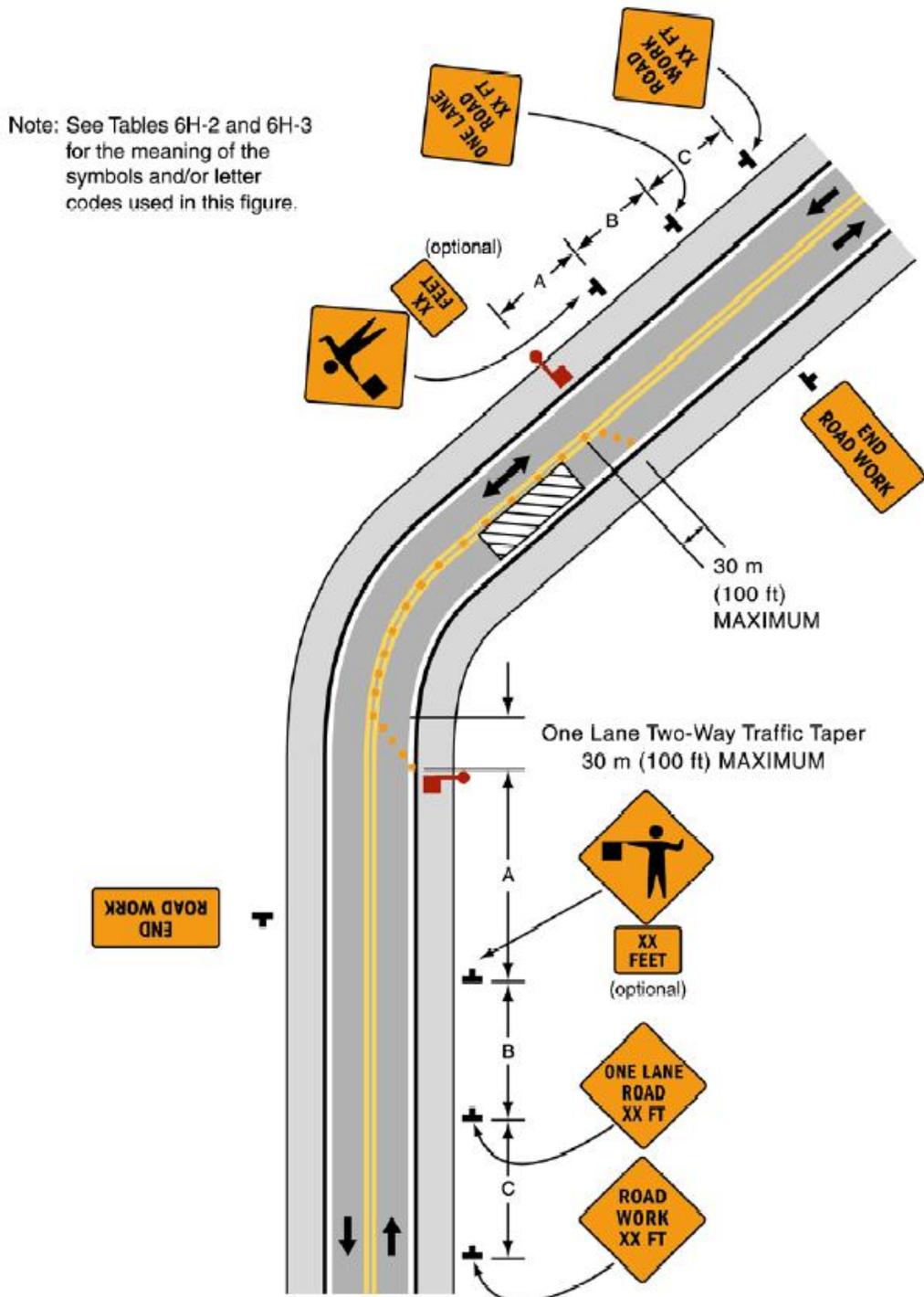
## Option:

1. For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Chapter 6E).
2. The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.
4. A flagger or a law enforcement officer may be used at the highway-rail grade crossing to minimize the probability that vehicles are stopped within 4.5 m (15 ft) of the highway-rail grade crossing, measured from both sides of the outside rails.

## Guidance:

5. Channelizing devices should be extended to a point where they are visible to approaching road users.
6. Floodlights should be provided as needed to mark flagger stations at night.
7. When used, the BE PREPARED TO STOP sign should be located between the Advance Flagger sign and the ONE LANE ROAD sign.
8. When a highway-rail grade crossing exists within or upstream of the transition area and it is anticipated that backups resulting from the lane closure might extend through the highway-rail grade crossing, the temporary traffic control zone should be extended so that the transition area precedes the highway-rail grade crossing.
9. When a highway-rail grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.
10. When a highway-rail grade crossing exists within the activity area, drivers operating on the left side of the normal centerline should be provided with comparable warning devices as for drivers operating on the right side of the normal centerline.
11. Early coordination with the railroad company should occur before work starts.

**Figure 6H-10. Lane Closure on Two-Lane Road Using Flaggers (TA-10)**



**Typical Application 10**