



City of Torrington

RIGHT OF WAY PERMIT

Permit Number	Permit Type	Contractor Bond #	Call Before You Dig #
Permit Issued On	Start Date	Permanent Pave Date	Release Date
Contractor's Name		Owner's Name	
Contractor Phone	Contractor Phone 2	Owner's Phone	Owner's Emergency Phone
Contractor Fax	Contractor E-Mail Address	Owner's Fax	Owner's E-Mail Address
Street Address for Permit		Map/Block/Lot #	Road Classification
			Length of Opening
Restrictions			
Please describe proposed excavation. Give width, depth and length of opening, nearest intersecting street, street numbers of abutting properties, and existing utilities.			
Cash/Check Bond Information	Liability Insurance Expiration Date	Fee	Issued By

THIS PERMIT WILL EXPIRE 30 DAYS FROM DATE OF ISSUE IF WORK HAS NOT BEGUN.

If expiration occurs, you will be required to obtain a new Right of Way Permit from the Engineering Department before beginning any excavation work in the City Right of Way. This permit is valid only if contractor maintains insurance coverage from date of issuance of permit to date of final completion of work including any post-construction repair work. **All work must be inspected by the City and appointment must be made 24 hours in advance by calling 489-2234.**

PLEASE SUBMIT A PLAN OF PROPOSED EXCAVATION WITH THIS APPLICATION.

Unless expressly approved by the City Engineer or his/her agent and noted on the front of the Permit: (1) Construction activity shall be limited to Monday through Friday, and to the hours of 7:00 AM to 4:00 PM. The City has the right to restrict hours on arterial or other roads, (2) No street, lane or sidewalk shall be closed nor detour established, (3) Excavation requires daily patching with bituminous concrete, (4) No steel plates are permitted. Where authorized, they must be pinned and edges paved each night and warning signs posted, (5) No materials and/or equipment shall be stored on the street, sidewalk or other City property, outside of work hours. Stored materials and/or equipment shall be protected with lights and barricades.

I represent that I am authorized to sign this Application and to bind the Contractor to all requirements referenced and general conditions as specified on the reverse side of this permit. I further agree to pay any subsequent charges, which may become due as a result of my failure to comply with any of the permit requirements. A copy of this permit must be kept on the project work site at all times.

Permitee Signature: _____

Date of Issuance: _____

Title: _____

PERMANENT PAVEMENT PATCH IS RESPONSIBILITY OF PERMITTEE

GENERAL CONDITIONS

The Contactor is responsible, for himself/herself and anyone working directly or indirectly under his/her supervision, for:

Full compliance with all applicable laws, statutes, ordinances, codes, rules and regulations, including, without limitation, the "City of Torrington Standards" regulating street excavation, curb and walk layers, street construction, and sanitary and storm sewer installation, ConnDOT Standard Specifications (form 817 or latest edition), and Manual on Uniform Traffic Control Devices (MUTCD). Copies of the "Standards" are available through the office of the City Engineer. Copies of Form 817 or latest edition and MUTCD are available for review in the office of the City Engineer.

All work must be conducted in strict accordance with the latest regulations of Occupational Safety and Health Administration (OSHA) for excavations. Safety of the worksite and surrounding area, including, in particular, the safety of pedestrians, workers and motorists. The City has the right, but not the responsibility, to monitor worksite safety. The City may take such steps as it deems appropriate, including notifying and directing the Contractor to make the worksite safe and/or taking such action as it deems reasonably necessary and back charging the Contractor.

Protection of the City's infrastructure and repair and/or replacement of any sidewalk, curbs, pavement, traffic signs, traffic control devices, pavement markings, vegetation, etc. The worksite shall be completely restored by Contractor when work is completed. The Contractor shall appropriately secure the site at the end of each workday.

Any traffic signal infrastructure damaged by the Permittee shall be repaired immediately by the Permittee's Electrical Subcontractor qualified to work on traffic signal infrastructure. In the event the City deems it necessary to perform the repair, costs of repairs shall be invoiced to the Permittee. It shall be the responsibility of the Permittee to perform the necessary restoration beyond the limits of the pavement which shall include but not limited to; restoration of lawns, shrubs, gardens, curbing, sidewalks, under-drains, separation of geotextile fabrics, fences, walls, etc. Upon completion of the permanent repairs outside the limits of the pavement, the Permittee shall notify the City Engineer in writing that the permanent repairs or replacement has been completed, setting forth the date of completion. The Permittee shall, and has the duty and responsibility to, maintain the replacement area outside of the pavement for a period of eighteen (18) months after completion. Permanent restorations shall not be allowed to commence until at least six (6) months has passed since the installation of approved temporary hot-mixed asphalt unless approved in writing by the City Engineer.

The Contractor shall give notice to the City of Torrington 24 hours in advance of construction.

No work shall result in the concentration and/or discharge of surface or sub-surface water onto public or private property.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

In any and all claims against the City, its officers, agents, servants and employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under this sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

To the fullest extent permitted by law, prior to commencing work, the Contractor shall ensure that each subcontractor shall enter into an agreement under which it shall indemnify and hold harmless the City, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance or lack of performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefore, and (2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

In any and all claims against anyone indemnified hereunder by any employee of the subcontractor, or any sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the subcontractor or any sub-subcontractor under the Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

Upon signature by a duly authorized city employee, the Right of Way Permit Application, front and back, together with the separately executed bonding and insurance requirements shall comprise the Permit.