



City of New London Right of Way Permit

APPLICANT/COMPANY INFORMATION

Applicant Name: _____ Contact Person: _____
Address: _____ Phone: _____
City, State, Zip: _____ Plans Prepared By: _____
E-Mail: _____ Phone: _____

Contractor Information

Contractor Name: _____ Contact Person: _____
Address: _____ Phone: _____
City, State, Zip: _____ Bond & Insurance: YES NO

Site Information

Street Address/Location & Discription: _____

Will any hard surface be disturbed or removed? Yes No Surface Type: _____

Permit Information (Circle All That Apply)

<u>Excavation in the ROW outside the roadway</u> \$50.00	<u>Driveway Approach</u> \$10.00
<u>Excavation in the ROW in the roadway</u> \$250.00	<u>Curb Opening</u> \$10.00
<u>Boring under street (per Street)</u> \$100.00	<u>Culvert</u> \$25.00
<u>Boring in the ROW (Parallel to roadway)</u> \$0.20/Ft.	

Total Permit Fee: _____

Description of Proposed Work (Check ALL That Apply)

Utility Type: Sanitary:___ Storm:___ Gas/Petroleum:___ Communications:___ Electric:___ Water:___
Private Line:___ Other:_____

Orientation: Overhead:___ Underground:___ Parallel to Road:___ Perpendicular to Road:___

Work Type: New Construction:___ Improve/Repair:___ Removal:___ Abandon:___

Other:_____

Method: Trench/Open Cut:___ Bore:___ Plow:___ Potholing:___

Other:_____

Estimated Start Date: _____ **Estimated Completion Date:** _____

Hard Surface Repairs

Road patches must be complete within 15 working days of finishing project, dependent of the weather. The permanent fix on curb and gutter, concrete surfaces, and asphalt surfaces will have saw cut joints. Concrete repair will be pinned or doweled to the existing panels. Gravel filled trenches are to be maintained by the contractor. If a contractor is not able to complete the road patch within this 15-day time period, a cold patch must be installed and maintained by the contractor until the final patching is done. Final asphalt patches must be hot mix asphalt. Curb and gutter and road patches not completed within 60 calendar days needs to be approved by the Director of Public Works or Authorized Representative. Work not completed by the contractor / applicant will be completed by the City of New London and charged to the contractor / applicant. Failure to comply with this subsection may also result in a per day fine. The Permittee will be responsible for maintaining the site/trench for a period of **two years**.

Signatures

PERMIT VALID FOR 60 DAYS UPON APPLICATION APPROVAL. The applicant agrees that the permitted work shall comply with all City of New London Municipal Codes and standards. I have read the attached insurance requirements and provided the City of New London my Certificate of Insurance for this project. I agree to hold the City of New London harmless from any liability arising from this work or activity for which I am applying.

Signature of Applicant: _____ Date: _____

Signature of Contractor: _____ Date: _____

Additional Information Required (Must Provide If Box Is Checked)

- Performance/Surety Bond – Amount: \$ _____
- Post Construction Televising Required
- Restoration Submittal
- Work Zone/Traffic Control Plan
- Subcontractor List
- Site Plan
- Additional permits from Building Inspector

City of New London Approval

Authorized Representative: _____

Title: _____ Date: _____

City Of New London

Contract Language

Indemnification & Insurance Requirements

a. To the fullest extent allowable by law, Corporation hereby indemnifies and shall defend and hold harmless the City of New London its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Corporation or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. Corporation's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of New London, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of New London, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Corporation, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 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 Corporation or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of New London, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Corporation shall reimburse the City of New London, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Corporation's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the City of New London, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

b. Laws, Regulations and Permits - The Corporation shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the project. The Corporation shall also be liable for all violations of the law in connection with work furnished by the Corporation. If the Corporation observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the City of New London in writing and any necessary changes shall be made by written instruction or change order. If the Corporation performs any work that it knew or should have known to be contrary to such laws, ordinances, rules or regulations and without giving notice to the City of New London, the Corporation shall bear all costs arising there from.

c. Safety & Security - The Corporation shall execute and maintain its work so as to avoid injury or damage to any person or property. The Corporation shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out its work, the Corporation shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of safety measures.

d. INSURANCE REQUIREMENTS

CITY OF NEW LONDON INSURANCE REQUIREMENTS

III. CONTRACTOR'S INSURANCE REQUIREMENTS

Excluding Bond and Property Insurance (Builders Risk Insurance) Requirements

The Contractor shall not commence work until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City of New London.

It is hereby agreed and understood that the insurance required by the City of New London is primary coverage and that any insurance or self-insurance maintained by the City of New London, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. INSURANCE REQUIREMENTS FOR CONTRACTOR

- a. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:
 - i. Each Occurrence limit \$1,000,000
 - ii. Personal and Advertising Injury limit \$1,000,000
 - iii. General aggregate limit (other than Products–Completed Operations) **per project** \$2,000,000
 - iv. Products–Completed Operations aggregate \$2,000,000
 - v. Fire Damage limit — any one fire \$50,000
 - vi. Medical Expense limit — any one person \$5,000
 - vii. Watercraft Liability, (Protection & Indemnity coverage) **“if”** the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
 - viii. Products – Completed Operations coverage must be carried for two years after acceptance of completed work.

- b. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
- c. Workers’ Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshore & Harbor Workers Compensation Act coverage.
- d. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of New London. Products – Completed Operations coverage must be carried for two years after acceptance of completed work.
- e. Aircraft Liability, “if” the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- f. Unmanned Aircraft Liability – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
- g. Contractor’s Equipment or Property – The contractor is responsible for loss and coverage for these exposures. The City of New London will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or sub-contractor of any tier.
- h. Also, see requirements under Section 3.

2. INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S) All subcontractors shall be required to obtain Commercial General Liability (if applicable Watercraft liability), Automobile Liability, Workers’ Compensation and Employers Liability, (if applicable Aircraft liability or unmanned Aircraft liability) insurance. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

3. APPLICABLE TO CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- a. Primary and Non-contributory requirement – all insurance must be primary and noncontributory to any insurance or self-insurance carried by the City of New London.
- b. Acceptability of Insurers – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- c. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work – **The City of New London and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured**

coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.

- d. Waivers of Subrogation in favor of City of New London must be endorsed onto the contractors and sub-contractor(s) of all tiers Worker's Compensation, Commercial General Liability, Automobile Liability, Umbrella Liability, and Property coverages.
- e. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to the City of New London.
- f. Evidences of Insurance – Prior to execution of the agreement, the Contractor shall file with the City of New London a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.

I hereby certify that all statements herein made are on behalf of:

(Name of Corporation)

(Corporation Address)

On behalf of the above named corporation, I agree to the above contract terms:

Name (Printed)

Title

Signature

Date