

JAMESTOWN STANDARD SPECIFICATIONS

MAY 2011

APPENDICES B

RIGHT-OF-WAY PERMITS



CITY OF JAMESTOWN
DEPARTMENT OF PUBLIC WORKS
145 Steele Street, Jamestown, NY 14701
716-483-7545

RIGHT-OF-WAY PERMIT

Start Date: _____ Expires: _____

ADDRESS/LOCATION: _____

Nearest cross street: _____

Building Desc. _____

☐ State ROW ☐ County ROW Permit# _____

Contractor: _____

☐ Insured ☐ Bonded

Subcontractor: _____

☐ Insured ☐ Bonded

Subcontractor: _____

☐ Insured ☐ Bonded

WORK DESCRIPTION

☐ Utility: ☐ sanitary sewer ☐ water ☐ electric ☐ phone/cable ☐ fire service ☐ gas

☐ Storm Drain: ☐ residential ☐ commercial (as-builts required)

Discharge to: ☐ curb outlet ☐ open ditch ☐ waterway ☐ City storm sewer - CB DI MH Pipe

New Construction in ROW: ☐ DI ☐ MH ☐ CB ☐ Pipe ☐ Other _____

Pipe size: _____ Pipe material: _____ Frame size: _____

☐ Parking Lot: must have approved site plan - attached ☐ yes ☐ no ☐ approved by _____

☐ Encroachment: ☐ dumpster ☐ vehicle ☐ scaffold/lift ☐ crane ☐ other _____

☐ street ☐ metered parking ☐ parking lane ☐ terrace/sidewalk

☐ Driveway: ☐ curb ☐ sidewalk ☐ apron - concrete blacktop

☐ Sidewalk/Curb: ☐ new ☐ replacement

☐ Demolition: all work performed on private property: ☐ yes ☐ no

Eligible for s/w reimbursement:

☐ yes ☐ no / unknown

EXISTING CONDITIONS: prior inspection report completed: ☐ yes ☐ no (if yes, have Contractor sign report)

EXCAVATION BY: ☐ Contractor ☐ Subcontractor ☐ City _____ ☐ none

☐ open cut - compaction method: ☐ wacker/jumping jack ☐ roller ☐ hydraulic ☐ other _____

☐ bore - under: ☐ sidewalk ☐ curb ☐ street ☐ other _____

ANTICIPATED DAMAGE: ☐ sidewalk ☐ curb ☐ street ☐ none ☐ other _____

REPAIR WORK (if required): ☐ Contractor ☐ Subcontractor ☐ City ☐ other _____

WORK IS WITHIN 15 FEET OF A PUBLIC TREE: ☐ yes ☐ no (if yes, Contractor shall notify Parks Dept.)

HIRED BY: ☐ Property Owner ☐ City _____ ☐ other _____

CONTRACTOR'S AGREEMENT

1. The Contractor acknowledges their understanding of the City of Jamestown Standard Specifications and shall perform all work according thereto.
2. Excavations shall be inspected by a Jamestown Department of Public Works representative prior to backfilling. Inspections must be scheduled in advance through the Jamestown DPW Office.
3. All excavations shall be backfilled using select granular fill or flowable mortar and properly compacted to eliminate settlement.
4. The Contractor shall be responsible for any damage caused by settlement to a temporary or permanent repair for five (5) years after the work has been completed.
5. Contractor shall provide a temporary repair to damaged structures/pavement and maintain it in a safe condition until a permanent repair is completed.
6. Contractor will be responsible for all costs associated with repair of damaged right-of-way structures, regardless of prior condition, unless the Property Owner completes the Property Owner Agreement in the Permit Application.
7. The Contractor agrees that the information contained within this permit is accurate and complete. Any false information given by the contractor will be punishable by fine or suspension from obtaining future permits.

By signing below, the Contractor accepts and agrees to the conditions and terms of this permit.

Signature _____

Company _____

Print Name _____

Address _____

Office Phone _____ Cell Phone _____

Issued by: _____ Date: _____

City of Jamestown DPW

FEE: \$ _____ cash
\$ _____ check # _____
\$ _____ invoice



**CITY OF JAMESTOWN
DEPARTMENT OF PUBLIC WORKS**

RIGHT-OF-WAY WORK PERMIT FOR UTILITY COMPANIES

JANUARY 1, 20XX - DECEMBER 31, 20XX

The issuance of this permit is contingent upon the Utility Company's agreement and expressed acceptance to the following conditions:

1. The permit is for work within the City's Right-Of-Way (ROW). It is not a permit to perform work on private property. All ROW work must comply with the most recent version of the City of Jamestown Department of Public Works Standard Specifications.
2. The Utility Company (UC) shall save and hold harmless the City of Jamestown and its agents, servants, officers and employees from any and all damage and liability by reason of bodily injury, death and/or property damage arising from, either directly or indirectly, the work performed under the terms of this permit, irrespective of the cause of such injury or damage.
3. The UC and their contractors shall supply all required insurance certificates, including, but not limited to, a public liability insurance certificate of one million (\$1,000,000) / three million (\$3,000,000) minimum liability limits which names the City of Jamestown as additional insured.
4. The UC and/or their hired contractors shall give the Department of Public Works (DPW) at least 24 hours advanced notice of their intent to work within the ROW, including permanent repair work. Notification of emergency ROW work shall be given within 24 hours from the start of the work. The method and time of the notifications shall be acceptable to the DPW.
5. The UC shall submit a Repair Order/Notification form (or similar) to the DPW within 14 days from the completion of the utility work.
6. The UC shall have 35 days to permanently repair any ROW damage from utility service work completed between May 1 and October 15 of the current year. ROW damage occurring outside this time period shall be permanently repaired by the end of the forthcoming month of June.
7. The UC shall be responsible for the permanent repair costs associated with their work. If the repairs are not completed according to the DPW Standard Specifications, the DPW will perform the permanent repair(s) at their cost and bill the UC accordingly, plus a 15% administration fee. The UC agrees to pay said bill within 30 days of date thereof.
8. Beginning on the date which a permanent ROW repair is completed, the UC shall guarantee the permanent ROW repair from poor and/or defective construction materials for a period of one (1) year and from damage caused by settlement and/or heave for a period of five (5) years thereafter.

It is the Utility Company's responsibility to inform their employees and hired contractors of the conditions stated above. Failure to comply with these conditions will result in the assessment of liquidated damages by the City of Jamestown against the UC in the amount of one hundred dollars (\$100) for each violation. Damages shall be paid by the UC to the City of Jamestown within ten (10) days of the assessment. This permit may be canceled at any time, without refund, because of multiple or unpaid liquidated damages. Final determination of liquidated damages and/or permit cancellation shall vest solely with the Director of Public Works.

The DPW may, upon written request from a UC, grant a variance for one or more of the provisions above. In granting a variance, the DPW reserves the right to impose additional conditions which must be followed by the applicant.

I have read and fully understand the above conditions and terms of this permit.

(signature of authorized representative)
EXAMPLE

(print name)

(date)

(title)

Utility Company _____

Address _____

Accepted by: _____, Director of Public Works

Date: _____