

DPW Permit Provisions (Terms and Conditions)

In consideration for the rights and privileges granted under the referenced permit, the Permit Holder hereby agrees to the following terms and conditions and to fulfill the obligations set forth below:

GENERAL REQUIREMENTS

For purposes of this document the following definitions of terms apply:

DPW- shall mean the City of Norwalk, Connecticut Department of Public Works and its staff.

Permit Holder- shall mean the person or entity to whom this permit has been issued.

The City-shall mean the City of Norwalk, Connecticut.

CBYD-shall mean "Call Before You Dig" service.

DOT-shall mean the Connecticut Department of Transportation.

City ROW-shall mean the City's Right of Way- or area of the public roadway.

1. Work performed without an inspection from DPW will be rejected. It is the responsibility of the Permit Holder to schedule an inspection with the Permit Administrator a minimum of 24 hours in advance of any work taking place pursuant to the permit impacting the City's Right of Way (DPW Permit Administrator: 203-854-4161). Should an inspector not show up to make a time specific scheduled inspection, call Drew at 203-216-1047 or call Customer Service (203-854-3200) or email address DPWPermits@norwalkct.org when Drew cannot be reached. **DO NOT COMMENCE WORK WITHOUT THE REQUIRED INSPECTION.** Permit Holder must also notify DPW Permits Department whenever cancelling an inspection.
2. Copies of drawings and permits are to be kept on site at all times. Should they not be available for the inspector's use, no inspection will be performed.
3. Permit Holder is to comply with all applicable municipal, state and federal laws and regulations including OSHA and DEP/EPA requirements.
4. All work shall conform to the latest Norwalk DPW Roadway Standards, Ordinance and Standard Details. The Permit Holder is responsible for obtaining a copy of such standards and requirements and being familiar with such as they may pertain to the work to be performed under the permit.

5. **Permit Holder is responsible for safety of traveling public at all times – including vehicular & pedestrian traffic.**

While working within the City ROW, the Permit Holder shall maintain two-way vehicular traffic as well as safe passageway for pedestrians. A Maintenance and Protection of Traffic Plan must be approved by DPW for any closure of the roadway or portions of traffic. At all times DOT construction grade signs shall be used. All detours of traffic must be approved in advance of closures by DPW. While maintaining traffic within the City ROW, the Permit Holder will be required to supply- at its own cost- a sufficient number of traffic flagmen or City of Norwalk Police Officers to ensure public safety at and around the work site. There is a restricted time frame during which work can take place on Major Arterial roads: 9am- 3pm.

6. If actual field conditions require a redesign of the proposed work, it is the Permit Holder's responsibility to revise and submit for approval to DPW prior to commencing work. No work may proceed under the revised plan without the required approvals in place.

7. Unsuitable materials within excavations shall be replaced with free draining material meeting the requirements of ConnDOT Form 816 dated 2004 Section M. 02.07.

8. For road opening projects no work should be commenced unless the Permit Holder has done the following: 1) made a CBYD request and reviewed information; and 2) reviewed any City maps of sanitary and storm sewers -which are filed with DPW and available upon request.

9. The Permit Holder shall be responsible for the restoration and protection of existing utilities/infrastructure. This work will be at no cost to the City. All damages resulting from the work must be brought to the City's attention immediately and all areas disturbed must be restored to original condition at Permit Holder's expense as soon as possible. A failure to do so within a timely manner will subject Permit Holder to a fine and may ultimately result in a claim against any bond posted for the work.

10. Erosion and sedimentation control measures must be provided by the Permit Holder in compliance with any stated requirements and as may be needed to protect the public health and environment.

11. The Permit Holder is responsible for any and all permits and approvals required by various Departments and entities. DPW inspects work performed within the City ROW or within City Easements. Other departments or the State have jurisdiction on private or State property. It is the responsibility of the Permit Holder to comply with the applicable requirements for such other work locations. **Inspection by DPW is only for determining compliance with permit requirements and does not relieve Permit Holder from ultimate responsibility for its work, actions or failure to comply with any applicable requirements.**

DRIVEWAY PERMITS

1. The Permit Holder is responsible for scheduling a preliminary inspection of the site by the permit inspector, prior to permit issuance, to determine the necessary material type; limits of repair required within the City ROW, pre-existing conditions and potential line of sight issues. All issues and requirements concerning same will be identified in the permit issued and shall be the responsibility of Permit Holder to address.

SEWER PERMITS

1. Maintain following clearances from utilities (This assumes that the higher utility is sitting on an undisturbed bench!):
 - 36" Horizontal from water lines or sewers
 - 18" Vertical from water lines or sewers
 - 18" Horizontal and Vertical from all other utilities
2. Proposed laterals in lieu of existing lateral, to stay in place, existing must be capped as close to the main as possible. An existing connection or chimney may be left in place, only with written approval of City Inspector -otherwise it will need to be replaced.
3. Permit Holder is required to maintain flow in the main, when the main is disturbed. Bypass pumping may be required.
4. A licensed Plumber is to be on site during installation/repairs; sign-off on the connection.
5. New laterals must have a clean out installed at the property line.
6. Lateral tie-ins are to be connected to the main, not at the manhole. Where a main is tied into the structure, an invert must be built into the structure per City of Norwalk standard details.
7. If unsuitable materials encountered at bottom of trench excavation, install 6" additional bedding material.
8. Permit Holder is required to provide As-Built/Lateral location record. Record must be signed and dated by permit inspector at the time of the sewer inspection, at least for the portion of sewer located within City ROW or City easements.
9. Video sewer inspections of existing laterals, when intended to be reused, must be witnessed by and supplied to DPW prior to work of actual connection. The DVD should have narration stating the length, size and type of pipe.
10. When first time connections are proposed, Permit Holder must contact the Water Pollution Control Authority for their requirements. When proposing to replace septic systems, Permit Holder must notify the City of Norwalk Health Department and comply with any requirements for additional reviews and approvals of the proposed work.

11. The following information is required to be included on lateral tie-sheet
 - a. North Arrow
 - b. Utility pole or manhole references
 - c. Depth of capped lateral
 - d. Tie distances to nearest tenth of a foot
 - e. Define property line
 - f. Sewer depth at main connection
 - g. Material type and size of pipes
12. Proposed sewer main extensions and proposed force main work must be reviewed and approved by the DPW Principal Engineer.
13. If repairs or connections are to be made to an Orangeburgh pipe, then the Orangeburgh pipe must be removed and replaced in its entirety with an acceptable material, in accordance with all applicable requirements of the DPW.

ENCROACHMENT PERMITS

1. Driveway or sidewalk work within the City ROW shall be performed using appropriate materials conforming to DPW Roadway Standards, unless otherwise authorized by the DPW Director or his designee- in writing.
2. Trees located within the City ROW are not to be trimmed or cut down unless approved by City Tree Warden- in writing.
3. New utilities must be installed in compliance with the following minimum clearances:
 - a. No closer than 6' horizontal distance to edge of curb or roadway
 - b. 18" vertical clearance from existing structures and utilities
 - c. 1' horizontal clearance from catch basins or manholes
 - d. Gas mains/conduit lines minimum cover of 30"
 - e. Water, sanitary, storm sewer minimum cover of 4'
4. Unsuitable excavated material shall not be reinstalled in trench areas. Backfill with free draining material meeting CDOT M.02.07 requirements in maximum of 12" lifts.
5. Temp Patch: Backfill with suitable free draining material to the road sub base. Tack Coat for trench edges and structures. Install sufficient processed aggregate base from the sub base to the bottom of temp patch so that it meets Standard Details after being permanently restored (i.e establish PAB from 15" to 3" below the road surface on a Local street, 18" to 3" depth on a Collector, etc). Install 3"-5" of temp hot mix bituminous concrete, depending on the road classification [Local = 3"; Collector/Arterial = 5"] (Note: Must be installed same day that road opening took place). If approved HMA is not accessible due to Asphalt plant closures, cold patch or out of State mix (non-standard HMA) installation is acceptable. If cold patch or out of State mix (non-standard HMA) is installed, it must be removed and replaced within a month of the plants opening.
6. Within the City ROW, all disturbed areas of grass shall have 6" screened topsoil covering and be seeded and mulched with hay. Existing structures must be reset to grade.
7. **Road Restoration Fees will be billed out and collected by DPW. DPW does not allow independent permanent pavement repairs without prior express written authorization from the DPW Director.**

8. Concrete curb installation:
 - a. Concrete delivery tickets are to be provided at the time of inspection to verify Class;
 - b. Saw-cut pavement 18" from face of new curb. Permanent pavement limits to be billed will be 2' from the face of curb;
 - c. Monolithic curb/sidewalk or curb/apron pours will not be allowed;
 - d. Match existing curb reveal and sidewalk width to adjacent properties;
 - e. Saw-cut existing curb where necessary to form neat joint. Install expansion joint material between existing and new curbs.

9. Concrete sidewalk installations:
 - a. See # 8 above
 - b. Saw-cut to nearest existing joint to repair (dummy joints acceptable).

10. Asphalt curb installations:
 - a. The installation of a machine formed lip curb will be required in a length of 10 LF or greater. A hand curb will be allowed to be installed in a length less than 10 LF or otherwise authorized depending on surrounding conditions.

11. Use of Steel Plates:
 - a. To be used in accordance with DOT guidelines for use of Steel Plates in State Highway Right of Way. Rev. 11/24/2004;
 - b. Steel plates cannot be used:
 - i. Between November 1st and April 30th
 - ii. During Holidays or weekends

12. 2 Year Moratorium:
 - a. No excavations shall be performed on roadways paved within the two previous years.

13. Storm sewer installations:
 - a. Connections to storm drains must be made at structures (Catch Basins or Manholes);
 - b. If a structure is not accessible in front of the property requesting a connection, then the existing drainage in the road will have to be extended according to DPW standards, at the property owner's expense;
 - c. Existing/proposed drainage structures on private property require catch basin inserts to be installed. Owner must comply with manufacturer's maintenance requirements;
 - a. City shall be held harmless by Permit Holder from any damages arising out of any event of a surge/backup.

Contact information:

Parking meters -- Laz Parking 203-831-9063

Private Property – Code Enforcement Main number 203-854-7755

Street Signs...Damaged, new, replaced street signs must be coordinated with Frank Mauro at 203-854-3205

Additional Terms and Conditions

1. **THE CITY OF NORWALK DOES NOT ACCEPT ANY RESPONSIBILITY OR ASSUME ANY LIABILITY FOR WORK PROPOSED OR PERFORMED UNDER THIS PERMIT. NOR SHALL IT BE LIABLE DUE TO ITS ISSUANCE OF THIS PERMIT OR BY VIRTUE OF ANY OVERSIGHT OR APPROVAL OF THE WORK PERFORMED BY THE PERMIT HOLDER OR THIRD PARTIES.**

2. **The following procedure is required for notifying the City of an accident, injury or damages that take place within the City’s Right of Way or during the performance of the Work under the permit.**

Upon the occurrence of any event resulting in injury, damage or accident during the performance of the work under the permit, or impacting or occurring on or in the City’s Right of Way, the Permit Holder shall immediately notify the City’s Director of Public Works by filing an initial report in writing and sending the same via email to the address below within 24 hours of Permit Holder becoming aware of any such event or from the time that the Permit Holder should have been aware of the event, if exercising due and reasonable care. This must be followed-up by a formal, written report delivered within five (5) business days to the following address: Director, Department of Public Works, 125 East Avenue, Rm 225, Norwalk, CT 06856. The written report must set forth in detail the events that occurred, all damages and injuries resulting there from, all measures taken and those planned to be taken in response. Within thirty (30) days following the event or accident, the Permittee must submit a full, written report setting forth all investigative efforts; all corrective and remedial actions taken in response and all resulting and potential damages, injuries and costs. Addresses for delivery of the notices are as follows:

Same mailing as above
Customerservice@norwalkct.org

3. **Indemnification**

The Permit Holder shall indemnify, defend and save harmless the City of Norwalk, its officials, agents, employees, contractors and representatives from any and all claims, causes of action, losses, costs, damages and injuries, including but not limited to attorney’s fees, expenses of litigation and settlement expenses arising from or out of the actions or omissions of Permit Holder, its employees, agents, subcontractors, representatives or any person acting under its control or on its behalf in connection with carrying out any activities pursuant to this Permit. Under no circumstances shall the Permit Holder, its employees, agents, or representatives be considered to be acting as agents of the City of Norwalk. This provision shall not be limited by reason of any insurance coverage provided by Permit Holder and shall survive the expiration or effective term of this permit.

The Permit holder shall reimburse the City for any and all damages it may incur as a result of the actions or omissions of Permit holder, its employees, agents, contractors or subcontractors.

The City of Norwalk shall not be held out as a party to any contract entered into by or on behalf of the Permit Holder in connection with this permit. Nor shall the Permit Holder be considered an agent of the City of Norwalk for any purpose.

4. Release/Waiver of Claims against City

The Permit Holder hereby waives any and all claims and causes of action that it has or may have against and agrees to hold harmless the City of Norwalk, its officials, agents, employees, contractors or representatives for any damages, losses, costs or reimbursements arising from or in connection with this permit or the performance of the work related to the City's ROW. The Permit Holder acknowledges that it shall not be entitled to any set-off or deduction of any amounts owed to the City due to any such claim or cause of action.

5. Insurance coverage and Certificates

Prior to commencing any work on or in the City's ROW or pursuant to this permit, Permit Holder shall procure and maintain throughout the duration of this permit and shall require that each subcontractor, performing any work under this Permit to also maintain insurance coverage for its activities. Such coverage shall comply with the requirements of the Insurance Rider attached hereto. All such insurance shall be maintained in continuous effect throughout the course of the work hereunder and until such time as the City notifies the Permit Holder that its obligations under the Permit have expired.

In addition, for the duration of the permit, the Permit Holder shall satisfy and shall ensure that its contractors, subcontractors and agents satisfy all applicable laws and regulations concerning the provision of worker's compensation insurance coverage for all persons performing work in connection with this permit.

6. Environmental Testing Requirements

Throughout the period of time that any environmental testing is performed or monitoring wells are permitted on or in the City's ROW, the Permit Holder shall submit to the City written monthly reports containing the following information concerning such environmental testing or monitoring wells:

- a. A description of the testing/sampling activities undertaken in the preceding period including the type of activities and the dates on which each took place;
- b. The results of all such sampling and tests and all other data received concerning the property comprising the City's ROW during the preceding period;
- c. All plans and descriptions of procedures completed in the City's ROW during the preceding period;
- d. Description of all actions, plans scheduled for the following month;
- e. All such other information related to the progress of the work required or needed in compliance with the Permit.

7. **Non-Assignable**

This permit is non-assignable. Permit holder shall not transfer or assign any interest in this permit to any third party.

8. **Revocable**

The City may revoke this permit and any or all privileges hereby granted at any time based on a determination that such action would be in the best interests of the City. Effective upon termination the Permit holder shall cease all operations under this permit and take all actions directed in the termination notice and shall restore the Property to its prior condition.

I hereby represent that I have read and understood the terms and conditions set forth above and agree to abide by them for myself and/ or the entity on behalf of which I am acting in connection with this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the Permit Holder; and that I have complied with all applicable requirements necessary for such entity to legally assume all responsibilities and obligations set forth as a condition of this permit.

Dated this _____ day of _____ 20__.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witnesses' Signatures:

PERMIT APPLICANT/HOLDER

Name _____
Title _____

The City of Norwalk hereby issues the permit referenced above with the understanding that the Permit Holder has agreed to abide by and fulfill the conditions set forth herein.

Norwalk Department of Public Works _____

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

A. Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage. If the contractor is a Hazardous Waste Hauler (trucker) or responsible for the removal of hazardous materials, then Automobile Liability in the amount of Five Million Dollars (\$5,000,000.00) combined single limit is required.

Environmental Liability: If applicable based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation insurance in the amount of Five Million Dollars (\$5,000,000.00) per claim limit and Five Million Dollars (\$5,000,000.00) annual aggregate limit. The policy shall be

written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Contract the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the CONTRACTOR is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the CONTRACTOR shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the CONTRACTOR's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, P. O. Box 798, Norwalk, Connecticut 06856-0798.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

BOND REQUIREMENTS

- BLANKET BOND IN THE AMOUNT OF \$50,000 which covers all Street Openings and Encroachment Permits, Driveway Permits and Sidewalk Permits;
- INDIVIDUAL BOND FOR **TWO (2) YEARS** IN THE AMOUNT OF \$2000 or MORE for Street Openings and Encroachment Permits, Sidewalk and Driveway Permits;
- In accordance with Chapter 96-7 of the Norwalk City Code, bonds shall be posted for a period of two (2) years. Effective January 1, 2000.

SURETY BOND - SAMPLE COPY

BOND NO.:

NAME OF SURETY COMPANY

Street Address

City, State, Zip Code

KNOW ALL MEN BY THESE PRESENTS, That we, (NAME and ADDRESS OF INSURED CONTRACTOR), of (CITY, STATE,) as Principal, and (NAME OF SURETY COMPANY), a corporation organized under the laws of the State of Connecticut, having its principal office in the City of (City & State), as Surety, are held and firmly bound unto **THE CITY OF NORWALK** in the sum of (\$.....), Lawful money of the United States for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

(The following paragraph is necessary to be inserted in Bond:)

Whereas, the above bounden Principal has been granted a permit or permits by the Director of Public Works during the period described below Relating to highway openings, or encroachments; Conditioned as set forth in Section 96 of the Norwalk Code.

(Location of street opening or encroachment if not a blanket bond)

Now, Therefore, the Condition of this Obligation Is Such, that if the above Principal shall indemnify and save harmless the CITY OF NORWALK against loss to which the CITY OF NORWALK may be subject by reason said Principal's breach of any ordinance, rule or regulation relating to the above described license or permit, then this obligation shall be null and void, otherwise to remain in full force and effect.

The term of this bond is for a period beginning on the _____ day of _____
 And ending on the _____ day of _____

Signed, sealed and dated this _____ day of _____

SAMPLE
 PRINCIPAL

SAMPLE
 INSURANCE CO.

SAMPLE
 WITNESS

SAMPLE
 ATTORNEY IN FACT