



City of Gladstone

Application for Street Opening Permit

Permit to Work in the Public Right-of-Way or Public Utility Easement

(Please Complete all Information)

SITE LOCATION: _____

DATE OF APPLICATION: _____ APPLICANT JOB #: _____

APPLICANT:

Company: _____
Contact: _____
Phone: _____
E-Mail: _____
Address: _____

CONTRACTOR:

Company: _____
Contact: _____
Phone: _____
Phone: _____
Address: _____
State contractor's License # _____
City or Metro Business License # _____
Expiration Date: _____

WORK TO BE PERFORMED:

- _____ Hard surface cut
- _____ Pipe or conduit boring/pushing/jacking
- _____ Open excavation outside of paved area
- _____ Sanitary Sewer Tap
- _____ Other

Description of Work: _____

Tentative Start Date: _____

Purpose of Work: _____

Duration of Project: _____

By signing this permit application, applicant expressly agrees to the terms and conditions of the permit, including, but not limited to, any and all bond, insurance and indemnification provisions. (Applicant and Contractor must BOTH sign.)

Applicant Signature

Date

Contractor Signature

Date

PERMIT GENERAL CONDITIONS

Call the OREGON UTILITY NOTIFICATION CENTER for locates a minimum of two working days before you dig, drill, or blast, "It's the law" (811).

A COPY OF THIS PERMIT SHALL BE ON SITE WHILE THE WORK IS IN PROGRESS. IN CASE OF A WATER OR SEWER EMERGENCY CALL 503-209-5158 or 503-656-7957.

The applicant is hereby authorized to engage in construction activities in the public right-of-way or public utility easement as set forth herein illustrated on the approved plans (Work Site). All work shall comply with the approved plans, the City's specifications and regulations, and special conditions stipulated on this permit, on the approved plans, or as directed by the City Engineer or designee during the performance of the permitted activity. Approval of the plans is to ensure general compliance with City Code and does not relieve the Permittee or its contractors from their respective duties in complying with any applicable Federal or State law or regulation. Changes in scope and/or changes to line and grade from that indicated on permit application and drawings shall void this permit.

Specifications for pavement cuts and excavations in the right of way or utility easement:

Traffic Control

1. Employ traffic control/signage methods per the Manual on Uniform Traffic Control Devices (MUTCD). On jobs where a specific traffic control plan is required, work shall not commence until the plan has been reviewed and approved by the City.
2. Keep one travel lane open at all times unless otherwise approved by the traffic control plan.
3. See ORS Code 810.200 Traffic Control for additional information.

Pavement Cuts

1. Pavement cuts shall be backfilled with cold mix or covered with secured steel plating at the end of each workday until the final patch is placed. Cold mix will be placed around steel plate. Overnight gravel patches are prohibited on a traveled way. Temporary patches shall be regularly checked and maintained.
2. If steel plates are used, "STEEL PLATES IN ROAD" signs must be installed in accordance with MUTCD.
3. All pavement including driveway crossings and curbs shall be saw cut prior to final repair.
4. Existing concrete surface of longitudinal cuts made for removal of curbing from gutter plans shall be wired brushed and coated with Sikadur 32 Hi-Mod or Sikadur Hi-Mod Gel (Sikastix 390) and allowed to tack just prior to addition of concrete.
5. Saw cut slurry will be vacuumed as the cut is made.
6. Excavated spoils will be loaded directly into a truck. Fill material may not be stockpiled in the street overnight. Temporary deposits of fill material shall be placed on a tarp, or thoroughly clean surface subject to item 7 below.
7. Concrete wash water, saw cut slurry, mud or other debris may not be washed into the City storm or sanitary system or deposited in the right-of-way Work Site.

Backfill

1. Granular backfill shall consist of ¾" or 1" minus crushed rock mechanically compacted to 95%, per ASTM D1557. Rock shall meet City of Gladstone rock specifications as identified in base leveling courses for paving and surfacing (see Technical Specification 02520).
2. CDF (flowable cementitious backfill) shall meet City Specification (see Technical Specification 02200).

Pavement Patching

1. Pavement patching shall be installed in a minimum of two lifts of Class C hot asphalt mix. Seams shall be tack-coated and sanded. Asphalt patches shall match the thickness of the adjacent pavement, but shall not be less than 3 inches thick.
2. Results of all compaction tests shall be submitted to the Public Works Supervisor
3. Notify the Public Works Supervisor prior to installing the final pavement patch (503-209-5158). Any patch installed prior to inspection is subject to additional testing and/or removal at the applicant's expense.
4. Potholing for utilities shall be circular holes using a vacuum device. All potholes shall be filled with CDF or Bentonite to bottom of AC. AC shall be replaced to same thickness as existing.

Sanitary Sewer Taps and Storm Drain Taps

1. All storm and sewer taps will use ROMAC tapping saddles.
2. Laterals in the R-O-W will be 6 inches with 6 inch clean outs at the property line in conformance with the City of Gladstone 17.60.020 standards.

Hours of Work

1. Noise generating equipment is limited to the following hours of operation by the City's noise prohibition ordinance (GMC 8.12.070(j)): from 7 a.m. to 6 p.m.

Performance And Payment Security

1. The Contractor shall furnish and maintain in effect at all times during the Duration of the Project, a bond to cover

performance/payment in a sum equal to the cost to perform work under this Permit.

2. A performance/payment bond issued by a surety company authorized to do business in Oregon is the only acceptable form of performance/payment security, unless otherwise agreed to by the City in writing.

Insurance and Indemnification

1. Responsibility For Damages/ Hold Harmless:
 - a. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Permit, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents. Contractor shall indemnify, defend (with counsel of City's choice) and hold harmless the City against any claims arising from said damage, injury, loss, expense, inconvenience or delay.
2. Primary Coverage: Insurance carried by Contractor under this Permit shall be the primary coverage, and the City's insurance is excess and solely for damages or losses for which the City is responsible. The coverage's indicated are minimums unless otherwise specified in the Contract Documents.

Builder's Risk Insurance

1. Builder's Risk: During the term of this Permit, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the work to be done under this Permit. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.

Liability Insurance

1. Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Permit, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include coverage for the hazards of operations including explosion, collapse and underground coverage, elevators, independent contractors, employees as additional insureds, and broad form property

damage. The insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided for in this Contract, for contracts related to the Work, and products/completed operations liability. The policy shall be endorsed to extend the completed operations for three years after Final Completion of the Work. Combined single limit per occurrence shall not be less than \$2 million, or the equivalent. Each annual aggregate limit shall not be less than \$3 million, when applicable.

2. Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Permit Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$2 million or the equivalent.
3. The Contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and provide evidence of such insurance.
4. "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Permit for a duration of 36 months or the maximum time period the Contractor's insurer will provide such if less than 36 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final 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 Permit. This will be a condition of the Final Acceptance of Work.
5. Additional Insured: The liability insurance coverage, required for performance of this Permit shall include the City of Gladstone, officers and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Permit. Additional insured coverage shall be for both on-going operations via ISO Form CG2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or

its equivalent. As evidence of coverage, Contractor shall furnish the actual policy to City prior to its issuance of a Notice to Proceed.

6. Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages) without 30 days' written notice from the Contractor or its insurer(s) to the City. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the City and its officers, or employees.
7. Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the City prior to its issuance of a Permit. The Certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from acceptable insurance companies or entities authorized to do business in Oregon. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$25,000 shall be disclosed to the City in writing prior to issuance of a Notice to Proceed and is subject to City's approval. All policies of insurance must be written by companies having an A.M. Best rating of "A VIII" or better. The City may, upon thirty (30) days written notice to Contractor, require Contractor to change any carrier whose rating drops below the A VIII rating.