



Application for Permit To Work in the Public Right- of- Way

Please Complete All Information

Permit #
Permit Expires One Year from Date of Issuance.
Issuance Date
Receipt #
Invoiced per Franchise: _____

SITE LOCATION _____
Gladstone, Oregon 97027

APPLICATION DATE _____ (Application expires if not permitted within 30 days)

APPLICANT:

Name _____
 Contact _____
 Phone _____ Phone _____
 Email _____
 Address _____
 Property Owner Contractor Utility
 Franchisee/Licensee Tax ID No: _____
 ROW License/Registration No: _____

Have you reviewed the regulations regarding Noise Control (GMC 8.12) and are you in compliance with all GMC Codes at time of work? :

*If project is not in compliance with GMC 8.12, additional documentation required. Refer to <https://www.ci.gladstone.or.us/sites/default/files/fileattachments/community/page/4531/fillable.noisevarianceapp.pdf>

Utility Pole Work: Disclosure of comms/renters by DBA and Tax ID# is required. ROW License and/or ROW Registration is required prior to permit approval.

DBA and Tax ID # Disclosure: _____

CONTRACTOR:

Company _____
 Contact _____
 Phone _____ Phone _____
 Email _____
 Address _____
 CCB License No: _____
 City or Metro Business License No. _____
 COL: ON FILE RECEIVED _____

____ Hard Surface Cut
 ____ Pipe/Conduit Boring
 ____ Open Excavation
 ____ Sanitary Sewer Tap (See attached As-Built form & Requirements)

Service/Power Outage required for this work?
Yes _____ No _____

Permittee is required to notify the City of Gladstone and all affected residents and businesses of service and/or power outages no less than 72 hours prior to any scheduled service outage.

Please Attach the Following Required Documents: Detailed Scope of Work and Traffic Control Plan

Any deviation from the scope of work or the participants set out herein may void this Permit.

Tentative Start Date _____ Duration of Project _____ Date Certain End of Project _____ NJUNS Ticket # _____

Purpose of Work: SIDEWALK/DRIVEWAY WATER STORM SEWER CABLE GAS ELECTRIC ISP ATTACHMENT

Simplified Description of Work: _____

Sub-Contractor Disclosure: Permittee or Contractor is responsible for disclosing any sub-contractors who perform work under this permit and to provide the following information: Certificate of Insurance, CCB# and a Gladstone Business License or Metro License#. Permittee shall remain responsible for satisfactory workmanship performed by sub-contractors whom work under this permit herein.

No Sub-Contractors Scheduled for Job: _____ (applicant please initial)

By signing this permit application, applicant expressly agrees to the attached terms and conditions of the permit including, but not limited to, any and all bond, insurance and indemnification provisions and additional conditions specific to this permit as set forth herein. (Applicant and Contractor must BOTH sign. City of Gladstone ROW Licensees and/or Franchisees hereby affirm that, to the best of their knowledge, no unlicensed users are attached to any of their facilities that are the subject of this permit at the time this work is performed.

Applicant Signature _____ Date _____

Contractor Signature _____ Date _____

PERMIT GENERAL CONDITIONS

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

**A COPY OF THIS PERMIT SHALL BE ON SITE WHILE THE WORK IS IN PROGRESS.
IN THE EVENT OF A WATER OR SEWER EMERGENCY CALL (503) 656-7957**

or

AFTER OFFICE HOURS CALL EMERGENCY DISPATCH (503) 655-8211

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 in this permit, on the approved plans, or as directed by the City Engineer or Public Works Director, 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, excavations, or any other work in the right of way or public easement can be found in the City of Gladstone Design and Construction Standards. Erosion prevention and control requirements can be found in Title 15 of the Gladstone Municipal Code. Both Design and Construction Standards and the Gladstone Municipal Code are located on the City's website: www.ci.gladstone.or.us

REQUIRED NOTIFICATIONS / INSPECTIONS:

Monday-Friday 8am – 3:00pm, call 503.656.7957

- ✓ **24 HOURS PRIOR TO WHEN THE PROJECT WORK IS SCHEDULED TO BEGIN.**
- ✓ **24 HOURS PRIOR TO TAPPING INTO WATER OR SEWER MAINLINE**
Contractor **Required** to provide As-Builts to Inspector upon approval of inspection.
Any lateral tapped into the city mainline prior to inspection is subject to removal at the applicant's expense.
- ✓ **24 HOURS PRIOR TO ANY PRE-POUR OR PRE-PAVING**
Any pouring or paving performed prior to inspection is subject to removal at the applicant's expense.
- ✓ **UPON COMPLETION OF WORK TO SCHEDULE A FINAL INSPECTION**

City of Gladstone Public Works

18595 Portland Avenue

Gladstone, Oregon 97027

Telephone: (503) 656-7957

E-Mail: PWOffice@ci.gladstone.or.us

After-Hours Emergency Dispatch: (503) 655-8211

Public Works Office Hours: Monday through Friday 8:00 am to 4:30 pm

Traffic Control

1. Employ traffic control/signage methods per the Manual on Uniform Traffic Control Devices (MUTCD):
https://mutcd.fhwa.dot.gov/kno_2009r1r2r3.htm
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.

Noise Control

Refer to [GMC 8.12](#) for noise regulations and limits, pursuant to the City's noise prohibition ordinance. Violation of these terms may result in a fine.

Insurance and Indemnification:

1. Responsibility for Damages/Hold Harmless: 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 coverages indicated are minimums unless otherwise specified in the contract documents.

Builder's Risk Insurance:

3. Builder's Risk: If required, 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, or provide evidence of self-insurance. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed two percent (2%) 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:

4. Commercial General Liability & Auto Liability: Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Permit, Commercial General Liability & Auto 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. This shall be written on an Occurrence Basis, or "Tail" coverage is required for three years after completion of the project. 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 Notice to Proceed.

Workman's Compensation:

6. 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. This policy will be endorsed to offer in favor of the City a waiver of subrogation.

Notice of Cancellation or Change:

7. 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 a 30 day 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.

Certificates of Insurance:

8. 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 the 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 30 days written notice to contractor, require contractor to change any carrier whose rating drops below the A VIII rating.

SCOPE OF WORK DRAWINGS / TRAFFIC CONTROL PLAN / NOTES