



Town of Bolton
 3045 Theodore Roosevelt Highway
 Bolton VT 05676
 Phone: (802)-434-5075/3064 x 222
 Fax: (802) 434-6404
 Email: clerkbolton@gmavt.net

**USE OF PUBLIC
 RIGHT-OF-WAY
 (ROW) PERMIT
 APPLICATION**

No utility, corporation, firm, or individual shall perform any excavation work in the public rights-of ways without a permit from the Town of Bolton, in accordance with Title 19 VSA, Chapter 11, Section 1111 and any relevant Town of Bolton Highway Standards and ordinances. All work must comply with State of VT AOT Standard Specifications for Construction, and the Manual of Uniform Traffic Control Devices (MUTCD).

Please provide all the information requested in this application. If you have questions, please contact the Highway Department at 434-3930. Additional local permits and approvals may also be required, contact the Planning and Zoning Administrator at 434-5075, extension 225.

Applicant Information

Application Date: _____ Physical Address of site work: _____
 Applicant Name: _____ Subcontractor Name: _____
 Applicant Mailing Address: _____ Subcontractor Mailing Address: _____

Phone: _____ Email: _____
 Applicant (check one): Company Contractor Advisor License # (if applicable)

Project Supervisor: _____ Phone: _____
 Email: _____ Email: _____
 Emergency / Evening or Weekend Contact: _____

Permit Fees

1. A fifteen dollar (\$15.00) recording fee.
2. A non-refundable twenty-five-dollar (\$25.00) administration fee.
3. Filing of an insurance certificate of liability naming the Town as secondary insured party.
4. Filing of a performance bond with the Town (example form attached).
5. A two thousand-dollar (\$2,000) deposit for simple trench projects or \$15/sq. ft for larger area projects, which will be retained by the Town of Bolton for twelve (12) months. In order for the deposit to be returned, with interest at the current rate, the following criteria must be met:
 - A. All pavement cuts must be re-paved within ten (10) days from the date of the cut, or an extension has been granted/approved by Town Highway Foreman and/or Road Commissioner.
 - B. All re-paving must be completed by October 1 of any year, unless an extension has been granted/approved by Town Highway Foreman and/or Road Commissioner.
 - C. No issues occur at the construction site within the twelve (12) month timeframe, and less any expenses incurred by the Town for, but not limited to, work or repairs at the construction site.
 - D. Inspection by the Town Highway Foreman and/or Road Commissioner is mandatory prior to return of the deposit.
 - E. Trench or project site is restored in accordance with standard VTrans specifications (attached).

Project Information

Description of Project: _____

Is project in floodplain? _____

Application is for (check all that apply):

installation maintenance overhead utilities underground utilities

Purpose of work (check all that apply): water sewer natural gas electric cable phone
 internet

Type of work (check all that apply): cut bore jack other: _____

Dimensions of total work area: Sq. ft of pavement surface: _____

Description of warning device to be utilized: _____

Project start /end date: _____ / _____

Applicants are required to call DIG SAFE, please include the Dig Safe Permit #: _____

The following conditions apply to this approval, please initial all of the following to indicate you have read all the conditions:

_____ Unless specifically noted below, all projects must adhere to the any relevant Town of Bolton Highway Standards and Ordinances.

_____ All projects must meet all requirements as set forth in 19 V.S.A., Section 1111. (c)(1).

_____ Give 2 business days' written notice, except for emergencies, to the Town for any construction in the public right-of-way to discuss inspection times and special conditions.

_____ Apply in writing regarding requests for any public road closure. [Written approval from Town of Bolton is required.]

_____ Maintain the following work hours: 7:00 AM to 5:00 PM, unless other hours are approved.

_____ Agree to pay any engineering fees incurred by the Town for any special inspections deemed necessary.

_____ Supply all signs, flagging and safety equipment for temporary traffic control in accordance with MUTCD.

_____ Keep starter and receiving pits a minimum of 10 feet from the edge of any road pavement.

_____ Do not leave any materials on the traveled portion of a road overnight.

_____ Do not leave open excavation during overnight hours (5:00 PM to 7:00 AM, unless otherwise noted below).

_____ Use vibratory compaction equipment during the backfill process.

_____ Trench or excavation backfill for the road must be the same type of material that that was removed. Use NO frozen backfill.

_____ Avoid disturbance of all road-crossing culverts.

_____ Restore roads, ditches, culverts, water lines, sewer lines, stormwater lines, and any other public infrastructure to the condition found at the start of construction.

_____ Remove and reinstall any sign(s) being remove for construction in the same location.

_____ Understand the criteria for return of the calculated deposit.

_____ The Town reserves the right to rescind, without advance notice, any permission to close, obstruct, or excavate within a public right-of-way if the public interest and/or safety so requires.

Along with this completed form please include the following:

Two paper copies of the following maps and plans:

A. Sketch Plan showing the proposed location of the project location. If construction materials are to be stored during the project, please show the storage area location and dimensions; and

B. project work plan/engineering plan.

C. traffic control plan

A copy of a certificate of commercial liability and property/casualty insurance name the Town of Bolton as an additional insured for excavation / construction projects not less than \$1,000,000, per

occurrence and \$2,000,000 aggregate; AND/OR for maintenance projects not less than \$300,000 per occurrence.

Performance Bond

Submit the completed application form with the required fees to the Town Office

Signatures: The undersigned hereby certifies this information to be complete and true.

Applicant Signature	Date	Subcontractor Signature	Date
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NOTE: This permit shall expire two months from date of issuance.

- - - DO NOT WRITE BELOW THIS LINE—OFFICE USE ONLY- - -

PERMIT # _____

Application received by the Town Office & forwarded to Highway Department (date & initial): _____

Fee: _____ Check number: _____

Permit Approved Permit Denied

Highway Department Comments:

Is a post construction inspection required? YES / NO

Reason for post construction inspection: _____

Is an independent professional inspection required? YES / NO

Reason for independent professional inspection: _____

Highway Foreman and/or Road Commissioner signature: _____

Date: _____

Date of completed post construction inspection / independent professional inspection:

Approval of return of the deposit:

Amount: _____

Signature of Highway Foreman or Road Commissioner

Date

TRAFFIC CONTROL PLAN

Date: _____ Time: _____ Weather: _____

LOCATION- Reference mile markers, intersections, nearest cross streets (2)

Posted Speed Limit: _____ Road Type: _____ Work Duration: _____

Type of Work Planned: (include area of work) _____

Flaggers Required? YES or NO ** **All Flaggers must be trained and certified

Plan Prepared By: _____ Title: _____

Telephone Number _____ DIG SAFE Called? Yes or NO

DIG SAFE TICKET # _____ Callers Name: _____

Authorized Start Date and Time: _____ Expiration Date: _____

Area Pre-marked? YES or NO Other companies requiring notification? YES or NO

Comments:

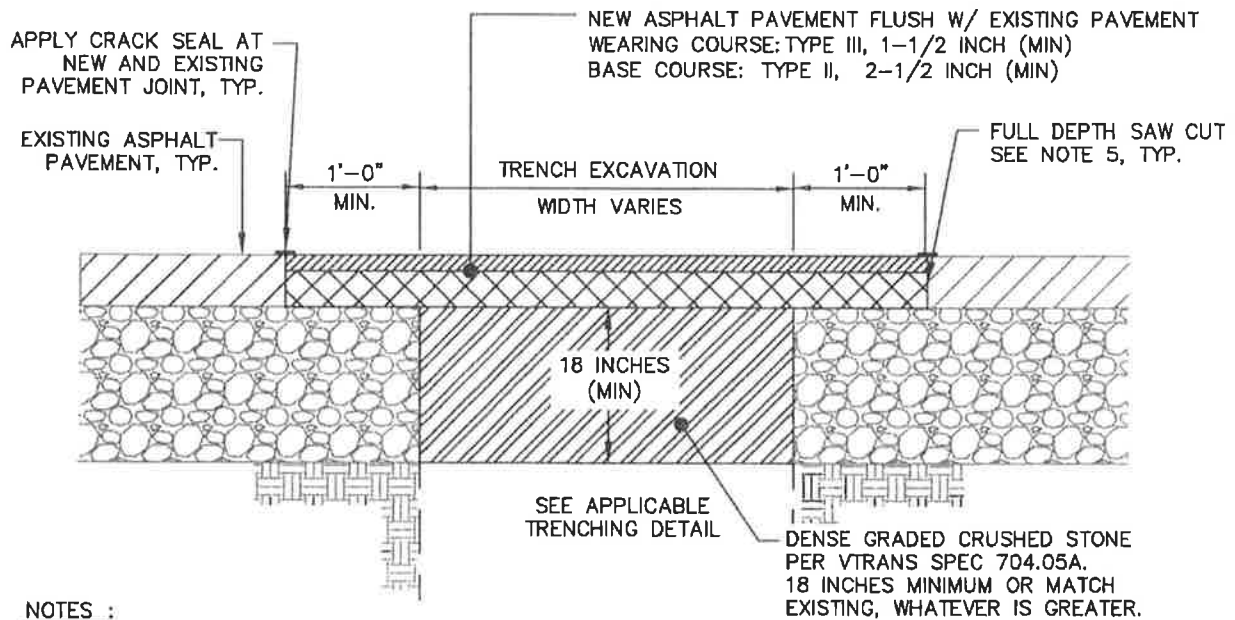
WORK DURATION (MUTCD, Part 6, Section 6G.02) (select one)

1. Long term stationary is work that occupies a location more than 3 days
2. Intermediate- term stationary is work that occupies a location more than 1 daylight period up to 3 days, or nighttime work lasting more than 1 hour within a single daylight period.
3. Short-term stationary is work that occupies a location for more than 1 hour within a single daylight period.
4. Short duration is work that occupies a location for up to 1 hour.
5. Mobile is work that moves intermittently or continuously.

ROAD TYPE (from MUTCD, Part 6, Table 6H-3)	DISTANCE BETWEEN SIGNS (FEET)		
	A	B	C
Urban (low speed) ≤ 40 MPH	100	100	100

Attach sketch of Traffic Control Plan that includes existing roadways, direction of travel, intersections, placement of Traffic control devices, sign wording, and other relevant site features. Refer to MUTCD Part 6 for typical applications.

Completed By _____ Reviewed & Approved By _____



NOTES :

1. SETUP AND MAINTAIN SIGNS AND OTHER SAFETY CONTROL DEVICES.
2. RESHAPE HOLE AND PATCH AREA BY CUTTING WITH CONCRETE SAW INTO A SQUARE OR RECTANGULAR SHAPE. CUT SIDE FACES VERTICALLY. RESHAPE DOWNWARD TO SOLID MATERIAL AND AROUND HOLE TO SOLID PAVEMENT.
3. BACKFILL TRENCH IN 6" LIFTS AND COMPACT EACH LIFT TO 95% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698 STANDARD PROCTOR.
4. REMOVE ALL LOOSE MATERIAL AND THOROUGHLY SWEEP THE HOLE AREA CLEAN OF MUD AND STANDING WATER.
5. APPLY LIQUID EMULSION (RS-1) TO VERTICAL FACES IN A UNIFORM MANNER. DO NOT PUDDLE EMULSION ON BOTTOM OF THE HOLE.
6. PLACE TYPE II BASE COURSE PAVEMENT A MINIMUM OF 2 1/2" THICK.
7. FILL TOP OF HOLE WITH TYPE III BITUMINOUS CONCRETE AND COMPACT IN LIFTS OF NO MORE THAN 2". FINAL LIFT SHOULD BE 1/4" PER 1" OF LOOSE PAVEMENT BEFORE COMPACTION SO THAT AFTER COMPACTION THE PATCH IS LEVEL WITH THE EXISTING PAVEMENT. EACH LIFT SHOULD BE THOROUGHLY COMPACTIONED WITH A VIBRATORY PLATE COMPACTOR OR A VIBRATORY PORTABLE ROLLER. EXPERIENCE HAS SHOWN THAT 15 TO 20 PASSES ARE REQUIRED WITH A VIBRATORY ROLLER AND A MIX TEMPERATURE ABOVE 250° F ARE NECESSARY TO ENSURE GOOD COMPACTION. HAND TAMPING SHOULD ONLY BE USES FOR SMALL AREAS (LESS THAN 1 S.F.).
8. CLEAN UP AREA. DO NOT LEAVE EXCESS FILL OR EXCAVATED MATERIAL ON THE PAVEMENT. REMOVE SAFETY SIGNS AND DEVICES.

STANDARD SPECIFICATIONS

DRAWING TITLE:

TRENCH RESTORATION

DATE: 10/15/18

SCALE: NTS

DRAWING #:

Performance Bond

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER: Town of Bolton, 3045 Roosevelt Highway, Bolton VT 05676

CONSTRUCTION CONTRACT

Effective Date of the Agreement: _____ Amount: _____

Description:

BOND

Bond Number: _____

Date (not earlier than the Effective Date of the Construction Contract): _____

Amount: _____

Modifications to this Bond Form: None See Paragraph 16 of Terms

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)
Contractor's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature(Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

TERMS:

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the

Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction

Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

- End of Performance Bond Form -