



TOWN OF BERLIN

Department of Public Works

240 Kensington Road • Berlin, CT 06037

Office (860) 828-7022 • Fax (860) 828-7180

RE: Public Right of Ways Construction Activity

Please be advised that the Public Works Department, in conjunction with the Berlin Police Department, would like to familiarize all Contractors proposing to work within the Public Right of Way of the licensing and permit requirements required to be completed prior to the start of your work within the Public Right of Way.

All Contractors (including those sub-contracted through Public Utility Companies) must become licensed with the Public Works Department prior to applying for a "Right of Way Permit". This license requires the submission of an Insurance Certificate and Bond as outlined in Section 14 of the Town of Berlin Municipal Code.

Contractor's Licenses must be renewed each and every calendar year.

Permitted work includes all work within the pavement, curb, driveway, sidewalk, and grassed shoulder of the Public Right of Way. Furthermore, work involving the installation or repair of storm sewers, sanitary sewers, and water mains requires the Contractor to demonstrate that he/she currently holds the appropriate Trade License as defined by the State of Connecticut Department of Consumer Protection.

Construction activities requiring the removal of roadway pavement and/or pedestrian sidewalks will require the Contractor to submit a \$1,200.00 cash Performance/Maintenance Security Bond. This Bond will be returned to the Contractor following the restoration of the work as outlined in the Municipal Code.

The Public Works Department reserves the right to review any, and all, applications for permits to work within the Town Right of Ways for up to seven business days. Full disclosure from the Contractor regarding the proposed mapping should be furnished with the application for review.

Failure to obtain a permit prior to commencing work for which a permit is required (excluding emergency work) shall result in the imposition of a late fee in the amount listed in the Town Fee Schedule, in addition to the normal permit and licensing fees. Continued failure to comply shall result in the loss of Town licensing and permitting privileges within the Public Works Dept.

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To All Contractors:

The following items are required to obtain a new (or renewal) Contractor's License to work in the Town of Berlin, CT:

1. Application Form completed
2. Annual License Fee (\$50.00)
3. Public Liability Endorsement- Bodily Injury Limits of \$1,000,000 each person, \$1,000,000 each accident, Property Damage limits of \$100,000 each accident.
4. Certificate of Insurance issued by the Insurance Company. Town of Berlin must be named as additional insured (as well as certificate holder).
5. Surety or Continuous Bond for \$2,500 for work in the Town Right of Way. Bond must be cancelled in writing and presented to the Town of Berlin- Public Works Department at least 60 days prior to cancellation date.
6. A Right of Way Excavation Performance/Maintenance Security Bond of \$1,200.00 (in addition to the \$2,500 bond). This bond is refundable after one year and permanent patch is complete.

CONTINUOUS BOND within the TOWN of BERLIN

Know all men by these presents, that _____ as principal, and _____, as surety, are held firmly bound unto the Town of Berlin, in the sum of TWO THOUSAND FIVE HUNDRED and 00/100ths DOLLARS (\$2,500,00), lawful money of the UNITED STATES OF AMERICA, to be paid to the said Town of Berlin, its successors or assigns, for which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly and severally firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the above bounden principal has been issued by the Town of Berlin, a permit, lease, official agreement of authorization to perform work on, about or adjacent to the public right of way within said town as is or may be particularly, specified in said permit(s), to which permit(s) reference is hereby made are part hereof; and Whereas, the said principal has undertaken and does hereby agree to comply with all rules, regulations and restrictions of said Town of Berlin in regard to said permit(s).

NOW, THEREFORE, if the said principal shall well and truly keep and perform during said term, all the terms and conditions of the ordinances of the Town of Berlin, regulating work within a public right of way and shall indemnify and save harmless the Town of Berlin and its agents from all suits and actions of every name and description brought against said Town, or any officers of the said Town, for or on account of any injuries or damages received or sustained by any person in consequence of or resulting from any work performed by said principal, (his) (her) (their) (its) servants or agents, or, of, or from any negligence in guarding said work, or, of, or for any act or omission of said principal, (his) (her) (their) (its) servants or agents, said faithfully perform said work in all respects; and shall also guarantee his work for a period of 18 months after completion, against all failure caused by defective workmanship and will make good such defects within 30 days after being ordered to do so by the Town, and shall be completed to the satisfaction of the Town Engineer, and shall comply in all respects with the rules and regulations established relative to such work, and with the terms of the permits that may be issued to him, and shall also pay any fines imposed upon him, and shall also pay all fides imposed upon him for violations of any such rule or regulations, then this obligation shall be of no effect, otherwise, it shall remain in full force and virtue.

In the event the work is not completed within the said 30 days, the Town is authorized to either do the work itself, or contract for said work to be done, and same will be paid for by the contractor.

SIGNED AND SEALED, and dated at _____, this _____ day of _____

(Witness) Printed Name

(Witness) Signature

(Witness) Printed Name of Surety

(Witness) Signature of Surety

Principal Printed Name

By: _____
Signature of Principal

Surety Company Name

By: _____
Signature, Duly Authorized

Printed Name, Title, Duly Authorized

Surety Contact Phone Number



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RIGHT-OF-WAY EXCAVATION PERFORMANCE/MAINTENANCE \$1,200 (REFUNDABLE) SECURITY BOND RECORD

DATE: _____

PROJECT LOCATION/ADDRESS:

CONTRACTOR NAME (COMPANY), ADDRESS and PHONE NUMBER:

I do hereby acknowledge that due to administrative costs, no interest will be added to my funds being held for the above project.

Contractor will be notified prior to the Town utilizing any portion of the Security Bond fee for repair work to the Right-of-Way.

By signing below, I agree to the above statements.

Contractor Signature

Town License Number

Witness

Permit - Excavation in public right of way (25' or less in length) includes refundable \$1,200 security fee (returned upon acceptance of permanent patch by Dept. of Public Works. The Water Control Commission and Connecticut Natural Gas are exempt from the 51,200 security fee. Kensington Fire District, Worthington Fire District, Cable Companies, CL&P/NU, and Yankee Gas will be limited to a maximum 55,000 permanent patch security fee (per calendar year), or until proof of a permanent patch contract is in place (and accepted) by the Dept. of Public Works as adopted by Public Hearing and Town Council 2/26/08.