WARREN COUNTY DEPARTMENT OF PUBLIC WORKS

PERMIT TO WORK IN COUNTY RIGHT-OF-WAY

(Under Article 6, Section 136 ET.AL. of Highway Law)

Warrensburg Offices
4028 Main Street
Warrensburg, NY 12885
518-761-6556 or 518-623-4141
fax 518-623-2772

William Remington, P.E.
Superintendent of Public Works

William E. Lamy, P.E.
Deputy Superintendent of Public Works

Insurance Policy #: _____ County Road #: _____

Expiration Date: _____ Permit #: _____ Expiration Date: _____

WHEREAS, A County Road # _____ known as _____ is part of the County Road System and

WHEREAS, _____ whose address is _____, whose telephone number is _____ requests permission to _____

_____

_____

NOW, THEREFORE, permission is granted to the applicant to do said work subject to the following conditions:

A (Certified Check) (Bond) in the sum of $ _____, payable to the County Treasurer of Warren County is (On File) (To Be Deposited) as security that the highway will be restored to its original condition where disturbed at the expense of the applicant, as soon as the work has been completed, and the said County Superintendent of Public Works is hereby authorized to expend all or as much of such deposit as may be necessary for that purpose, should the said applicant neglect or refuse to perform the work.

SPECIAL CONDITIONS

_____

_____

_____

_____

In consideration of granting this permit the undersigned accepts it subject to conditions described.

_____	_____	_____
Property Owner	Date	County Superintendent of Public Works
_____	_____	_____
Contractor	Date	Date

IMPORTANT NOTICE: Carefully read and fully comply with the following conditions. No work affecting the roots or tops of trees is authorized by this permit, excepting those permits issued for this purpose. Guying to trees requires written permission. To avoid damage to power and communication lines and cables, gas mains, water mains, etc., permittee shall contact the owners thereof and obtain their permission before starting work. It is mandatory to notify the person or municipality distributing gas in that area at least 72 hours in advance before discharging explosives. Conduct operations safely. Prevent accidents. See conditions on reverse side of this permit.

1. The privilege granted by the permit does not authorize any infringement of Federal, State, or local laws or regulations, and is limited to the extent of the authority of this Department in the premises. Such permit shall not be assigned or transferred without the written consent of the Superintendent of Public Works.
2. The work authorized by the permit shall be performed under the supervision and to the satisfaction of the Superintendent of Public Works or his representatives.
3. The Superintendent of Public Works shall be given one week=s notice by the permittee of the date when he intends to begin the work authorized by the permit, and prompt notice of its completion.
4. The permittee shall be responsible for all damages resulting in bodily injury, including death, and/or property damage liability due to the installation, maintenance, use or existence of any facility of the permittee or which arises out of the activities of the permittee, its contractors sub-contractors of either or both, agents or employees in connection with any act or omission hereunder; and does hereby expressly agree to indemnify and save harmless the County and/or the Department of Public Works and/or the Superintendent of Public Works and his representatives and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from any act or omission hereunder, and does hereby further expressly agree to pay any damages because of injury to or destruction of part or all of any bridge, or other structure owned by the County of Warren, and caused directly or indirectly by any occurrence and arising out of the existence, maintenance or use of any facility or the matter and contents thereof as such facility, matter and contents are authorized for installation, connection, maintenance, transportation, or transmission on and across any such bridge, or other structure, pursuant to the terms of the permit.
5. Unless expressly waived by the Superintendent of Public Works, the permittee shall furnish with the application policy of protective liability insurance issued to and covering the liability of The People of the County of Warren and/or the Superintendent of Public Works of the County of Warren, with respect to all operations under the permit by the permittee or by anyone acting by, through or for the permittee, including omissions and supervisory acts of the County. The limit of liability in such policy shall be not less than $1,000,000.00 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by one person in any one accident and. subject to that limit for each person, not less than $3,000,000.00 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident , and subject to that limit per accident, not less than $3,000,000.00 for all damages arising out of injury to or destruction of property during the policy period. Such policy shall state that it will not be changed or canceled until ten days= written notice has been given to said Superintendent of Public Works and acknowledged.
6. The enumeration in the permit of the kind and amount of insurance shall not abridge, diminish, or affect the permittee=s legal responsibilities for the consequences of accident arising out of or resulting from the operations of the permittee under the permit.
7. Any undertaking, bond or certified check required by and deposited with the Department of Public Works before or at the time of the issuance of the permit by the Superintendent of Public Works shall be deemed to include and be used as security that the highway or any part thereof will be restored to its original condition where disturbed, at the expense of the permittee, as soon as the work has been completed and the said Superintendent of Public Works is hereby authorized to expend all or as much of such deposit as may be necessary for that purpose, should the said permittee neglect or refuse to perform the work.
8. It shall be deemed the responsibility of the permittee for the payment of any and all claims for the damages arising out of operations by this permit which may result because of any dangerous conditions created by the existence of any debris or obstruction left on the pavement or roadside during the progress of the work which may be either within the highway right-of-way or on adjacent property. Should the Superintendent, or his representative, discover any hazardous condition so created, he may issue verbal instructions or written notice to the permittee to eliminate the cause. In the event the permittee fails to take immediate action to remove such hazardous conditions, the Department reserves the right to take such action as it may deem necessary to safeguard the public. All costs resulting therefrom shall be paid by the permittee to be deducted from deposit on file or Surety given by the permittee. In the event the expenses exceed the amount of the Surety Bond on deposit, the permittee shall promptly pay the balance due.
9. The Superintendent of Public Works reserves the right to revoke or annul the permit at any time and at his discretion without a hearing or the necessity of showing cause.
10. The applicant agrees to pay all necessary expenses incident to supervision and inspection by reason of the granting of a permit as certified by the Superintendent of Public Works, such payment to be made within ten days from the rendering of the certified amount.
11. Works authorized by the permit shall be commenced within 30 days from the date of permit and performed in a workmanlike and expeditious manner without unreasonable delay or interference with the public travel. The permittee shall provide suitable safeguards so as to reduce to an absolute minimum any dangerous conditions hazardous to life, limb or property.
12. Traffic shall be maintained by the permittee on the highway while the work is in progress and until its final completion.
13. The applicant hereby certifies that he has secured compensation for the benefit of, and will keep insured during the performance of the above described work, such employees as are required to be insured, by the provisions of the Workmen= Compensation Law, and acts amendatory thereto.
14. If necessity arises in the future because of highway maintenance, reconstruction or new construction, requiring the relocation, replacement or removal of the installation authorized by the permit, said work shall be done and all expenses borne by the permittee, his grantees, successors or assigns.