

APPLICATION FOR HIGHWAY CONSTRUCTION PERMIT
TOWN OF BATAVIA
3833 WEST MAIN STREET ROAD
BATAVIA, NEW YORK 14020-9402

Please complete the form below and submit it to the Batavia Town Clerk, 3833 West Main Street Road, along with the Permit Fee.

PERMIT FEE: \$200

APPLICANT NAME _____

ADDRESS _____

PHONE NUMBER _____ EMAIL _____

DESCRIPTION OF PROPOSED WORK: _____

Please sketch location for proposed Highway Construction **OR** provide plans for proposed work:

APPLICANT SIGNATURE: _____

IN CONSIDERATION OF GRANTING THIS PERMIT, THE APPLICANT AGREES TO THE CONDITIONS AND RESTRICTIONS DESCRIBED AS FOLLOWS.

CONDITIONS AND RESTRICTIONS

1. This Permit shall not be assigned or transferred without the written consent of the Town Superintendent of Highways.
2. The work authorized by this permit shall be performed under the supervision and to the satisfaction of the Town Superintendent of Highways or his/her representative.
3. The Town Superintendent of Highways shall be given 48 hours' notice by said Applicant of:
(A) the date the work authorized by this Permit shall begin and;
(B) completion date
4. The said Applicant hereby agrees to hold the Town harmless as per **EXHIBIT A**, annexed hereto and made a part hereof.
5. All persons concerned with actual work under this Permit are duly covered by Workers' Compensation insurance.
6. The Applicant warrants, that it will maintain at its sole expense the insurances identified and required pursuant to **EXHIBIT B**, annexed hereto, and made a part hereof, that shall be secured from a company in good standing rated A- or better by A.M. Best that is licensed to do business in the State of New York. At its sole discretion, the Town may waive or modify in writing any insurance policy requirements and/or any limits thereof.
7. The Town Superintendent of Highways reserves the right to at any time revoke or annul this Permit should the Applicant fail to comply with the terms and conditions upon which it is granted.
8. Work under this Permit to be commenced within thirty days from date of permit and continued in an expeditious matter, not to exceed the one (1) year deadline.
9. The Applicant agrees to pay all necessary expenses incident to supervision and inspection by reason of the granting of such Permit as certified by the Superintendent of Highways, to be made within ten (10) business days from the rendering of an invoice by the Town to the Applicant.
10. The Applicant shall submit a detailed plan of any structures to be built with a description of the proposed method of construction.
11. Traffic shall be maintained by the Applicant on this section of the highway in compliance with the current Manual For Uniform Traffic Control Devices, while the work is in progress and until its final completion.
12. Any pipeline or electric conduit crossing shall either be bored or driven under the roadway and a sleeve installed to house same and shall extend from ditch line to ditch line or be thirty-six (36) feet in length minimum.
13. Permits are valid up to and not to exceed one year from date of issuance.

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, A (CERTIFIED CHECK/BOND) IN THE SUM OF \$ _____ PAYABLE TO THE TOWN CLERK OF THE TOWN OF BATAVIA IS 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 TOWN SUPERINTENDENT OF HIGHWAYS IS HEREBY AUTHORIZED TO EXPEND ALL OR AS MUCH AS SUCH DEPOSIT AS MAY BE NECESSARY FOR THAT PURPOSE, SHOULD THE APPLICANT NEGLECT OR REFUSE TO PERFORM THE WORK.

SPECIAL CONDITIONS

CONDITIONS AND RESTRICTIONS

OFFICE USE ONLY

Highway Construction approved by Highway Superintendent.

Highway Superintendent

Date

CONDITIONS AND RESTRICTIONS

EXHIBIT A

The Applicant shall indemnify, defend, and hold the Town and its respective officers, directors, employees and agents, and its successors and assigns harmless from and against all claims, damages, demands, losses,, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorney's fees, consequential damages, and punitive damages), arising out of or from, or alleged to arise out of or arise from, the performance of the work as authorized by the construction Permit or by any of Applicant's subcontractors, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligent or intentional conduct of the Applicant or any entity for which it is legally responsible, including any allegations that the work has infringed, misappropriated, or violated any intellectual property rights of any third party. This indemnity applies regardless of whether the claim is presented by an employee of Applicant and shall not be limited in any way by any limitation on the amount of or type of damages, compensation or benefits payable by or for the Applicant under any Workers' Compensation acts, disability benefits acts or other employee benefits acts.

CONDITIONS AND RESTRICTIONS

EXHIBIT B

INSURANCE REQUIREMENTS

Insurance Schedule

Identified Insurance means those insurance policies identified in the chart below.

Applicant shall (and shall cause each of its subcontractors to) comply with the requirements set forth in this Insurance Schedule. All further references to “Applicant” herein are intended to include Applicant and its subcontractors.

<u>Insurance</u>	<u>Minimum Limits</u>
Employers Liability:	\$1 Million each accident for bodily injury by accident \$1 Million each employee for bodily injury by disease \$1 Million policy limit for bodily injury by disease
Commercial General Liability:	\$2 Million per occurrence \$2 Million personal and advertising injury \$2 Million products and completed operations \$2 Million general aggregate
Automobile Liability: (Hired, Owned, Not-Owned)	\$1 Million combined single limit
Professional Liability / Errors and Omissions:	\$2 Million per claim \$2 Million aggregate
Umbrella to Overlay Liability Coverages:	\$5 Million per occurrence and aggregate

Other Insurance Provisions

1. The Identified Insurance shall include the following provision on every insurance policy covering all the activities of Contactor with respect to the performance of this Agreement:
 - (a) The Town, and its respective affiliated persons and entities, including without limitation their respective directors, officers, employees, agents, and representatives shall be additional insureds.

2. The Identified Insurance shall also:
 - (a) require the Town to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy;
 - (b) be primary and non-contributing to insurance maintained by the Town;
 - (c) endorsed to waive rights of recovery by subrogation in favor of the Town; and
 - (d) in the case of policies or provisions relating to products, completed operations and professional liability, survive termination or expiration of this Agreement.

3. Applicant shall furnish to the Town certificates of insurance evidencing all Identified Insurance (including without limitation, an Acord form) and, at least thirty (30) days prior to the expiration of a policy, certificates evidencing additional or renewal policies.

4. All Identified Insurance shall be written on an occurrence basis except for Applicant’s professional liability insurance, which may be written on a claims-made basis. Any deductible or self-insured retentions shall be the sole responsibility of Applicant, and coverage shall apply for the benefit of the Town as if no deductible or self-insured retention applied.

5. To the fullest extent allowed by law, Applicant hereby waives all rights of recovery in favor of the Additional Insured and the Indemnitee.

6. Applicant shall bear risk of loss with respect to any owned, leased, rented, or borrowed vehicles, equipment, data, tools or other personal property. Applicant shall bear the risk of loss with respect to any of its expenses or loss of income.