

Telephone: 973-402-9410
Facsimile: 973-316-8498
www.boonton.org



TOWN OF BOONTON
100 WASHINGTON STREET
BOONTON, NEW JERSEY - 07005

APPLICATION FOR STREET OPENING PERMIT

Date: _____ Applicant Name _____
Phone: _____ Address: _____
Cell: _____ 24 Hr. Contact Name: _____
24 hr. Contact Number: _____

LOCATION: _____

For the purpose of: _____

The size and length of the trench and opening will be:

LENGTH (ft.): _____ WIDTH (FT.): _____ DEPTH (FT.): _____

LENGTH OF CURB TO BE REMOVED (FT.) _____ SQ FEET OF SIDEWALK TO BE REMOVED FT.) _____

Work will commence on/about _____, 20____ and will be completed on/about _____, 20____.

Requested by: _____ Title: _____

Prior to the issuance of this permit, confirmation must be given that the New Jersey One Call 811 has been notified.

DATE MARK-OUT WAS CALLED IN: _____ CONFIRMATION NO: _____

Application Fee: \$ _____ \$150.00 _____
(Fees Approved:)

Escrow Fee: \$ _____ _____
(Date)

Performance Bond: \$ _____

TOTAL FEE: \$ _____

Accompanying this application is the required bond. The undersigned covenants and agrees that all ordinances of the Town of Boonton will be complied with if said permit is granted.

(Owner's Signature) _____ (Contractor's Signature)

Return this form to: Michael Petonak, DPW Superintendent, Town of Boonton, 100 Washington St., Boonton, NJ 07005

Applicant is authorized to make the openings and do the work described above: PERMIT # _____

Michael Petonak, DPW Superintendent

Daren Phil, Town Engineer

ATTEST:

Cynthia A. Oravits, Town Clerk

Matthew DiLauri, Mayor

**TOWN OF BOONTON ROAD OPENING PERMIT
AGREEMENT**

The Town of Boonton, a municipal corporation of the State of New Jersey, hereinafter referred to as "Town," having its main office at 100 Washington Street in the Town of Boonton, County of Morris and State of New Jersey and **ANTEA GROUP**, hereinafter referred to as "Applicant," with offices located 780 e. Market Street, Suite 120, West Chester, PA 19382, hereby agree pursuant to Chapter 254, Article II, of the Ordinance of the Town of Boonton, as follows:

PROTECTION FROM SUITS

The APPLICANT shall defend indemnify, protect and save harmless the Town of Boonton (Town) and its agents, servants, Engineer and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of, any negligent act, error, or omission of the permitted, its agents, servants, and employees in the performance of the work covered by this permit.

PROTECTION OF TRAVELING PUBLIC

It shall be the duty of the APPLICANT to properly guard any excavation or storage piles by erection of suitable barriers by day and lights by night. Sufficient warning signs, and watchmen, and/or flag-men shall be posted at each end of the work area to control traffic, in accordance with the recommendations of the "Manual of Uniform Traffic Control Devices for Streets and Roadways." Coordination of traffic control shall be made with the local police department, subject to the Town of Boonton ordinances, regulations and procedures.

The APPLICANT shall be liable for any neglect to safeguard the traveling public. If the excavation extends the full width of the road, only one-half of it shall be made at one time, and it shall be backfilled before the other half is excavated, so as to maintain traffic at all times. In any other case there shall at all times be maintained a vehicular lane.

Work shall be scheduled and executed to present a minimum of inconvenience to the public and reasonable, safe access shall be maintained to all adjacent residences and businesses at all times. Steel plates are to be used as a protection of openings maintained overnight in the traveled way, and then, only upon approval of the Town of Boonton Engineer (Engineer).

WORK ON PRIVATE PROPERTY

The APPLICANT shall be responsible for arranging with adjacent property owners for the removal or relocation of shrubs, fences, structures, trees or embankments, etc., necessary for his construction, whether they are in the Town of Boonton right-of-way or on private property. The APPLICANT shall make all arrangements with utility companies for the location, relocation and protection of their installations. The APPLICANT shall save the Town harmless from any suits or claims by any person for damages to trees, shrubs, lawns, etc., caused by the APPLICANT equipment, workmen or operation.

PROTECTION OF TREES

The APPLICANT will be held responsible for tree damage caused by careless handling of equipment when working along Town maintained roads. The Town of Boonton Department of Public Works must approve the removal of and/or work done around shade trees in the Town right-of-way.

CERTIFICATE OF INSURANCE

The APPLICANT and its subcontractors shall submit a Certificate of Insurance from their respective insurance companies. The certificate shall indicate the following information and coverage.

- 1) Comprehensive General Liability in the amount of:

<u>Bodily Injury</u>	<u>Property Damage</u>
\$500,000 each person	
\$1,000,000 each accident	\$25,000 each accident
\$1,000,000 aggregate	\$25,000 aggregate

- 2) Automobile Liability in the amount of:

<u>Bodily Injury</u>	<u>Property Damage</u>
\$500,000 each person	
\$1,000,000 each accident	\$25,000 each accident

- 3) Workers Compensation (New Jersey Statutory Coverage) in the amount of:

<u>Employer's Liability Coverage</u>
\$1,000,000 min.

- 4) The policy number and period

- 5) A description of work for which the certificate covers

- 6) Name and address of insured

- 7) That a certificate naming the Town of Boonton and its Engineer as additional insured is issued to the Town of Boonton, 100 Washington Street, Boonton, New Jersey 07005.

In the case of an individual homeowner making a repair to, replacing or upgrading an existing service connection outside of the paved roadway (behind the curb), the above noted insurance limits may be reduced to \$300,000.

SPECIFICATIONS TO BE USED

Pavement openings, excavating, backfilling and temporary and permanent repairs must be done in accordance with the "Specifications of the Town of Boonton for Road Openings" included herein and made part of this Agreement. Permanent repairs shall not be made until approval has been given by the Town Engineer. No permanent paving is to be done between December 1 and April 1.

STORAGE OF MATERIAL

In connection with this work it shall be unlawful for any person or persons, firm or corporation to place or store material of any description whatsoever, or vehicles or other equipment of any nature whatsoever, upon any road or street so as to interfere with the flow of water along the gutters or to interfere with traffic on such road or street without first having obtained approval from the Town Engineer.

OPEN EXCAVATIONS

No excavation shall be opened for a distance of more than two hundred feet at any one time. All excavations shall be properly backfilled, paved and all equipment shall be removed from the public right-of-way at the end of each day's work, and during periods of heavy traffic, and at such times as may be required for non-interference with snow removal, and at such times as may be directed by the Town Engineer or Chief of Police.

Metal plates capable of supporting traffic shall be used to temporarily cover road opening (in place of using barricades) at such times and at such places as shall be designated by the Town Engineer. When so used, metal plates must be adequately anchored, to avoid the possibility of displacement.

Unless an emergency exists, no work shall start before 8:00 A.M. of each work day and all equipment and materials must be moved off the road and the road swept clean by 4:30 P.M. No work shall be permitted on Saturdays, Sundays, holidays, or when road is snow or ice covered, or after asphalt plants have stopped making stabilized base. Emergency road openings (gas or water leak, sewer stoppage, etc.) shall be reported to the Town of Boonton Department of Public Works immediately and then to the Town Engineer on the next regular work day and all requirements met as required by him/them.

INSPECTION AND ACCEPTANCE

After reviewing the permit, a decision will be made if full-time inspection is necessary or after notification or incorrect execution of work as required by this agreement and the Specifications of the Town of Boonton for Road Openings, the APPLICANT fails to correct to the satisfaction of the Town Engineer all conditions which in the judgment of the Town Engineer are incorrect for ongoing work, a full or part time inspector may be assigned to the project. His services and all material inspection charges shall be paid for by the Applicant. Said charges are above and beyond fees required for the permit, which are meant to cover routine inspection. In such a case, the APPLICANT will be required to post, in cash, escrow with the Town Clerk in an amount equal to the estimated cost for the inspection, prior to proceeding with any additional work. Should the cost of inspection be anticipated at any time to exceed the amount remaining in the escrow account, the APPLICANT shall immediately deposit a sufficient supplemental amount. Any unused portion of the said escrow account shall be refunded to the APPLICANT as soon as practicable after final acceptance of the finished restoration by the Town Engineer.

If, after notification, the APPLICANT fails to correct to the satisfaction of the Town Engineer all conditions which in the judgment of the Town Engineer are incorrect, the Town of Boonton will take or have taken by others necessary corrective action, the charges for same to be collected from the calling of the Guarantee. Such action will in no way relieve the APPLICANT of any or all responsibility and/or liability.

If it is necessary for the Town of Boonton to pursue compliance before any court of law or administrative agency, the cost of same, including reasonable attorney fees, shall be borne by the APPLICANT.

Prior to issuing Individual Road Opening Permits, the APPLICANT shall furnish the required fee in an amount indicated in Section 254-16.(b) Fees of the Ordinance.

GUARANTEES

In order to assure that the work shall be performed in accordance with all the requirements, specifications and regulations of the Town of Boonton, Performance and Maintenance Guarantees shall be required.

At the time of execution of this Agreement, the APPLICANT shall furnish Cash, or a Performance Bond in favor of the Town of Boonton in an amount equal to 120% of the cost of trench restoration including backfilling and surface treatment in accordance with specifications of the Town of Boonton. Said Performance Bond shall be in a form as

included herein and shall cover the total amount of work anticipated over the time period of this Agreement and shall be adjusted at such times during the Agreement period to reflect any changes in the extent of work not initially anticipated. The APPLICANT shall submit a calculation to the Town Engineer for approval, showing the details of the bond amount determination.

The APPLICANT shall furnish Cash, or a Maintenance Bond in favor of the Town of Boonton in an amount equal to 15% of the cost of trench restoration including backfilling and surface treatment in accordance with specifications of the Town of Boonton. Said Maintenance Bond shall be in a form as included herein and shall cover the total amount of work contained in each Individual Road Opening Permit or Permits as approved by the Town Engineer. It shall be posted after final acceptance of the finished restoration by the Town Engineer and the period for maintenance shall start effective said acceptance date.

All restoration work shall be guaranteed against all failures which are the result of defective material and/or poor workmanship furnished by the APPLICANT, for a period of two (2) years after said restoration work is completed.

If, in the judgment of the Town Engineer, any corrective work must be done during the specific guarantee period due to defects and/or failures, which are the result of defective materials and/or poor workmanship furnished by the APPLICANT, the APPLICANT shall, upon receipt of notice from the Town of Boonton, complete such corrective work within such time as may be specified by the Town Engineer. Failure by the APPLICANT to comply with such request shall be cause for the Town to petition the APPLICANT'S surety to take action satisfactory to the Town. Failure of the APPLICANT to do the corrective work shall also be cause for the Town to withhold approval on any pending and/or future applications by the APPLICANT until the corrective work has been completed to the satisfaction of the Town.

The decision of the Town shall be final on any and all work performed under the permit.

OTHER PERMITS

The issuance of a permit hereunder does not waive the obtaining of any or all Federal, State or County permits including environmental permits for stream encroachment or wetlands and Soil Erosion and Sedimentation Control Plan certification by the Morris County Soil Conservation District.

TIME PERIOD

This agreement is valid for two (2) years from date of Issue at which time, the APPLICANT must apply for renewal. Any changes or additions to this agreement during this period must be in writing and be mutually agreeable to both parties. Failure to adhere to conditions set forth herein shall void the agreement.

ENFORCEMENT

The Town Engineer is charged with the enforcement of all the provisions of these rules and regulations and is the agent acting for the Town of Boonton.

MISCELLANEOUS

This Agreement is binding upon the parties hereto, its successors and assigns.

This Agreement encompasses the entire Agreement of the parties and any statements not contained herein are not part of this Agreement and shall not be binding upon either of the parties unless reduced to writing and added as an addendum to this Agreement.

Accepted this _____ Day of __ 20 _____
For the Town of Boonton

_____ Printed
Town Clerk

By: _____
Name)

For the Applicant:

(Firm or Corporation)

By: _____ Signature)

(Printed Name)

(Printed Title)

MAINTENANCE BOND

(Principal's Name and Address) _____
as Principal, and the

(Surety's Name and Address) _____,

a company existing under the laws of the State of New Jersey, as Surety, are held and firmly bound unto the Town of Boonton, 100 Washington Street, Boonton, New Jersey 07005, in the sum of _____ (Words, Figures) DOLLARS, lawful money of the United States of America, to be paid to the said Town of Boonton, its successors and assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seal and dated the _____ (day) of _____ (month), in the year of our Lord, 20 _____ (year).

WHEREAS, the above Principal have applied for a permit to open, excavate and cross at various locations within the right-of-way within the Town of Boonton, Morris County, New Jersey, for the purpose of construction/installation of _____ in the improved and/or unimproved right-of-way, and to maintain the work in the improved pavement and shoulder areas for a period of two (2) years from and after completion and to maintain the work outside said improved areas for a period of two (2) years from and after completion.

NOW THEREFORE, if the above Principal shall well and faithfully maintain and restore improvements to their original condition and fully comply with the terms and regulations of the Obligee pertaining thereto, save and hold harmless said Obligee from and against any and all loss, costs, damages and attorney's fees of whatsoever kind and nature then this obligation to void; otherwise will remain in full force and effect.

Signed, sealed and delivered
in the presence of:

(PRINCIPAL)

as to Principal

Principal

(SURETY)

as to Surety

BY _____

PERFORMANCE BOND

(Principal's Name and Address) _____ as Principal, and the

(Surety's Name and Address) _____,
a company existing under the laws of the State of New Jersey, as Surety, are held and firmly bound unto the Town of Boonton, 100 Washington Street, Boonton, New Jersey 07005, in the sum of _____ (Words, Figures) DOLLARS, lawful money of the United States of America, to be paid to the said Town of Boonton, its successors and assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seal and dated the _____ (day) of _____ (month), in the year of our Lord, 20 _____ (year).

WHEREAS, the above named (Principal) is being required by the Town of Boonton to post bond guaranteeing the construction/installation of _____ in the improved and/or unimproved right-of-way in the Town of Boonton according to the Specifications of the Town of Boonton,

NOW, THEREFORE, the condition of this obligation is such that if the above named (Principal) shall perform all work in conformance with the above named specifications, then this obligation to be void, otherwise to remain in full force and effect.

Signed, sealed and delivered
in the presence of:

(PRINCIPAL)

Principal

(SURETY)

BY _____

as to Surety