

TOWN OF HARRISBURG
 ENGINEERING DEPARTMENT
 4100 Main Street, PO Box 100
 Harrisburg, NC 28075
 Tel: (704) 455-0728 • Fax: (704) 455-4761

Approved

Denied

Town Engineer
 Signature _____
 Date _____

PERMIT APPLICATION

PLEASE PRINT CLEARLY AND FILL IN ALL APPLICABLE SECTIONS

Encroachment Grading

PERMIT #:	<input type="checkbox"/> Street Parking Obstruction
PROJECT SITE ADDRESS:	<input type="checkbox"/> Storm Drain
PROJECT NAME/WORK ORDER#:	<input type="checkbox"/> Driveway
APPLICATION DATE:	<input type="checkbox"/> Sidewalk _____ sq. ft.
ANTICIPATED START DATE:	<input type="checkbox"/> Street Trenching _____ sq. ft.
ANTICIPATED END DATE:	<input type="checkbox"/> Sewer Abandonment # of Connections: _____
ESTIMATED COST OF WORK: \$	<input type="checkbox"/> Haul Route # of Miles: _____
PROJECT DESCRIPTION:	<input type="checkbox"/> Traffic Control # of Days: _____
	<input type="checkbox"/> Excavation/Fill Cut: _____ CY Fill: _____ CY
	<input type="checkbox"/> Stockpile /Erosion Control # of Days: _____
	<input type="checkbox"/> Sanitary Sewer # of Connections: _____
	<input type="checkbox"/> Open Trench Method
	<input type="checkbox"/> Trenchless Method
	<input type="checkbox"/> Other _____

Please indicate to whom the security deposit shall be refunded: Applicant Owner/Agent Contractor

APPLICANT	NAME: _____ COMPANY: _____
	ADDRESS: _____ CITY/STATE/ZIP: _____
	PHONE# _____ FAX#: _____
	EMAIL ADDRESS: _____
OWNER/ AGENT	NAME: _____ COMPANY: _____
	ADDRESS: _____ CITY/STATE/ZIP: _____
	PHONE# _____ FAX#: _____
	EMAIL ADDRESS: _____
CONTRACTOR	NAME: _____ COMPANY: _____
	ADDRESS: _____ CITY/STATE/ZIP: _____
	PHONE#: _____ FAX: _____
	EMAIL ADDRESS: _____ NORTH CAROLINA CONTRACTOR'S LICENSE#: _____

CERTIFICATE OF INSURANCE AND LICENSE COMPLIANCE

Each person or entity prior to the granting of an encroachment permit shall furnish to the Town a certificate showing that such person or entity has then in force a policy of commercial general liability insurance naming the Town as an additional insured in the amount of not less than 2 Million Dollars (\$2,000,000) per person or per occurrence combined single limit.

DIRECTIONS: Place an "X" next to the appropriate statement under both the Workers' Compensation section and the Contractor's Licensing section below. Fill in any blanks in the statement where your "X" is. Sign and date this form after you have read everything on it.

- 1. a. I have attached a certificate of insurance which shows that I carry workers' compensation insurance for work to be done under this permit.
- b. I have on file with the Harrisburg Engineering Department a certificate of insurance as described in (a) above.
- 2. I have attached a certificate of consent to self-insure issued by the Director
- 3. I certify that in the performance of the work for which this permit is issued shall not employ any person in any manner so as to become subject of the workers' compensation laws of North Carolina.

The Permittee, for himself, his contractors, and employees, agrees to save, indemnify and hold harmless the Town of Harrisburg or its representatives from all liabilities and claims for

damages by reason of injury or death to any person or persons, or damage to property from any cause whatsoever while in, upon or in any way connected with the work covered by this Grading Permit, and does further agree to defend the Town in any claim arising out of or as a result of the work done under this permit. CONTRACTOR'S LICENSING

- 1. As the applicant, I am licensed under the provisions of the Contractor's License Law. My license number _____ in classification _____ is in full force and effect.
- 2. I am exempt from the "License Required" provisions of the Contractor's License Law. State basis of exemption: _____.

I understand that this permit is automatically revoked at any time when I am required to have workers' compensation insurance but do not. I agree to indemnify and hold harmless the Town of Harrisburg against liabilities, judgments, costs and expenses which may in any way accrue against said Town in consequence of granting this permit.

Signature _____

Date _____

TOWN OF HARRISBURG
PERMIT FOR WORK WITHIN THE TOWN STREET RIGHT-OF-WAY

GENERAL CONDITIONS OF APPROVAL

1. **Effective Date:** This permit shall become effective when issued by the Town Engineer or his/her authorized Representative. A copy shall be furnished to Permittee. If the work or use authorized under this permit is not begun within ninety (90) days of such date, then the permit shall become void.
2. **Limitations:** This permit does not constitute a lease, deed or grant of an easement, or a fee interest by the Town. It is not transferable or assignable, and is revocable at any time at the option of the Town. The use authorized by this permit is limited solely to the purposes set forth herein and, except as expressly herein provided. Construction, excavation or installation of structures without specific written Town approvals is not authorized. The Town reserves the right to alter, add and delete from the work authorized required under this permit.
3. **Responsible Party:** No party other than the named Permittee or their agent is authorized to work under any permit.
4. **Acceptance of Provisions:** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments, and applicable provision of the Town of Harrisburg.
5. **Indemnification and Hold Harmless:** The Permittee shall be responsible for all liability imposed by law for personal injury or property damage proximately caused by work permitted and done by the Permittee under permit or proximately caused by failure on the Permittee's part to perform his obligations under said permit in respect to maintenance. If any claim of such liability is made against the Town, its officers, or employees, the Permittee shall defend, indemnify, and hold them, and each of them, harmless from such claim insofar as permitted by law.
6. **Public Liability and Property Damage Insurance:** Insurance. Permittee shall obtain at its sole cost and keep in full force and effect during the term of this permit, and for one year thereafter, a policy of commercial general liability insurance, including coverage for contractual liability. Each such policy shall name as additional insureds the Town of Harrisburg and its officials, officers, employees, agents and volunteers, and shall insure said persons against loss or liability for damages for bodily injury, death or property damage occasioned by reason of the operations of Permittee, including in, on and about the property permitted to be occupied or used, with minimum liability limits of \$2,000,000.00 per person or per occurrence combined single limit, or some other amount acceptable to the Town Attorney. The general liability insurance must be primary with respect to the additional insured; any other insurance available to the additional insured shall be excess and noncontributing. Permittee shall furnish to the Town a certificate and/or insurance policy evidencing the foregoing; all policies or certificates shall be in a form acceptable to Town Attorney and shall be issued by a company or companies acceptable to the Town Attorney. Permittee shall increase coverage limits upon written demand of Town provided that said increases are reasonable and justifiable by Town.
7. **Revocation:** Encroachment Permits are revocable on five (5) days' notice, as directed by the Town Engineer. These General Provisions, Utility Maintenance Provisions, and any Encroachment Permit issued hereunder are revocable or subject to modification or abrogation at any time, without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights reserved rights, or any other agreements for operating purposes in Town streets.
8. **Work Details:** Permittee's proposed work within Town's right-of-way shall be in accordance with the drawing bearing the Town's signed approval. This drawing is attached and is hereby made a part of this permit.
9. **Standards of Construction:** All work performed within the street shall conform to recognized standards of construction; the current Standard Specifications and Standard Plans of the Town of Harrisburg, WASACC, and NCDOT; and FHWA standards including the MUTCD.
10. **Fees and Deposits:** Permittee will pay the fees, deposits and other securities to the Town as shown on the Town Fee Schedule before the permit is issued.
11. **Keep Permit on the Work Site:** The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the Town or any law enforcement officer on demand. **WORK MAY BE SUSPENDED IF PERMIT IS NOT AT JOB SITE.**
12. **Other Required Permits:** The party or parties to whom a permit is issued shall, whenever by law, secure the written authorization for any work that must be approved by other agencies having jurisdiction.

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14. **Excavation:** All excavation requires prior notification of such activity. Permittee must contact 811 to verify underground utility locations. Failure to do so will result in revocation of this permit. A copy of the ticket is to be kept at the job site with the permit. Contacting 811 does not relieve the contractor from his responsibility to determine location and depth of buried utilities or repair of buried utilities damaged by his operation.
15. **Inspection and Approval by the Department:** All work shall be subject to monitoring inspection and approval by the Town Engineer. **WORK DONE WITHOUT INSPECTION MAY HAVE TO BE REMOVED AND BE RECONSTRUCTED AT PERMITTEE'S SOLE COST AND EXPENSE.** The Permittee shall request a final inspection and acceptance of the work. Permittee shall not accept and release his Contractor for the work authorized or required by this permit before securing the approval of the Town.
16. **Notice Prior to Starting Work:** Before starting work under the Encroachment Permit, the Permittee shall notify the Engineering Inspection Section representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) days, an additional two (2) working days of the notification is required before restarting work. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the Department's representative.
17. **Protection of the Town's Structures or Property:** Permittee shall be responsible and liable for any and all damages to Town's structures or property, due directly or indirectly to Permittee's occupation and use of Town lands pursuant to this permit, and shall promptly pay any just claim therefor. Permittee shall assume the defense of and indemnify and save harmless the Town, its officers, and employees from all claims, loss liens, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Permittee's occupation and use of Town lands pursuant to this permit. Permittee shall be responsible and liable for any and all damage to ALL Permittee facilities located within ANY public Right-of -Way or easement as a result of damage caused in maintenance, installation and repair of publicly owned infrastructure and waives any and all claims for damage against the Town.
18. **As-Built Records:** Permittee shall provide Town with As-Built drawings within fifteen (15) days after the work completion and before refundable deposit is released.
19. **Work Hours:** Hours of operation shall be 8 a.m. to 5 p.m., Mondays through Fridays only. There shall be no start-up of machines or equipment before 7:30 a.m., nor shall there be any cleaning or servicing of machines or equipment past 6 p.m., Mondays through Fridays. There shall be no noise generating activity between 5:30 p.m. and 7:30 a.m. each day and on Saturdays and Sundays. Exceptions to these restrictions may be granted by the Town Engineer for one of the following reasons:
 - a) Emergency work.
 - b) Work during inclement weather.
20. **Provisions for Pedestrians:** Where facilities exist, a minimum sidewalk and bike path width of four feet (4') shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.
21. **Protection of Traffic:** Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of the Manual on Uniform Traffic Control Devices issued by FHWA. Nothing in the permit is intended, as to third parties, to impose on Permittee any duty, standard of care, greater than or different than the duty or standard of care imposed by law. There shall not be traffic interruptions between 4:00 p.m. to 9:00 a.m. and during weekends. During construction operation, at least one lane of traffic in each direction shall be left open at all times. NOTE: Lane closures will not be permitted during rain events without prior approval by the Town Engineer. Driveway access to fronting and adjacent properties shall be maintained at all times.
22. **Minimum Interference with Traffic:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The Permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the instructions to Flagging Instructions Handbook and/or Manual on Uniform Traffic Control Devices.

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23. **No Parking Signs:** No Parking signs may be posted only for the day(s) of actual work through the length of the no parking zone. No Parking signs shall be removed on day(s) when parking restriction is not required. **No Parking signs must be posted at least 72 hours in advance of the effective time.**
24. **Erosion and Sediment Control:** Permittee shall comply with the requirements and best management practices as required by the State of North Carolina's Department of Environmental Quality and the Town's Stormwater (NPDES) Permit. This includes protection of all catch basins and drainage facilities in the vicinity of construction, maintenance of existing flow lines and curb drainage.
25. **Care of Drainage:** If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the Town Engineer.
26. **Making Repairs:** In every case, the Permittee shall be responsible for restoring to its former condition, as nearly as may be possible, any portion of the Town street facility which has been excavated or otherwise disturbed by Permittee. The Permittee shall maintain the surface over facilities placed under any permit. If the right-of-way is not restored as herein provided for, or if the Town elects to make repairs, Permittee agrees by acceptance of permit to bear the actual cost thereof.
27. **Sidewalk Access Ramps:** If Permittee damages, alters or replaces any portion of an existing sidewalk ramp, Permittee shall be required to reconstruct the existing access ramp in compliance with current ADA standards.
28. **Monument Preservation:** Permittee shall not disturb any existing survey monuments within the Town right-of-way. Monuments that are disturbed/removed shall be restored/replaced in accordance with the provisions of the State of North Carolina and Professional Code at no cost to the Town.
29. **Clean Up Right-of-Way:** Permittee shall, at all times, keep Town's lands in good and slightly condition, so far as the same may be affected by Permittee's operation hereunder. Upon completion of the work, all brush, timber, scraps, material, etc. shall be entirely removed and the right-of-way shall be left in as presentable a condition as existed before work started. The complete removal of USA markings shall be performed within two (2) working days after completion of the excavation, backfill and surface restoration. Additional site inspections and permit charges may be incurred until markings are removed and site cleaned. Permit deposits and securities may be forfeited for failure to clean the right-of-way and markings.
30. **Cost of Work:** Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the right-of-way pursuant to this permit shall be borne by the Permittee, and Permittee hereby waives all claims for indemnification or contribution from the Town for such work.
31. **Warranty:** All improvements, construction, reconstruction, repairs and other work performed within the Town's right-of-way shall be warranted to be free from defects for a minimum period of one (1) year after the Town's final inspection and acceptance. Permittee shall undertake necessary corrective work and repairs within ten (10) working days of receipt of Town's notice of defective work and shall complete repairs and corrective work diligently.
32. **Hazardous Materials:** Permittee, at its sole cost and expense. shall be responsible for proper containment, handling, and disposal of any hazardous material found and/or released by Permittee's operation, even if due to unforeseen conditions.
33. **Trenching Footage:** Maximum length of trench shall be limited to 200 feet. Up to 500 feet of lane closure to set up traffic control devices will be allowed. Additional trenching will be allowed only after the previous trench area is properly backfilled and paved.
34. **Trench Plates:** All trench plates proposed to be in place longer than 24 hours shall be reviewed and approved prior to placement. Trench plates shall be tack-welded to prevent movement and shall be recessed to match the existing roadway surface, as required by the Inspector. If rain is forecast, plates shall have non-skid surface.
35. **Additional Requirements:**
 - a. No storage of equipment or construction material shall be permitted on Town streets.
 - b. If the subject project conflicts with other Town work in the area, the Town's contractor shall have the right to the site in case of a conflict.
 - c. Effective dust and sediment control measures approved by the Town Engineer shall be used 24 hours a day. Streets shall be swept clear of dirt and debris at the end of each working day.