

TOWN OF CANANDAIGUA  
HIGHWAY WORK PERMIT

Permit No. \_\_\_\_\_

RESPONSIBLE PARTY: NAME AND ADDRESS:

\_\_\_\_\_

CONTRACTOR: (if different from Responsible Party)  
NAME AND ADDRESS:

\_\_\_\_\_

WORK PROPOSED: (attach Design-Build Plans)

\_\_\_\_\_

\_\_\_\_\_

LOCATION: (include nearest intersecting highway)

\_\_\_\_\_

COMMENCEMENT DATE\*: \_\_\_\_\_

\*HIGHWAY DEPARTMENT REQUIRES 48 HOUR ADVANCE NOTICE BEFORE WORK BEGINS

COMPLETION DATE\*: \_\_\_\_\_

\*HIGHWAY DEPARTMENT REQUIRES 48 HOUR ADVANCE NOTICE FOR PERMIT CLOSE-  
OUT INSPECTIONS

RESPONSIBLE PARTY (signature) \_\_\_\_\_  
Printed name:

TELEPHONE:  
E-MAIL:

Approved: \_\_\_\_ Denied: \_\_\_\_ \_\_\_\_\_  
Town Highway Superintendent Date

SPECIAL CONDITIONS AND RESTRICTIONS

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\_\_\_\_\_

\_\_\_\_\_

## GENERAL TERMS, CONDITIONS AND REQUIREMENTS

1. INSURANCE REQUIREMENTS:

RESPONSIBLE PARTY MUST NAME THE TOWN OF CANANDAIGUA AS AN ADDITIONAL INSURED ON A GENERAL LIABILITY POLICY WITH MINIMUM LIMITS OF \$2 million PER occurrence/\$3 million aggregate Workers Compensation Insurance – Proof of coverage required.

2. The work is subject to inspection by the Town from time to time. The Responsible Party and/or Contractor is under the affirmative duty to immediately notify the Highway Department of any damage to existing improvements.

3. The Town Highway Superintendent reserves the right to suspend and/or revoke this permit at any time and demand the removal of any work and the restoration of the town highway to its original condition.

4. This permit is not assignable and expires automatically if the work is not completed by the Completion Date.

5. The Responsible Party and/or the Contractor irrevocably agrees to indemnify the Town of Canandaigua, and hold it harmless, from any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees and/or loss arising directly or indirectly out of the acts or omissions hereunder by the Responsible Party and/or its Contractor.

6. The Permit is granted under the express requirement that the work upon completion will not impair the rights of the traveling public nor impair the functionality of the town highway. The Responsible Party and/or the Contractor agrees to a continuing duty and obligation, at its cost, to remediate conditions that are deemed to impair the rights of the traveling public and/or the functionality of the town highway.

7. During the execution of the work, the Responsible Party and/or the Contractor are required to maintain the flow of traffic according to NYS DOT Manual of Uniform Traffic Control Devices requirements.

8. The Responsible Party is responsible to locate all underground utilities and providing any and all notices required by each utility purveyor. This permit DOES NOT confer any right to impair and/or interfere with existing utilities.

9. As-built drawings are required for all water infrastructure improvements. All other improvements require the installation of tracer wires.

10. This permit DOES NOT confer any rights to maintain surface improvements.

## RESTORATION STANDARDS

11. The work area shall be restored to the original condition following completion of the work. All damaged elements must be repaired.
12. Any traffic control signs must be replaced in the EXACT location(s) of removal.
13. Backfill must consist of a crusher run type of limestone thoroughly compacted in one (1) foot lifts.
14. Pavement edges shall be cut back to form a straight uniform edge and bearing shall be provided not less than six (6) inches perpendicular to the trench on undisturbed subgrade. Loose or torn pavement shall be removed. The joints at existing pavement edges shall receive a coating of bituminous material before paving.
15. Asphalt surfaces shall consist of an asphalt concrete binder with an asphalt concrete top conforming to NYSDOT Spec. 401-2 plant mix pavement, Type 3 binder course and Type 6 top course. Required thickness shall match the original or remaining pavement; but in no case shall be less than three (3) inches compacted thickness of asphalt concrete binder and one (1) inch compacted thickness of asphalt top.
16. Only choice or select materials may be used in areas which may affect the public, such as the area between the pavement edge and bottom of the ditch line. These materials must be compacted in one (1) foot lifts to insure against settlement and graded to original conditions.
17. The Responsible Party and/or Contractor shall be responsible for all costs, expenses, attorneys. Fees, engineering fees, and/or similar expenses incurred by the Town arising from the Town's administration of this permit and/or enforcement of any rights enjoyed by the Town.