



# City of Bowling Green / Right-of-Way Work Permit



Melanie Shy - Public Works Technician - Hours 7:30am-4:30pm

Office: (270) 393-4169 Cell: (270) 991-4253 Fax: (270) 901-3135



**The City as issuer of this permit retains the right to revoke this permit at any time.**

Contractors Name \_\_\_\_\_ Contractors Address \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Contact Phone Number \_\_\_\_\_  
 City \_\_\_\_\_ State      KY      Zip \_\_\_\_\_  
 Type of Cut / Work                      Street Cut    x                      Curb Cut                           Sidewalk Cut       
 Right-of-Way / Other \_\_\_\_\_

Work Location \_\_\_\_\_ Purpose of Work \_\_\_\_\_  
**All temporary repairs shall be completed within 48 hours of the completion of the utility repairs.**  
 Square Footage \_\_\_\_\_ Sq. Ft. = Length x Width

Construction Dimensions      X      **The permittee shall notify the Public Works Technician/Inspector twenty-four (24) hours in advance of work (e.g. excavation, backfill, etc.)**  
 Commencement Date      /      /     

Computation of the Cash Bond \$      Bond Amount = \$5.00 x Sq. Ft. ( \$250.00 Minimum Bond )  
**Payment of Bonds and Fees is not authorization to begin work.**

Permit Fee = ( \$75.00 Non Refundable )

Only Governmental Agencies and their agents are exempt from the application fees and posting of bonds subcontractors working on behalf of Governmental Agencies must pay fees and post bond when filing.

**Any change in the design or proposed purpose or use of the project invalidates the permit.**

Public Works Technician/Inspector Approval \_\_\_\_\_ Date      /      /     

Additional Conditions \_\_\_\_\_

City Engineer or their Appointee \_\_\_\_\_ Date      /      /     

Additional Conditions \_\_\_\_\_

The applicant agrees to comply with all federal, state and local laws, rules and regulations relating to street cuts, including, but not limited to proper signage, barricades, lighting and similar safety measures. The applicant agrees to hold the City of Bowling Green, its officials, officers, agents and employees harmless from any and all claims for damages, including its reasonable attorneys fees, as a result of any action that may be filed as a result of damages arising from the issuance of this permit or from work done in a City right-of-way pursuant to this permit. The applicant agrees to carry liability insurance in an amount and from a carrier satisfactory to the City and such insurance shall name the City as an additional insured.

**All documents must be submitted prior to permit approval, see the back for further details and restrictions.**

**Contractor is responsible for notifying emergency services prior to any road closures/detours. Contractor is also responsible for contacting KY 811 for a B.U.D. locate.**

**Certificate of Insurance is required.**

See Section 9 of the Manual of Purchasing, Policies and Procedures for Insurance Specifications and Guidelines.

Work must begin within 60 days of the applicants signature date, otherwise the permit is considered invalid and must be resubmitted.

Permit Number \_\_\_\_\_

Applicants Signature \_\_\_\_\_

Date \_\_\_\_\_

**Permits are non transferable from the original applicant.**

For Official use Only

Permit # \_\_\_\_\_

Segment # \_\_\_\_\_

#184242 rev 1/19/17

**A Public Works employee must be present during the posting of the bond and fee payment.**

## **GENERAL SERVICE PROVIDER – GS1A**

### **STANDARD HOLD HARMLESS & INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FORM**

#### **I. STANDARD HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

To the extent caused by Service Provider's negligent acts, errors, or omissions, the Service Provider agrees to hold harmless and indemnify the City of Bowling Green, its elected and appointed officials and officers, employees and agents ("City") from all liability, claims, damages, losses and expenses, including court costs and attorneys' fees, arising out of or resulting, directly or indirectly, from the Service Provider's (or Service Provider's subcontractor's) performance or breach of the contract. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

#### **II. INSURANCE**

**The Service Provider shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and copies of policies or certificates thereof are submitted and approved by myCOI and the City of Bowling Green's Human Resources & Risk Management Department.** *The Service Provider shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Service Provider evidencing proof of coverage.*

Prior to commencing work, the Service Provider shall maintain continuous liability coverage written on an occurrence basis or, if a claims made basis, with an extended coverage provision (ERP) option of not less than three years. Coverage will be provided through insurance companies licensed to do business in the State of Kentucky with a Best Rating of A- or better.

Without limiting Service Provider indemnification requirements, it is agreed that Service Provider shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractor, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the City of Bowling Green. The City of Bowling Green may require Service Provider to supply proof of subcontractor's insurance via Certificate of Insurance, or at City of Bowling Green's option, actual copies of policies.

**The insurance to be procured and maintained and the minimum Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:**

- 1. COMMERCIAL GENERAL LIABILITY – Including contractual liability, bodily injury and property damage combined at a minimum of \$1,000,000** for each occurrence; personal and advertising injury of \$1,000,000 any one person or organization and **\$1,000,000 in the aggregate.**
- 2. AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits and **EMPLOYERS' LIABILITY** - \$1,000,000 each accident, \$1,000,000 each employee and \$1,000,000 policy limit.

**Commercial General Liability & Auto Liability policies shall be endorsed to contain the following provisions:**

- a) "The City of Bowling Green, its elected and appointed officials, employees, agents and successors and volunteers are named "Additional Insured". The coverage shall contain no special limitations on the scope of protection afforded to the "City" and may not include terms which make the coverage excess to other insurance on which the "City" may also qualify as an additional insured.
- b) The insurance coverage for the Service Provider entering into a contract shall be on a primary and non-contributory basis for liability arising out of activities performed by or on behalf of the Service Provider entering into this contract for service including the insured's general supervision of the premises owned, occupied or used by the Service Provider entering into this contract and ongoing operations as well as completed operations and work performed by Service Provider. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, agents and successors and volunteers shall be excess of the Service Provider's insurance coverage.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, employees, agents and successors and volunteers.

**All Coverage**

- a) Each insurance policy carrier shall endeavor to provide written notice if the policy is suspended, voided, canceled, non-renewed, reduced in coverage or in limits. Lessee is required to provide 15 day advance written notice to the Lessor if the policy is to be suspended, voided, canceled, non-renewed, reduced in coverage or in limits.
- b) Any deductibles or self-insured retentions must be declared to and approved by the City.
- c) Certificates of Insurance (COI) as required above shall be furnished to:

**myCOI**

**(The attached information sheet provides details on how to register & submit your COI)**

**So that myCOI may contact you with registration information, please provide the following:**

**Company Name:** \_\_\_\_\_

**First and Last Name of Contact Person:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City Employee Contact:** \_\_\_\_\_

**Miscellaneous**

Approval of the insurance by the City of Bowling Green shall not in any way relieve or decrease the liability of the Service Provider hereunder. It is expressly understood that the City of Bowling Green does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Service Provider. The City shall not be obligated to review such insurance certificates, policies and endorsements, or to advise Service Provider of any deficiencies in such documents, and such receipt shall not relieve the Service Provider from or be deemed a waiver of the City's right to insist on strict fulfillment of Service Provider's obligations herein.

**Bid Bond, Performance Bond and Labor and Materials Bond**

Depending upon the project, a Bid Bond, Performance Bond and Labor and Materials Bond may be required. If necessary, the City's Legal Department and/or Purchasing Agent shall provide all applicable language in a separate agreement that is to be signed by the Service Provider.

**OSHA/EPA Regulatory Compliance**

The Service Provider entering into a contract agrees to comply with all applicable Federal and State OSHA/EPA laws, rules and regulations. The Service Provider entering into the contract shall have a safety policy based upon applicable regulatory standards, a copy of which may be obtained by the City Safety/Training Manager.

**Authorized Service Provider Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Service Provider to be an officer or official of the City of Bowling Green. By executing this agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.*