

TOWN OF MATTAPOISETT

Highway Department



5 MENDELL ROAD, MATTAPOISETT,
MA 02739

HIGHWAY SURVEYOR 508-758-4181 • FAX 508-758-3030

PUBLIC PROPERTY ROAD WORK

Pursuant to the Town of Mattapoisett General Laws - Article 8

Contractor		520 CMR Competent Person	
Company Name: _____		Name: _____	
Street Address: _____		Phone: _____ Mobile Phone: _____	
City/Town: _____ State: _____ Zip: _____		MA HE License # ¹ : _____	
Phone: _____ Fax: _____		Restriction Code: _____ Expiration Date: _____	
Property Owner		Location of Work & Dig Safe	
Owner's Name: <u>TOWN OF MATTAPOISETT</u>		Street Name: _____	
Street Address: <u>16 MAIN STREET</u>		House Number: _____ Parcel ID: _____	
City/Town: <u>MATTAPOISETT</u> State: <u>MA</u> Zip: <u>02739</u>		Dig Safe #: _____	
Phone: <u>(508) 758-4100</u> Fax: <u>(508) 758-3030</u>		Start Date: _____ End Date: _____	
Insurance			
Insurance Certificate # ^{1,2} : _____		Insurance Agency Phone: _____	
Policy Expiration Date: _____		Account Manager's Name: _____	
Work Description			
Describe the exact location of work and its purpose (including what utilities will be installed in the trench.) _____			

- 1 Copies of the Competent Person's Massachusetts Hoist Engineering License and the Contractor's Certificate of Liability Insurance must be submitted with this application.
2 All Certificate of Insurance shall specify the Town as an additional named insured.

By signing this form, the contractor, owner, and excavator all acknowledge and certify that they are familiar with all the laws and regulations applicable to work proposed, including OSHA regulations, G.L. c. 82A, 520 CMR 14.00, and any applicable municipal ordinances, by-laws and regulations (see attached Standard Conditions and Special Provisions) and they agree that all work done under the permit issued for such work, will comply with the conditions set forth herein.

The undersigned contractor, owner, and excavator agree to jointly and severally to reimburse the municipality for any and all costs and expenses incurred by the municipality in connection with this permit and the work conducted thereunder, including but not limited to enforcing the conditions of this permit, inspections made to assure the compliance therewith, and measures taken by the municipality to protect the public where the applicant, owner, or excavator has failed to comply therewith including police details and other remedial measures deemed necessary by the municipality.

The undersigned contractor, owner, and excavator agree to jointly and severally to defend, indemnify, and hold harmless the municipality and all of its agents and employees from any and all liability, causes or action, costs, and expenses resulting from and arising out of any injury, death, loss, or damage to any person or property during the work conducted under this permit.

The undersigned owner authorizes the applicant to undertake such work on the property of the owner, and also, for the duration of construction, authorizes persons duly appointed by the municipality to enter upon the property to monitor and inspect the work for conformity with the Standard Conditions and Special Provisions attached hereto and the laws and regulations governing such work.

Please refer to Standard Conditions and Special Provisions attached

Contractor Signature: _____ Date: _____

Excavator Signature: _____ Date: _____

TOWN USE ONLY	
Permit Fee: _____	Date Payment Received: _____
Permit Number: _____	<input type="checkbox"/> Account Balance <input type="checkbox"/> Check #: _____
Highway Surveyor Recommendation: _____	
Board of Selectmen Approved: _____	Approval Date: _____

PUBLIC PROPERTY ROAD WORK
PROPOSED WORK DETAIL SKETCH

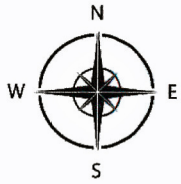
Permit Number: _____

Date: _____

Contractor: _____ Telephone: _____

Location: _____

NOTE: For Town of Mattapoisett GIS Maps go to: [HTTPS://WWW.MAPSONLINE.NET/MATTAPOISETTMA/INDEX.HTML](https://www.mapsonline.net/mattapoisettma/index.html)



Town of Mattapoisett Highway Department Road Opening Permit

Standard Conditions

1. The Contractor assumes all risk associated with any environmental condition within the subject property and shall be solely responsible for all costs associated with evaluating, assessing, and remediating, in accordance with all applicable laws, any environmental contamination (1) discovered during the Contractor's work or activities under this Permit to the extent such evaluation, assessment or remediation is required for the contractor's work, or (2) resulting from the Contractor's work or activities under this Permit. The Contractor shall notify the Town Manager and the Highway Surveyor of any such assessment and remediation activities.
2. The Contractor is hereby solely responsible for obtaining and maintaining any and all environmental compliance permits required by local, state, and federal laws and regulations when regular or emergency work is proposed within, or in close proximity to, any wetland resource area as defined in the Wetlands Protection act 310 CMR 10.00.
3. Prior to any trench excavation, the Contractor shall obtain a Trench Permit pursuant to M.G.L. c.82A -1 and 520 CMR 14.00.
4. All work done under this Permit shall be in conformance with the Massachusetts Highway Department "Standard Specifications for Highways and Bridges" dated 1988, as amended and the "Supplemental Specifications to the Standard Specifications for Highways and Bridges" dated July 1, 2015. All construction shall conform to the October 2017 edition of the Massachusetts Department of Transportation, Highway Division "Construction Standard Details (English Edition)" and the latest Manual on Uniform Traffic Control Devices with Massachusetts Amendments.
5. The Contractor shall provide safe and ready means of access and egress to all public and private roads and drives 24 hours per day. Every effort must be made as not to interfere with or inconvenience all abutters throughout the duration of this project.
6. The Contractor shall provide all required signs and traffic warning devices as deemed necessary by the Police Department. All components of the Traffic Management Plan shall be in accordance with the current Massachusetts Manual on Uniform Traffic Control Devices. The number and location of all signs and devices shall be as deemed necessary by the Police Department for the safe and efficient performance of the work and the safety of the travelling public.
7. All warning devices shall be subject to removal, replacement, and/or repositioning by the Contractor as often as deemed necessary by the Police Department.
8. The Contractor must contact the "Dig Safe" Center at 811 to obtain a "Dig Safe" number prior to starting the proposed excavation for the purpose of identifying the location of underground utilities.

9. The Contractor shall be responsible for the maintenance and repair of this portion of the roadway to the satisfaction of the Highway Surveyor and shall perform routine inspections for deficiencies such as settling, heaving, cracks, etc. This responsibility shall remain in effect until such time as the Highway Surveyor accepts the completion of the work.

10. If it becomes necessary, the Highway Surveyor may assign a third party inspector on any project and the inspector will be paid for under a reimbursable account by the Contractor.

Construction materials tests and/or compacted tests may be ordered by the Highway Surveyor to ensure compliance with the conditions of this Permit. Independent testing shall be performed by Massachusetts Certified Materials Testing Laboratory and all costs for any testing shall be the responsibility of the Contractor.

11. No pavement shall be installed between December 1st and April 1st of any year without prior written approval from the Highway Surveyor.
12. No work shall be performed on this project on Saturdays, Sundays, and Holidays, without prior written approval from the Board of Selectmen.
13. No equipment, trucks, etc., shall occupy any part of the travelled way except between the hours of 7:00 a.m. and 5:00 p.m., Monday – Friday. In no case will operations exceed the specified hours. This includes the placement of traffic control devices, equipment, or anything that restricts the flow of traffic through the construction zone. All other work, off the pavement on this project is restricted to a normal 8-hour day, Monday – Friday. Any change in work hours will require prior written approval by the Highway Surveyor.
14. A Performance Bond or Surety, in an amount determined by the Highway Surveyor shall be posted by the Contractor and held by the Town Treasurer until such time as the Highway Surveyor accepts the completion of the work. No work is to commence until the Town Treasurer has certified that the Performance Bond has been established.
15. Upon final completion of the work to the satisfaction of the Highway Surveyor, the balance of the Performance Bond less any administrative fees shall be returned to the Contractor.
16. A Police Officer must be in attendance at all times. Costs for Police details shall be the responsibility of the Contractor.
17. The Contractor shall provide written notification to the Highway Department, Water and Sewer Departments, Police and Fire Departments no less than 24 hours prior to commencement of the work.
18. When the existing pavement is to be disturbed, it shall be cut in neat, true lines by mechanical means along the length of the trench. The trench shall then be excavated, and the utility placed, and backfilled with gravel or other suitable material throughout, to a compacted depth three (3) inches below the existing surface. The sub grade gravel below the asphalt binder shall be no less than 12-inches in thickness and shall be MassDOT Gravel Borrow M1.03.0 Type C – 2-inch maximum stone size.

19. The trench will then be patched temporarily with a minimum three (3) inch depth of Type I-1 Hot Mix Asphalt (HMA), placed in one course.
20. Permanent patching will not begin for 90 days or until the Highway Surveyor has determined that the final compaction and settlement of the trench area has taken place. The temporary patch shall be excavated to a depth of 4 inches below the existing surface. The asphalt shall be cutback a minimum of 12 -inches beyond the vertical excavation limits of the trench to provide a firm foundation of undisturbed ground for the permanent patch.
21. All abutting vertical edges of the existing pavement shall then be coated with Bitumen for Tack Coat RS-1 Emulsion immediately prior to the placement of the permanent Hot Mix Asphalt (HMA) patch.
22. The permanent Hot Mix Asphalt (HMA) patch shall consist of 4 inches of Hot Mix Asphalt or match the existing pavement thickness, whichever is larger. The 4 inches must consist of 2 inches of Hot Mix Asphalt Binder Course and 2 inches of Hot Mix Asphalt Modified Top Course.
23. The infra-red method must be performed in conjunction with the permanent patch to create a smooth driving surface consistent with the existing roadway. Trench joints may also be sawcut and grouted in lieu of infra-red treatment at the discretion of the Highway Surveyor.
24. All disturbed traffic pavement markings shall be replaced in kind.
25. All disturbed areas within the Public Right of Way must be restored to a condition equal to or better than its condition prior to the disturbance to the satisfaction of the Highway Surveyor.
26. All debris and litter remaining from the proposed construction shall be removed by the Contractor and the area left clean daily. Any residual materials not designated to be reused on the site such as vertical curbing, cobblestones, castings, etc. shall be delivered to the Highway Department facility at 5 Mendall Road. Any material deemed unsuitable by the Highway Surveyor shall be removed and legally disposed by the Contractor.
27. If the integrity of any existing sidewalks, catch basins, manholes or any other underground structures or equipment is compromised, the Contractor will reconstruct and/or replace all items according to the requirements of the respective public utility providers and the Highway Department at the sole cost of the Contractor.
28. The Contractor must not disturb or remove any Town/County bounds associated with this project. If so disturbed or missing, the bound(s) must be reset/replaced by a Registered Land Surveyor.
29. Where existing structures are encountered the Highway Surveyor must be notified. Any structures damaged by the Contractor's operations shall be repaired, restored, or replaced to the satisfaction of the respective public utility providers and the Highway Surveyor.

Special Provisions
(Reserved for Highway Department Use)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.