

**TOWN OF TRUMBULL  
CONNECTICUT**



**Encroachment Permit Specifications and General Conditions**

**Revised and effective September 2, 2014**

**I. Application for Encroachment/Street Permit :**

- 1) Contractor must obtain a valid Street Excavating License in accordance with Trumbull Code, Article V, Street Excavation,
- 2) Encroachment/Street Permit Application shall be submitted in accordance with Trumbull Code, Article V. Street Excavation.
- 3) Encroachment/Street Permit for Non-Emergency work shall be submitted 72 hours prior to the start of work.
- 4) Encroachment/Street Permit for Emergency work (i.e. utility break) shall be submitted by 10:00am the following business day. The contractor is required to call to the Department of Public Works immediately during regular business hours.
- 5) All work shall be in accordance with Trumbull Code, Article V, Street Excavations.

**II. Major and Minor Encroachment Permit**

A permit shall be separated into two categories: "Major" Encroachment/Street Opening Permit and "Minor" Encroachment/Street Opening Permit. "Major" Encroachment/Street Opening Permit is defined as construction activity running parallel with the roadway and disturbing a minimum of fifty feet. A "Minor" Encroachment/Street Opening Permit is defined as construction activity involving utility installation running parallel or perpendicular to the roadway disturbing a distance less than fifty feet.

### III. General:

- 1) All signs must conform to MUTCD Manual as to size and color.
- 2) Trench size shall be to a minimum practical working size width, length and depth to limit the adverse impact on roadways or rights-of-way. All trench excavation procedures shall be in accordance with all local, state and any other regulatory agencies that apply.
- 3) At no time shall such opening or excavation or the work done in connection therewith completely obstruct vehicular traffic along such street except when a properly posted suitable detour is provided. All detour information shall be detailed as part of the Encroachment Permit application.
- 4) Trenches to be excavated in paved roadways or crossing sidewalks and curbs shall be saw-cut prior to excavating.
- 5) Place excavated material so as to cause the least possible inconveniences to the public and to ensure the safety of all.
- 6) All subgrade material used for backfill must be approved prior to placing. If material removed from the trench is found to be unacceptable to be reused to the town agent, acceptable subgrade material will required to be used. All suitable backfill material must be in accordance with M.02.06 Grading B of Form 816, State of Connecticut, Standard Specifications.
- 7) Place subgrade backfill material in 12" lifts compact with a mechanical compactor and in a manner and to a degree acceptable to the town agent to prevent settlement and to restore the area to the original condition or better. Extend subgrade material to the level of 12" below bottom of the existing pavement.
- 8) Place a minimum of 12" base layer of processed aggregate in 6" compacted lifts. Material shall be in accordance with M.05 Processed Aggregate Base of Form 816, State of Connecticut, Standard Specifications. Road inspector can require random testing to verify sieve analysis. Testing shall conducted by the contractor and the contractor's expense.
- 9) No tunneling shall be done in any roadway of any street, highway or public way except by consent of and under the direction of the town's agent. So far as possible all gutters or drains shall be kept clear and free of materials so as not to prevent or retard the flow of water therein, and all work shall be performed in a thorough and workmanlike manner
- 10) Any person making such opening or excavation shall erect and maintain a strong and adequate railing, fence or barrier around any such opening or excavation and shall keep at and over such opening or excavation a sufficient number of bright red or yellow lights to mark the same and to warn pedestrians and vehicles of its existence, which warning lights shall be kept burning from sunset to sunrise until such work is completed

- 11) If it becomes necessary to remove or relocate any existing signs, fixtures or utilities, the contractor must first obtain the permission of the owner.
- 12) The holder of the permit assumes all responsibility connected with the work. The presence of a representative of the Town of Trumbull does not relieve him of their responsibility either for the quality or nature of said work, or accidents to persons or property resulting therefrom.
- 13) All survey monuments shall be replaced.
- 14) Permit is subject to revocation at any time by the issuing Authority or in the event of the failure by the applicant to comply with any of the terms of this permit.
- 15) Contractor must submit sketch depicting proposed work. All existing features including existing utilities shall be depicted on the sketch.
- 16) Any other requirements deemed necessary by the Town as part of specific application shall be addressed by the applicant at any portion of the project.
- 17) All proposed utilities running parallel with existing Town owned utilities shall be a minimum 3 feet away from the edge of the existing utility.
- 18) All proposed utilities crossing an existing Town owned utility shall have a minimum separation distance of 12 inches.
- 19) Any proposed utilities with crushed stone as a bedding material shall have filter fabric over the top of the stone.

#### **IV. Restoration-General:**

All roads and Town rights-of way shall be restored to their original condition or better; including sidewalks, driveway, curbs or other such improvements or structures. Any temporary patch or permanent pavement is the responsibility of the Contractor to maintain.

- 1) Applicant must maintain the permanent patch until the roadway is completely re-paved, but minimum 2 years. If a patch failed after the 2 year bonding period and the Contractor fails to repair the patch, an Encroachment/Street Opening License will not be renewed for the Contractor until the patch is repaired.
- 2) If the temporary patch or permanent pavement fails, as determined by the town agent, the Contractor shall be allowed reasonable time thereafter (not to exceed 24-hours) to repair the pavement.
- 3) In the event the Contractor does not repair the pavement within said timeframe, the Director of Public Works shall have the option to cause such repairs to be made. The Contractor shall reimburse the Town for any and all expenses incurred by the repair or replacement of the failed patch or permanent pavement.
- 4) The Contractor shall not be granted a Street Excavation License and/or Encroachment Permit unless and until all failed pavement conditions related

to his work are remedied, all expenses incurred by the Town to repair or replace and said pavement repairs are reimbursed to the Town.

- 5) If proposed construction will have an impact on private property or City property, which is maintained by the local residents, the Contractor shall prepare an existing survey of all existing features on the properties, prepare a restoration plan and submit both with a descriptive letter to all affected property owners prior to the Town's issuance of a permit. The letter must indicate that the property owner shall notify both the applicant and Town if there are any concerns. The letter must allow residents 14 days to respond prior to the Town issuance of the Encroachment/Street Permit.

#### **V. Temporary patches**

- 1) A 4" hot temporary asphalt patch (2 lifts) will be placed daily over the excavated area or as approved by the Town.
- 2) A 6 month minimum temporary patch is allowed on all roads. It is the contractor's responsibility to ensure that the patch is fully compacted prior to placing the permanent patch.
- 3) It is the responsibility of licensed contractor to inspect and make repairs to the temporary patch from time to time as necessary or when notified by the town agent. If repairs are not made within 24 hours the town agent may have the highway department repair the patch or contract the repairs to be made. All expenses shall be collected from the licensee surety bond.

#### **VI. Permanent Pavement**

- 1) For Minor Encroachment Permits, final restoration shall be parallel/perpendicular to the center line of road. No diagonal patches are allowed. Saw-cut shall be one square or one rectangular shape (4 sides), cut backs shall be minimum 18" larger than trench on any and all sides to ensure one square or one rectangular shape. Or to a size determined appropriate to the Town Agent.
- 2) For Major Encroachment Permits, Contractor must hire an inspector under the supervision of a Professional Engineer, certified in the State of Connecticut to inspect the construction activity on a full time basis and must provide a certification letter to the Town of Trumbull indicating that, "All work associated with the Encroachment/Street Opening Permit was constructed in accordance with the Encroachment/Street Opening Permit Specifications and General Conditions".

- 3) For Major Encroachment Permits, If a roadway was paved within the previous 5 years of the Encroachment Permit application submission, restoration work shall include paving the roadway curb to curb.
- 4) For Major Encroachment Permits, If a roadway was not paved within the previous 5 years, restoration work must include paving the work area from curb to the centerline of the roadway or include the complete lane if working on a multilane road.
- 5) Install hot asphalt with 18 inch cut back as temporary asphalt. Thickness shall match existing thickness of road.
- 6) The Department of Public Works must be notified at least twenty-four hours prior to placing final patches. Once the final patch is installed and inspected, the Contractor must notify the Department of Public Works, in writing to receive proper credit for final repair.
- 7) Shape of final restoration patch shall be submitted as part of the Encroachment Permit application.
- 8) At minimum, place base coat of 2" Class 1; apply emulsion to clean inside edges only.
- 9) At minimum, finish pavement shall be 2" Class 2 and seal new pavement to old pavement with emulsion
- 10) Asphalt thickness as part of final restoration shall match the thickness of the existing road or the minimum of 4" whichever is greater.

## **VII. Insurance**

All applicants except such public utility companies as are self-insurers shall also furnish to the first selectman certificates of insurance naming the town as an assured when so required by the first selectman, indicating that the applicant has in force during the time work shall be performed under such permit and for two years thereafter liability and property damage insurance in the minimum following amounts:

### **Commercial General Liability Insurance:**

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$50,000 each occurrence
Medical expense	\$5,000 Any one person
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/Op Agg	\$2,000,000

**Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos)**

Bodily Injury and Property Damage Liability

Combined Single Limit                      \$1,000,000 each accident

**Workers Compensation and Employers' Liability**

E.L. Each Accident                              \$100,000

E.L. Disease – EA Employee                  \$100,000

E.L. Disease – Policy Limit                    \$500,000

Includes interest of Town of Trumbull and its employees, Agents and officers named as additional insured as their interest may appear. The Town of Trumbull shall be the certificate holder.

Or as required by the Director of Public Works or designee. Refer to the sample insurance policy.

INDEMNITY. To the fullest extent of the law, contractor agrees to defend, indemnify, and hold the Town of Trumbull harmless and, if requested by the Town of Trumbull, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney's fees and litigation expenses, for or on account of injury to or death of persons, including contractor's employees, subcontractor or their employees, or damage to or destruction of property, or any bond obtained for same, but only to the extent that the injury or damage is caused by the contractor's negligence or by the negligence of those acting on behalf of the contractor. Contractor's indemnification and defense obligation hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

**VIII. Special Conditions (Permit Number: \_\_\_\_\_)**

(To be filled out by the Street Opening Inspector)

- 1)
- 2)
- 3)
- 4)
- 5)
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