

Town of Conway, NH

Construction Permit

Adopted by the Board of Selectmen, November 26, 1996

Applicability:

This document is meant to guarantee the quality of work performed by contractors, developers, utilities or others doing work on town properties or town roads. Municipal or Governmental entities such as water precincts or the State Department of Transportation are exempt from this permit. This work includes, but is not limited to such activities as curbing cuts, installing driveways or drainage, providing sewer or water hookups, installing phone, power or cable television, building roads, trenching or paving.

Purpose/intent:

This permit was developed to assure the quality of the work and the adherence to the adopted standards and specifications.

Surety:

All work shall require either a continuing surety bond or a deposit on hand. In either case the amount of funding shall be equal to the cost of the work or one thousand dollars (\$1,000) whichever is greater. The surety will be returned upon completion of the project provided that the work and materials conform to the standards and specifications as determined by the Town or its agent. Any disputes over methods, materials or failure to perform work in the presence of an inspector will require a portion of the surety to be retained for one year from completion of the work as warranty. This warranty amount will be either 2% of the surety or \$500, whichever is greater. The applicant agrees to allow the Town to use the surety/warranty to finish/repair the work should the applicant fail to do so. The applicant also agrees to assume any additional costs that the Town may incur to maintain, finish or repair the work as necessary.

Fines:

Failure to obtain a permit prior to construction shall carry a fine of \$1,000.

Notification:

The Town will require 48 hours notice in order to schedule inspection personnel and mark infrastructure. It is the applicants responsibility to contact Dig Safe, Inc., and have the area marked prior to the start of construction. It shall be the responsibility of the applicant/ contractors to schedule the inspector after an interruption of work. Exceptions may be made for emergency repairs.

Inspections:

The cost of inspection, including materials testing, shall be paid by the applicant. Testing will be as deemed necessary by the Town or it's agent. Inspection and testing fees are listed on attachment 1.

Plans, Standards & Specifications:

All work shall conform to the approved plans and standards. The Town's Road Standards are Article X, Chapter 131 of the Conway Codes. The New Hampshire Standard Specifications for Road and Bridge Construction shall govern when the Town Road Standards are silent. In addition, the following procedures shall be used:

When the pavement is to be excavated, it shall be neatly and uniformly cut with square edges by machine. Should the pavement edge become undermined due to collapse of the trench walls, then the pavement shall be recut two feet back from the undisturbed soil. To prevent differential frost heaving all suitable materials below sub-grade must be saved and used for backfill. The backfill must be thoroughly compacted in accordance with the specifications in lifts not exceeding 12". The base material shall be 1 1/2" crushed gravel conforming to NHDOT 304.3 at 6" to 12" deep. Prior to the placement of the final patch, the pavement shall be saw cut with a two foot overlap on undisturbed ground. The pavement patch shall consist of a 2" base course and a 1" wearing course in accordance with the standards.

In other areas, the existing surface shall be restored by placing similar material to a depth equal to that of the existing material prior to excavation. Any existing grass shall be loamed, graded and revegetated. Any asphalt or concrete sidewalks shall have a surface of equal depth, kind and quality placed.

Additionally, the work shall conform to instructions issued by the Town engineer or authorized representative.

Construction Season/Weather:

Work will generally not be permitted during winter months. All work must be complete prior to the pavement plant shutdown in the Fall and shall not commence until the plants are operational in the spring. In addition, work may be suspended at other times due to such weather conditions as freezing temperatures, ground frost, snow, sleet, freezing rain, rain, fog or other acts of God. Exceptions may be made for emergency repairs.

Traffic/Access:

Traffic must be maintained at all times. Traffic shall be protected by suitable barricades and standard warning signs in accordance with the MUTCD. Flaggers will be used whenever two way traffic cannot be maintained. All signs shall be kept in good repair at all times. Suitable unrestricted ingress and egress to abutting properties must be maintained at all times.

Liability:

The applicant and its contractor agree to assume all liability associated with the construction. This liability is extended, but not limited to motorists, pedestrians, utility companies or abutters. The applicant or contractor agree to maintain a minimum of one million dollars of liability insurance. Proof of liability insurance must be submitted to the Town prior to the start of construction. The applicant and the contractor further agree to hold harmless the Town of Conway from any and all claims arising from this construction.

Time:

This permit will expire on _____.

Any work remaining unfinished after the above expiration date shall be completed by the Town of Conway at the Applicant/Contractor's expense.

Additional Requirements:

Agreement:

I/we agree with the conditions and provisions set forth in this permit:

Applicant:

Company Name: _____

Address & Phone #: _____

Signature: _____ Date: _____

Contractor:

Company Name: _____

Address & Phone #: _____

Signature: _____ Date: _____

Permit # _____ is issued by _____

Town's Agent

for the following project:

(Description of work)

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