



# Town of Smithfield

## Department of Public Works

64 Farnum Pike  
Smithfield, RI 02917

### ROAD OPENING PERMIT APPLICATION

#### OFFICIAL USE ONLY

DATE SUBMITTED: \_\_\_\_\_  APPROVED  DENIED BY: \_\_\_\_\_  
FEE: **\$300.00**  CASH  CHECK NO. \_\_\_\_\_  WAIVED  
BOND AMOUNT: \$ \_\_\_\_\_ (\$5/SF)  CHECK NO. \_\_\_\_\_  CERT. #: \_\_\_\_\_ EXPIRES: \_\_\_\_\_  
TEMP. PATCH DATE: \_\_\_\_\_ PERM. PATCH DATE: \_\_\_\_\_

#### SECTION 1: LOCATION OF WORK

ADDRESS: \_\_\_\_\_ PLAT: \_\_\_\_\_ LOT: \_\_\_\_\_  
PROP. OWNER: \_\_\_\_\_ POLE NO: \_\_\_\_\_  
UTILITY CO.: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PHONE: \_\_\_\_\_

#### SECTION 2: CONTRACTOR INFORMATION

COMPANY NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PRIMARY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_  
COMPANY ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

#### SECTION 3: TYPE OF WORK (CHECK ALL THAT APPLY)

- WATER SERVICE INSTALLATION OR REPAIR  SIDEWALK REMOVAL/INSTALLATION  
 SEWER SERVICE INSTALLATION OR REPAIR  TREE/BRUSH CLEARING WITHIN R.O.W.  
 GAS SERVICE INSTALLATION OR REPAIR  NEW INGRESS/EGRESS ACCESS TO TOWN ROAD  
 OTHER: \_\_\_\_\_ (FEE WAIVED)

#### SECTION 4: REQUIRED DOCUMENTATION

- DIG SAFE NO: \_\_\_\_\_ VALID THROUGH: \_\_\_\_\_  
 PLAN OR SKETCH OF PROPOSED WORK WITHIN THE R.O.W. (*Attach to Application*)  
 CONTRACTOR LIC. NO.: \_\_\_\_\_ (*Must be issued by State of Rhode Island*)  
 PROOF OF LIABILITY INSURANCE (*Attach copy to Application*)  
 BOND CERTIFICATE IF APPLICABLE\* (*Attach copy to Application*)

**\*NOTE: UTILITY COMPANIES OR THEIR AUTHORIZED CONTRACTOR MAY FILE A SINGLE BOND TO COVER ALL WORK FOR EACH CALENDAR YEAR**

#### SECTION 5: AGREEMENT

I hereby certify that the information provided above is true and correct to the best of my knowledge and agree that I have a continued obligation to advise the Smithfield Public Works Department if there is a change in any of the information provided in this application.

Signature

Print

Date

**TOWN OF SMITHFIELD**

**SPECIFICATIONS for Road Opening Permit in the Town of Smithfield**

1. The applicant hereby certifies that he will indemnify and hold harmless the Town of Smithfield from any and all loss, damage and expense it may sustain or be required to pay by reason of the work herein permitted, or by reason of any act or negligence on the part of the holder of this permit or his/her employees or agents, relating to such work, or by reason of any violation of any specification herein.
2. The holder of this permit shall place and maintain throughout construction, advance construction signage to protect motorists and pedestrians from injury in accordance with the MUTCD or at the direction of the DPW Director;
3. All excavations shall be backfilled to existing grade at the end of each work day. Steel plating an open trench within the right of way is not permitted, without explicit authorization by the Director.
4. The holder of this permit shall not disturb or interfere with any existing utilities - pipes, wires, or drains, nor injure or damage any tree, shrub, growth, or part thereof, and shall not alter grading which adversely affects existing drainage patterns within the public right of way without explicit authorization by the Director.
5. The holder of this permit shall use this permit for no other purpose than that stated; shall place nor store any material so as to interfere with flowage to catch basins, drainage ways, storm drains, sanitary sewers or removal of covers of the same, nor to interfere with any hydrant, pole, post or structure belonging to the Town of Smithfield or any public service corporation, and shall protect such hydrants, poles, posts or structures from injury or defacement. Material storage within the public right of way is NOT permitted beyond the end of each work day.
6. The holder of this permit shall clean and remove any refuse or rubbish when so directed in the immediate vicinity of his work; shall do the necessary dust control measures and shall immediately back-fill any excavation upon the direction of the Director of Public Works of the Town of Smithfield whose orders shall be final and conclusive.
7. The holder of this permit shall remove and dispose of all unacceptable material from excavation and replace with an approved process gravel. All backfill material shall be approved by the Director of Public Works of the Town of Smithfield and placed in compacted lifts not to exceed six (6) inches.
8. The holder of this permit shall install a two (2) inch temporarily asphalt patch at the end of each workday. After a period of not less than ninety (90) days the temporary patch shall be removed and the edge of the asphalt on the excavation shall be evenly **saw-cut** back six (6) inches on each side to form a bridge effect. The top of the excavation shall be finished with at least one (1) foot of compacted processed gravel (1½ inch minus) and at least two and one half (2½) inches of bituminous base and one and one half (1½) inches of bituminous surface course I-1. The final patch shall be smooth and flush with existing asphalt.
9. Subsequent maintenance to the work area, if necessary, as determined by the Director of Public Works, to correct defects occurring within one (1) year after the completion of the work done under this permit, shall be ordered by the Director of Public Works and paid for by the user of this permit; and the surface of all streets disturbed shall be restored to the satisfaction of the Director of Public Works of the Town of Smithfield and payment thereof shall be made by the user of the permit.
10. Cash bonds will be retained for a minimum of ninety (90) days or until the final patch has been accepted. Surety Bonds must be in effect for a minimum of one (1) year from the date of permit issuance.

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Contractor/Applicant Signature

Print Name

Date

*By signing the above the Contractor/Applicant accepts responsibility for the work and acknowledges the requirements set forth by the Town and agrees to comply with these requirements. Failure to comply will result in forfeit of posted bond and may include further legal action by the Town.*

**Smithfield Department of Public Works**  
**Street Opening Permit Pavement Restoration Procedures**

Construction Scope of Work - The contractor shall provide a detailed scope of work outlining the proposed staging area, notification of work to neighbors and residents, anticipated noise and dust control, if required, equipment and staffing levels throughout the project. The contractor shall provide three names of contacts that are available to respond 24 hours a day to address concerns that may arise on the construction site.

Construction Schedule - A detailed construction schedule shall be submitted, as part of this Permit and shall be tracked and modified, as the project progresses, subject to the approval of the Department.

Traffic Control - The contractor shall, unless otherwise agreed upon, maintain a safe and passable lane during working hours and two-way traffic at all other times. The travel surface at end of each work day shall be graded to a smooth, safe and passible condition.

Temporary traffic controls, including signage, warning lights and barricades shall be the responsibility of CONTRACTOR to provide and shall conform to MUTCD standards.

Flaggers and/or police details will be the responsibility of the Permittee.

Trench Maintenance - The contractor shall be responsible for securing and maintaining the utility trench and construction site at all times throughout the construction. The contractor shall utilize best practice methods of compaction to minimize settlement of the utility trench. The contractor shall install a temporary trench patch, as required by the Department, to maintain a safe passable road surface.

Trench Pavement Restoration - Once the utility installation has been completed, the contractor shall excavate the temporary trench, install gravel subbase, binder and wearing surface to the existing thickness of pavement, or 2" of binder and 2" of wearing surface minimum. The trench shall be maintained by the contractor for one winter season, once construction is completed.

Road Restoration - Upon the passing of one winter season, the Permittee shall cold plane 1-1/2" of pavement and install 1-1/2" of bituminous concrete pavement to the specification of the Department of Public Works.

Depending on the extent of the projects road surface disturbance, this could be at a minimum one half the width of the roadway for the length of the excavation or if multiple cross trenches or road crossings are involved, full width of the road for the length of the excavation.

Prior to the permit being issued, the pavement restoration limits will be agreed upon and made a condition of the permit issuance.

Insurance and Performance Bond - Insurance and bonding shall be submitted as part of the Street Opening Permit and shall represent 100% of the cost of the project.

# UTILITY LICENSE AGREEMENT

The Town of Smithfield, a Rhode Island Municipal Corporation, in consideration of the mutual covenants herein contained, grants to:

\_\_\_\_\_

their successors and assigns (hereinafter called the Licensee), the right to connect into the Town's \_\_\_\_\_ system and license to locate, relocate, maintain, repair and replace a subsurface \_\_\_\_\_ distribution/collection line, and all necessary and proper conduits, supports, manholes, valves, and other fixtures deemed necessary therefore, along, upon, under, across and over a public way(s) in the Town of Smithfield for a distance of \_\_\_\_\_ feet for an \_\_\_\_\_ inch \_\_\_\_\_ line from the \_\_\_\_\_ at \_\_\_\_\_,

as shown on a plan entitled:

\_\_\_\_\_

Which is on file with the Department of Public Works.

It is also agreed that such line or lines and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Licensee, their successors and assigns, as their interest may appear; for the Town shall not repair, replace or maintain the said lines until completion of construction and acceptance by the Town.

Upon written acceptance by the Town of the new utility line, all right, title and interest the Licensee may have in the improvements is transferred to the Town. This acceptance of the utility line is specific, and is separate and apart from the acceptance of the trench maintenance, trench pavement restoration and final road restoration requirements that are addressed later in this Agreement

No party other than the Licensee herein or their successors or assigns will be permitted to connect into the said line(s) without prior authorization from the Town of Smithfield Department Public Works. Such authorization shall be processed in accordance with the rules and regulations of the Department of Public Works.

All installations, equipment and fixtures shall be in accordance with the standards, rules and regulations of the Department of Public Works. The Department of Public Works shall be supplied with an as-built plan showing the exact location of the lines prior to the acceptance of the \_\_\_\_\_ line.

Upon written request of the Director of Public Works, prior to acceptance of the Licensee's work by the Town of Smithfield, the Licensee or their successors or assigns shall be responsible for the any movement of their lines, related equipment and fixtures at their own expense.

List under Grantor: Town of Smithfield, RI  
List under Grantee:

It is agreed, that no Utility License Agreement shall be issued and no construction can commence, until this Utility License Agreement has been recorded by the Licensee in the Land Evidence Records of the Town of Smithfield. In addition, a certified copy shall be filed with the Smithfield Department of Public Works.

### Construction Scope of Work

The Licensee's contractor shall provide, as part of this Agreement, a detailed scope of work outlining the proposed staging area, notification of work to neighbors and residents, anticipated noise and dust control, if required, equipment and staffing levels throughout the project. The contractor shall provide three names of contacts that are available to respond 24 hours a day to address concerns that may arise on the construction site.

### Construction Schedule

A detailed construction schedule shall be submitted, as part of this Agreement and shall be tracked and modified, as the project progresses, subject to the approval of the Department.

### Traffic Control

The Licensee's contractor shall, unless otherwise agreed upon, maintain a safe and passable lane during working hours and two-way traffic at all other times. The travel surface at end of each work day shall be graded to a smooth, safe and passible condition.

Temporary traffic controls, including signage, warning lights and barricades shall be the responsibility of CONTRACTOR to provide and shall conform to MUTCD standards or as directed by OWNER.

Flaggers and/or police details will be the responsibility of the Licensee, if warranted but must be requested by the Licensee at least 48 hours in advance.

### Trench Maintenance

The Licensee's contractor shall be responsible for securing and maintaining the utility trench and construction site at all times throughout the construction. The contractor shall utilize best practice methods of compaction to minimize settlement of the utility trench. The contractor shall install a temporary trench patch, as required by the Department, to maintain a safe passable road surface.

### Trench Pavement Restoration

Once the utility installation has been completed, the contractor shall excavate the temporary trench, install gravel subbase, binder and wearing surface to the existing thickness of pavement, or 2" of binder and 2" of wearing surface minimum. The trench shall be maintained by the contractor for one winter season once construction is completed.

Road Restoration

Upon the passing of one winter season, if settlement has not occurred, the Licensee shall cold plane 1-1/2" of pavement and install 1-1/2" of bituminous concrete wearing surface for one half the width of roadway.

As an alternate and with the approval of the Director of Public Works, the Licensee can provide the cost for the cold planing and overlay, per the public contracts in place, to the Town, to be placed in a separate account. The cold planing and pavement would be completed by the Department as part of their pavement restoration program drawing on these funds. Payment for said alternate to be submitted to the Town prior to acceptance of the utility installation.

Insurance and Performance Bond

Insurance and bonding shall be submitted as part of this Agreement and shall represent 100% of the cost of the project.

Witness our hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

We, the undersigned, agreed to be bound by and comply with the terms and conditions of this Utility License Agreement.

Name	Address
_____	_____
	_____
	_____

Then personally appeared the above named and acknowledged the foregoing to be their free act and deed, before me,

Notary Public'

Printed name:

Commission.