



Public Works Department
1813 Reliance Pkwy
Bedford, TX 76021
Phone 817-952-2200 Fax 817-952-2240

Public Rights-Of-Way Construction Permit

Date Received: _____ By: _____

1) **Provider Classification** _____ Bore _____ Excavation _____ Underground Utilities

Fill out either:

a) Franchised or Licensed Company: _____

or

b) Certificated Telecommunications Provider: _____

c) Contact Person: _____

2) **Applicants Name: (or agent or contractor of #1)**

Company Name: _____

Applicants Name: _____

Phone #: _____ 24 Hour Emergency #: _____

Address: _____

City: _____ State: _____ Zip: _____

3) **Project Location**

a) Block location and general description of work in the Public Rights-of-Way
(Include linear feet of facilities in the Rights-of-Way, if applicable):

b) Will your work involve removing and/or excavating: (If yes, please check the one that applies)

Pavement _____ curb and gutter _____ sidewalk _____

If yes, give detailed location: _____

NOTE: CALL STEVE HINES FOR A FINAL INSPECTION WHEN WORK IS COMPLETE. 817-952-2247

c) Will your work involve blocking the Public Rights-of-Way? Yes: _____ No: _____

If yes, give street address and nearest street intersection: _____

d) Anticipated work duration:

i) Start Date: _____

ii) Finish Date: _____

4) Requirements:

- Two (2) Copies of construction plans and two (2) maps (at least 11 x 14) to be submitted with application.
- Surrounding underground services have been located.
- Proof of insurance is attached or on file.
- The Contractor shall contact the Permit Office at least 48 hours in advance of the start of the project unless authorized by the City as per Section 6: N of Ordinance 2530.
- This permit will become null and void if construction has not begun within 90 days.
- Above ground route/location markers are not permitted, except as required by law.
- Minimum 36 inch cover from top of conduit to gutter flow line required for bore.

Applicant shall indemnify and forever hold the City harmless against each and every claim, demand or cause of action that may be made or come against it by reason of or in any way arising out of the closing, blocking, excavating, cutting, tunneling, or other work by the applicant under permit from the City if such permit is granted, unless otherwise provided in law.

Signed: _____ Print: _____ Date: _____
 Authorized Agent of Provider

NOTE: Emergency Work: Permit to be taken out the next business day.

Approved By: _____ Date _____
 City of Bedford

Approved By: _____ Date _____

Exhibit A PROOF OF INSURANCE AND BONDS

1. An applicant shall obtain and maintain insurance in the following amounts with a company authorized to do business in the state of Texas acceptable to the City:

TYPE OF INSURANCE	LIMIT (IN MILLIONS)	
General Liability (including Contractual Liability written on an occurrence basis)	General Aggregate	2 M
	Product/Comp./Op. Agg.	2 M
	Personal & Adv. Injury	1 M
	Each Occurrence	1 M
Automobile Liability; including any auto, hired autos and non-owned autos	Combined Single Limit	1 M
Excess Liability, Umbrella Form	Each Occurrence	2 M
	Aggregate	2 M
Worker's Compensation and Employer's Liability	Each Accident	.5 M
	Disease-Policy Limit	.5 M
	Disease-Each Employee	.5 M

2. The City reserves the right to review the insurance requirements during the effective period of any franchise or municipal consent agreement, and to reasonably adjust insurance coverage and limits when the City Manager determines that changes in statutory law, court decisions, or the claims history of the industry or the provider require adjustment of the coverage. For purposes of this section, the City will accept certificates of self-insurance issued by the State of Texas or letters written by the applicant in those instances where the State does not issue such letters, which provide the same coverage required herein. However, for the City to accept such letters, the applicant must demonstrate by written information that it has adequate financial resources to be a self-insured entity as reasonable determined by the City, based on financial information requested by and furnished to the City.
3. Each policy must include a cancellation provision in which the insurance company is required to notify the City in writing, not fewer than thirty (30) days before canceling, failing to renew, or reducing policy limits. Each policy shall provide that notice of claims shall be provided to the City Manager by certified mail.
4. The applicant shall file the required original certificate of insurance prior to any commencement of work. The certificate shall state the policy number; name of insurance company; name and address of the agent or authorized representative of the insurance company; name, address and telephone number of insured; policy expiration and specific coverage amounts. The certificate shall name the City and its officers, employees, board members and elected representatives as additional insured for all applicable coverage. The City may request the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions unless the policy provisions are established by law or regulation binding the City, the applicant or the underwriter. If the City requests a deletion, revision or modification, the applicant shall exercise reasonable efforts to pay for and to accomplish the change.

5. Applicant shall obtain and maintain, at its sole cost and expense, and file with the Community Development Department, a corporate surety bond in the amount of \$100,000 both to guarantee timely construction and faithful adherence to all requirements of this ordinance. The bond amount may be reduced to \$50,000 after a period of two (2) years provided applicant has complied with all terms and conditions herein. The bond shall contain the following endorsement: "It is hereby understood and agreed that this bond may not be cancelled by the surety nor any intention not to renew be exercised by the surety until thirty (30) days after receipt by the City of such written notice of such intent." The bond shall provide, but not be limited to, the following condition: There shall be recoverable by the City, jointly and severally from the principal and the surety, any and all damages, loss or costs suffered by the City resulting from the failure of the applicant to satisfactorily construct facilities and adherence to all the requirements of this ordinance. The rights reserved to the City with respect to the bond are in addition to all other rights of the City, whether reserved by this ordinance, or authorized by law; and no action, proceeding or exercise of right with respect to such bond shall affect any other rights the City may have.
6. The City Manager or his/her designee may waive or reduce the above requirements, taking into consideration both that the applicant has furnished the City with reasonable documentation to evidence adequate financial resources substantially greater than the insurance and bonding requirements, and has demonstrated in prior rights-of-way construction activity, prompt resolution of any claims and substantial compliance with all required applicable codes and ordinances.
7. The financial and insurance requirements may be met by applicants with a current franchise or license and applicants governed by Chapter 283 of the Texas Local Government Code if the current franchise, license or statutory indemnity adequately provides for insurance or bonds or provides an indemnity in favor of the City.