

**TOWN OF HARTFORD**  
**EXCAVATION PERMIT APPLICATION**

Fee \_\_\_\_\_ (made payable to the Town of Hartford)      Town Exc. Application #: \_\_\_\_\_

Diagram Attached: Yes \_\_\_\_\_ No \_\_\_\_\_      Date of Application: \_\_\_\_\_

The undersigned applies for permission to break or dig up the ground on: \_\_\_\_\_

\_\_\_\_\_ Street/ Road near \_\_\_\_\_ for  
the purpose of \_\_\_\_\_

on said Street/ Road, in accordance with the applicable conditions and provisions of the Hartford Transportation Ordinance Chapter 75, and subject to the further condition that the undersigned will indemnify and save harmless the Town of Hartford against and from all suits and actions of every name and description brought against it and all costs and damages to which said Town may be put on accord of, or by reason of, any injury to the person or property of another resulting from negligence or carelessness of the undersigned, or from the use of said street by the undersigned for the purpose as noted above, and subject to the further condition, that all refilling shall be carefully done in accordance with the attached specifications.

It is further understood, that, if during the next **two (2)** years any depressions shall occur, or the road shall be unduly washed on account of applicant breaking or digging up the ground on said street, the undersigned will compensate the Town for refilling or grading and indemnify and save the Town of Hartford harmless from all loss by suits or otherwise resulting from these causes including reasonable attorneys' fees.

The undersigned hereby furnishes a bond or escrow in the amount of \$ \_\_\_\_\_ to the Town for a period of twenty-four (24) months as security for the obligation of the undersigned hereunder to restore the highway in accordance with attached specifications. In event that the Town demands that the undersigned compensate the Town for refilling or grading and payment is not made, then Town shall have the right to obtain payment from the bond or escrow.

It is further agreed that the work will commence on \_\_\_\_\_ and to be completed on or before \_\_\_\_\_, 20 \_\_\_\_\_. Any changes in these dates require notification to and approval from the Department of Public Works (802-295-3622).

Prior to issuance of the permit, the applicant is required to discuss excavation plans and its effect on vehicle and pedestrian traffic. In cases of emergency excavations, the applicant may be allowed to waive this process by contacting the Public Works Department at (802-295-3622).

Federal and State law requires excavators to notify utility companies before excavating. Indicate **Dig Safe Authorization Number and effective Date:** \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Telephone Number \_\_\_\_\_

Company Name \_\_\_\_\_ Emergency Contact \_\_\_\_\_

Address \_\_\_\_\_ Map \_\_\_\_\_ Lot \_\_\_\_\_

**TOWN OF HARTFORD**  
**EXCAVATION –APPROVED PERMIT**

Map \_\_\_\_\_ Lot \_\_\_\_\_

Exc. Permit # \_\_\_\_\_

This permit certifies that \_\_\_\_\_ has permission to break or dig up the ground on \_\_\_\_\_ Street / Road near \_\_\_\_\_.

Work will commence on \_\_\_\_\_ and be completed on or before \_\_\_\_\_, 20\_\_\_\_. Any changes in these dates require notification to and approval from the Public Works Department.

Further the Town hereby receipts for a bond or escrow from:

\_\_\_\_\_

In the amount of \$ \_\_\_\_\_ as security for \_\_\_\_\_

\_\_\_\_\_ and obligations hereunder to restore the highway.

Conditions on approval (if any) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This permit is hereby accepted and its conditions agreed to:

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Public Works Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE: This permit expires December 31<sup>st</sup> of the year of issuance. Re-application is necessary if work not completed on commencement dates (as listed above).**

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**For Department of Public Works Use Only:**

Application Fee  
Received: \_\_\_\_\_

Bond Scheduled for  
Release: \_\_\_\_\_

**TOWN OF HARTFORD  
BOND FORM**

KNOW ALL MEN BY THESE PRESENTS: that

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(Name of Contractor)

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(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

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(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

**Town of Hartford  
171 Bridge Street, White River Junction, Vermont 05001**

Hereinafter called Town, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States, for payment of which sum well and  
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, an EXCAVATION PERMIT  
NO. \_\_\_\_\_ issued to the Principal by the Town, dated \_\_\_\_\_, 20\_\_ a copy of which is  
hereto attached and made a part hereof for the construction of: \_\_\_\_\_

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NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms and conditions of said EXCAVATION PERMIT, with or without  
notice to the Surety and during the two(2) year guaranty period, and if he shall satisfy all claims  
and demands incurred under such EXCAVATION PERMIT, and shall fully indemnify and save  
harmless the TOWN from all costs and damages which it may suffer by reason of failure to do  
so, and shall reimburse and repay the Town all outlay and expense which the Town may incur in  
making good any default, then this obligation shall be void: otherwise to remain in full force and  
effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees the WORK to be preformed thereunder and outlined in the Excavation Permit accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, alteration or addition to the terms of the Excavation Permit.

PROVIDED, FURTHER, that no final settlement between the TOWN and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts (number) each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

(Attorney-in-fact)

ATTEST

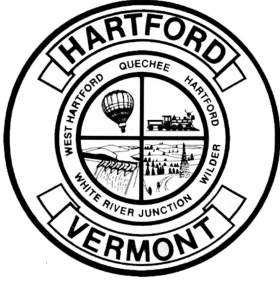
\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

Note: Date of BOND must not be prior to date of PERMIT.

If CONTRACTOR is Partnership, all partners should execute BOND.

Important: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the STATE where the Project is located.



TOWN OF HARTFORD, VERMONT  
PUBLIC WORKS DEPARTMENT

173 AIRPORT ROAD, WHITE RIVER JUNCTION, VERMONT 05001

TEL: 802-295-2580 \* FAX: 802-281-7051

e payable

**1. Application & Information**

- a. The application to be submitted to the Town of Hartford.
- b. Diagram of the proposed work.
- c. Bond amount will be determined by the Director of Public Works or his designee.
- d. Dig Safe Authorization Number and Effective Date is the responsibility of the contractor.
- e. Certificate of Insurance (minimum coverage requirements attached).
- f. Please sign both the *Application* page and the *Permit* Page.
- g. Applicant is responsible for presenting this application/permit package in its entirety and explaining scope of work to Department of Public Works, whom may require certain conditions be met (i.e.; emergency access to road, state certified flag person, etc.).
- h. Bonds are held for twenty-four months (2 years). Bonds will be released by the Town of Hartford only and should not automatically expire. The contractor may request reduction or release of bond/moneys at the end of 18 months.

**2. Trench Excavation Specifications**

- a. It is the contractor's responsibility to contact Public Works if there are any questions or if unclear about what is required. Refer to Town Of Hartford Department of Public Works specs.

**3. Permit Bond**

- a. This is an example Permit Bond. Insurance companies may use their own form. Please inform your insurance company that this is a 2-year bond and that it **shall not automatically expire at the end of its term. Authorization from the Town of Hartford Director of Public Works must be obtained before the bond is released.**
- b. An Irrevocable Letter of Credit is also acceptable in place of a bond.

**4. Return these Completed Forms to Public Works:**

- a. Permit Application
- b. Original Permit Bond
- c. Original Certificate of Insurance

NOTE: Work can not start until all paperwork is completed, turned in and permit is approved by the Town. This includes submission of an Authorized Dig Safe Number, Original Permit Bond and Certificate of Insurance.