

TERMS AND CONDITIONS

1. **Fee:** An application fee made payable to the City of Newton is required for the processing of this application. Fee is to be determined by permit.
2. **Bond:** The contractor is required to execute a bond to the City in the sum of not less than \$20,000 (to be specified after review of the plans); the bond will be for a period not less than one year, with good and sufficient sureties licensed to do business in Massachusetts and approved by the Mayor of the City. The bond must be executed, delivered to the City, and approved before work may proceed. The bond may not terminate within six (6) months following completion of the connection work.
3. **Insurance:** The contractor shall provide the City with a certificate for Public Liability and Contingent Liability insurance and Property Damage and Contingent Property Damage insurance which will protect the contractor and any sub-contractors performing work related to this installation against personal injury, including accidental death, and property damage which may arise from operations under this contract. Such operations include anyone directly or indirectly employed by the contractor or sub-contractor. The policy shall be for an amount not less than \$1,000,000.
4. **Dig Safe:** The contractor will contact Dig Safe at least 72 hours prior to excavating.
5. **State Highway:** If the work is on a state road, the contractor must get permission from the Mass DPW (District Four, Appleton St., Arlington, MA)
6. **Notice To Proceed:** No work may be started until the Commissioner of Public Works approved this License Agreement . The City Engineer must be notified 48 hours prior to the beginning of construction.
7. **Inspection:** The contractor agrees to perform all work according to the City of Newton Specification (on file with the City Engineer) and under the supervision and inspection of the City Engineer or his authorized representative. All work must be performed in accordance with Revised City Ordinance Section 29-61 and includes the following:
 - a. No pipe work may be buried before the inspection by the City Engineer
 - b. All actual connection work of the building sewer or drain line to the public sewer or drain line must be inspected by the City Engineer.
8. **Final Acceptance:** As a condition of Final Acceptance, the contractor will furnish the City "as-built" plans and tie information. The contractor must further guarantee the workmanship and materials against failure of any kind for a period of one (1) year from the date of Final Acceptance.
9. **Private Contract:** The work is done under a private agreement between the contractor and the property owner; the City is under no obligation to pay for the work.
10. **Conditions:** The contractor agrees, when the license is granted, that the contractor will indemnify and hold harmless the City from any damage or injuries or cost to which it may be put by reason of damages or injuries sustained by any person resulting from neglect or carelessness in making or repairing such as drain or sewer, or in not properly fencing or lighting any excavation or obstruction, or in performing any connected work.
11. When the work has been completed in its entirety I will make a formal written request to the Commissioner of Public Works indicating that I would like a final inspection of the work for the purpose of having the bond subsequently released.
12. Materials and workmanship are to be in strict accordance with all City of Newton standards,, specifications, details and directives (Booklet available), as well as the provisions set forth under applicable Sections 26-46 through 26-70 of the City of Newton Revised Ordinances (copies of which may be obtained at the office of the City Engineer).
13. I will cooperate with the Police Department and supply police detail (s) when necessary.
14. Any adjustments to existing castings, stone bounds or other components falling under the jurisdiction of the City of Newton are to be reset and or realigned as directed by the City Engineer.
15. I guarantee my workmanship and materials against failure of any kind for a period of one year.

NOTE: Nothing is to be buried until it has been inspected by the City Engineer OR DESIGNEE. I will give at least 48 hour notice prior to any installation and that any actual installation work is to be made under the supervision of the City Engineer/Designee. For marking water and sewer line locations please call 617-796-1640.

OVERTIME NOTICE: The Engineering Inspection hours are 7:00 A.M. to 3:00 P.M., Monday to Friday (excluding holidays). The City Engineer at his sole discretion may permit inspections outside of the regular inspection hours. The Applicant, Owner, and Contractor/Excavator shall pay to the City the overtime rate for any inspection from the City Engineer or his authorized representative conducted outside of the regular engineering inspection hours. For the purposes of this paragraph 7, the overtime rate is \$75.00 per hour. Overtime shall be calculated in (1) hour increments, rounding up to the next full hour.

The licensee, by the acceptance of this permit, agrees that he take it subject to the following agreements, terms and conditions namely: That he will conform to all the requirements of the Laws of the Commonwealth and the ordinances of the City now or hereafter in force, and to the specifications of this license; that this permit and license may be revoked at any time by the Commissioner of Public Works, that he will restore that portion of the street, sidewalk, berm, and curbing which is opened occupied, crossed by vehicles, obstructed under this permit to the condition satisfactory to the Commissioner and that he will keep such portion in such condition for two years after completions of the work; or at the option of the Commissioner of Public Works pay In advance to the City Treasurer the cost of restoration as estimated and determined by the Engineering Department of said City for the purpose of having the same restored by the City or by others employed by the City, protecting meanwhile the public by adequate lights and safeguards against injury until the work of restoration is undertaken by the City without liability for the restoration work after the same has been turned over to the City; that all excavations made and obstructions erected by the licensee shall be properly fenced during the whole time that the street is open or obstructed; that from the beginning of twilight and throughout the whole night and until sunrise, he will place and maintain over or near the place open, occupied or obstructed and over or near any dirt gravel or other material which he has placed upon the street, a light properly fixed and sufficient to protect travelers from injury; that he will place and maintain a safe and convenient way or ways for the use of foot travelers and a safe and convenient passage for public travel around or over such place; that he will deliver up his license to the Commissioner of Public Works at any time upon demand and on or before the expiration of the time fixed in this license or any extension thereof for completed the work; that he will indemnify and save harmless the City of Newton from any and all loss, damage and expense which it may sustain as a result of any vehicle crossing the street, sidewalk, berm a. curbing as authorized by this permit, or by reason of any act of omission or commission suffered or done by the licensee hereunder; and that before placing any obstruction in the street or before performing any work authorized by or in connection with this license, he will execute and deliver to the City of Newton, a bond in such amount and in such form and with such surety or sureties as may be required by the Commissioner of Public Works for the faithful performance and observance of the requirements, terms and conditions of this permit.