



Public Works Department  
 1301 12<sup>th</sup> Street, Suite 300  
 Altoona, PA 16601  
 (814) 949-2447

## RIGHT OF WAY OPENING PERMIT APPLICATION

Please fill out the information below. Once completed, print the form, sign it, and either email it to [socket@altoonapa.gov](mailto:socket@altoonapa.gov) or submit it to the Public Works Department at City Hall, 3rd floor.

### CONTACT INFORMATION

APPLICANT NAME:		
STREET ADDRESS:		
CITY:	STATE:	ZIP:
PHONE (OFFICE/HOME):	MOBILE PHONE:	
EMAIL:		

### WORK SITE INFORMATION

LOCATION OF RIGHT OF WAY TO BE OPENED:		
WORK DESCRIPTION:		
DATE(S):	FROM:        /        /	TO:            /        /

1. Applicant shall include the following with the right of way opening permit application:
  - a. A sketch and/or plans showing the location of the proposed right of way opening, including but not limited to all pertinent dimensional information.
  - b. The applicant shall include the applicable fee with this application as prescribed in the City of Altoona’s Fee Resolution as updated from time to time via resolution by Altoona City Council.
  - c. Applicant will be required to fill out a Street Closure Permit Application if any right of way is to be closed at any time during construction.
  - d. The Contractor will provide a Certificate of Liability Insurance as part of this permit naming the City of Altoona, its elected and appointed officials, agents and employees as additional insured on its general liability policy in the amounts as set forth in the City’s specifications for bid documents attached hereto as Attachment “A”.
2. The Pennsylvania One Call System must be contacted prior to the start of any and all excavation. Pennsylvania One Call may be contacted online at <https://www.pa1call.org/>, or called at 811 or 1-800-242-1776.
3. Traffic control must be in place and enforced at all times. Traffic control shall be as per the Manual on Uniform Traffic Control Devices (MUTCD) as well as PennDOT Publications 212 and 213. These manuals and publications shall be as per the latest amendments and revisions.
4. Erosion and Sedimentation Controls will be required. It is the Contractor’s responsibility to use the approved Best Management Practices (BMPs) for all erosion and sedimentation controls. No sludge and/or waster will be permitted to enter into any storm water system.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

# ATTACHMENT "A"

## INSURANCE

The Contractor must carry all City and State required insurance and bonds, included but not limited to the following:

- Workmen's Compensation and Employer's Liability – The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all employed at the site of the project. The Contractor shall require any subcontractor to provide the same coverage. A Certificate must be supplied to the City of Altoona from the insurance carrier showing coverage.
- Public Liability, Personal Injury, and Property Damage – Public Liability shall be in an amount of \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by any one person in any one accident and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Property damage shall be in an amount of \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
- Explosion, Collapse, and Underground, if applicable, shall be covered with insurance in limits as required under Public Liability, Personal Injury, and Property Damage for each occurrence.
- Railroad Protective Liability and Property Damage – When the contract includes work on or under railroad rights-of-way or properties the Contractor shall secure and maintain Railroad Protective Liability and Property Damage insurance. The amount of insurance, term of policy and name or names of the insured shall be in accordance with current railroad requirements.
- Independent Contractors Liability Coverage – Public Liability shall be in an amount not less than \$1,000,000 for injuries including accidental death to any person, or in an amount not less than \$1,000,000 on account of each occurrence. Property damage insurance shall not be less than \$1,000,000.
- Blasting Coverage – Blasting will not be permitted.
- Completed Operations Liability, if applicable, shall be in an amount of not less than \$500,000
- Fire and Extended Coverage Insurances – The Contractor, at his own expense, shall carry insurance upon the insurable value of the work done pursuant to the contract. Such policies shall provide protection against loss or damage as a result of fire, lightening, or perils covered by an extended coverage endorsement. Policies insuring work done pursuant to the Contract shall be written in the name and for the benefit of the Contractor and the City of Altoona, as their respective interests may appear.
- Automobile and Truck Public Liability, Bodily Injury, and Property Damage shall be in an amount of \$1,000,000 (Public Liability), \$1,000,000 (Personal Injury), and \$1,000,000 (Property Damage).
- City of Altoona's Liability – The Contractor shall take out and maintain during the life of this contract, such public liability and property damage insurance as shall protect the City of Altoona and its authorized representative, from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations connected with or caused by any operation or matter related to this contract. The amounts of such insurance shall be in accordance with the limits established under Public Liability, Personal Injury, and Property Damage.
- Umbrella Excess Liability Insurance – The Contractor shall provide a minimum limit of liability of \$2,000,000 per occurrence which shall be in excess over the primary limits of insurance required in this section.

Certificates of such insurances shall be furnished to the City of Altoona. No insurance shall be cancelled or materially altered, except after thirty (30) days written notice has been received by the City of Altoona.

All policies of insurances or certificates thereof referred to herein shall be deposited with the City of Altoona. The insurance provided for herein shall be made payable to the City of Altoona and the City of Altoona shall have the sole right to receive the proceeds thereof and, subject to the written consent of the party or parties in interest to adjust, collect and receipt for claims thereunder. The City of Altoona and its designated representative shall be named as insured's or additional insured's on all policies of insurance.