

SAMPLE LETTER OF AUTHORIZATION – RIGHT OF WAY ACTIVITIES PERMITS

Instructions

This form is to be filled out and uploaded for NHDOT Right of Way Activities applications in the following cases:

1. If the Applicant is neither the Contractor or Owner, both signatures are required below.
2. If the Applicant is also the Contractor, only the Owner's signature is required below.
3. If the Applicant is also the Owner, only the Contractor's signature is required below.
4. If the Applicant is both the Contractor and Owner, this form does not need to be used.

The following format is to be used by an applicant to provide acknowledgement of the requirements imposed on Contractors and Owners by the NHDOT. At a minimum, letters of authorization must provide the same information as what is on this sample. **Do not** include the above information on your actual letter.



Project Description: _____

Location: _____

Date: _____

Contractor Authorization

I, _____, a representative of _____, hereby authorize _____, to represent and submit an application for a NHDOT Right of Way Activities Permit and to list myself as the Contractor of this proposed work.

I also agree to the NHDOT's requirements, as outlined on the following page.

Contractor's Signature

Owner Authorization

I, _____, a representative of _____, hereby authorize _____, to represent and submit an application for a NHDOT Right of Way Activities Permit and to list myself as the Owner of the utility post construction.

I also agree to the NHDOT's requirements, as outlined on the following page.

Owner's Signature

Contractor and Owner Requirements

1. The Contractor shall be responsible for the acquisition of all other applicable permits and compliance with all local, state, or federal rules, ordinances, and regulations.
2. The Contractor shall be solely responsible for the handling, transport and disposal of any surplus material generated by their project and shall comply with all federal, state, and local laws, ordinances, and rules in doing so.
3. The Contractor shall be responsible for the construction and maintenance of all necessary sediment and erosion control facilities required to protect storm water runoff.
4. The Contractor shall reimburse the State of New Hampshire fully for the services of a third-party inspector(s) when assigned to this project to ensure compliance with the terms of this permit. Additionally, reimbursement may be required for State inspection services, administrative overhead, and/or for work required by DOT forces or its agents, that can be associated to this project.
5. The Contractor shall save harmless the State of New Hampshire, its agents, and employees, from any and all claims arising from the permitting, construction, traffic control, trench settlement, pavement damage or other deficiencies attributable to the said construction for a period of two (2) years following acceptance of the project by NHDOT.
6. The Contractor may be required to plow, salt, and/or sand any portion of the State highway that becomes encumbered due to the Contractor's operations. NHDOT snow removal and maintenance operations shall not be impeded.
7. The Owner shall assume such additional cost as the State may incur due to the maintenance, operation, renewal, or extension of said facility or appurtenances thereto within the highway limits.
8. The Owner shall perform required alterations, relocations or removal of said facility promptly and at their own expense upon notification by the State.
9. The Owner shall understand and agree that this permit is for the right of construction, operation, and future maintenance, which doesn't require excavation, of the said facility. Occupancy is by sufferance only, with the State reserving the right to require, in event of future alterations of the highway or highway ROW, certain alterations, relocations or complete removal of said facility.
10. The Contractor and Owner shall assume responsibility and all costs to investigate, handle, transport, and/or treat any hazardous or contaminated material generated or discovered as a result of this work, or to reimburse the State of New Hampshire or its designated agents for the cost of any action that directly or indirectly creates the need to investigate, handle, transport or treat any hazardous or contaminated material as a result of this encroachment.
11. The Contractor and Owner shall agree that the approved work shall not have or create any illicit or unauthorized drainage connections to the NHDOT Storm water drainage system. An illicit discharge is any direct or indirect discharge to the NHDOT drainage system that is not composed entirely of storm water. Illicit discharges include, without limitation, sewage, process wastewater, or wash water and any connections from floor drains, sinks, or toilets.
12. The Contractor and Owner shall assume such additional cost as the State may incur by reason of failure to perform this work in the manner prescribed above and in accordance with said plans and specifications, and are familiar with the penalty imposed by Chapter 236, and amendments thereto.
13. The Contractor and/or Owner shall, upon request after project completion, submit as-built plans to the NHDOT.