

PUBLIC RIGHT-OF-WAY ENCROACHMENT PERMIT

APPLICATION AND AGREEMENT



RIVERTON CITY ENGINEERING DIVISION
12526 South 4150 West, Riverton, Utah 84096
(801) 208-3162 ROWPERMITS@RIVERTONCITY.COM

Application Date:		Job ID #:	Permit #:
Applicant Name/Title:			Date Issued:
Company Name:			Date Expired:
Address:			Cost of Permit:
City, State, Zip:			Check #:
Fax:	Work:		Receipt #:
Cell:	Email:		RIVERTON USE ONLY

Contractor (contact name and company):

License #: _____ **EXP Date:** _____

Address:

City, State, Zip:

Fax: _____ **Work:** _____

Cell: _____ **Email:** _____

Subcontractor(s) Performing Work:
(include additional pages with contact information)

Requested Construction Dates:

Nature of Work:
 Telephone Electrical CATV Gas Water Storm Drain Wastewater Secondary Water
 Other (specify): _____

Estimated Size of Road Cut		RIVERTON USE ONLY	Purpose and Location:
<i>Pavement Type</i>	<input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete		
<i>Length (feet)</i>			
<i>Width (feet)</i>			
<i>Depth (feet)</i>			

Acceptance by Permit Applicant:

A Permit is required for encroachment into any City right-of-way, City easement, or City utility system, including but not limited to construction, maintenance, and obstructions to vehicle and pedestrian traffic. I acknowledge that I have had the opportunity to review a sample Permit and applicable attachments at the City Engineer's office. My execution of the activities allowed by this Permit is conclusive evidence that I have accepted all provisions, limitations, restrictions, and attachments of this Permit and Agreement. I understand and agree to all penalties for failing to comply with this Permit and Agreement.

Name _____ Title _____ Date _____

RIVERTON USE ONLY

ADDITIONAL LIMITATIONS:

AGREEMENT

A. Standards/Location of Work - The above indicated applicant is hereby granted subject to Title 11, Chapter 3 of the City's Municipal code, the City's Policies and Design Criteria Manuals, Riverton City Engineering Standards and Specifications, the APWA 2012 Standard Specifications and Plans, State Occupational Safety and Health Laws, Manual on Uniform Traffic Control Devices (MUTCD), Instructions to Flaggers, the approved plans, and any special limitations set herein, permission for the purpose of work within City right-of-way in the following locations. Prior to work being performed in the City's right-of-way, the Permittee will make proper provisions for protecting the public's safety and property. This Permit is a binding agreement between the Permittee and the City and shall be only for the location listed on this Permit.

B. Permit Fee – Riverton City Encroachment Permit Fee schedule shall apply. Permit fees may be waived for minor residential curb cutting and curb and sidewalk replacement or similar level encroachments as determined by the Permits Officer.

C. Permit Period/Extensions - This Permit is valid for 45 days from the date of issuance, or according to the schedule approved with the application. All street excavations and cuts shall be completed as specified. The City may grant an extension of time with a written request from the Permittee to the Engineering Division. Such a request must be submitted at least 5 business days prior to the expiration date of the Permit. This Permit does not allow work on Saturday, Sunday, or holidays unless specifically approved by the Permit or by the terms of an executed contract with the City.

D. Beginning and Ending of Work - The work permitted herewith shall be diligently prosecuted until completion. The work shall be completed and all disturbed surface or objects restored as specified herein. In the event work is commenced under this Permit and the Permittee fails or refuses to complete the work, Riverton City, at its own discretion, may backfill or otherwise correct any existing deficiencies at the expense of, and immediate payment by, the Permittee.

E. Performance Bond and Insurance - The Permittee shall provide to the City a performance bond, letter of credit, cash bond, or bank held cash escrow to guarantee complete restoration of any damage to rights of way, easements, utility system encroachments or other property held by the City (hereinafter referred to as the "Performance Guarantee"). The amount of the Performance Guarantee shall be equal to 100% of the amount of the replacement cost or \$10,000.00, whichever is greater, and shall be held by the City for a period of one year after completion of work to guarantee satisfactory performance. For minor residential encroachments outside of the asphalt 100% of the construction amount will be sufficient with the minimum being \$1000.00. The bond shall be in the name of the Permittee. The Bond may be Accepted in one of three ways: License and Permit Bond, Cash Bond, or Bank Letter of Credit. The Permittee shall provide to the City copies of workers compensation insurance and liability insurance that names the City, its elected officials, appointed officials, employees, volunteers, and agents as additionally insured. Liability Insurance shall provide coverage of not less than One Million Dollars for each occurrence, and Two Million Dollars in the aggregate. The Permittee shall be responsible for any liability to third persons for injury to their person or to their property arising from the Permittee's performance of work on any City right of way or property. The Permittee agrees to indemnify the City against all claims, demands, costs, damages, attorney fees or other expenses of any kind by such neglect.

NOTE: The above underlined verbiage must be in your Liability Insurance under Special Items [*Performance bonds may be waived by the Permits Manager for minor residential curb cutting and curb and sidewalk replacement or similar level encroachments when the Permit Applicant is the fronting resident or owner. The resident or owners, home owners insurance may cover the accident liability for this work if acknowledged by the agent in writing. The warranty and all other stipulations remain in effect by the signing of this agreement*].

F. Notice of Work to Begin and Pre-Construction Meeting – The Permittee shall provide the City with at least 2 business days advance notice prior to commencement of work. The Permittee and his contractor(s) must attend a Pre-Construction Meeting at the work location at least 24 hours prior to commencing work. The Permittee shall provide the City with at least 24 hours advance notice of the desired time for the Pre-Construction Meeting by calling 801-208-3147. If the Permit includes road closures or detours, the Permittee shall provide 3 business days advance notice to all affected public entities, including but not limited to emergency services, Jordan School District, USPS, UDOT, UTA, etc.

G. Inspections – The Permittee shall provide the City with advance notice of Inspections. Inspections must be called in by 4:30pm the day prior to inspection by calling 801-208-3147. Inspections are required for all work performed in City right-of-way. Inspections on weekends and holidays shall require a fee of \$250 for a half day (4.5 hours), plus \$61 per additional hour after 4.5 hours.

H. Restoration of Right-of-Way - This Permit is issued with the understanding that the Permittee will restore the right-of-way to its original or better condition. Such restoration shall take place within the pre-approved progress schedule and if not applied for must comply with the City minimum: Restoration is required 2 days from commencement of the Work. Excavations shall be attended at all times, or otherwise secured by temporarily burying and plating before leaving the site (plating is NOT permitted when snow is forecasted). Temporary asphalt may be installed to comply with the 2-day requirement, but not allowed to remain after the Permit expiration. If the Permittee fails to meet this obligation within the time indicated herein, the City may make all the necessary restorations at the Permittee's expense.

I. Limits of Work Area – The Permittee shall not perform any work in City right-of-way beyond the areas of operation stipulated in this Permit. This Permit does not grant access to private property.

J. Suspension of Work - If the Permittee fails to comply with City regulations, specifications or instructions pertinent to this Permit, the City Engineer or his authorized representative, may by verbal order, suspend the work until the violation is corrected. If the Permittee fails or refuses to promptly comply, the City Engineer or his authorized representative may issue a written order stopping all or part of the work. When satisfactory corrective action is taken, an order permitting resumption of work may be issued. Also, encroachment activities begun without scheduling may be issued a written order stopping all or any part of the work or issued a citation, as determined by the inspector.

K. On-Site Permit Requirements - A copy of this Permit and attachments shall be on the work site at all times and the City shall be granted access to these documents at all times.

L. Temporary Asphalt Patching - Asphalt patching to roads between October 15 and March 1 will be considered only temporary, and must be replaced according to APWA Standards after April 1 and before June 1.

M. Failure to Perform - Failure of the Permittee to follow the provisions of this Permit shall result in the revocation of this Permit by the City and loss of privileges to work within the City's rights-of-way.

N. Specifications and Submittal Requirements (*Typical; Backfill and surface restoration submittals must be dated within 90 days of permit application date*):

1. 8.5x11 or 11x17 scaled drawing showing requested work in right-of-way (photocopy of the areas of construction plan is acceptable).

2. Site-specific, work zone Traffic Control and Pedestrian Plan prepared by an ATSSA or AGC certified person. Plans must be scaled and dimensioned, including speed limit, taper length, device spacing in taper, sign spacing, traffic phasing, hours of construction, and days of work. Prepare TTC plans in accordance to MUTCD. Provide site-specific access plan when applicable.
3. Roadway Restoration and Materials per APWA 2072 Standard Plan 255, and:
 - a) Backfill, APWA 31 05 15 Cement Treated Fill
 - b) Crushed Aggregate Base, APWA 32 11 23. Proctor and sieve analysis required.
 - c) Asphalt: AC-20-DM ¾ or AC-20-DM ½ (Residential) APWA 32 12 05, 33 05 25; Marshall and mix design required.
 - d) Concrete, APWA 03 30 04, and Curing, 03 39 00. Mix design, course, and fine aggregate gradations, and cure required.
 - e) Quality Control, APWA 01 45 00. Testing provided by contractor through a certified testing agency.
4. ACI 305 & 306 extreme weather standards apply.
5. Land Disturbance Permit (LDP): Projects obligated to the General Construction Permit (GCP); UTR300000. Generally, these are projects disturbing more than 1acre (including onsite staging areas) or projects less than 1 acre that are part of a common plan of development. The LDP also applies to projects not obligated by the GCP but are determined by the City Engineer to be of significant impact and duration to pose a threat to water quality, City stormwater infrastructure and public right-of-way.

O. Moratorium Standard (*New, Reconstructed, and Overlaid Streets*): No cuts permitted for two (2) years from the time of construction/reconstruction/overlay.

P. Special Restoration Standard: This standard applies to new, reconstructed, overlaid, and slurried streets.

1. *New, Reconstructed, and Overlaid Streets (for 5 years after end of moratorium):* The asphalt surface shall be milled a minimum depth of two (2) inches, and fifteen (15) feet each way from the edge of the cut. Milling shall be done in widths equivalent to existing striped traffic lanes. The City Engineer reserves the right to require additional area and/or depth if deemed appropriate to restore roadway to original condition. Approved fabric is required when existing pavement included a fabric prior to the permitted cut.
2. *Slurried Streets (for one year after slurry application):* The asphalt surface shall be re-slurried a minimum of fifteen (15) feet each way from the edge of the cut, in widths equivalent to existing striped traffic lanes.

Q. Time for Corrective Action –In the event that work does not pass an inspection, the Permittee must allow sufficient time prior to scheduling subsequent work to take the necessary corrective action. Any subsequent activities, including deliveries of construction materials, scheduled prior to passing an inspection will be strictly at the risk of the Permittee and his contractor(s).

R. Special Limitations:

1. This Permit pertains to Riverton City approval only. The Permittee remains responsible to obtain the necessary clearances or permits from UDOT, UTA, railroads, private property owners, and other entities that might have local jurisdiction and encumbrances at the work area.
2. An active Blue Stakes ticket is required in the area of interest prior to excavation.
3. Roads shall be opened for traffic during peak hours. Lane closures may only be in effect from 9am-3pm.
4. The Permittee is responsible for repairing and/or restoring any portion of the roadway damaged during construction, including any appurtenance affecting right-of-way operation. Existing “abandoned in place” utilities must be returned to their original condition if located and disturbed.
5. Paint striping is to be replaced in accordance to City Standards within 48-hours of restoration of pavement.
6. Storage of backfill materials, excavated materials or other construction materials is not allowed within the AASHTO Clear Zone. Excavations must be backfilled daily or barrier shall be required.
7. The Permittee shall comply with all applicable environmental laws.
8. The Permits Manager may, at their discretion, require additional specifications and restrictions if permit requirements are not followed, or as field conditions dictate.
9. This Permit and the attachments hereto constitute the entire agreement between the Permittee and the City concerning the subject right-of-way encroachment. All prior agreements, discussions, representations, warranties, and covenants are merged herein. There are no warranties, representations, covenants, or agreements, express or implied, oral or otherwise, between the Permittee and the City except those expressly set forth in this Permit. Any amendments or modifications of this Permit shall be in writing and acknowledged by the Permittee and the City by signature.