



ROOSEVELT CITY CORPORATION

255 South State Street
Roosevelt, UT 84066
(435) 722-5001
(435)722-5000 (Fax)

STREET RIGHT-OF-WAY ENCROACHMENT PERMIT APPLICATION

Today's Date: _____

Company Name Doing the Work: _____

Company Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact #: _____ EMAIL: _____

Applicant's Name: _____ Contact #: _____

Date Work Will Begin: _____ Projected Completion Date: _____

Name of individual/Business that contracted this company to do the work:

_____ Contact #: _____

Street Address/Location where work will be done at:

The reason for this permit: _____

Has a Water and Sewer Agreement been approved? YES NO Not Applicable

Please read the following:

Contractor is granted, subject to Roosevelt City Standard Specifications for the Construction of Public Works, the approved plans, and any special limitations set forth, permission to proceed for the above purpose within right-of-way limits at the above location. No work shall be performed beyond those areas or operations stipulated on the permit.

Work shall begin on or about the above date and diligently executed to completion. Work shall be completed and all disturbed surfaces or objects restored with two (2) weeks unless otherwise specified. When work is begun under this permit, Contractor agrees to execute the same to completion. If Contractor fails or refuses to complete work by the specified date, Roosevelt City reserves the right to correct any existing impediments at the Contractor's expense.

Contractor shall execute a minimum bond of **\$2,000.00** increased by multiples thereof as determined by Public Works, to insure faithful performance of Contractor's obligation. All material installed and workmanship performed by Contractor shall be warranted for a period of **three (3) years (1095 days)** from the date of final inspection and acceptance. In addition, Contractor shall provide proof in insurance as required in Section 0135 29-1.5 or Roosevelt city Standard Specifications.

Contractor shall comply with written and verbal instructions, regulations and Roosevelt City standard specifications in performance of said work.

Contractor shall properly safeguard against accidents, and shall indemnify and hold Roosevelt City harmless from all damages arising out of any and all operations performed under this permit.

If Contractor fails to comply with Roosevelt City Standard Specifications for the Construction of Public Works, or any specifications pertinent to this permit, the Public Works Department may issue a correction notice stopping any or all parts of the work. When satisfactory corrective action is taken a written order permitting resumption of work may be issued.

The bond will be released by Roosevelt City when the final inspection and acceptance is conducted and approved.

Items to review:

1. A copy of the approved Encroachment Permit application shall be at the job site at all times.
2. Contractor shall follow OSHA safety requirements.
3. Contractor shall call for inspection at least 24 hours before backfilling, paving or pouring concrete.
4. A minimum of 96% compaction is required at each 8-inch life. Compaction shall be certified by qualified person or engineer midway during backfill and on the surface. A copy of passing test results shall be submitted to the Public Works Department **prior** to paving the cut in the street.
5. Wintertime Option: Backfill may be washed or screened 1 1/2 inch minus plate compacted rock covered with geotextile fabric and topped with a minimum of 8 inches of compacted 3/4 inch minus road base below asphalt grade. Asphalt thickness shall be a four (4) inch minimum. If rock and fabric are used for backfill, the top 8 inches of road base shall be tested for compaction before repaving with Hot Mix. **Winter mulch patch shall be maintained smooth until paved with hot mix**
6. Road cut shall be paved properly within one (1) day of backfill. If hot mix is not available pave with cold mix and replace with hot mix when it becomes available. All edges shall be cut, cleaned, and tacked before placing hot mix. Extensions may be made for ongoing projects or special considerations as approved by Roosevelt City. If contractor receives approval to extend the paving process then a construction time line must be provided.
7. All pavement strips left between the excavation and the road edge under two (2) feet wide shall be removed and repaved as part of the excavation.

Check each as you read, understand and sign:

____ Road closures are only allowed when no other safe alternative is available

____ I have arranged for pavement and will pave within one (1) day of backfill or have received approval from Roosevelt City to pave at a later date.

____ I understand that if I am found in violation of this permit Roosevelt City may exercise my bond, withhold issuance of future permits until in compliance. I could be sited and found guilty of a Class "B" misdemeanor.

→ Your Signature: _____

Dated: _____

Special Limitations and notes (if necessary): _____

CONTRACTOR'S RELEASE, WAIVER AND AGREEMENT TO INDEMNIFY

For and in consideration of the issuance of permission to work within a public right-of-way, for myself, my heirs, executors and administrators, release and forever discharge Roosevelt City from all manner of action, causes of action, suits, debts, sums of money, and liability, lien, or equity which I now have or may have in the future arising out of work, services, or goods supplied to public improvements in regard to the project described on Page 1 of this permit.

I further state, and I understand and agree, that Roosevelt City is not liable in any manner for payment for the work that I perform on the project.

I hereby release Roosevelt City from all claims of liability, including any claimed liability for tort, for failure to require or release of bonds, or liability arising by reason of operation of a lien. I hereby agree to indemnify and hold Roosevelt City harmless from and against all liability, loss, costs, expenses or damages arising out of any default, neglect or misconduct of the undersigned contractor, his agents, servants, or employees in performing the work under the contract and will indemnify and repay Roosevelt City all costs, judgements, or other expenses which the City may be compelled to pay by reason of the contractor's neglect, default or misconduct.

→ AUTHORIZED APPLICANT SIGNATURE: _____

COMPANY: _____ DATED: _____

→ APPROVAL BY ROOSEVELT CITY EMPLOYEE: _____

TITLE: _____ DATED: _____