

HILDALE CITY

P.O. BOX 840490 * HILDALE, UT 84784 * 435-874-2323

PERMIT APPLICATION for RIGHT-OF-WAY CONSTRUCTION

| | | |
|----------------------------|----------------|-------|
| Name: | Title: | Date: |
| Representing (Company): | | |
| Address: | | |
| | | |
| Email Address: | Mobile Number: | |
| Contact Phone Number: | Fax Number: | |
| Project Location: | | |
| | | |
| Description of work: | | |
| | | |
| | | |
| | | |
| Date of work and duration: | | |

| | | | |
|--|-------|----------|--------|
| <i>Completion assurance and liability insurance is required for any project that includes excavation</i> | | | |
| \$2,000 Completion assurance posted: | Bond: | Cash: | Other: |
| \$1,000,000 Certificate of General Commercial Liability Insurance naming the City as an additional insured | | | |
| <i>Non-refundable application fees</i> | | | |
| \$100.00 for gravel streets and \$200.00 for asphalt paved streets | Paid: | Receipt: | |

By signing this application by applicant's duly authorized representative, applicant hereby agrees to comply with all attached permit conditions and requirements.

For consideration of permission to construct in the public right-of-way, I agree to indemnify, hold harmless and defend the City, its officers, agents and employees, from any and all claims, liabilities, expenses or lawsuits resulting from injuries, including death, damages or losses which may arise out of or in any way connected with acts or omissions of the undersigned's work in or use of the right-of-way as allowed in this permit.

Applicant Signature: _____
(Authorized company representative or homeowner)

Date: _____

Approved By: _____

Date: _____

RIGHT-OF-WAY PERMIT REQUIREMENTS

1. Along with the completed application, three (3) copies of the plans and specifications shall be submitted along with all required supplementary materials. A CD or electronic media containing the information either in Auto CAD, "dwg" or "dxf" format when available, as well as "pdf" format should also be submitted.
2. The Town may require for major installations, the applicant to retain a professional engineer, registered to practice in Utah, as "Engineer of Record", who will be responsible to prepare plans, specifications, inspections, testing, written reports, as-built drawings and final certification.
3. City Building Department (435-874-2323) and Utilities (435-874-1160) shall be notified of all work within right-of-way five (5) calendar days prior to starting of work. Blue staking shall be the responsibility of the applicant. Private property owners adjoining and/or affected by the proposed construction shall be notified 24 hours before starting work. Any other required permits or approvals shall be obtained by the applicant.
4. Traffic control for any work performed on rights-of-way shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) published by the federal highway administration.
5. All excavations shall be properly barricaded. Applicant shall barricade and maintain all traffic control at his own expense. The City reserves the right to correct deficient barricading and charge applicant.
6. Asphalt road cuts shall be neat line saw-cut at least 12" back from the trench edge. Asphalt Pavement cuts shall be such that no longitudinal joint lies within the wheel track as determined by the City. Cuts shall be patched immediately in as good a condition as before such damage or disturbance, or as may be required by construction standards. Asphalt patches shall be sealed with a material acceptable to City Public Works Department. All permanent patches shall be hot mix asphalt (C-3/4 mix) or high performance cold mix (UPM or equal). A tack coat shall be applied to all edges of the existing pavement prior to placing the patch.
7. Trench excavation, backfilling and compaction shall be in accordance with Hildale/Colorado City Standard Specifications for Design and Construction of Municipal Water, Wastewater, Electric and Gas Utilities.
8. The applicant hereby agrees to be responsible for any damage done, both public and private, as a result of the proposed construction, including but not limited to streets, sidewalks landscaping and utilities. Applicant also agrees to pay the costs of all tests of materials and performance as required by the City Engineer.
9. The City may at any time have work performed necessary to mitigate a condition dangerous to life and property, and upon demand, the applicant shall pay for the costs of such work and materials.
10. All concrete shall be protected from freezing for a period of seven days and all exposed concrete surfaces shall be sprayed with a curing compound, as approved by City Public Works Department.
11. Excavated or imported material shall not be stored on pavement, sidewalk, travel roadway surface or other public right-of-way without prior approval of the City Public Works Department.
12. Proper drainage/erosion control shall be maintained at all times.
13. All work performed shall conform to Hildale City standard specifications and approved detail drawings, and any governing ordinances. If work is not inspected by the City, applicant may be required to remove or modify to allow for inspection, at application's expense.
14. The Applicant shall guarantee the work against defective materials or workmanship for a period of one (1) year from the final acceptance of the improvements by the City. Upon discovery of defects, any repair or replacement by the City pursuant to said guarantee shall be undertaken immediately to the satisfaction of and at no cost to the City.
15. This privilege shall not be deemed or construed to be an exclusive franchise, as the City may grant other similar permits or privileges. This permit shall not affect the jurisdiction of the City of over any or all public ROW.
16. Before work is accepted by the City, the applicant shall pay the City all direct costs and expenses involved in administering said permit, including review time and inspections.
17. It is expressly understood by the undersigned that the City may revoke, revise or terminate this permit without cause, at the sole option of the City. If the City revokes this permit, it shall be the responsibility of the Permittee to remove, at Permittee's expense, all improvements authorized by this permit.

Applicant agrees to abide by the aforementioned requirements and all provisions and conditions as set forth in this permit.

Signature & title of duly authorized agent

Date