CITY OF COOLIDGE PUBLIC WORKS DEPARTMENT
355 S 1st ST. COOLIDGE AZ 85128-4418
520-723-4882 FAX: 520-723-3004 coolidgeaz.com

APPLICATION FOR PERMIT TO USE RIGHT-OF-WAY
(NON-UTILITY)

A NON REFUNDABLE $25 FEE WILL BE CHARGED PER APPLICATION IN ADDITION TO A 4% FEE THAT WILL BE CHARGED FOR SUBDIVISION / RIGHT OF WAY IMPROVEMENTS BASED ON ENGINEERS COST ESTIMATE. TWO (2) SETS OF APPROVED PLANS AND THE SEALED ENGINEERS COST ESTIMATE MUST ACCOMPANY THIS APPLICATION. IF THE WORK DESCRIBED HEREIN IS TO BE CONNECTED TO OR BENEFIT APPLICANT'S REAL PROPERTY, A DESCRIPTION OF THAT PROPERTY MUST ALSO ACCOMPANY THE APPLICATION AT THE TIME OF FILING. THE FILING OF THIS APPLICATION AND THE PAYMENT OF THE FEE DO NOT GUARANTEE OR GRANT THE ISSUANCE OF A PERMIT.

THIS APPLICATION IS NOT A PERMIT. NO WORK WILL BE ALLOWED TO TAKE PLACE INSIDE THE RIGHT-OF-WAY UNTIL A PERMIT IS ISSUED BY THE CITY OF COOLIDGE, HEREINAFTER REFERRED TO AS "CITY" AND POSTED BY PERMITEE ON-SITE. THE PERMIT WILL BE SUBJECT TO GENERAL CONDITIONS SET FORTH HEREIN AND ANY SPECIAL CONDITIONS APPLICABLE TO THE SCOPE OF WORK. ALL MINIMUM FEES ARE NON REFUNDABLE

IF GRADED OR DISTURBED AREA EQUALS OR EXCEEDS 0.1 AC., YOU MUST APPLY FOR A DUST CONTROL PERMIT FROM PINAL COUNTY AIR QUALITY CONTROL (520-866-6929)

ENGINEERS COST ESTIMATE: _____ PERMIT FEE: _____
(TO BE COMPLETED BY APPLICANT) (TO BE COMPLETED BY PUBLIC WORKS)

FIRM/INDIVIDUAL NAME (Applicant): _____

CONTACT PERSON (If different from above): _____

TITLE: _____

ADDRESS (City, Street, State, Zip Code): _____

PHONE & FAX: _____

CONTRACTOR NAME & LICENSE NO: _____

SCOPE OF WORK: DESCRIPTION:

___ Utility Installation _____
___ Culvert Inspection _____
___ Road Construction _____
___ Other (Describe) _____

SPECIAL CONDITIONS (to be completed by Public Works) _____
_____
_____

LOCATION OF RIGHT-OF-WAY: Section: _____ Township: _____ Range: _____
_____

ROAD NAME & OTHER INFORMATION (Closest Intersection, Direction, Distance):
_____
_____

PROPOSED WORK TO BE CONNECTED TO OR FOR THE BENEFIT OF APPLICANT'S REAL PROPERTY: ___ Yes ___ No

LEGAL DISCRIPTION OF APPLICANT'S REAL PROPERTY ATTACHED AS EXHIBIT A: ___Yes ___ No

EXPECTED START DATE: _____ TAX PARCEL NO. _____

(OVER)

Duration (Days): _____ Completion Date: _____

_____ _____

Signature of Applicant/Applicant's Agent Date

GENERAL CONDITIONS

1. Permittee agrees to indemnify, defend and hold harmless the City, its officers, employees, successors, and assigns, for, from and against any and all claims, demands, liabilities, losses, damages, liens, costs and expenses (including reasonable attorneys' fees and costs) which may be claimed or asserted against the City, its officers, employees, successors, or assigns, on account of or arising out of Permittee's exercise of this permit.

2. That the permittee assumes the responsibility and all liability for any injury or damage to said right-of-way, or to any person while using said right-of-way in a lawful manner, caused by or arising out of the exercise of this permit.

3. That all work done shall be at the sole expense of the permittee and shall be done at such time and in such manner as to be least inconvenient to the traveling public, and as directed by the City. Work must be satisfactorily completed in time specified on the permit.

4. That when the proposed work is completed the permittee shall repair the roadbed and replace the surfacing material therein, and will leave the said road in as good a condition as when the work began.

5. If the subject of the permit fails to pass final inspection, the permittee will remove and/or replace the same within such time as specified by written notice from the City, or if, at any time thereafter, any material used by the permittee in replacing or reconstructing any part of said right-of-way proves defective, the permittee will replace the same with the kind and quality of material which the City shall specify.

6. That if the title and possession of any property placed upon the right-of-way by the permittee remains in said permittee, the permittee shall and will promptly perform all necessary repair work upon written notice from the City, and will not permit or allow any condition to exist which would be a hazard or source of danger to the traveling public.

7. That if at any time the right-of-way or any portion thereof occupied and used by the permittee may be needed or required by the City any permit granted in pursuance of this application may be revoked by the City and all rights thereunder terminated, and upon sufficient notice, the permittee shall remove all property belonging to said permittee.

8. That in the event that the work to be done under authority of this permit necessitates the creation of any hazard or source of danger to any person or vehicle using said street, said permittee shall provide and maintain at all times during the existence of said hazard, sufficient barriers, danger signals, lanterns, detours, and shall take such other measures or precautions as the city shall direct. Barricading of streets and channelization of traffic shall conform to the provisions of the Manual On Uniform Traffic Control Devices. All work performed under the authority of this permit shall be done in accordance with the latest MAG Uniform Standard Specification.

9. That if the work undertaken is of such nature or character that the City deems it necessary that said work be laid out or inspected by the City, the permittee will defray any and all expenses incurred by the City, and permittee herein agrees to reimburse the City, and for that purpose will deposit with the City a sum of money in the amount necessary to cover all costs incurred by the city.

10. That in the event any property belonging to or the area occupied by such property being used by the permittee within any portion of the right-of-way interferes with or is needed to construct, maintain, reconstruct, improve, or relocate any highway, street, road, drainage, or sewer lines, or structures pertaining thereto, by or for the City the permittee shall at its own expense, relocate, remove, lower or raise such property within a reasonable time, when so notified by the City.

11. If existing storm drain culvert(s) are encountered along trench line, request 48 inches minimum vertical clearance from existing pipe flow line to top of new conduit/pipe.

12. All excavation for trenching and boring shall be in accordance with guidelines set-forth by Occupational Safety and Hazard Association (OSHA).