



Public Works Department Right of Way Encroachment Permit Application

Complete for all Encroachments, including roadway construction, Utilities, driveways and landscaping. Construction Plans or sketch and Traffic Control Plan(s) are required.

CITY OF SAFFORD PERMIT NO.: _____

BUSINESS/PROPERTY OWNER (Permittee)

Business/Property Owner Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

LICENSED CONTRACTOR

Licensed Contractor Name: _____ R.O.C. No. _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

PROJECT START DATE: _____ **PROJECT END DATE:** _____

SCOPE OF WORK: _____

LOCATION OF WORK

Physical Site Address: _____ Nearest Intersection: _____

North South East West Side of Roadway

Road Approximately _____ Feet North South East West of Nearest Intersection

SIDEWALKS/STREETS

Are any sidewalks impacted? Yes No

Along major streets? Yes No

That serve a school zone? Yes No

In a way that requires pedestrians to detour to a facility on a separate parallel roadway? Yes No

If response to any of the above questions is yes, describe why closures cannot be reasonably avoided through alternative construction methods, and how the proposed closure duration is the minimum necessary to complete the work _____

Identify proposed detour routes and traffic control measures on attached plan. Attach additional sheets if necessary

EXCAVATION INFORMATION

Directional Bore Open Trench Saw Cut Man/Hand Hole(s) Other

Excavation Size: Linear Length (ft) _____ Installation(s): Poles Pedestals Bollards Cabinets

Surface Being Disturbed: Asphalt Concrete Gravel Grass Specify: _____

Blue Stake: Ticket #: _____ Transmission Date: _____

TRAFFIC CONTROL COMPANY

Company Name: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Contact Name: _____ Telephone: _____

WORK HOURS

Is any work proposed to be completed on weekends or outside the hours of 7:00 a.m. and 4:00 p.m. Monday –

Friday? Yes No

If yes, describe why impacts cannot be reasonably avoided or how the proposed schedule reduces impact to the public.

The business/property owner will be the Permittee. By signing this application, the business/property owner acknowledges that the information given and statements made in this application are true and correct to the best of his/her knowledge. The business/property owner agrees as the Permittee to accept the following General Obligations and Responsibilities as described on page 3 of this application. By accepting an approved Encroachment Permit, the Permittee agrees to the requirements described in the permit, to be responsible for all permit requirements, and to comply with the City of Safford’s requirements as set out in this permit. An approved permit consists of this application, final supporting documentation, i.e., Traffic Control Plans and/or Construction Plans approved by the City of Safford, and any requirements set by the City of Safford. If the Permittee disagrees with the requirements, the Permittee shall return the permit immediately to the City of Safford Public Works Department and may not commence any work on the City of Safford right of way.

Permittee **MUST** provide telephone notification to the City of Safford Public Works Department two (2) working days prior to actual commencement of work and notify the City of Safford upon completion of work. **Phone (928) 432-4170.**

NO WORK SHALL TAKE PLACE WITHIN CITY OF SAFFORD RIGHT OF WAY WITHOUT AN APPROVED PERMIT ON SITE.

ENCROACHMENT PERMIT CONDITIONS

1. That the Permittee assumes the responsibility and all liability for injury or damage to said roadway, buildings, structures, vehicles, etc. or to any person while using said roadway, caused by or arising out of the exercise of this permit. Permittee agrees to hold harmless and indemnify the City for claims arising out of the work performed under this permit: except such claims arising out of the City’s sole negligence.
2. That all work shall be at the sole cost and expense of the Permittee and shall be done at such time and in such a manner as to be least inconvenient to the general public, and as directed by the City of Safford. Work must be finished by completion date noted on permit unless the appropriate renewal is approved.
3. That when the proposed work is completed, the Permittee shall repair the roadbed and replace the surfacing material thereon, and will leave the said road in as good a condition as it is now or better, so far as the road is affected by the Permittee.
4. If the subject of the permit fails to pass final inspection, the Permittee will remove or replace the same within such time as specified by written from the City of Safford, or if at any time hereafter, any material used by the Permittee in replacing or reconstruction any part of said roadway proves defective, the Permittee will replace the same with the kind and quality of material which the City of Safford shall specify.
5. That if the title and possession of any property placed upon the right of way or City maintained road by the Permittee remains in said right of way or City maintained road, the Permittee shall and will promptly perform all necessary repair work upon written notice from the City of Safford, and will not permit or allow any condition to exist which would be a hazard or source of danger to the general public.

ENCROACHMENT PERMIT CONDITIONS (Continued)

6. That if at any time hereafter the right of way or City maintained road, or any portion thereof occupied and used by the Permittee, may be needed or required by the City of Safford, any permit granted in pursuance of this application may be revoked by the City of Safford and all rights thereunder terminated and upon sufficient notice, the Permittee shall and will remove all property belonging to said Permittee.
7. That in the event that the work to be done under the authority of the permit necessitates the creation of any hazard or source of danger to any person or vehicle using said road, the Permittee shall and will provide and maintain at all times during the existence of said hazard sufficient barriers, hanger signals, lanterns, detours in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) and shall and will take such other measures of precaution as the City of Safford shall direct
8. That if the work to be undertaken is of such nature of character that the City of Safford deems it necessary that said work be laid out or inspected by the City of Safford, said Permittee will defray any and all expenses incurred by said City of Safford and herein agrees to reimburse the City of Safford and for that purpose will deposit with City of Safford a sum of money in the amount necessary to cover all cost incurred by the City of Safford.
9. That in the event a property belonging to the Permittee or in the areas being used by the Permittee within any portion of the right of way or City maintained road interferes with or is needed to construct, maintain, reconstruct, improve, or relocate any highway, street, road, drainage, or utility lines or structures pertaining thereto, by or for the City of Safford of the general public, said Permittee shall at his own expense relocate, remove, lower or raise such property, within a reasonable time, when requested to do so by the City of Safford in writing.

GENERAL OBLIGATIONS AND RESPONSIBILITIES

THE PERMITTEE AGREES TO THE FOLLOWING:

1. The Permittee agrees that in the course of performing any activity for which this Permit is necessary:
 - a. To comply with any and all Environmental Laws;
 - b. To ensure that no activity under this permit shall cause the City of Safford to be in violation of any Environmental Laws;
 - c. That if the Permittee fails or refused to comply with any Environmental Laws, or causes the City of Safford to be in violation of any Environmental Laws, the City of Safford may at its sole and unreviewable discretion, (1) revoke this Permit; (2) require the Permittee to undertake corrective or remedial action to address any release or threatened release or discharge of the hazardous substance, pollutant or contaminant, water, wastewater or storm water; and (3) expressly consents to entry of injunctive relief to enforce any listed remedies.
 - d. To indemnify the City of Safford for any losses, damages, expenses, penalties, liabilities or claims of any nature whatsoever suffered by or asserted against the City of Safford as a direct or indirect result of the disposal, escape, seepage, leakage, spillage, discharge, emission, or release of any hazardous waste, solid waste, hazardous substance, pollutant or contaminant, water, wastewater or storm water and losses, damages, expenses, penalties, liabilities and claims asserted or arising under the Environmental Laws, or for the City of Safford's costs in undertaking corrective action pursuant to an order of or settlement with a duly authorized regulatory agency or injured third party or for any penalties associated with Permittee's activities;
2. Be responsible for any repair or maintenance work to the encroachment for the duration of the encroachment;
3. Obtain written approval from the abutting property owner if the encroachment encroaches on abutting property;
4. Keep a copy of the encroachment permit at the work site or site of encroachment activity
5. Construct the encroachment according to plans that the City of Safford approves as part of the final permit;
6. Obtain required permits from other government agencies or political subdivisions;
7. Remove any defective materials, or materials that fail to pass the City of Safford's final inspection, and replace with materials the City of Safford specifies.

I have read and agree to abide by the terms, conditions and limitations listed on pages 2 and 3.

Print Name

Telephone Number

Signature

Date

FOR CITY OF SAFFORD USE

This application is approved as a permit and a permit is issued to the Permittee. Construction is authorized for the period indicated below:

Permit Issue Date: _____ expires on _____.

Comments:

City of Safford Street Department

Date

DETOUR ROUTE(S) AND TRAFFIC CONTROL PLANS