



CITY OF
SARATOGA SPRINGS

EXCAVATION / ENCROACHMENT PERMIT

**Engineering Department
213 North 900 East
Saratoga Springs, UT 84045
Phone: (801) 766-6506
Fax: (801) 766-9872**

Name of Grantee: _____

Billing Address: _____

City/State: _____ **Zip:** _____ **Office Phone:** () _____

Email: _____ **Fax:** () _____

Contracting Company: _____ **State License Number:** _____

Name of Project Foreman: _____

Foreman's Email: _____ **Fax:** () _____

Office Phone: () _____ **Cell Phone:** () _____

Work Location: _____

Purpose of Excavation: _____

Method of Excavation: _____

Proposed Construction Start Date: _____ **Time:** _____

Estimated Completion Date: _____ **Time:** _____

CITY OFFICE USE ONLY

Application Date: _____ **Date Issued:** _____

Permit # _____ **By:** _____

With this application and signed agreement, **furnish a plat map or sketch** showing location of the excavation, with the edge of asphalt, centerline of street, north arrow, and scale of drawing.

A **minimum bond amount of \$500.00** will be assessed, for additional information on the bond please see section nine of the following excavation/encroachment agreement. Please use the calculations template below to figure the required bond.

		<u>Total Quantity</u>	<u>Total Cost</u>	
Pavement Type:				
3" Asphalt w/ 6" UBC road base	SF		\$3.17	\$

Concrete:				
24" curb and gutter w/6" UBC road base	LF		\$23.00	\$
5" sidewalk w/ 6" UBC road base	SF		\$5.50	\$

Soft Surface Type (Shouldering):				
UBC road base	SF		\$1.15	\$

Landscaping Type:				
Turf/ Irrigation	SF		\$1.73	\$
Native	SF		\$1.15	\$

TOTAL BOND AMOUNT (total for all encroachments, if more than one cut): \$ _____

**** N O T E ****

GRANTEE MUST NOTIFY THE ASSIGNED INSPECTOR 24 HOURS IN ADVANCE BEFORE ANY WORK CAN PROCEED. CONTRACTOR SHALL HAVE THIS APPROVED PERMIT ON JOB SITE AT ALL TIMES. FAILURE TO DO SO MAY RESULT IN A CITATION.

To activate permit contact The Engineering Department, Phone: (801) 766-6506 or Fax: (801) 766-9872
Special Conditions / Instructions:

NOTE: Applications will be subject to up to a **five (5) business days** waiting period after the application has been submitted and signed by the Grantee.

- Submittal of **proof of insurance** and bond is required.
- The Grantee must **notify the following parties twenty-four (24) hours**, in advance, before any work is started:
 - City Engineering Inspector or Public Works Directors 801-766-6506
 - Alpine School District 801-610-8850 (Michelle Gray: Ext. 306 or mgray@alpinedistrict.org and Derek Farnes Ext.111 or derek@alpinedistrict.org)
 - Saratoga Springs Fire Department 801-766-6505
 - Saratoga Spring Police Department 801-766-6503
 - Utah Valley Police Dispatch 801-794-3970
 - Republic Services 801-785-5935
- All signage shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and a **traffic control plan** must be attached adhering to MUTCD standards.

Grantee is **required** to consult utility companies operating in this area before making any excavation and must call **Blue Stakes 1-800-662-4111**. In granting this permit, City of Saratoga Springs makes no representation as to the location of utility facilities in the area to be excavated or the effect of the permitted excavation on said utilities.

Grantee's Signature: _____ Date: _____

CITY OFFICE USE ONLY

- Fee Received: Amount \$ _____ Receipt No. _____ By: _____
- Bond Verified: Amount \$ _____ Receipt No. _____ By: _____
- No Fees or Bond Needed

- Proof of Insurance Received (attached or filed) Approved by: _____
- Traffic Control Plan Received (must be attached) *Approved by: _____
- Project plans to Engineering Approved by: _____

Inspector Assigned: _____ **Phone:** _____

***Permit Approved by:** _____ **Date:** _____

*By approving the attached traffic control plan, the City does not accept liability for its compliance to MUTCD standards.

Inspections Done After 1 Year of Completion

- Patch Inspection Completed: By: _____ Date: _____
- Bond Release Issued Date: By: _____ Date: _____

CITY OF SARATOGA SPRINGS

EXCAVATION / ENCROACHMENT PERMIT AGREEMENT

This Agreement, made and entered into this _____ day of _____, by and between the City of Saratoga Springs, a municipal corporation and political subdivision of the State of Utah, organized and existing under the laws of the State of Utah, with its principal offices located at 1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045 (“City”), and _____ with its principal offices located at _____ (“Grantee”).

WITNESSETH:

WHEREAS, the Grantee is desirous of obtaining from the City a permit to construct and install public utilities and thereafter maintain such public utilities and related appurtenances (“facilities” or “facility”) within the right-of-way limits of specified City roads, streets, and rights-of-way (“public ways”) within the City and immediately adjacent thereto for the purpose of _____, and,

WHEREAS, the City is willing to grant said permit under the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Location of Improvements

a. Address:

Address/Location: As shown on the attached set of drawings

b. The location of the facilities within the roads, streets, trails, and other property within the City on one or both sides shall be as near the right-of-way lines as practicable in accordance with the plans, specifications, and maps attached and on file in the offices of the parties hereto.

c. The foregoing description of facility location is subject to such changes or variations therefrom as may be required or approved by the City Public Works and/or Capital Facilities Department (“Department”) at the time of construction. Following completion of construction the Grantee shall provide to the City, electronic copies of the “as-built” drawings that show the actual improvements depth and center lines and location of all appurtenances on all roads, streets, trails, and other property where said improvements are installed.

2. Permit Fees. The grantee shall pay the City a \$500.00 administration permit fee before a permit will be processed; this fee is nonrefundable.

3. Approval of Construction. Grantee shall provide City with 5 business days advanced notice prior to commencing excavation of any trench for the improvements and any appurtenant facilities. Construction shall be carried forward to completion in the manner required by City.
4. Compliance with City Standard Technical Specifications and Drawings. Grantee shall perform all work in accordance with the City of Saratoga Springs Standard Technical Specifications and Drawings (“City Standards”). Failure to comply with City Standards may result in a citation and/or revocation of this permit.
5. Protection of Traffic During Construction; Traffic Control Plan. During construction and any subsequent repair or replacement activities, Grantee shall take appropriate steps to minimize interference with or interruption of vehicular traffic. The Grantee shall conform to all traffic control standards of the City, and shall at all times maintain such watchmen, barricades, lights, or other measures for the protection of traffic as may be required by the City to warn and safeguard the public against injury or damage during Grantee’s construction operations. The grantee shall also submit a formal traffic control plan for approval by the City as a condition for the issuance of the permit. The traffic control plan must meet MUTCD and City standards.
6. Compaction of Backfill. The backfilling of any trench within the paved portion of the roadway, the shoulders thereof, or the portion under an intersecting street or roadway shall be thoroughly compacted to generally accepted industry standards and City standards. The method of compaction shall be subject to inspection and approval by the City. The Grantee shall be liable for any damage to persons, property, or the pavement, due to its negligence in the compaction of backfill material.
7. Restoration of Existing Pavement. The Grantee shall replace, at its expense, any pavement removed or damaged with the same type and depth of pavement as that which is adjoining, including the gravel base material. Grantee shall also comply with all City standards. This pavement restoration shall be subject to the inspection and approval of the City. If weather conditions—as determined by the City—do not permit immediate placing of permanent pavement, a temporary pavement shall be placed until such time as weather conditions are favorable—to be determined by the City—at which time the temporary pavement shall be removed and replaced with a permanent pavement. If the gravel surface, gravel shoulders, or gravel surfaced approach roads become fouled with clay or other unsuitable materials, the entire surfacing shall be removed and replaced with a new gravel surfacing material. The repairs to pavement or surface shall include pavements that have been damaged with construction equipment during construction of the improvements.
8. Disposal of Surplus Material in Cleaning Up Roadway. Upon completion of the work, all surplus material shall be removed from within the limits of the roadway. The disturbed surface shall be carefully graded to the lines and grades established. Any roadway facilities such as

signs, culverts, etc., disturbed or damaged during the progress of the work shall be properly restored to their preconstruction condition

9. Bond. To guarantee the full performance of the conditions and requirements in this Agreement, Grantee shall post a cash bond with the City in the amount of \$_____. The amount of the bond may be increased or decreased at the discretion of the City Capital Facilities Manager whenever it appears that the amount and cost of the work to be performed may vary from the amount of the bond. Under no circumstance will the amount of the bond be decreased to less than \$500. The bond also guarantees that the excavated street or public right-of-way is restored or repaired by the Grantee in accordance with City standards, or, if the repair work is done by the City, to guarantee reimbursement to the City for that work. The bond shall guarantee the full performance of the requirements of this Agreement as well as guarantee that the construction work and materials shall remain free from defects for a period of 1 year following completion and acceptance in writing by City that such construction work and materials meet City standards.
10. Insurance. Prior to entering onto the Public Ways and construction of the Facilities, or exercising any rights under this Agreement, Grantee agrees to obtain and maintain a policy of commercial general liability insurance insuring against any and all claims for damage, personal injury, bodily injury, death, property damage occurring on, in, or about the Public Ways and the Facilities. This insurance shall have minimum coverages of at least One Million and No/100 Dollars (\$1,000,000.00), per occurrence, Two Million and No/100 Dollars (\$2,000,000.00), aggregate. Grantee shall provide Grantor a Certificate of Insurance, Endorsements, and Policies evidencing same. Also, Grantee agrees to maintain and keep in force, during the term hereof, all applicable Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law.
11. Maintenance of Facilities by Grantee. The facilities shall at all times be maintained, repaired, reviewed, and operated by and at the expense of the Grantee in accordance with its standard operating procedures and accepted industry standards. The City reserves the right, without relieving the Grantee of its obligation hereunder, to reconstruct or to make such repairs to said facilities as it may consider necessary in the event the Grantee fails so to do after reasonable written notification by the City. Grantee hereby agrees to reimburse the City for its actual and reasonable costs of such reconstruction or repairs within 30 days of receipt of itemized bill. This remedy shall not affect City's remedies in paragraph 12 in any way.
12. Crossing of Facilities in Expansion of Roadway or Buried Infrastructure Systems; Emergency Excavation. It is expressly understood and agreed by the parties hereto and as part of the consideration for this agreement that the City shall have the right to cross said facilities at any point necessary in the future construction and expansion of the City's roadway or buried infrastructure systems. In such a case, City shall use due care and diligence in the protection of

said facilities; however, City shall not be responsible for any damage to said facilities and Grantee shall have no recourse or cause of action if said facilities are damaged by City in responding to an emergency, defined as an occurrence necessitating immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

13. Non-Exclusive Permit. The rights under this Agreement shall be nonexclusive and the City reserves, among all other rights, the right to use the public ways for itself or any other entity that the City grants the right to within the City. City will exercise reasonable care, where possible and where the City has advance notice upon which it can reasonably act, to prevent other uses of the public ways from unreasonably interfering with Grantee's rights as granted herein. Also, Grantee understands and agrees that the City may require Grantee to exercise its rights under this Agreement in a manner that will not conflict with other uses of the public ways.
14. City Regulatory Authority. In addition to the provisions herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah, or City Ordinance. Any additional ordinance or regulation shall supersede any provisions of this Agreement that are in conflict with such ordinance or regulation.
15. Public Utility Easements. Prior to the installation of any of Grantee's facilities in public utility easements, Grantee shall provide advance notification to any property owners on whose property the easement is located. Such advance notification shall be at least two days prior to installation of such facilities. Notification shall be made by personal contact or telephone AND by written notice. Such notification shall set forth the date during which Grantee will be installing facilities in the public utility easement and shall provide a telephone number where property owners may call Grantee pertaining to any questions or complaints concerning use of the public utility easement by Grantee. Upon commencement of installation of facilities in a public utility easement, Grantee shall proceed diligently to complete that installation. Conduits/facilities shall be buried at a minimum depth of 42 inches and "bury tape" identifying the utility shall be installed within one foot of finished grade. No trenches or otherwise uncovered areas shall be left open longer than necessary to complete the installation. All disturbed landscaping shall be replaced or repaired to the landowner's satisfaction within five business days of receipt of notice from landowner. Damage to City pipelines resulting from installation or maintenance of the facilities shall be reported immediately to the City Engineer and repaired immediately by qualified personnel. All work performed in City rights-of-way, road, trails, parks, property and improvements shall be done in compliance to the City's most recent standards and specifications.

16. Changes Required by Public Improvements. Grantee shall at its expense temporarily disconnect, relocate or remove from the street or other public place any property of Grantee when required by the City by reason of traffic conditions, public safety, street vacation, street construction, and installation of sewers, drains, water pipes, or any other type of structure or improvement by public agencies. If the City elects to change the grade of any street or public way, or to vacate or otherwise alter the same, Grantee shall relocate improvements at its expense.
17. Facilities Not to Be Hazardous or Interfere. All improvements of Grantee shall be located, constructed, and installed in an orderly and workmanlike manner and maintained so as not to endanger or unnecessarily interfere with the usual and customary trade, traffic, and travel upon the streets. Grantee shall keep and maintain all of its property in good condition, order, and repair.
18. No Authority to Trim Trees. Grantee shall not have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and other public places of the City.
19. Liability. Neither this Agreement nor any supervision or control exercised by the City, or on its behalf, shall relieve the Grantee of any duty or responsibility to the general public nor relieve said Grantee from any liability for loss, damage, or injury to persons or property, including the roadway, sustained by reason of the negligent installation, operation, maintenance, repair, or removal of the improvements.
20. Indemnification. To the maximum extent allowed by applicable law, Grantee shall indemnify the City and hold the City and its employees harmless against all actions, causes of damages, losses, claims, attorney fees, and costs arising out of any act or omission of Grantee related in any way to Grantee's performance under this agreement. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for negligence of the City. In the event any claims are caused by the joint or concurrent negligence of the City and Grantee, Grantee shall indemnify the City in proportion to Grantee's own negligence or liability.
21. Agreement Not to Be Assigned. The Grantee shall not assign this agreement or any interest therein without the written consent of the City.
22. Amendments. No amendment to this Agreement shall be effective until mutually agreed to in writing by the City and Grantee.
23. Successors and Assigns. All covenants and agreements herein contained shall be binding upon the parties hereto and their successors and assigns.

24. Subject To. This permit is subject to the right of the City at all times as the City deems necessary to construct roads, public buildings, sidewalks, parks or to carry out any other City purpose over the area covered by this permit. In the event that City determines that the public interest and necessity require the construction of any street or sidewalk or reconstruction, realignment, or alteration of grade or width of any street or roadway under City jurisdiction, so as to necessitate in the reasonable expertise of the City the relocation of the Grantee's facilities located within such street, roadway, trails, and other property within the City, the facility relocation costs shall be borne by the Grantee.
25. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Permit or any renewal or renewals thereof.
26. Termination. Either party may terminate this Agreement with or without cause by providing the other party 30 days advance written notice. However, this Agreement shall survive termination with respect to any and all obligations contained in this Agreement for any repairs or construction work performed in public ways prior to termination of this Agreement. If the Grantee or its successors in interest cease using the facilities which are the subject of this Permit for the provision of public utility service, this Permit shall be terminated. In such an event, Grantee shall have 30 days to remove its facilities, after which ownership of such shall automatically transfer to the ownership of City.
27. Franchise Agreement. If the Grantee is providing utility service to any resident of the City of Saratoga Springs, Grantee shall, within 30 days of signing this Agreement, obtain a franchise agreement from the City legislative body. Said franchise agreement shall be consistent with the provisions of this Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the City and the Grantee have caused these presents to be signed by their proper officials thereunto duly authorized as of the day and year first above written.

“City”:

City of Saratoga Springs

By: _____

Its: _____

ATTEST:

City Recorder

“Grantee”:

By: _____

Printed Name: _____

Its: _____

STATE OF _____)
: ss.

CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____.

NOTARY PUBLIC