



SARATOGA
SPRINGS
PUBLIC WORKS

RIGHT-OF-WAY ENCROACHMENT PERMIT

Public Works Department

213 North 900 East

Saratoga Springs, UT 84045

Phone: (801) 766-6506

Fax: (801) 766-9872

Name of Franchisee: _____

Billing Address: _____

City/State: _____ Zip: _____ Office Phone: _____

Email: _____ Fax: _____

Contractor: _____ 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: _____

Reference for Payment: GL Account 10-2800-000 (217) Bond \$ _____ GL Account 10-3419-100 (313) Fees \$ _____

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

An **administrative fee** will be assessed, please see table below for additional information.

Encroachment Permit Step	Fee
Base Administrative Fee – No Engineering Bond (Bond for new public improvements not required)	\$200
Base Administrative Fee – Engineering Bond (Bond for new public improvements required)	\$325
Additional Fee for Engineering Review of Plans (per sheet, includes 2 reviews)*	\$150
Inspection Fee** (per acre, rounded up to next whole acre)	\$182.50

*An additional fee of \$75 per sheet per review may apply when additional reviews are required as a result of the applicant failing to address review comments or making revisions to the submitted plans not requested or required by City.

**Not required if paying review and inspection fees via a public improvements bond as calculated by the Engineering Department. Notwithstanding, bonds are required for all encroachment permits except when completed with a capital project or with a development/franchise agreement.

A **bond** will be assessed to guarantee the repair of public improvements. For additional information on the bond please see section nine of the following Right-of-Way Encroachment Permit Agreement. Please enter **# of crossings/Length in ROW** in the table below to help figure the required bond.

Type of Roadway/ Location of Utility Crossing†	Cost per Perpendicular Crossing/Lateral	# of crossings	Cost per 100' of Parallel Trenching	Length in ROW (in 100' increments)
Local Roadway (59' ROW, 2 lane)	\$1,600	x	\$3,000	x
Collector Roadway (77' ROW, 3 lane)	\$5,000	x	\$6,500	x
Minor Arterial (95' ROW, 3-5 lane)	\$7,500	x	\$8,500	x
Major Arterial (180' ROW, 5 lane)	\$10,000	x	\$11,000	x
Park Strip Only (no utility crossing)	\$600	x	\$1,000	x
Park Strip Only (with utility crossing)	\$1,000	x	\$1,500	x

†For help determining type of roadway, see City Standards and Specifications: ST-8, ST-9, ST-10, ST-11.

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

**** NOTE ****

GRANTEES 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 Public Works Department, Phone: (801) 766-6506

Special Conditions / Instructions:

Potholing required: Yes * No

***All utilities need to be potholed & located prior to any directional boring or excavation.**

ALL DRY UTILITIES MUST BE INSTALLED IN PUBLIC UTILITY EASEMENT (PUE).

Insurance minimums are outlined below. See complete Insurance Requirements at <https://www.saratogaspringscity.com/265>

NOTE: Applications will be subject to up to a **seven (7) business days** waiting period after the application has been submitted and signed by the Grantees.

- Submittal of **proof of insurance** and bond is required. See complete Insurance Requirements at <https://www.saratogaspringscity.com/265>
- Minimum limits listed below:
 - PROFESSIONAL LIABILITY, including ERRORS and OMISSION: \$2,000,000 combined single limit per occurrence. Limits apply to this service product individually.
 - GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence, personal injury and property damage. 2,000,000 aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better).
 - AUTOMOBILE LIABILITY: \$1,000,000 combined single limit "per accident" for bodily injury and property damage. "Any Auto" coverage is required.
 - WORKERS' COMPENSATION and EMPLOYERS LIABILITY: Workers' compensation statutory limits, as required by the Workers Compensation Act of the State of Utah, and Employers Liability limits set at a minimum of \$300,000 for each accident, disease, and employee. No officer or owner of any business or organization subject to the Workers' Compensation Act of the State of Utah may be excluded from this requirement.
 - EMPLOYMENT PRACTICES LIABILITY: \$1,000,000 per occurrence, \$1,000,000 aggregate. Required for employers subject to the provisions of Title VII of the Civil Rights Act and the Utah Antidiscrimination Act.

- The Grantees must **notify the following parties twenty-four (24) hours**, in advance, before any work is started:
 - Public Works Department 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**, prepared by a Certified Traffic Control Technician, must be attached.

Grantees are **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. If installing City-owned infrastructure, Grantees or Contractor **must** provide the City with as-builts. By signing below, I have read and accept the terms of this permit.

Franchisee's Signature: _____ Date: _____

Contractor's Signature: _____ Date: _____

CITY OFFICE USE ONLY

Fee computation:

Base Fee	1	x	\$200 or \$325	=	
# Sheets for 2 reviews		x	\$150	=	
# Acres		x	\$182.50	=	
Total Due:					

Fee Received: Amount \$ _____ Receipt No. _____ By: _____

Bond Amount Verified: \$ _____ By: _____

Bond Received: Receipt No. _____ By: _____

No Fees or Bond Needed By: _____

Proof of Insurance Received (attached or filed) Accepted by: _____

Traffic Control Plan Received (must be attached) *Accepted by: _____

Project plans Accepted by: _____

Utility exhibit plan Accepted by: _____

Inspector Assigned: _____ **Phone:** _____

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

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

**This permit becomes null and void if work on construction authorized is not commenced within 30 days or if construction work is suspended or abandoned for a period of 30 days at any time after work is commenced.

Inspections Done After 1 Year of Completion

Patch Inspection Completed: By: _____ Date: _____

As-builts, if required By: _____ Date: _____

Bond Release Issued Date: By: _____ Date: _____

**CITY OF SARATOGA SPRINGS
RIGHT-OF-WAY ENCROACHMENT PERMIT AGREEMENT**

This Agreement, made and entered into this ____ day of _____ of 20____, 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"), _____ with its principal offices located at _____ ("Contractor"), and _____ ("Franchisee"). Contractor and Franchisee shall be collectively referred to herein as "Grantees".

WITNESSETH:

WHEREAS, the Grantees are 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(es):

Address(es)/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 in accordance with the plans, specifications, and maps attached as Exhibit A, incorporated herein by reference, 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 Grantees 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. In accordance with the Franchise Agreement between _____ and the City, dated _____, the administrative permit fees have been waived.

3. Approval of Construction. Grantees shall provide City with at least 5 business days advanced notice prior to commencing any excavations 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. Grantees 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, Grantees shall take appropriate steps to minimize interference with or interruption of vehicular traffic. The Grantees 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 Grantees' construction operations. The Grantees 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 Grantees 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 Grantees shall replace, at their expense, any pavement removed or damaged with the same type and depth of pavement as that which is adjoining, including the gravel base material. Grantees 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, Grantees shall post a cash bond with the City in the amount of \$_____. If Grantees has a rolling bond with the City, an encumbrance of the bond amount may apply. The amount of the required bond may be increased at the discretion of the Public Works Director whenever it appears that the work to be performed may exceed that covered by the standard amounts in the permit application. Under no circumstance will the posted bond be reduced or refunded prior to the end of the one-year period following completion and acceptance in writing by City. The bond also guarantees that the excavated street or public right-of-way is restored or repaired by the Grantees 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. Default. Grantees shall automatically be considered in default and be held jointly and severally liable if, after receiving notice from City 10 calendar days' in advance of a deficiency, the Grantees have not remedied the default to City's satisfaction. In such an event, City may exercise any remedy at law or equity to cure such default, including but not limited to, using any or all of the Bond amount in Paragraph 9 to complete or repair the work, revoking the encroachment permit issued pursuant to this Agreement, revoking any other permit issued by the City such as building permits, development permits, grading permits, etc., seeking injunctive relief, pursuing litigation in federal or state court, or pursuing any other legal claim or action. Grantees shall be responsible for City's administrative costs, attorney's fees, court costs, and all expenses associated with the exercise of City's rights pursuant to this paragraph.
11. Insurance. Prior to entering onto the Public Ways and construction of the Facilities, or exercising any rights under this Agreement, Grantees agree 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 Two Million and No/100 Dollars (\$2,000,000.00), per occurrence, Two Million and No/100 Dollars (\$2,000,000.00), aggregate. Grantees shall provide Grantor a Certificate of Insurance, Endorsements, and Policies evidencing same. Also, Grantees agree 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.
12. Maintenance of Facilities by Grantees. The facilities shall at all times be maintained, repaired, reviewed, and operated by and at the expense of the Grantees in accordance with its standard operating procedures and accepted industry standards. The City reserves the right, without relieving the Grantees of their obligation hereunder, to reconstruct or to make such repairs to said facilities as they may consider necessary in the event the Grantees fail so to do after reasonable written notification by the City. Grantees hereby agree to reimburse the City for their 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 elsewhere in this Agreement in any way.

13. 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 Grantees 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.
14. 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 Grantees' rights as granted herein. Also, Grantees understand and agree that the City may require Grantees to exercise their rights under this Agreement in a manner that will not conflict with other uses of the public ways.
15. 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.
16. Public Utility Easements. Prior to the installation of any of Grantees' facilities in public utility easements, Grantees 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 Grantees will be installing facilities in the public utility easement and shall provide a telephone number where property owners may call Grantees pertaining to any questions or complaints concerning use of the public utility easement by Grantees. Upon commencement of installation of facilities in a public utility easement, Grantees 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.
17. Public Right-of-Way. Prior to the installation of any of Grantees' facilities in the Public Right-of-Way (ROW), Grantees shall provide advance notification to the City. Such advance notification shall be at least five 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 Grantees will be installing facilities in the public ROW and shall provide a telephone number where the City may call Grantees pertaining to any questions or complaints concerning work within the ROW by Grantees. Upon commencement of installation of facilities in a public ROW, Grantees 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 areas shall be replaced or repaired to the City's satisfaction within five business days of receipt of notice from the City. Damage to City pipelines, utilities, or other infrastructure resulting from installation or maintenance of the facilities shall be reported immediately to the City 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.
18. Locating Existing Utilities. Grantees shall be solely responsible for locating all existing utilities prior to commencing work. Grantees shall contact Blue Stakes to have underground facilities located within the area of all excavations or directional bores. Contractors utilizing directional boring are required to physically locate ALL existing facilities in the precise location of the intended crossing, prior to the directional bore being made. Applicant will be responsible for and will repair or pay for any damages to underground facilities that were not physically located in the precise location of crossing, prior to the directional bore or excavation.
19. Changes Required by Public Improvements. Grantees shall at their expense temporarily disconnect, relocate or remove from the street or other public place any property of Grantees 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, Grantees shall relocate improvements at its expense.

20. Facilities Not to Be Hazardous or Interfere. All improvements of Grantees 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. Grantees shall keep and maintain all of its property in good condition, order, and repair.
21. No Authority to Trim Trees. Grantees shall not have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and other public places of the City.
22. Liability. Neither this Agreement nor any supervision or control exercised by the City, or on its behalf, shall relieve the Grantees of any duty or responsibility to the general public nor relieve said Grantees 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.
23. Indemnification and Release. To the maximum extent allowed by applicable law, Grantees shall indemnify, release, and hold harmless the City and its employees, officials, and officers harmless against all actions, causes of damages, losses, claims, attorney fees, and costs arising out of any act or omission of Grantees and their subcontractors, assigns, and successors related in any way to Grantees' , or Grantees' subcontractors, assigns, and successors, performance under this agreement. This indemnification and release 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 Grantees, Grantees shall indemnify the City in proportion to Grantees' (or its subcontractors, assigns, and successors) own negligence or liability.
24. Agreement Not to Be Assigned. The Grantees shall not assign this agreement or any interest therein without the written consent of the City.
25. Amendments. No amendment to this Agreement shall be effective until mutually agreed to in writing by the City and Grantees.
26. Notices. Any notice given under this Agreement shall be in writing and shall be delivered personally, mailed by first class or express mail, or sent by e-mail at or to the following addresses:

NAME OF FRANCHISEE: _____
c/o NAME OF AGENT (or current registered agent): _____
ADDRESS: _____
CITY, STATE: _____
EMAIL OF AGENT: _____

NAME OF CONTRACTOR: _____
c/o NAME OF AGENT (or current registered agent): _____
ADDRESS: _____
CITY, STATE: _____
EMAIL OF AGENT: _____

City of Saratoga Springs
c/o Jeremy Lapin (or current Public Works Director)
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045
jlapin@saratogaspringscity.com

Notice shall be deemed given when actually received if personally delivered, the earlier of the day actually received or the third business day after the notice is deposited in the United States mail properly addressed and postage prepaid if sent by mail, or the date a delivery receipt is received if sent by e-mail.

27. Successors and Assigns. All covenants and agreements herein contained shall be binding upon the parties hereto and their successors and assigns.
28. 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 Grantees' facilities located within such street, roadway, trails, and other property within the City, the facility relocation costs shall be borne by the Grantees.

- 29. 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.
- 30. 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 Grantees 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, Grantees shall have 30 days to remove its facilities, after which ownership of such shall automatically transfer to the ownership of City.

CONTRACTOR:

Pursuant to UCA 78B-18a, I certify and declare under criminal penalty in Utah that the above information is true and correct, that I agree to be bound by the terms of this agreement, and that I have the authority to legally bind the partnership/LLC/corporation listed below.

Signed on the ____ day of _____, 202____, at _____ (city and state)

Signature: _____

Printed Name: _____

Title: _____

Name of Partnership/LLC/Corporation: _____

FRANCHISEE:

Pursuant to UCA 78B-18a, I certify and declare under criminal penalty in Utah that the above information is true and correct, that I agree to be bound by the terms of this agreement, and that I have the authority to legally bind the partnership/LLC/corporation listed below.

Signed on the ____ day of _____, 202____, at _____ (city and state)

Signature: _____

Printed Name: _____

Title: _____

Name of Partnership/LLC/Corporation: _____

CITY:

City of Saratoga Springs

By (signature): _____

Its (position): _____