



P I N A L • C O U N T Y

Wide open opportunity

PINAL COUNTY DEPARTMENT OF PUBLIC WORKS

Highways • Flood Control • Fleet Maintenance • Emergency Services

P. O. Box 727, 31 N. Pinal St. Building F, Florence, AZ 85132 (520) 866-6411 FAX (520) 866-7943

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

A 4% FEE WILL BE CHARGED FOR SUBDIVISION / RIGHT OF WAY IMPROVEMENTS BASED ON ENGINEERS COST ESTIMATE OR A \$45 MINIMUM FEE, WHICHEVER IS GREATER. FEE'S WILL BE DETERMINED UPON APPROVAL. TWO (2) SETS OF COUNTY 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 DOES NOT GUARANTEE OR GRANT THE ISSUANCE OF A PERMIT. ALL MINIMUM FEES ARE NON REFUNDABLE.

THIS APPLICATION IS FOR WORK IN PINAL COUNTY RIGHT-OF-WAY ONLY. VERIFICATION OF RIGHT-OF-WAY IS THE RESPONSIBILITY OF THE PERMITTEE. IF ROW IS AN EASEMENT, PERMISSION FROM UNDERLYING PROPERTY MUST BE PROVIDED.

UPON ACCEPTANCE OF COMPLETED APPLICATION, THERE IS A SEVEN (7) TO TEN (10) WORKING DAY PROCESSING PERIOD. CALLS REGARDING PERMIT STATUS WILL BE ACCEPTED AFTER SEVEN (7) WORKING DAYS.

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

ENGINEERS COST ESTIMATE (To be completed by Applicant):

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 Installation

Road Construction

Other (Describe)

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 DESCRIPTION OF APPLICANT'S REAL PROPERTY ATTACHED AS EXHIBIT A: Yes No

EXPECTED: Start Date Duration (Days) Completion Date

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 PINAL COUNTY, HEREINAFTER REFERRED TO AS "COUNTY" AND POSTED BY PERMITTEE ON-SITE. THE PERMIT WILL BE SUBJECT TO GENERAL CONDITIONS SET FORTH HEREIN AND ANY SPECIAL CONDITIONS APPLICABLE TO THE SCOPE OF WORK.

ROW PERMIT CONDITIONS

1. That the Licensee assumes the responsibility and all liability for injury or damage to said highway, or to any person while using said highway, caused by or arising out of the exercise of this permit or license. Licensee agrees to hold harmless and indemnify the County for claims arising out of the work performed under this permit; except such claims arising out of the County's sole negligence.
2. That all work done shall be at the sole cost and expense of the Licensee 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 agent of the Licensor. Work must be finished in the time specified on permit unless the appropriate renewal fees are paid prior to the expiration date.
3. That when the proposed work is completed, the Licensee 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 Licensee.
4. If the subject of the permit or license fails to pass final inspection, the Licensee will remove or replace the same within such time as specified by written notice from the Licensor, or if at any time hereafter, any material used by the Licensee in replacing or reconstructing any part of said highway proves defective, the Licensee will replace the same with the kind and quality of material which the Licensor shall specify.
5. That if the title and possession of any property placed upon the right-of-way by the Licensee remains in said Licensee, the Licensee shall and will promptly perform all necessary repair work upon written notice from the Licensor, and will not permit or allow any condition to exist which would be a hazard or source of danger to the general public.
6. That if at any time hereafter the right-of-way, or any portion thereof occupied and used by the Licensee, may be needed or required by the Licensor, any permit or license granted in pursuance of this application may be revoked by the Licensor and all rights thereunder terminated and upon sufficient notice, the Licensee shall and will remove all property belonging to said Licensee.
7. That in the event that the work to be done under the authority of the permit or license necessitates the creation of any hazard or source of danger to any person or vehicle using said highway, said Licensee 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 Licensor shall direct.
8. That if the work to be undertaken is of such a nature or character that the Licensor deems it necessary that said work be laid out or inspected by the Licensor, said Licensee will defray any and all expenses incurred by said Licensor and herein agrees to reimburse the Licensor and for that purpose will deposit with the Licensor a sum of money in the amount necessary to cover all cost incurred by the Licensor.
9. That in the event any property belonging to or the area occupied by such property being used by the Licensee 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 utility lines or structures pertaining thereto, by or for the Licensor or the general public, said Licensee shall at his own expense relocate, remove, lower or raise such property, within a reasonable time, when requested to do so by the Licensor in writing.
10. On or before the effective date of this permit the Licensee shall provide the following to the County Engineer:
 - a. A certificate of insurance confirming that the Licensee has obtained and maintains Public Liability and Property Damage insurance with a minimum combined single limit of \$1,000,000, said coverage to remain in force for the entire term for which the Permit is granted. All policies shall specify that the subject coverage is primary and shall identify the County as an additional insured. Satisfaction of this insurance requirement shall, in no way limit the Licensee's indemnity obligation as set forth in Paragraph 1 above. Fifteen days written notice of any change in coverage or cancellation of any policy shall be provided to the County Engineer.
11. It is the sole responsibility of the Licensee to maintain coverage in force for the term of the permit and to name the County as an additional insured. **Said coverage shall be primary and failure to conform to the above requirements shall not waive any responsibility of the Licensee.**

I have read and agree to abide by the terms, conditions and limitations listed above.

Name:

Signature:

On Behalf of:

Date: