PINAL • COUNTY
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 Email: publicworksreviews@pinalcountyaz.gov

RIGHT-OF-WAY USE PERMIT - APPLICATION

Requested Permit for:

☐ Utility Installation or Improvements (See Note 1) Linear Feet_____

Check Mark Applicable: ☐*Water Sewer* ☐*Electrical* ☐*Gas* ☐*Cable* ☐*Communication*

☐ Property Improvements

Check Mark Applicable: ☐*Driveway Access* ☐*Culvert* ☐*Landscape* ☐*Fence*

☐ Other (Please Describe) _____

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).

FIRM/INDIVIDUAL NAME (Applicant) _____

CONTACT PERSON (If Different from Above):_____ EMAIL: _____

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

PHONE:_____

CONTRACTOR & LICENSE NO & CONTACT PERSON: _____

SCOPE OF WORK DESCRIPTION: (i.e., overhead, underground, trench, bore, pavement cut, length)

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

VERIFICATION OF RIGHT-OF-WAY IS THE RESPONSIBILITY OF THE PERMITTEE. IF ROW IS AN EASEMENT, PERMISSION FROM UNDERLYING PROPERTY MUST BE PROVIDED.

ADDRESS OF PROPOSED WORK (Closest Intersection, Direction, Distance):

EXPECTED: Start Date: _____ Duration (Days) _____ Completion Date: _____

THIS APPLICATION IS NOT A PERMIT. NO WORK WILL BE ALLOWED TO TAKE PLACE 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.

Note 1: A FEE OF $0.12 PER LINEAR FOOT OF UTILITY INSTALLATION OR A MINIMUM FEE OF $50.00 (WHICHEVER IS GREATER). FEE WILL BE DETERMINED UPON APPROVAL. TWO (2) SETS OF COUNTY APPROVED PLANS WILL ALSO NEED TO ACCOMPANY THE 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.

PERMIT
CONDITIONS

1. Licensee shall defend, indemnify, save and hold harmless Pinal County, its officials and employees without limitation from and against any and all claims (including, but not limited to, workers' compensation, disability or environmental liability claims), damages, losses, liabilities, fees, fines or expenses (including but not limited to attorney fees, court costs, and cost of appellate proceedings) relating to, arising from, resulting from or alleged to have arisen or resulted from the Licensee's exercise of this right-of-way. Licensee's duty to defend, indemnify, save and hold harmless Pinal County, its officials and employees shall arise in connection with any and all claims, damages, losses, liabilities, fees, fines or expenses that are attributable to bodily injury, personal injury, sickness, disease, death or damage to, or destruction of, tangible or intangible property including the loss of use therefrom, or environmental claims and fines, caused in whole or in part by any act, error, mistake or omission of Licensee, its officers, officials, employees, members, guests invitees, participants, agents, vendors, subcontractors or anyone for whose acts Licensee may be liable. 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 arising out of the exercise of this permit or license.

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. In the event Licensee fails or refuses to make necessary repairs within a reasonable time after notice from licensor, licensor may make any repairs necessary to eliminate a hazard or source of danger to the public and charge Licensee for the repairs.

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. This permit is not exclusive unless otherwise stated in the permit. The County reserves the right to use or allow others to use any part of the County right-of-way, property or land pertaining to this permit. The Applicant agrees to allow others of the public free and unrestricted access to, and use of, the County right-of-way, property or land at all times for the lawful purposes.

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 general liability insurance with a limit of $1,000,000 per occurrence and $1,000,000 products liability insurance, 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.
    b. The licensee insurance or self-insurance shall be primary and any insurance maintained by the County shall not contribute to, or be excess of, the Applicant's insurance or self-insurance.
    c. The licensee insurance or self-insurance shall contain a waiver of rights of recovery or subrogation against the County, its officials and employees for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have risen or resulted from, the right-of-way.

11. This right-of-way is for County property and shall not be construed as an authorization for use of adjacent private or public property, grounds or land or any other area where a separate right-of-way, agreement or permit may be required. Licensee shall be responsible for obtaining all necessary right-of-way, agreements, permits or insurance by the federal, state, municipal or other governmental or private entity.

12. Licensee will promptly compensate or reimburse County the full amount of any damage to, or loss of use of, County buildings, facilities, grounds, lands, water or property caused by licensee, its officers, officials, employees, members, guests, invitees, or agents. Compensation or reimbursement to the County shall also include, but not limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.

13. The County shall not be responsible for loss of, damage to, or loss of use of, tangible or intangible property of Licensee, its officers, officials, employees, members, invitees or agents.

14. If deemed necessary by Pinal County to utilize off duty officer to assist with traffic control, the off duty officer must be a Pinal County Sheriff Officer with standard issued Pinal County Sheriff Officer vehicle and all associated costs will be at the applicants expense.

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

Name:_____ Signature:_____

On Behalf of:_____Date:_____

Permits can be emailed to publicworksreviews@pinalcountyaz.gov