



Civil Improvements/Encroachment Permit Application

Department of Public Works
Water – Wastewater – Highway Users – Solid Waste

Date _____
 Project Name _____
 Unit/Block/Parcel _____ Phase _____
 Project Location _____

FOR CITY USE	
Invoice No.	_____
Encroachment	_____

Attach photograph with traffic cone(s) showing exact location of proposed construction where applicable

Check items for which you are requesting a permit:

- | | | |
|--|--|--|
| <input type="checkbox"/> Paving (streets) | <input type="checkbox"/> Sewer (mains, service, taps) | <input type="checkbox"/> Cable (TV or fiber optic) |
| <input type="checkbox"/> Paving on-site (parking lots) | <input type="checkbox"/> Irrigation | <input type="checkbox"/> Telecom installation |
| <input type="checkbox"/> Grading | <input type="checkbox"/> Stormwater or drainage | <input type="checkbox"/> Landscaping <input type="checkbox"/> Install <input type="checkbox"/> Maintenance |
| <input type="checkbox"/> Concrete (driveways, sidewalks, etc.) | <input type="checkbox"/> Street lights (in right-of-way) | <input type="checkbox"/> Traffic signals |
| <input type="checkbox"/> Fire line | <input type="checkbox"/> Reclaimed water mains | <input type="checkbox"/> Other continuing _____ |
| <input type="checkbox"/> Trenching | <input type="checkbox"/> Gas or electric trenching | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Water (mains, service, taps) | | |

Scope of work *(Attach plans, engineered designs, details, maps, sketches, diagrams, etc.)*

If lab testing is required, you will use? City Private

Pavement Cuts/Removal: Yes No **Complete Street Cut Application on Page 3**

Applicant Name *(Applicant shall be developer/owner – not contractor)*

Address	City/State/Zip	Phone No.	Fax No.
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Contractor *(List all contractors employed to perform work pursuant to permit; additional space provided on Page 4, if needed)*

Address	City/State/Zip
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State License No.	State Tax No.	City Tax No.	Office No.	Mobile No.
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Contact Person <i>(Contact for permit pickup)</i>	Phone No.	Emergency 24-hour Phone No.
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- Provide 24 hour written notice **before** start of a job to the Public Works Dept. - Fax 928.341.8599
- Phone 928.341.8577 for inspection 24 hours in advance
- Make written arrangements for road obstruction or closures 24 hours in advance with the Public Works Dept. - 928.341.8577
- Complete the attached Street Cut Application if you will be cutting into the street

FOR CITY USE	
<input type="checkbox"/> Insurance Certificate	<input type="checkbox"/> Performance Bond
<input type="checkbox"/> Indemnity Agreement	
Received By _____	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Date _____	Permit Amount: _____
Conditions, Restrictions & Comments: _____	

Department of Public Works
1090 E Union St – PO Box 3750
San Luis, AZ 85349
(928)341-8577
www.cityofsanluis.org

FOR AND IN CONSIDERATION of the granting of a permit for the purpose set forth herein, Applicant hereby agrees, covenants, and binds said applicant, employees, agents, and contractors to the terms and conditions set forth below and those included on or attached to the permit when it is issued:

1. All work done 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 traveling public, and as directed by the City, work must be finished in the time specified on permit. Permittee shall allow all inspections deemed necessary by City and herein agrees to pay in advance inspection and testing fees as established by City.
2. When the proposed work is completed, the Permittee shall repair or replace the sidewalk, roadbed, or other surface and landscaping and replace the surfacing material thereon, and will leave the highway, right of way, easement, or other public property (hereinafter referred to as highway) in as good a condition as it is now, so far as the area is affected by the Permittee.
3. 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 notice from the City; or if at any time hereafter, within the warranty period any material used by the Permittee in replacing or reconstructing any part of said highway proves defective, the Permittee will replace the same with the kind and quality of material which the City shall specify.
4. If the title and possession of any property placed in, under, or upon the highway by the Permittee remains in said Permittee, the Permittee shall and will promptly perform all necessary repair work upon written notice from the City, and will not permit or allow any condition to exist which would be a hazard or source of danger to the traveling public or other users of the highway.
5. If at any time hereafter, the highway or any portion thereof occupied and used by the Permittee may be needed or required by the City, any permit granted in pursuance of this application may be revoked by the City and all right there under terminated, and upon sufficient notice, the Permittee shall and will remove all property belonging to Permittee.
6. In the event that the work to be done under the authority of this permit necessitates the creation of any hazards or source of danger to any person or vehicle using said highway, said Permittee shall and will provide and maintain at all times during the existence of said hazards sufficient barriers, hanger signals, lanterns, detours and shall and will take such other measures of precaution as the City shall direct.
7. In the event any property belonging to Permittee or the area occupied by such property being used by the Permittee within any portion of the highway interferes with or is necessary to facilitate any public purpose or any City project, said Permittee shall at his/her own expense, relocate, remove, lower, or raise such property within a reasonable time, when requested to do so by the City in writing.
8. All conditions of this permit shall be in conformity with current City requirements, provided, however, if Permittee has a lease or license with the City the more strict provision shall apply in the event of a conflict. Permittee certifies that he/she has on file with the City of San Luis a performance bond and certificate of insurance as required by City. It is the sole responsibility of the Permittee to maintain coverage in force for the term of the permit and to name the City as an additional insured. Said coverage shall be primary and failure to conform to the above requirements shall not waive any responsibility of the Permittee. Fifteen day written notice of change or cancellation of the policy shall be served to the City Public Works Department.
9. In consideration of City granting this encroachment permit, to the full extent permitted by law, throughout the term of this permit, until all construction authorized by this permit is completed, and all equipment or facilities built or installed pursuant to this permit are removed, Permittee, and all other persons using, acting, working, or claiming through this permit shall jointly and severally pay, indemnify, defend, and hold harmless City, its officers, agents, and employees from and against any and all claims, suits, damages, loss, expenses, penalties, fines, or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings), arising out of or in connection with the constructions, installation, existence, maintenance, use of locations of the equipment or facilities built, installed, or maintained pursuant to this encroachment permit or any use of the city's right of way, highway, or public easement area or City's property related to this encroachment permit or any actions, acts, errors, mistakes, or omissions relating to work or services in the performance of or related to this encroachment permit, including any injury or damages or cause claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the service area or surrounding areas related to this permit, including without limitation, claims, liability, harm or damages caused in part by City or anyone for whose mistakes, errors, omissions, or negligence Permittee or City may be liable. Permittee agrees that it shall have no recourse whatsoever against the City, its officers, agents, boards and commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of the City because of the enforcement of any provision or requirement of the City because of the enforcement of the permit requirements or because of defects in any of the relevant Chapters of the City Code, or this permit as a result of any damage that may result from the City's exercise of its authority under this permit or applicable provisions of law.

Applicant Name (Print)	Date	Applicant Signature
		By signing here you certify that you have authority to sign on behalf of the applicant

Company

Department of Public Works
 1090 E Union St – PO Box 3750
 San Luis, AZ 85349
 (928)341-8577
 www.cityofsanluis.org



Street Cut Application

Department of Public Works
Water – Wastewater – Highway Users – Solid Waste

PROJECT LOCATION/ADDRESS: _____

PROJECT NAME: _____

DEVELOPER: _____ PHONE: _____

ENGINEER: _____ PHONE: _____

ADDRESS: _____ CITY: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

REQUESTING STREET CUT TO INSTALL:

WATER _____ SEWER _____ GAS _____ ELECTRIC _____ CATV _____ TELEPHONE _____ OTHER _____

SIZE OF CUT: LENGTH _____ WIDTH _____ TOTAL SQ. YARDS _____

SCOPE OF WORK: _____

JUSTIFICATION FOR STREET CUT: _____

ATTACH THREE (3) COPIES OF SKETCH SHOWING LOCATION AND TYPE OF WORK TO BE PERFORMED. PERMIT WILL NOT BE PROCESSED WITHOUT REQUIRED SKETCHES.

APPLICANT SIGNATURE

DATE

FOR CITY USE

PAVEMENT CONDITION: EXCELLENT _____ MODERATE _____ POOR _____ AGE _____

CLASSIFICATION: ARTERIAL _____ COLLECTOR _____ RESIDENTIAL _____

PAVEMENT DAMAGE FEE: _____ INSPECTION FEE: _____

_____ **RECOMMENDED FOR APPROVAL**

_____ **RECOMMENDED FOR DENIAL**

REASON: _____

RECOMMENDED BY: _____ DATE: _____

CONDITIONS: _____

CITY ENGINEER: _____ DATE: _____

APPROVED: _____ APPROVED W/ CONDITIONS: _____ DENIED: _____

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Additional Contractor Information

All contractors employed to perform work pursuant to permit must be listed.

Contractor			
Address		City/State/Zip	
State License No.	State Tax No.	City Tax No.	Phone

Contractor			
Address		City/State/Zip	
State License No.	State Tax No.	City Tax No.	Phone

Contractor			
Address		City/State/Zip	
State License No.	State Tax No.	City Tax No.	Phone

Contractor			
Address		City/State/Zip	
State License No.	State Tax No.	City Tax No.	Phone

Contractor			
Address		City/State/Zip	
State License No.	State Tax No.	City Tax No.	Phone

Contractor			
Address		City/State/Zip	
State License No.	State Tax No.	City Tax No.	Phone



Indemnity Agreement

Indemnity agreement made this _____ day of _____, 20____ between _____

_____ (“indemnitor”), of _____ County,
_____ [State], and the City of San Luis, of 1090 E Union St, San Luis, Arizona (“indemnitee”).

In consideration of the issuance of an encroachment permit, and other good and valuable consideration, the parties agree as follows:

SECTION I

LIABILITY, LOSS, OR DAMAGE

Indemnitor undertakes to indemnify indemnitee from all claims, demands, attorney fees, expenses, or liability including but not limited to personal injury and property damage arising out of or related to work performed by the indemnitor under any issued encroachment permit, arising out of the failure on the indemnitor’s part to perform work under the permit, arising from or caused by the structures or encroachments placed in, on, or under the City’s right-of-way. If any claim of such liability is made against the City, its officers, or employees, indemnitor shall defend, indemnify, and hold the City harmless from such claim, including claims alleging the negligence of the City, its officers, and employees. This indemnity agreement shall further include the promise of indemnitor to indemnify and save harmless indemnitee against all loss and damage, including damage to person or property, arising from any act by, or negligence of, indemnitor or its contractors, subcontractors, or the officers, agents, or employees of either while engaged in the performance of the encroachment permit, or while in or about the work site, or arising from accident or any injury to any contractor or any officer, agent, or employee of a subcontractor while engaged in or about the performance of work pursuant to the encroachment permit, or while in or about the work site, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance o work pursuant to the encroachment permit.

SECTION II

DURATION

Indemnity under this agreement shall commence on the date of execution of this agreement and shall continue in full force until two (2) calendar years after the end of the warranty period provided by the encroachment permit regulations of the City of San Luis.

The parties have executed this agreement on the day and year first above written.

Indemnitor with binding authority

City of San Luis “Indemnitee”

By: _____
Print Name

Title

Signature

By: _____
Public Works Director
Approved as to form:
By: _____
City Attorney

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