SANTA CRUZ COUNTY

RIGHT-OF-WAY USE PERMIT APPLICATION

Permit #: _____
Date Issued: _____

APPLICANT
Name: _____
Address: _____
Phone #: _____

CONTRACTOR LICENSE #: _____
Name: _____
Address: _____
Phone #: _____

☐ Commercial ☐ Residential

Road(s) Involved: _____

WORK DESCRIPTION: DRIVEWAY

_____

_____

_____

_____

Start Date: _____ Completion Date: _____
Cost estimate for work to be performed: $ _____
(Provide cost estimate or a Contractor's Bid)

PERMIT CONDITIONS & REQUIREMENTS Right-of-Way use permit conditions are listed on the reverse side of this form. Applicant/Owner is responsible for complying with all.

_____

_____

_____

INSPECTION FEE $70: _____ **TOTAL FEE:** _____
(Inspection required for trenching, paving, and structures in the ROW)

_____ _____
APPLICANT'S SIGNATURE **DATE**

APPROVED BY: _____ **DATE:** _____

THIS PERMIT SHALL BECOME NULL & VOID ON: _____

Public Works Department
275 Rio Rico Drive
Rio Rico, AZ 85648
(520) 375-7830

SANTA CRUZ COUNTY
RIGHT-OF-WAY USE PERMIT APPLICATION

ROW PERMIT CONDITIONS – RESIDENTIAL/COMMERCIAL

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 right-of-way, 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 (MUTCD) 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.

THE FOLLOWING ONLY APPLIES TO COMMERCIAL PERMITS

1. On or before the effective date of this permit the Licensee shall provide the following to the County Engineer:
   a. A cash payment or performance bond in an amount not less than one-half of the cost of the work to be performed pursuant to this Permit as a guarantee that the work will be performed in accordance with the terms and conditions of this Permit, with any other conditions or requirements imposed by the County and in conformance with the plans and specifications as submitted to the County Engineer; and
   b. 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 $2,000,000, 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.
2. 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**: _____

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