



RIGHT-OF-WAY ENCROACHMENT PERMIT

Engineering Department

10860 N. Hideout Trail

Hideout, UT 84036

Phone: (801) 768-9357

gminer@halengineers.com

khopkins@hideoututah.gov

Name of Grantee: _____

Billing Address: _____

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

Email: _____

Contracting Company: _____ State License Number: _____

Name of Project Foreman: _____

Foreman's Email: _____

Office Phone: _____ Cell Phone: _____

Work Location: _____

Subdivision: _____

Purpose of Excavation: _____

Method of Excavation: _____

Proposed Construction Start Date: _____ Time: _____

Estimated Completion Date: _____ Time: _____

CITY OFFICE USE ONLY

Application Date: _____ Date Issued: _____

Permit # _____ Received By: _____

Project Completed Date: _____ Reviewed By: _____

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, utility exhibit plan, Traffic Control Plan and SWPP Plan (if required).

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 the Town.

**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	\$1,600	x	\$3,000	x
Collector Roadway	\$5,000	x	\$6,500	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, contact the Town Engineer.

+

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

**** NOTE ****

GRANTEE 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 Engineering Department, Phone: (801) 768-9357

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 Town Code 8.02.160.

NOTE: Applications may be subject to a waiting period of up to seven (7) business days following submission and signature by the Grantee.

- Submittal of **proof of insurance** and bond is required. See complete Insurance Requirements at Town Code 8.02.160.
- 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 Grantee must **notify the following parties twenty-four (24) hours**, in advance, before any work is started:
 - Hideout Public Works Department – (435) 421-7350
 - Wasatch County Fire District – (435) 940-9636
 - Wasatch County Sheriff Department – (435) 654-1411

- 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 Design Specialist, must be attached.

Grantee is **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, the Town of Hideout 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 Town-owned infrastructure, Grantee or Contractor **must** provide the Town with as-builts. By signing below, I have read and accept the terms of this permit.

Grantee'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 Town 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: _____

**TOWN OF HIDEOUT
RIGHT-OF-WAY ENCROACHMENT PERMIT AGREEMENT**

This Agreement, made and entered into this _____ day of _____, 20____, by and between the Town of Hideout, 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 10860 No. Hideout Trail, Hideout, Utah 84036 ("Town"), and _____ with its principal offices located at _____ ("Grantee").

WITNESSETH:

WHEREAS, the Grantee is desirous of obtaining from the Town 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 Town roads, streets, and rights-of-way ("public ways") within the Town and immediately adjacent thereto for the purpose of _____, and,

WHEREAS, the Town 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 Town 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 Town Engineering Department ("Department") at the time of construction. Following completion of construction the Grantee shall provide to the Town, 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. The grantee shall pay the Town a \$_____ administration permit fee before a permit will be processed; this fee is nonrefundable.

3. Approval of Construction. Grantee shall provide Town 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 Town.

4. Compliance with Town Standard Technical Specifications and Drawings. Grantee shall perform all work in accordance with the Town of Hideout Standard Technical Specifications and Drawings ("Town Standards"). Failure to comply with Town 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, Grantee shall take appropriate steps to minimize interference with or interruption of vehicular traffic. The Grantee shall conform to all traffic control standards of the Town, and shall at all times maintain such watchmen, barricades, lights, or other measures for the protection of traffic as may be required by the Town to warn and safeguard the public against injury or damage during Grantee's construction operations. The grantee shall also submit a formal traffic control plan for approval by the Town as a condition for the issuance of the permit. The traffic control plan must meet MUTCD and Town 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 95 percent of maximum dry density, pursuant to APWA Specification 31 23 26. The method of compaction shall be subject to inspection and approval by the Town. The Grantee 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 Grantee shall restore, at its expense, any pavement removed or damaged pursuant to APWA Plan 255 – "Bituminous Pavement T-Patch", including the underlying materials. Grantee shall also comply with all Town standards. This pavement restoration shall be subject to the inspection and approval of the Town. If weather conditions—as determined by the Town—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 Town—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. Storm Water Pollution Prevention
For sites where disturbance exceeds 1 acre, a Notice of Intent (NOI) must be given to the Utah Division of Water Quality, and Storm Water Pollution Prevention Plan (SWPPP) must be prepared by a Registered SWPPP Writer (RSW) and submitted to the Town with the permit application.
10. Bond. To guarantee the full performance of the conditions and requirements in this Agreement, Grantee shall post a cash or letter of credit bond with the Town in the amount of \$_____. (A cash bond is required if the amount is less than \$25,000.) The amount of the required bond may be increased at the discretion of the Town Engineer 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 Town. The bond also guarantees that the excavated street or public right-of-way is restored or repaired by the Grantee in accordance with Town standards, or, if the repair work is done by the Town, to guarantee reimbursement to the Town 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 Town that such construction work and materials meet Town standards.
11. Default. Grantee shall automatically be considered in default and be held jointly and severally liable if, after receiving notice from Town 10 calendar days' in advance of a deficiency, the Grantee has not remedied the default to Town's satisfaction. In such an event, Town 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 Town 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. Grantee shall be responsible for Town's administrative costs, attorney's fees, court costs, and all expenses associated with the exercise of Town's rights pursuant to this paragraph.
12. Insurance. Prior to entering onto the Public Ways and construction of the Facilities, or exercising any rights under this Agreement, Grantee agrees 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. Grantee shall provide Grantor a Certificate of Insurance, Endorsements, and Policies evidencing same. Also, Grantee agrees 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.

13. Maintenance of Facilities by Grantee. The facilities shall at all times be maintained, repaired, reviewed, and operated by and at the expense of the Grantee in accordance with its standard operating procedures and accepted industry standards. The Town reserves the right, without relieving the Grantee of its obligation hereunder, to reconstruct or to make such repairs to said facilities as it may consider necessary in the event the Grantee fails so to do after reasonable written notification by the Town. Grantee hereby agrees to reimburse the Town for its actual and reasonable costs of such reconstruction or repairs within 30 days of receipt of itemized bill. This remedy shall not affect Town's remedies in paragraph 12 in any way.
14. 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 Town shall have the right to cross said facilities at any point necessary in the future construction and expansion of the Town's roadway or buried infrastructure systems. In such a case, Town shall use due care and diligence in the protection of said facilities; however, Town shall not be responsible for any damage to said facilities and Grantee 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.
15. Non-Exclusive Permit. The rights under this Agreement shall be nonexclusive and the Town reserves, among all other rights, the right to use the public ways for itself or any other entity that the Town grants the right to within the Town. Town will exercise reasonable care, where possible and where the Town has advance notice upon which it can reasonably act, to prevent other uses of the public ways from unreasonably interfering with Grantee's rights as granted herein. Also, Grantee understands and agrees that the Town may require Grantee to exercise its rights under this Agreement in a manner that will not conflict with other uses of the public ways.
16. Town Regulatory Authority. In addition to the provisions herein contained, the Town 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 Town Ordinance. Any additional ordinance or regulation shall supersede any provisions of this Agreement that are in conflict with such ordinance or regulation.
17. Public Utility Easements. Prior to the installation of any of Grantee's facilities in public utility easements, Grantee 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 Grantee will be installing facilities in the public utility easement and shall provide a telephone number where property owners may call Grantee pertaining to any questions or complaints concerning use of the public utility easement by Grantee. Upon commencement of installation of facilities in a public utility easement, Grantee shall proceed diligently to complete that installation. Conduits/facilities shall be buried at a minimum depth of 36 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 Town pipelines resulting from installation or maintenance of the facilities shall be reported immediately to the Town Engineer and repaired immediately by qualified personnel. All work performed in Town rights-of-way, road, trails, parks, property and improvements shall be done in compliance to the Town's most recent standards and specifications.
18. Public Right-of-Way. Prior to the installation of any of Grantee's facilities in the Public Right-of-Way (ROW), Grantee shall provide advance notification to the Town. 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 Grantee will be installing facilities in the public ROW and shall provide a telephone number where the Town may call Grantee pertaining to any questions or complaints concerning work within the ROW by Grantee. Upon commencement of installation of facilities in a public ROW, Grantee shall proceed diligently to complete that installation. Conduits/facilities shall be buried at a minimum depth of 36 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 Town's satisfaction within five business days of receipt of notice from the Town. Damage to Town pipelines, utilities, or other infrastructure resulting from installation or maintenance of the facilities shall be reported immediately to the Town and repaired

immediately by qualified personnel. All work performed in Town rights-of-way, road, trails, parks, property and improvements shall be done in compliance to the Town's most recent standards and specifications.

19. Locating Existing Utilities. Grantee shall be solely responsible for locating all existing utilities prior to commencing work. Grantee 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.
20. Changes Required by Public Improvements. Grantee shall at its expense temporarily disconnect, relocate or remove from the street or other public place any property of Grantee when required by the Town 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 Town elects to change the grade of any street or public way, or to vacate or otherwise alter the same, Grantee shall relocate improvements at its expense.
21. Facilities Not to Be Hazardous or Interfere. All improvements of Grantee 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. Grantee shall keep and maintain all of its property in good condition, order, and repair.
22. No Authority to Trim Trees. Grantee shall not have the authority to trim trees upon and overhanging streets, alleys, sidewalks, and other public places of the Town.
23. Liability. Neither this Agreement nor any supervision or control exercised by the Town, or on its behalf, shall relieve the Grantee of any duty or responsibility to the general public nor relieve said Grantee 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.
24. Indemnification and Release. To the maximum extent allowed by applicable law, Grantee shall indemnify, release, and hold harmless the Town 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 Grantee and its subcontractors, assigns, and successors related in any way to Grantee's, or Grantee's 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 Town. In the event any claims are caused by the joint or concurrent negligence of the Town and Grantee, Grantee shall indemnify the Town in proportion to Grantee's (or its subcontractors, assigns, and successors) own negligence or liability.
25. Agreement Not to Be Assigned. The Grantee shall not assign this agreement or any interest therein without the written consent of the Town.
26. Amendments. No amendment to this Agreement shall be effective until mutually agreed to in writing by the Town and Grantee.
27. Successors and Assigns. All covenants and agreements herein contained shall be binding upon the parties hereto and their successors and assigns.
28. 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 GRANTEE: _____
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: _____

Town of Hideout
c/o Gordon Miner (or current Town Engineer)
10860 No. Hideout Trail
Hideout, UT 84036
gminer@halengineers.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

29. Subject To. This permit is subject to the right of the Town at all times as the Town deems necessary to construct roads, public buildings, sidewalks, parks or to carry out any other Town purpose over the area covered by this permit. In the event that Town 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 Town jurisdiction, so as to necessitate in the reasonable expertise of the Town the relocation of the Grantee's facilities located within such street, roadway, trails, and other property within the Town, the facility relocation costs shall be borne by the Grantee.
30. 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.
31. 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 Grantee 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, Grantee shall have 30 days to remove its facilities, after which ownership of such shall automatically transfer to the ownership of Town.

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:_____

"Town":

Town of Hideout

By: _____

Its: _____