



# Gila County Engineering

745 N. Rose Mofford Way, Globe, Arizona 85501  
 Phone: (928) 425-3231 Fax: (928) 425-8104

OFFICE USE ONLY	
Permit No.	_____
County Road	_____
Permit Fee \$	_____

## APPLICATION FOR RIGHT OF WAY PERMIT

Name of Applicant	Address	Phone
Name of Owner	Address	Phone
Name of Contractor	Address	Phone
Contact Person	Address	Phone
Billing Address		
Nature and Address of Work		
Work to Start On (date)	Completion Date	Expiration Date
<b>Attach Detailed Site Drawing Showing All Dimensions from Right of Way and Existing Improvements.</b>		

**TYPE OF SURFACE** where the cut is to be made is \_\_\_\_\_  
**PURPOSE OF OPENING:** \_\_\_\_\_

**CHARGE:** Enclosed please find my certified check for \_\_\_\_\_ (\$ \_\_\_\_\_ Dollars).

ESTIMATED COST OF LABOR AND MATERIAL TO RESTORE THE COUNTY PROPERTY CUT INTO OR DAMAGED BY THE APPLICANT TO CONDITIONS AS SPECIFIED BY CURRENT RIGHT OF WAY ORDINANCE.  
 \$( \_\_\_\_\_ ) DOLLARS.

**MAINTENANCE BOND:** A maintenance bond will be required on each permit which will be one hundred percent (100%) of the estimated cost of labor and materials to restore the county property cut into or damaged by the applicant to its conditions as stated above which is to remain in effect for a period of one year from the date of completion of the proposed work, said date being established by the Gila County Engineering Department upon notification of completion of said work.

I agree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, existing structures, existing right of way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights in accordance with the manual on Uniform Traffic Control Devices for Streets and Highways required to safely direct traffic over or around the part of the street where the above described work is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or street improvements necessitate and when requested to do so by the Engineering Department.

Final restoration of county property cut into or damaged, including said street and lateral cuts by applicant must be restored to conditions as specified by Right of Way Ordinance within five (5) days after backfilling of cut unless prior approval is acquired from the Engineering Department.



## Gila County Indemnification

Except for Gila County's sole gross negligence, Applicant shall defend, indemnify, save and hold harmless Gila 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 application of this permit. Applicant's duty to defend, indemnify, save and hold harmless the Gila 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 to 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 the Applicant, its officers, officials, employees, members, guests, invitees, participants, agents, vendors, subcontractors or any for whose acts Applicant may be liable. Any insurance, its limits, amount and type required herein required or maintained by Applicant shall in no way be construed as limiting the scope of this indemnity.

### Insurance Requirements

The Applicant's insurance or self-insurance shall be primary and any insurance maintained by Gila County shall not contribute to, or be excess of, the Applicant's insurance or self-insurance. The Applicant's insurance or self-insurance shall contain a waiver of rights of recovery or subrogation against Gila County its officials and employees for any and all claims, damages, losses, liabilities or expenses (including workers' compensation claims) relating to, arising from, resulting from, or alleged to have arisen or resulted from, the application of the right-of-way.

The Applicant shall purchase and maintain general liability insurance of at least \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The general liability insurance shall include coverage for bodily injury, personal injury, broad form property damage, blanket contractual liability, products/completed operations; and shall name Gila County, its officials and employees as additional insured for premises liability and products/completed operations.

### General Requirements

**Gila County Property:** This right-of-way for Gila 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. Applicant shall be responsible for obtaining all necessary rights-of-way, agreements, permits or insurance required by any federal, state, municipal or governmental or private entity.

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

**Damage to Applicant Property:** Gila County shall not be responsible for loss of, damage to, or loss of use of, tangible or intangible property of Applicant, its officers, employees, members, guests, invitees or agents.

**Loss of Privileges:** Loss of privileges, authorization by this right-of-way by Gila County revocation, closure, termination, cancellation or suspension is not compensable to Applicant.

**Transfer:** This Agreement, its requirements, terms and conditions are not transferable.

**Exclusivity:** This Agreement is not exclusive unless otherwise stated in the permit. Gila County reserves the right to use or allow others to use any part of the Gila County right-of-way, property or land pertaining to this Agreement. 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 all lawful purposes.

**Gila County Rules and Regulations:** Upon insurance, this permit authorizes the Applicant's right-of-way subject to the terms and conditions outlined within Gila County rules, regulations, laws, ordinances or the Gila County approved authorization of right-of-way. It is the Applicant's responsibility to be familiar with and to understand all applicable County rules, regulations, laws or ordinances.

**Obligations of the Applicant:** The obligations of the Applicant under this right-of-way are not contingent upon Gila County to inspect the Applicant's equipment, products, services, supplies, materials and operations.

(I) (We) the undersigned, hereby apply for a permit from Gila County for the above. (I) (We) understand and accept the terms and conditions of the Right of Way Ordinance and that the approval of the County must be obtained for issuance of this permit. On completion of the installation, persons doing such work must notify the Gila County Engineering Department that work has been completed and is ready for inspection and acceptance. The applicant shall also comply with the regulations of all other governmental agencies.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

**FOR OFFICE USE ONLY**

In accordance with this application a Utility Permit is granted to \_\_\_\_\_(Public Utility) to place, construct, and "thereafter maintain" on, or across, or under the Right-of-Way of the above described Right-of-Way and in the location as shown by the above application with the following conditions and requirements:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**County Inspection Report Area**

\_\_\_\_\_ Meets Requirements      \_\_\_\_\_ Not Applicable

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_   
Date

\_\_\_\_\_   
Authorized Signature