



TOWN OF CAVE CREEK

37622 North Cave Creek Road
 Cave Creek, Arizona 85331
 (480) 488-6600 (Office)
 (480) 488-0579 (Fax)

ROW PERMIT NUM

ISSUE DATE

EXPIRATION DATE

APPLICATION FOR PERMIT TO PERFORM WORK OR DISPLAY IN PUBLIC RIGHT OF WAY

JOB LOCATION	START DATE	EXPECTED COMPLETION DATE
APPLICANT NAME	ADDRESS	PHONE NO.
CONTRACTOR and LICENSE NO.	ADDRESS	PHONE NO.
Description of Work		

1. This permit is issued for the purpose described in the application and upon the express condition that every agreement and covenant in the application for this permit is faithfully performed. Work or construction shall be performed in accordance with approved plans and the latest MAG Uniform Standards and Specifications for Public Works Construction and any special requirements, all of which are hereby made part of this permit.
2. This permit along with an approved set of plans shall be kept at the jobsite and be available upon request.
3. The Town shall be notified no less than 24 hours before beginning work so inspections can be made. Call (480) 488-6600
4. Blue Stake Center, 811 OR (602) 263-1100 OR www.azbluestake.com shall be notified before digging.
5. Traffic control and barricading plan shall be submitted in accordance with MAG Specifications Section 107.7 and 401 Traffic Control and approved by the Town a minimum of 48 hours prior to any work commencing within the traveled right-of-way.
6. During Construction of this project, the Developer/Contractor shall be required to perform daily clean up, dust control and maintenance of all adjacent (off-site) roadways used during the course of this construction pursuant to MAG Specifications Section 104.1.3.
7. For any permanent Pavement Replacement the Developer/Contractor shall match the existing thickness of asphalt, pavement, and install it over a minimum 12-inch thick concrete slurry, which shall be placed on backfill compacted to 95% density. Call Town Engineer for inspections at (480) 488-6600.
8. Proof of Insurance and or Bonding may be required based on the location and magnitude of the project.

FAILURE OF APPLICANT TO COMPLY WITH CONDITIONS SET FORTH WILL RESULT IN AN IMMEDIATE STOP WORK ORDER BEING ISSUED.

I agree to all conditions set forth on this permit and understand that the work must be done in conformity with applicable laws and specifications stated herein.

Applicant (Print Name)	Signature	Phone	Email
Permit Application Fee (\$300 plus \$50 per affected lot frontage)			\$
Plan Check Fee (\$225 per page for each of the first and second submittals; third submittals \$275 per page).			\$
Inspection Fee (3% of project valuation or \$100 minimum; re-inspection caused by changes in plats or re-inspection of specifications, e.g., failed compaction test, will be charged an additional fee at \$75/hour, \$75 minimum).			\$
		TOTAL	\$

Approved by:

TOWN OF CAVE CREEK

DATE

GENERAL CONDITIONS

1. This permit may be revoked by the Town at any time if work does not conform with the conditions of this permit
2. All work performed under this permit shall be done in accordance with the Maricopa Association of Governments Uniform Standard Specifications (MAG Specifications). Town of Cave Creek Supplement to the MAG Specifications, MAG Uniform Standard Details for Public Works Projects, Uniform Traffic Control Manual, and the Town of Cave Creek Ordinances applicable thereto.
3. One lane of vehicular traffic shall be maintained at all times.
4. No work is to be performed in the right-of-way on weekends, holidays or other than normal working hours without the prior authorization of the inspector and the Town.
5. If the title and possession of any property placed upon the right-of-way by the Permittee remains in said Permittee, the Permittee shall not permit or allow any condition to exist which would be a hazard or source of danger to the traveling public.
6. In the event any property belonging to, or in the area occupied by, such property being used by the Permittee within any portion of the right-of-way interferes with, or it is needed to construct, maintain, reconstruct, improve or relocate any highway, street, road, drainage, or utilities, or structures pertaining thereto, by or for the Town, the Permittee shall at his own expense, relocate, remove, lower or raise such property within a reasonable time, when so notified by the Town.
7. The owner/developer will provide all construction staking.
8. All work done shall be at the sole expense of the Permittee and shall be done at such a time and in such manner as to be least inconvenient to the public, and as directed by the Town. Work must be satisfactorily completed in the time specified under special conditions of the permit.
9. The Town, or Town agent, may require testing of materials placed under this permit and within public right-of-way. Lab testing shall be performed by an approved independent testing lab and paid by the Permittee/Developer/Owner.
10. If the subject of the permit fails to pass final inspection, the Permittee will remove and/or replace the same within such time as specified by written notice from the Town, or if at any other time thereafter, any material used by the Permittee in replacing or reconstructing any part of said improvement proves defective, the Permittee will replace the same with the kind of quality of material which the Town shall specify.
11. Prior to the acceptance of the work and where applicable, the owner/developer shall furnish a reproducible Mylar copy of the approved plan containing a certificate signed by a registered professional engineer or land surveyor that the improvements were constructed in accordance with the approved plan.
12. If the Town provides any services in conjunction with the permit, the Town may require that the Permittee reimburse the Town for the cost of any such service, and for that purpose the Permittee will deposit with the Town a sum of money in the amount necessary to cover all costs incurred by the Town.
13. In the event any property constructed under this permit, and owned by the Permittee, is damaged by future construction and such property is found to be located more than two feet from the location designated on this permit, such repairs shall be made at no cost to the Town.
14. The Permittee agrees to warranty all material and workmanship for one year from the date of acceptance.
15. The Town does not certify or guarantee the design, plans or workmanship.
16. Permittee shall indemnify and hold harmless the Town and any jurisdictional agency issuing permits for any work done pursuant to the Permit to Work in the Public Right-of-Way, its officers, agents and representatives from all suits, including attorney's fees and costs of litigation, actions, loss, damages, expenses, costs or claims, of any character or any nature arising out of the work done in fulfillment of the construction of the improvement contemplated by the Permit to work in the Public Right-of-Way, or on account of any act, claim or amount arising or recovered from the Worker's Compensation Law, or the failure of the Permittee, or those acting under Permittee to conform to any statutes, ordinances, regulation, law or court decree. It is the intent of the parties that the Town shall, in all instances, be indemnified against the liability, losses and damages of any nature whatever for or on account of any injuries to or death of persons, or damages, or to destruction of property belonging to any person arising out of, or in any way connected with, the work performed pursuant to the Permit to Work in a Public Right-of-Way.