



APPLICATION: RIGHT-OF-WAY ENCROACHMENT PERMIT

The following information must accompany this application:

1. Site plan, project description, and/or complete plan sets.
2. MUTCD compliant traffic control plan as necessary.
3. For Major Work only: Evidence of insurance or bond.

PROJECT INFORMATION

Minor work¹ - Work in the right-of-way that does not impact the traveled way:

- Agricultural or residential driveway access
- Landscaping (no fee)
- Fence (no fee)
- Mailbox (no fee)
- Other

Major work² - Work in the right-of-way that impacts the traveled way:

- Any alteration of the roadway surface including rebuilding, widening, resurfacing, or excavation
- Shoulder or drainage work
- Utility Installation
- Other

PROJECT DETAILS: _____

LOCATION: _____

APPROXIMATE START DATE: _____

APPROXIMATE COMPLETION DATE: _____

CONTACT INFORMATION

AGENT: _____

CONTACT #: _____ EMAIL: _____

MAILING ADDRESS: _____

FOR MAJOR WORK: CONTRACTOR INFORMATION

CONTRACTOR: _____

LICENSE #: _____

CONTACT #: _____ EMAIL: _____

MAILING ADDRESS: _____

¹\$40 fee.

²\$1,000 fee. All major work must be completed by a licensed, and insured or bonded contractor. \$500 of the \$1,000 fee will be refunded on Major Work with the satisfactory completion of construction (Engineer approval and compaction test results required to obtain refund)

INSURANCE AND BOND REQUIREMENTS FOR MAJOR WORK

The contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees, or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal. Cache County reserves the right to increase or decrease the required insurance limits depending on the specific scope, nature, and risk of each project.

A. Minimum Limits of Insurance –

Contracting party shall maintain limits not less than:

1. **General Liability:** \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 aggregate. Broad Form Commercial General Liability is required (ISO 1993 or better) to include Products – Comp/OP aggregate of \$3,000,000. Limits apply to this project individually.
2. **Professional Liability (for bonds):** \$1,000,000 per occurrence, \$2,000,000 aggregate coverage is required.
3. **Automobile Liability:** \$1,000,000 per occurrence. “Any Auto” coverage is required.
4. **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 at a minimum of \$1,000,000 per occurrence.
5. **Payment and Performance of Bonds:** If this is a construction contract, Contracting party shall provide payment and performance bonds in a form acceptable to the City and in the full amount of the contract.

B. Deductibles and Self-Insured Retentions –

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Cache County. At the option of Cache County, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Cache County, its officers, officials, and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution, and defense expenses.

C. Notice of Incident or Accident –

Contracting party shall agree to promptly disclose to Cache County, all incidents or occurrences, of injury, and/or property damage covered by the insurance policy or policies.

D. Other Insurance Provisions –

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. Cache County, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contracting party; products and completed operations of the Contracting party; premises owned, leased, hired, or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Cache County, its officers, officials, employees, and volunteers.
- b. The Contracting party's insurance coverage shall be a primary insurance as respects to Cache County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by Cache County, its officers, officials, employees, or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Cache County, its officers, officials, employees, or volunteers.
- d. The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insured's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Cache County.

E. Acceptability of Insurers –

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A.M. Best rating of not less than A-: IX, and in the limits as listed in this document.

F. Verification of Coverage –

Contracting party shall furnish Cache County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate and endorsements are to be on forms acceptable to Cache County before work commences. Cache County reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. Subcontractors –

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.