



**Maricopa County Department of Transportation
Permit for Construction in County Right-of-Way**

Permit No.: TC2018

Issued:

Expires:

Insurance Expires:

Extended:

Completed: _____

Project Name/Title:

APN:

The undersigned herewith makes application for a permit to enter upon and use a portion of the right-of-way of the Public Highway, Street, or Alley located at _____

For the purpose of: _____

FOR AND IN CONSIDERATION of the granting of a permit of license for the purpose set forth herein, licensee hereby agrees, covenants, and binds said licensee to attached conditions hereon, including attached conditions.

IN WITNESS WHEREOF, this application has been duly signed this day of _____

Applicant's Signature

Applicant Name (Please Print)

Applicant:

Org Name:

Address:

Email:

Phone 1:

Phone 2:

Fax:

Owner:

Owner Phone:

Fees:

Amount:

Bond Amount:

0.00

Permit Fee:

\$0.00

Plans Approved by:

Processing

\$0.00

Permit Issued by:

Fee:

Inspector:

Other Fees:

\$0.00

Total Fees:

\$0.00

Construction shall be in accordance with the approved plans, the latest Maricopa County Special Provisions, and the MAG Uniform Standard Specifications and Details, including the MCDOT Supplement thereto, in effect at the time the plans are approved. In the event of a conflict, the order of precedence shall be as listed above. (Listed in descending order.)

Comments:

SWG #3739366 // SEE ATTACHED FOR SIGNATURE // TPC WILL BE REQUIRED

APPROVED BY _____

Signature

Date

Permittee to fax attached "START & COMPLETION NOTICE" to 602-506-1021 a minimum of 48 hours BEFORE start of job, and also when job complete.

A separate Traffic Control Permit is required whenever working within 20 feet of the edge of the travelled way. Traffic Control Plans must be faxed to 602-506-1021 a minimum of 48 hours in advance of job start. Additionally, any CLOSURES must be approved a minimum of fourteen days in advance.

2901 W. Durango St. Phoenix, AZ 85009

Phone (602) 506-7848

FAX (602) 506-4009



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CONDITIONS

1. That the Licensee assumes the responsibility and all liability for any 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.
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 traveling public, and as directed by the agent of the Licensor. Work must be finished in the time specified on permit.
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, 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 Licensee, 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 traveling 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 permit may be revoked by the Licensor and all right there under 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, 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 sewer lines or structures pertaining thereto, by or for the Licensor, said Licensee shall at their own expense relocate, remove, lower, or raise such property, within a reasonable time, when requested to do so by the Licensor in writing.
10. All conditions of the permit shall be in conformity with the latest Maricopa County Resolution for Permits to Work in Dedicated Right-of-Way, including but not limited to the following:
 - a. Cash or a performance bond of a sum equal to not less than on-half of the amount of the cost of the work must be deposited with the County Engineer's office as a guarantee that the work will be completed in accordance with the permit and the County's details and specifications
 - b. A certificate of insurance shall be filed with the County Engineer's office covering Public Liability and Property Damage with the following minimum limits:

\$500,000 - Bodily Injury, per person, per occurrence
\$1,000,000- Bodily Injury, more than one person, per occurrence
\$500,000 - Property Damage, per occurrence

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.

Fifteen day written notice of change or cancellation of the policy shall be served on the County Engineer.
 - c. A copy of the schedule of fees is on file in the Maricopa County Department of Transportation and the Office of the Board of Supervisors.

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SPECIAL CONDITIONS

PERMIT NO. _____
Broadway Road – Litchfield Road to Bullard Avenue
(Goodyear Project No. _____)

The City of Goodyear wishes to begin construction on the Broadway Road project. The City is moving forward with the annexation process, but it is possible that the project will start before annexation is fully complete. The Goodyear City Council is scheduled to approve the annexation on January 14, 2019, after which it will be processed to the Maricopa County Board of Supervisors. Maricopa County has already done a preliminary review of the annexation documents and found them satisfactory. The City will be the ultimate owner and jurisdictional authority of the project.

The Maricopa County Department of Transportation (MCDOT) agrees to issue a permit to the City of Goodyear for the subject project. The permit must be issued to a representative from the City of Goodyear. This set of conditions must be attached to the permit. The permit is subject to the following conditions:

PERMIT CONDITIONS:

1. Maricopa County agrees that the rights granted under this permit allows contractors and their respective sub-contractor retained by the City and/or retained by the adjacent property owner to enter upon and use the right-of-way to construct the improvements as described herein, although the City remains responsible as the Licensee.
2. The City of Goodyear will ensure contractor liability insurance and will have the contractor list Maricopa County as an Additional Insured.
3. Notwithstanding anything to the contrary in this permit, the improvements shall be constructed in accordance with City of Goodyear criteria, not Maricopa County requirements, and the improvement plans shall be reviewed and approved by Goodyear. MCDOT will not be responsible for plan review and approval.
4. The City of Goodyear shall inspect and approve construction. MCDOT will not be responsible for inspection and construction approval.
5. The City of Goodyear shall be responsible for traffic control during construction, and shall notify Maricopa County in ADVANCE of approving any lane closures and/or roadway restrictions. MCDOT will not be responsible for traffic control. If roadway improvements (including permanent traffic elements) or traffic control extends to other Maricopa County roadways beyond the project, the City of Goodyear shall apply to Maricopa County for separate construction and traffic control permits.
6. The City of Goodyear will assume responsibility and liability for the design, construction, inspection, operation, maintenance, and repair for the project roadways, traffic control devices and street lights while the area remains under County jurisdiction, until annexation has been completed.
7. The City of Goodyear shall promptly notify MCDOT in writing, sent to the attention of the MCDOT Permits Manager, of completion of the pending annexation process, or alternatively, of any act or event that impairs or terminates the annexation process. If for any reason the annexation process is terminated and the area remains in the jurisdiction of Maricopa County,

MCDOT may terminate this permit and resume all authority. In the event construction is already complete, the City of Goodyear will continue to operate and maintain the project until ultimate annexation.

8. This permit and all of the rights and obligations thereunder shall terminate upon the completion of the City of Goodyear's annexation of the right-of-way covered by this permit.

Issued by: _____ Date: _____
(MCDOT)

Permittee: _____ Date: _____
(City of Goodyear)