



# CITY OF FULTON, MISSOURI

LOWE CANNELL  
Mayor

18 EAST 4TH STREET, P.O. BOX 130, FULTON, MISSOURI 65251-0130  
Telephone: (573) 592-3111 FAX: (573) 592-3119

## Right of Way Permit Application

Owner (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Plan Engineer: \_\_\_\_\_ Approval Date: \_\_\_\_\_

\* Owner must initial and date all pages of this permit application's general provisions

**Work Location:**

\_\_\_\_\_  
\_\_\_\_\_

**Type of Work:**

Bore       Open Cut       Both

**Description of Work:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

24/7 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**A Deposit of \$150 is required for all Permits before application will be processed (general provisions 1g)**

**Please Call 24 hours before Starting the Job at (573) 220-1035**

**FOR OFFICE USE ONLY:**

Date Issued: \_\_\_/\_\_\_/\_\_\_      Date Expires: \_\_\_/\_\_\_/\_\_\_      Permit No: \_\_\_\_\_

Plan approved (1a)       Status of open items (1b & c)       No outstanding reimbursements (1d)

License and Insurance (1e)       Owner signed & initialed (1f)       Deposit (1g)

Major Installment (If checked a pre-installment meeting and as-built drawings are required (4b & k)

City Inspector Name: \_\_\_\_\_ Phone #: 573-220-1035

City Engineer: \_\_\_\_\_ Utilities Superintendent: \_\_\_\_\_

## Right of Way Permit General Provisions (4/8/16)

1. The permit will be revoked or deemed incomplete and remain unprocessed all together if the following is not provided:
  - (a) A city approved graphical plan scaled no greater than 1 inch equals 100 feet. Include the name(s) and telephone number(s) of the design engineer as well as dimensions of the facility from right of way lines and other utilities on these plans.
  - (b) The written status of open right of way utility relocation or maintenance requests by the city to the owner and contractor. This status report should include a schedule for completing the open request(s).
  - (c) The written status of outstanding punch list items given to the owner and contractor by the city concerning work related to applicable existing right of way permits. This status report should include a schedule for completion.
  - (d) Reimbursement received within 30 days of invoice for work the city chose to complete or, because the owner or contractor has previously failed to restore the public right of way in accordance with the city standards, had to complete .
  - (e) Proof that the owner and the contractor have an up to date business license and proof of insurance (see insurance requirements below in item 5) with the city.
  - (f) The owner signed, initialed and dated all attached pages, and all necessary fields of the permit are complete.
  - (g) The \$150.00 deposit received (see deposit information below in items 4(l) and 7).
2. The signing of this form binds the owner to the terms of this permit. If signed by owner's contractor, the contractor will be held jointly responsible for all the requirements of this permit. Owner or contractor must keep a copy of this permit and its approved plan on the job site at all times.
3. Owner and Contractor agree that construction supervision will be provided by responsible personnel within the owner or contractor's company. Note, the city engineer and the city utilities superintendent will provide daily construction inspection to assure compliance with the permit. If a violation of this permit application is believed to have been committed, a stop work order may be issued.
4. Owner shall provide engineering, planning, and coordinating with their contractor and all concerned parties to ensure the following:
  - (a) All work on city right of way is done in accordance with the city's rules, standard, specifications, guidelines, and the Manual on Uniform Traffic Control Devices (MUTCD Current).
  - (b) The activities are coordinated with the City of Fulton's Engineering Department prior to beginning any work. A pre-installment meeting is required if work is classified as a major installment.
  - (c) A designated point of contact available 24 hours per day, and 7 days per week while the owner or contractor is present on the city right of way and is capable of correcting any deficiencies is provided.
  - (d) A minimum of a 3 foot horizontal and a 1 foot vertical separation from new utilities to all existing city buried utilities is maintained.
  - (e) A maximum bury depth of 6 feet for new utilities is not exceeded unless pre-approved by the City of Fulton.
  - (f) That Missouri One Call System is contacted (1-800-DIG-RITE) for utility locations prior to excavation or underground operations.
  - (g) For trenchless installations like directional boring, all located facilities must be further identified vertically and horizontally by a noninvasive method such as potholing, vacuum, or some other appropriate method once the required lead time for utility locations has expired in accordance with Missouri Statute (RSMO Chapter 319).
  - (h) The city is contacted 48 hours prior to any lane closure or 14 calendar days prior to the imposition of height, width, and weight restrictions. Lane closure dates may be rescheduled and/or land closure times may be shifted to off peak and/or night time hours to minimize traffic backups. Schedule multiple tasks in a single work zone if possible.
  - (i) No advertising signs or display material of an advertising nature is placed on or extend over into the right of way.
  - (j) Before project completion, all disturbed property is restored or replaced to a condition equal to or better than that in existence prior to the beginning of the work and in accordance with the city standards, specifications and guidelines.
  - (k) The city is provided as-built drawings which show the depth and location of installed facilities (every 10 feet) as well as the depth and location of crossed existing utilities upon the completion of work on major installments.
  - (l) The city is notified when the project is complete (before the contractor leaves town). A post drive thru inspection is required with the City Engineer's designated representative. Upon city approval of the work, the \$150.00 deposit will be reimbursed. If punch list items need to be addressed from this inspection, the deposit will be returned after the listed items are successfully addressed.
  - (m) Driveways and/or property entrances disturbed during construction are restored to a usable condition by the end of each city work day. No driveway or improvement constructed on the city right of way shall be altered or relocated without permission of the city engineer or his/her approved representative.

Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

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- (n) Construction material and equipment is only on the right of way during the period of actual construction providing it is not on the roadway shoulders, in the ditch or blocking sight distance and roadway ditches, culverts and other such devices used to carry surface run-off are kept open, free and clear at all times.
  - (o) Implementation and maintenance of erosion control devices necessary to prevent pollution of streams, lakes, ponds and wetlands and to prevent silt from leaving the disturbed right of way location. This includes restoring vegetation with seed and mulch, sodding, or other approved methods, prior to the removal of any and all sediment control devices.
  - (p) Any field deviations from these rules are approved in writing by the city engineer and the city utilities superintendent or their superior.
5. To the extent allowed or imposed by law, the owner and contractor agree to hold harmless the City of Fulton, its officials and employees from liability, judgments, costs, expenses, and claims growing out of any nature whatsoever, to any person or property arising out of performance or non-performance of said work, or existence of said improvements. The owner and contractor shall carry commercial general liability insurance and commercial automobile insurance from a company authorized to issue Insurance in Missouri, and to name the City of Fulton and its employees, as additional named insured in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610 R.S.Mo.

To the fullest extent permitted by law, the contractor agrees to indemnify, defend and hold harmless the city, its officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of the contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of the city or any of its agents or employees.

If the contractor maintains higher limits than the minimums required, the member requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The contractor shall purchase and maintain the following insurance, at the contractor's expense:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the contractor with a combined single limit of \$1,000,000 minimum.
- Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

The contractor shall make the city an additional insured on each policy of insurance that the contractor is required to maintain under the contract documents. Similarly, the contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insureds as required of the contractor. Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations. All completed operations coverages shall be maintained by the contractor and its subcontractors or suppliers for five (5) years following the completion of the Work. Any coverage available to the city as a named insured shall be secondary, so that the coverage to the city as an additional insured on the policies maintained by the contractor and subcontractors is primary. the city reserves the right to selectively trigger any one or more insurance policies that afford the city coverage, whether as a named insured or as an additional insured. the contractor agrees that the city shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that the contractor or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, the contractor shall provide the city certificates of insurance evidencing the required coverages. the city's receipt or review of any certificate of insurance reflecting that the contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any of:

The city's insurance rights under the contract documents, with all such rights being fully and completely reserved by the city.

Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

## Right of Way Permit General Provisions (4/8/16)

No provision of this agreement shall constitute a waiver of the city's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

If the contractor maintains higher limits than the minimums required, the member requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

All costs incurred due to the issuance of this permit shall be borne by the owner or contractor, their successors, and assigns.

6. It is understood that in the granting of this permit the city waives none of its power or rights to direct removal, relocation, and/or proper maintenance in the future of anything within the city right of way, at no cost to the city.
7. The owner's or contractor's deposit may be held until the work has been completed satisfactorily and has been approved by the city engineer or his/her representative. If the owner or contractor does not pick up said deposit before the expiration date occurs, then the deposit will be forfeited to the city.
8. The obtaining of this permit does not relieve the owner and contractor of the responsibility for obtaining all other permits required by this or any other agency having jurisdiction.

Owner Initials \_\_\_\_\_ Date \_\_\_\_\_