

PUBLIC RIGHT-OF-WAY USE INFORMATION

(staff use only) **SEP#**

Work Location (address or intersection)		Applicant Name	
Company Name		Applicant Address:	
Business Mailing Address		Applicant Phone	
		Applicant E-mail Address	
Type of Project: <input type="checkbox"/> Facility <input type="checkbox"/> Streets/ROW <input type="checkbox"/> Pole Attachments <input type="checkbox"/> Substructure	I certify that I have read and examined this application and have completed it with information that I know to be true and correct. I also give permission for City employees to enter the site to perform any necessary inspections.		
	Applicant Signature _____	Date	_____

Project Information

Project Description:

Valuation:

Start Date:

End Date:

EQUIPMENT/MATERIALS/VEHICLES

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> building materials | <input type="checkbox"/> Construction debris | <input type="checkbox"/> sandblasting Rig | <input type="checkbox"/> 10 wheeler (or smaller) |
| <input type="checkbox"/> Equipment | <input type="checkbox"/> Plaster debris | <input type="checkbox"/> Guntie Rig | <input type="checkbox"/> Ready Mix Truck and Pump or |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Tear-off/New Roof Material | <input type="checkbox"/> Plaster Rig | PCC Pump & Pour # of Trucks ____ |
| <input type="checkbox"/> Ladders | <input type="checkbox"/> Dirt Cubic yards _____ | <input type="checkbox"/> Boom Lift | <input type="checkbox"/> Oversize Equipment |
| <input type="checkbox"/> Asphalt | <input type="checkbox"/> Barricade Material | <input type="checkbox"/> Drill Rig | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Dumpster | <input type="checkbox"/> Construction Fence | <input type="checkbox"/> Bobcat | _____ |
| <input type="checkbox"/> Kettle | months ____ Length ____ | <input type="checkbox"/> Backhoe | _____ |
| <input type="checkbox"/> Scissor Lift | <input type="checkbox"/> Loader | <input type="checkbox"/> Forklift | _____ |

AREA OF USE

- Curb lane/sidewalk
- Alley
- Streets through Residential
- Commercial Moving

Note: *NO Parking* signs shall be posted 24 hours in advance for construction projects; all other uses (e.g. commercial moves) require posting 72 hours in advance

Documents Required for ROW Permit Review:

- \$500 Review fee deposit includes \$150 permit fee (due at the time of application submittal)
- Contractors: Valid insurance certificates for General Liability Coverage with a minimum limit of \$1 million (\$2 million for new construction)
- Contractors: Valid insurance certificate for Auto Liability Coverage with a minimum limit of \$1 million.
- Site Plan
- Traffic Control Plan, if applicable
- Performance Bond, as described in RMC 14.06.060(D)
- Indemnification Agreement

Ruston Street Excavation Permit

Indemnification Agreement

In accepting the Permit, the Permittee agrees to protect the Town of Ruston and hold it harmless from all claims, actions or damages of every kind of description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner or installation, maintenance and operation or by the improper occupancy of right of way or public place or public structure, and in case any suit or actions is brought against said Town for damages arising out of or by reason of any of the above causes, the petitioner, his/her successors or assigns will upon notice to him/her or them of commencement of such action, defend the same at his/her or their own sole cost and expense and will satisfy judgment after the said suit or action shall have finally been determined of adverse to the Town.

If the Work done under this Permit interferes with the drainage of the Town roads, or causes damage, the Permittee shall wholly and at his/her own expenses make such provision as the Mayor or his designee may direct to take care of said drainage and/or damage.

The Mayor and/or his designee hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this Permit, at any time. Said change or removal shall be made at the sole expense of the Permittee.

All permitted changes reconstruction or relocation by the Permittee shall be done in such a manner that will cause the least interference with any Town work. The Town shall in no way be held liable for any damage to the Permittee by reason of any such work by the Town, its agents or representatives, or by the exercise of any rights by the Town upon the roads, streets, public places or structures in question.

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The Permit or privilege shall not be deemed or held to be an exclusive one shall not prohibit the Town from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the Town from using any of its roads, streets, or public places, or affect its right to full supervisions and control over all or any part of them, none of which is hereby surrendered.

The Mayor and/or his designee may revoke, annul, change, amend, amplify, or terminate this Permit or any of the conditions herein enumerated if the Permittee fails to comply with any or all of its provisions, requirements and regulations as herein set forth.

In accepting this Permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor shall be at the sole expense of the Permittee.

Applicant Signature

Date

Definitions:

- Permittee The party or parties to whom this permit is issued, or their successors and/or assigns.
- Town The Town of Ruston
- Work The work herein contemplated and approved by this Permit