

GENERAL CONDITIONS

1. That all work performed under this permit shall be done in accordance with the Maricopa Association of Governments Uniform Specifications, City of Glendale Design Guidelines for Site Development, Consistent with AZ811 rules, the permittee is required to ensure that their Blue Staking does not include excessive or oversized markings. The city may require the permit holder to undertake efforts at remediation if necessary. City of Phoenix Traffic Barricade Manual and Chapters 18.5, 19.30, 31, & 33 of the Code of the City of Glendale.
2. That the Permittee assumes the responsibility and all liability for any injury or damage to said right-of-way. or to any person while using said right-of-way in a lawful manner, caused by or arising out of the exercise of this permit.
3. That all work done shall be at the sole expense of the Permitted and shall be done at such time and in such manner as to be least inconvenient to the traveling public, and as directed by the City. Work must be satisfactorily completed in the time specified on the permit.
4. If the subject of this 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 City: or if at any time thereafter, any material used by the Permitted in replacing or reconstructing any part of said right-of-way proves defective, the Permitted will replace the same with the kind and quality of material which the City shall specify.
5. That if the title and possession of any property placed upon the right-of-way by the Permitted remains in said Permitted, the Permitted shall and will promptly perform all necessary repair work upon written notice from the City, 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 the right-of-way or any portion thereof occupied and used by the Permittee may be needed or required by the City, any permit granted in pursuance of this application may be revoked by the City and all rights thereunder terminate, and upon sufficient notice, the Permitted shall remove all property belonging to said Permittee.
7. That in the event that the work to be done under the authority of this permit necessitates the creation of any hazard or source of danger to any person or vehicle using said highway, said Permittee shall provide and maintain at all times during the existence of said hazard, sufficient barriers, danger signals, lanterns, detours, and shall take such other measures or precautions as the City shall direct. Barricading of streets and channelization of traffic shall conform to the provisions of the City of Phoenix Traffic Barricade Manual. All work performed under the authority of this permit shall be done in accordance with the City's manuals applicable thereto.
8. That if the City provides any services in conjunction with this permit. the Permitted will defray any and all expenses incurred by the City, and Permitted herein agrees to reimburse the City and for that purpose will deposit with the City a sum of money in the amount necessary to cover all costs incurred by the City.
9. That in the event any property belonging to or the area occupied by such property being used by the Permittee 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 hereto, by or for the City, the Permitted shall at his own expense, relocate, remove, lower or raise such property within a reasonable time, when so notified by the City.
10. Prior to acceptance of the work and where applicable, the owner/developer shall furnish a reproducible Mylar copy of the approved plan, amended to show actual "asbuilt" conditions and containing a certification by registered professional engineer or land surveyor that the improvements were constructed as shown on the "asbuilt" plan.
11. The Permittee shall provide, at its sole expense, an Owner's and Contractor's Protection (OCP) policy naming the City of Glendale as the insured with general aggregate limits of not less than One Million Dollars per each occurrence. Permitted shall also provide a certificate of insurance showing commercial general liability coverage with limits of not less than One Million Dollars for personal injury or death and not less than \$500,000 for property damage, per each occurrence. The certificate of insurance must show the City of Glendale as an additional insured for all work performed by the Permitted within, or on, City of Glendale right-of-way or property. Claims made policies are not acceptable. The insurance company writing the policy must be licensed by the Arizona Department of Insurance and have a BEST rating of not less than "A". The form of the policy must be acceptable to the City before a permit will be issued. Further, Permittee agrees to indemnify, defend and hold harmless the City of Glendale and its officers and employees from all suits, actions, claims and damages, including attorney's fees and costs, of any character or nature, including personal injury, death or property damage, incurred in whole or in part as a result of any work performed by, or on behalf of Permitted under this permit. It is the intent of the Permitted that it shall indemnify the City in all instances, except for damages resulting from the City's sole negligence, regardless of whether or not the liability, loss or damage is caused by, or alleged to be caused in part by, the negligence, gross negligence or fault of the City.
12. The contractor shall notify the City of Glendale Engineering Inspection Office 48 hours prior to schedule inspection at (623) 980-5130. Any work performed without an inspection is subject to removal at the Permitted/Contractor's expense. Requests for street closures must be made 72 hours in advance to the Traffic Engineering Department at (623) 930-2940.
13. The Permitted is authorized by this permit to work only during the regular work hours for City staff. If the Permitted desires to schedule work at such times other than regular work hours, then the Permitted shall make a written request to the City at least two business days prior to the scheduled overtime. The Permitted shall be responsible for such additional fees as determined by the City for costs incurred as a result of the Permittees overtime work, including costs for engineering, inspections, materials testing, and construction administration. The Permitted Shall acknowledge responsibility for these costs by signing an Authorization to Bill prior to performing overtime work. Any work performed outside the regular work hours of City staff without such Authorization to Bill, shall be subject to removal.
14. Construction start and stop times shall be in according to the City of Glendale Noise Ordinance. From April 15th to October 15th, concrete maybe poured between the hours of 5:00 AM and 7:00 PM. From October 16th to April 14th, concrete may be poured between the hours of 6:00 AM TO 7:00 PM. All other construction or repair work shall not begin prior to 7:00 AM and must stop by 7:00 PM. Written authorization from the City Engineer will be required to work the above stated limits.

CALL 48 HOURS IN ADVANCE FOR INSPECTIONS – 623-980-5130

CALL 72 HOURS IN ADVANCE FOR LANE CLOSURES – 623-930-2940