

GRAHAM COUNTY ENCROACHMENT PERMIT APPLICATION

Application for Permit to work within Graham County Right-Of-Way relating to encroachments located within, under along and upon Graham County Roads. Pursuant to A.R.S. 40-360, 41-283,11-251.

Applicant (owner) Name: _____

Applicant Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: (____) _____ **Fax:** (____) _____

Name of Contractor or person performing work: _____

(Fax Proof of Insurance to 928-428-8031) Insurance must list Graham County as additional insured.

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

Purpose of Permit: _____

Type of work: _____

Location of work: _____

Starting Date: _____ Completion Date: _____

Construction Plans or Sketch and a Traffic Control Plan must be supplied with the Application/Permit.

No Certificate of occupancy will be issued until all driveway permit requirements have been meet and approved.

Note: Applicant **MUST** provide telephone notification to the Graham County Highways Office two (2) working days before actual commencement of work. Telephone notification **MUST** be given upon completion of work including road repairs.

Phone (928) 428-3652. Insurance must list Graham County as additional insured per attached Permits Insurance Matrix. Policy shall contain waiver of subrogation as per Insurance matrix.

I UNDERSTAND AND AGREE TO FOLLOW THE REQUIREMENTS OF THIS PERMIT:

Applicant Signature

Date

Traffic Control Company Representative

Date

PERMIT

THIS PERMIT ISSUED AND APPROVED SUBJECT TO ATTACHED CONDITIONS AND GRAHAM COUNTY RESOLUTION AS AMENDED.

By _____
Graham County Highway Dept.

Date _____

COUNTY ACCEPTANCE

Date Notified _____

Date Completed _____

Signature: _____

**DRIVEWAY PERMIT APPLICATION
TO USE GRAHAM COUNTY ROADS /DEDICATED STREETS
AND TO WORK IN THE COUNTY RIGHT-OF-WAY/ROADWAY**

Application for a permit to enter upon and use a portion of Graham County roads or dedicated streets for installing a driveway, a driveway turnout and/or driveway culvert, as determined by County staff.

LOCATION OF WORK _____
(parcel number and street address, if known)

FOR AND IN CONSIDERATION of granting this permit for the purpose of obtaining access onto a County road or dedicated street the applicant agrees to the following conditions.

CONDITIONS FOR RESIDENTIAL DRIVEWAYS

(to provide access to a single family residence, a duplex, or an apartment building containing five or fewer units)

1. Applicant assumes the responsibility and all liability for any damage to said street/road, or injury to any person while using said street/road in a lawful manner, caused by or arising out of the exercise of this permit.
2. Maintenance of driveway and/or culvert shall be the sole responsibility of the property owner and will in no way be the responsibility of Graham County. All work shall be at the sole cost and expense of the applicant and shall be done at such time and in a manner as to be the least inconvenient to the traveling public. No driveway will be approved that causes a public hazard.
3. All culverts shall be set at the apparent flow line of the ditch. No construction done under this permit shall alter the existing characteristics of the street/roadway or drainage ditch without **PRIOR PERMISSION** from the Graham County.
4. Any and all work performed within a County right-of-way or maintained road shall require a ROW Permit issued by the Graham County Highway Department and shall be subject to whatever conditions and inspections deemed necessary by the County Engineer and or Highway Department.
5. Applicant shall replace all signs and appurtenances moved or damaged during construction and maintain the work area in a clean and orderly condition. Excess excavation, debris, etc. will not be permitted to accumulate on the street/road surface or shoulder areas. The applicant shall put in order the entire work area covered by this permit to the satisfaction of the County.

See the attached Construction Standards sketch for a driveway with turnouts. Driveway turnouts shall be shown on a building permit sketch along with notations indicating surface material type, width and length, and radius shown graphically.

Applicant's Name _____ Phone # _____

(please print)

Mailing Address _____ Signature _____

Official Use Only

Recommendation: _____

Acceptance: _____ Signature: _____ Date: _____



GRAHAM COUNTY HIGHWAY DEPARTMENT

3400 W. 8th Street • THATCHER, ARIZONA 85552

PHONE: (928) 428-3652 • FAX: (928) 428-8031

INSTRUCTIONS AND INFORMATION NEEDED TO PROCESS AN GRAHAM COUNTY ENCROACHMENT PERMIT

To use Graham County Right-of-Way, an Encroachment permit is required. The following instructions will assist you in the completion of your permit application.

- 1. NAME OF ENCROACHMENT OWNER** - Owner of, or person authorized to accept responsibility, during and following construction, of the encroachment.
- 2. ADDRESS OF OWNER** - Where owner or authorized agent resides, and can receive correspondence. The permit applicant receives the copy of the permits. If the owner is not also the applicant and prefers to receive a copy of the permit from Graham County please indicate this when submitting your application. Standard distribution is to send the copy to the applicant who has been authorized to work as an agent on behalf of the owner.
- 3. CITY, STATE, & ZIP CODE** - Of owners address.
- 4. PHONE** - Phone number at which the owner may be contacted during working hours. If contact only after working hours list times available.
- 5. SIGNATURE OF OWNER** - The signature of owner or owners' agent authorized to accept responsibility for owner. If agent signature is used provide documentation of agent authorization signed by owner.
- 6. NAME OF APPLICANT** - Name of individual or firm applying for a permit on behalf of the owner. The applicant should be the individual or firm responsible for design and/or construction operations and accountable for the conditions of the permit. The applicant may be the same as the owner. In that case only enter and sign as owner, the write in "SAME AS OWNER" on the name of applicant line.

If the work under the approved permit is to be awarded by contract, the applicant will be responsible to ensure the conditions of the permit are met by the contractor awarded the work.

- 7. LEGAL RELATIONSHIP TO OWNER** - Contractor, Engineer, Developer or other.
- 8. MAILING ADDRESS** - Applicants address where correspondence is received and/or applicant resides. (Permit, when complete, will be forwarded to the applicant at the address provided.)

- 9. CITY, STATE, ZIP CODE** - Of applicant's address.
- 10. PHONE** - Phone number where the applicant can be reached during working hours.
- 11. SIGNATURE OF APPLICANT** - Authorized agent of the owner, responsible and accountable for the conditions of the permit. Please print name to the right.
- 12. CITY** - City, or closest City, where permit work will be constructed.
- 13. PERMIT NUMBER** - To be completed by Graham County.
- 14. HIGHWAY ROAD NAME & ADDRESS** – 8th Street 3400 etc.
- 15. PROXIMATE FEET FROM NEAREST CROSS ROAD AND IN WHAT DIRECTION.**
- 16. WHICH SIDE OF ROAD OR HIGHWAY (N.S.E.W.)** – Location of the permit work. Is the permit work located on the North, South, East or West side of the Highway? (Please circle)
- 17. PURPOSE** – This section must be a complete description of the work or activity you propose to do or conduct within the Graham County Right-of-Way. Examples are: Construct a 30' Asphalt turnout with 30' radii including fence and gate; install a commercial driveway for Big Burger Foods, 40' Asphalt with 40' radii; install underground utilities, etc.

ENCROACHMENT PERMIT CONDITIONS

1. A certificate of insurance is required by permittee. (See Indemnification section)The policy shall be endorsed to include the following additional insured language and the language must be shown on the certificate of insurance **“Graham County and it’s department, agencies, boards, commissions, and its officers, officials, agents and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the permittee or contractor.” Policy shall contain waiver of subrogation (applicable to all lines of coverage) in favor of Graham County, its agencies, boards commissions, and its officers, officials agents and employees for losses arising from work performed by or on behalf of the Permittee/Contractor.** That the Permittee assumes the responsibility and all liability for injury or damage to said roadway, or to any person while using said roadway, caused by or arising out of the exercise of this permit. Permittee agrees to hold harmless and indemnify Graham County for claims arising out of the work performed under this permit; except such claims arising out of Graham County’s sole negligence.
2. That all work done shall be at the sole cost and expense of the Permittee and shall be done at such time and in such a manner as to be least inconvenient to the general public, and as required by Graham County. Work must be finished in the time specified on permit unless the appropriate renewal fees are paid prior to the expiration date.
3. That when the proposed work is completed, the Permittee 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 or better, so far as the road is affected by the Permit tee.
4. If the subject of the permit fails to pass final inspection, the Permittee will remove or replace the same within such time as specified by written notice from Graham County, or if at any time hereafter, any material used by the Permittee in replacing or reconstructing any part of said roadway proves defective, the Permittee will replace the same with the kind and quality of material which Graham County shall specify.
5. That if the title and possession of any property placed upon the roadway by the Permittee remains in said roadway, the Permittee shall and will promptly perform all necessary repair work upon written notice from Graham County, and will not permit or allow any condition to exist which would be a hazard or source of danger to the general public.
6. That if at any time hereafter the roadway, or any portion thereof occupied and used by the Permittee, may be needed or required by Graham County, any permit granted in pursuance of this application may be revoked by Graham County and all rights thereunder terminated and upon sufficient notice, the Permittee shall and will remove all property belonging to said Permittee.
7. That in the event that the work to be done under the authority of the permit necessitates the creation of any hazard or source of danger to any person or vehicle using said roadway, said Permittee shall and will provide and maintain at all times during the existence of said hazard sufficient barriers, hanger signals, lanterns, detours in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) and Graham County requirements.
8. That if the work to be undertaken is of such a nature or character that Graham County deems it necessary that said work be laid out or inspected by Graham County, said Permittee will defray any and all expenses incurred by Graham County and herein agrees to reimburse Graham County and for that purpose will deposit with Graham County a sum of money in the amount necessary to cover all costs incurred by Graham County.
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 roadway interferes with or is needed to construct, maintain, reconstruct, improve, or relocate any highway, street, road, drainage, or utility lines or structures pertaining thereto, by or for Graham County or the general public, said Permittee shall at his own expense relocate, remove, lower or raise such property, within a reasonable time, when requested to do so by Graham County in writing.

GENERAL OBLIGATIONS AND RESPONSIBILITIES

THE PERMITTEE AGREES TO THE FOLLOWING:

1. The Permittee agrees that in the course of performing any activity for which this Permit is necessary:
 - a. To comply with any and all Environmental Laws;
 - b. To ensure that no activity under this Permit shall cause Graham County to be in violation of any Environmental Laws;
 - c. That if the Permittee fails or refused to comply with any Environmental Laws, or causes Graham County to be in violation of any Environmental Laws, Graham County may at its sole and unreviewable discretion, (1) revoke this Permit; (2) require the Permittee to undertake corrective or remedial action to address any release or threatened release or discharge of the hazardous substance, pollutant or contaminant, water, wastewater or storm water; and (3) expressly consents to entry of injunctive relief to enforce any listed remedies.
 - d. To indemnify Graham County for any losses, damages, expenses, penalties, liabilities or claims of any nature whatsoever suffered by or asserted against Graham County as a direct or indirect result of the disposal, escape, seepage, leakage, spillage, discharge, emission, or release of any hazardous waste, solid waste, hazardous substance, pollutant or contaminant, water, wastewater or storm water and losses, damages, expenses, penalties, liabilities and claims asserted or arising under the Environmental Laws, or for Graham County’s costs in undertaking corrective action pursuant to an order of or settlement with a duly authorized regulatory agency or injured third party or for any penalties associated with Permit tee’s activities;
2. Be responsible for any repair or maintenance of utility failure work including trench backfill and surface treatment to the encroachment for the duration of the encroachment;
3. Obtain written approval from the abutting property owner if the encroachment encroaches on abutting property;
4. Keep a copy of the encroachment permit at the work site or site of encroachment activity;
5. Construct the encroachment according to plans that Graham County approves as part of the final permit;
6. Obtain required permits from other government agencies or political subdivisions;
7. Remove any defective materials, or materials that fail to pass Graham County’s final inspection, and replace with materials Graham County specifies.

I have read and agree to abide by the terms, conditions and limitations listed on page 1 and 2.

Name _____ Signature _____

On Behalf of _____ Date _____

**FOR GRAHAM COUNTY USE
ENCROACHMENT PERMIT**

This application is approved as a permit and a permit is issued to the Permit tee.
Construction is authorized only for the period indicated below:

Graham County Highway Dept.

Issue Date _____ Permit work to completed by _____

ADDITIONAL REQUIREMENTS AND POLICIES ARE:

All permit applications are to be accompanied by three copies of readable sketches, plans, or drawings, shop drawings for gates, cattle guards, utility cabinets/equipment etc. containing the following information:

- A. Description and plat of property giving property lot measurements.
- B. Traffic control plan for installation/construction and/or maintenance of encroachment per current adopted MUTCD (2009), Manual on Uniform Traffic Control.
- C. Show all buildings, etc. on property with distance to highway right-of-way.
- D. Show all dimension measurements, widths, lengths, etc. of proposed construction work, distance between turnouts and driveways. Show distances from side property and right-of-way lines. The location of the facility to be placed in the right of way should be indicated.
- E. Show size, material, etc. of all pipe, water, sewer lines, power line, etc. for any underground facilities, whether for utilities or drainage.



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F. Utility plans should show both horizontal and vertical location of proposed utility. Length of the utility in the ROW, ie 1080' parallel, turns right or left for 7' exit ROW. Distance of offset from ROW to utility centerline, show sidewalks, pathways and distance from these features. Trench detail width, depth, bedding limits, type of conduit, etc. Indicate location and size of poles, cabinets, hand holes, conduits, manholes etc. Show location for boring and receiving pits, size and depth; Directional bore show sending and receiving areas. Minimum cover shall be forty-eight inches unless other wised approved. State size, type and number of conduits, pipe, sleeves, etc. Number of conduits that will be occupied and number that will be empty.

G. All permits which request changing the geometrics of a Graham County Highway as recommended by the traffic analysis must have plans prepared by a registered professional engineer, registered in State of Arizona. Access requests that do not require a traffic analysis may be drawn by a registered engineer; however, it is not a requirement.

H. Permit work that may adversely impact the existing drainage patterns may require a Drainage Impact Analysis. If existing drainage patterns will be altered and an impact to the upstream and/or downstream properties or drainage facilities in eminent, at a minimum the drainage study required for the building permit from the Graham County shall be submitted for review by County Engineer. If a more in-depth Analysis is needed the Permittee will be advised by Graham County and the necessary submittals will be required.

I. When the geometrics of a County highway are changed, the Permittee will submit to Graham County a certificate of compliance, certifying all materials and all work done under the permit was in compliance with the approved plans and all conditions and requirements of the permit. This certificate of compliance will be signed and sealed by a Registered Professional Engineer registered in the State of Arizona.

J. Any excavation within Graham County right of way will require compliance with the Arizona State Historic Preservation Act.

K. The average processing time for a routine encroachment permits (minor utility installations, residential driveways, etc.) is 4 to 6 weeks. Please allow at least three weeks before calling the Graham County office concerning the status of your permit. Permits requiring additional and/or in-depth reviews such as traffic impact assessment, drainage impacts, or right of way as examples, will increase processing time by approximately six to eight weeks. The time involved in evaluating the permits is in most cases relative to the quality of the documentation submitted by the Permittee.

L. When submitting your application please indicate the time needed to do the proposed work. Encroachment permits have a life of 90 days, for construction, however if the Work is of such size additional time is needed, that can be given consideration. When the permit has reached its expiration date and no work has been started the permit will automatically be canceled. If work has been started but not yet completed, an extension of time will be considered after the Permittee notifies the Graham County office in writing as to the reason for the delay and the amount of time needed for completion of work.

M. The Permittee agrees by acceptance of a permit to the specifications and conditions of the approved permit. Additionally, the Permittee agrees to properly maintain any encroachment placed within Graham County Right of Way. This responsibility included removal of snow, ice or debris, repair of surfaces and keeping the encroachment in a safe condition for the general public. The owner of the permit is responsible for future maintenance of the encroachment. If work within the right of way is required to maintain or repair the encroachment a permit will be taken out to do so.

N. Mail all copies of application and attachments to:
Graham County Highway Department
3400 W. 8th Street
Thatcher, AZ 85552

GRAHAM COUNTY DRIVEWAY AND TURNOUT CONSTRUCTION PROCEDURES AND SPECIFICATIONS

- I. All Individual, Companies and Licensed Contractors or their agents must acquire a permit to use Graham County roads/dedicated streets and to work in the County right of way/roadway. Within the County owned or maintained roadways. For roadways with no dedicated right-of-way, the area of jurisdiction shall be described as potential right-of-way as outlined within the Graham County ordinance for that class of road. The County Engineer may designate the right-of-way location. Attempts will be made to maintain centerline of right-of-way equal to section and midsection lines. On site where roadways are offset significantly away from said lines, attempts will be made to utilize centerline of existing roadway as right-of-way centerline.

GENERAL REQUIREMENTS:

- a) This permit approval will be based on the design needs for the current access use. Should this access be used for purposes other than those identified in this permit, or by additional property development by this applicant, it will be the permittees responsibility to conduct the appropriate traffic studies or evaluations and subsequent improvements as requested by Graham County. If the change of use is significant, the property owner may be required to resubmit an application for access, subject to current Graham County Standards.
- b) A complete permit package including specifications, drawings, approved site plans, and traffic control plan SHALL be present at job site during all permitted work activities.
- c) Permittee agrees to comply with ARS 40-360 for underground and overhead facilities. Permittee shall assume full responsibility in acquiring clearances from utility companies and shall be responsible for any damage to utility line. Permittee shall call BLUE STAKE AT 1-800-STAKE-IT two working days prior to any excavation, this is State Law. Please provide your permit # to Blue Stake operator.
- d) Permittee is directed to the Arizona Revised Statutes 41-841 through 846 and 41-861 through 865. For Archaeological Clearance Notification. Violation of A.R.S 41-841 through 845 is a Class 2 misdemeanor. Violation of A.R.S 41-861 through 865 can be classified as either a Class 1 misdemeanor or a Class 5 felony. See Attachment "A".

- e) Permittee shall be responsible to obtain, and to comply with the following permits when applicable: Section 404 permits for the Federal Clean water act. The National Pollution Discharge Elimination System (NPDES). May also have to prepare a (SWPPP) Storm Water Pollution Prevention Plan and (NOI) Notice of Intent through (ADEQ) Arizona Department of Environmental Quality, or Corps of Engineers. Graham County Shall not be responsible for non-compliance.
- f) Commercial and Industrial permits shall require proof of insurance and bonding before construction.

II. CONDITIONS FOR TURNOUTS AND DRIVWAYS:

(For and in consideration of granting this permit for the purpose of obtaining access onto a Graham County road or dedicated street).

- a. **Maintenance of driveway and or culvert shall be sole responsibility of property owner and will in no way be the responsibility of Graham County. All work shall be at the sole cost and expense of applicant and shall be done at such time and in a manner as to be least inconvenient and safety to traveling public. No driveway will be approved that causes a public hazard.**
- b. For Commercial and industrial a traffic study may be required, as will road widening and improvements to accommodate turning lanes as determined by County Engineer.
- c. Approach shall be level or the same minus super as the roadway. Percent of grade from approach to the R/W shall NOT exceed a 6% grade. Natural ground inside and outside the R/W shall be altered in order to comply with 6%; the permittee shall install a slotted drain outside R/W to prevent runoff from entering Graham County R/W.

III. PERMIT SPECIFICATIONS:

- a. **Traffic Control Requirements.** Permittee Shall Submit traffic control plan for approval in accordance with the current 2009 or current edition of the MUTCD Manual on Uniform Traffic Control Devices to Graham County Highway Department prior to any construction. All traffic control must meet or exceed MUTCD.
- b. Existing curb and gutter shall be removed from construction joint to construction joint and replaced with new curb and gutter where applicable.
- c. Where new asphalt concrete meets the existing pavement a saw cut will be made.
- d. Side slopes for turnouts is 6:1, maximum is 4:1 or as approved.
- e. Existing drainage patterns shall not be altered by proposed construction without PRIOR PERMISSION from County Engineer.
- f. It shall be the sole responsibility of the permittee to assure the integrity of existing drainage through the right-of-way during and after construction.
- g. Permittee shall replace all signs and appurtenances moved or damaged during construction and maintain the work area in a clean and orderly condition. Excess excavation, debris, ect. will not be permitted to accumulate on the street or road surface or shoulder areas. The permittee shall put in order the entire work area covered by this permit to the satisfaction of Graham County.
- h. At the discretion of Engineer or designated authority may require a drainage structure or Corrugated Metal Pipe, either coated or high density polyethylene. Installation Refer to MAG Detail 510 section A-A. MAG Uniform standard specifications Part 600. For structures refer to Section 505 of MAG General Conditions, 738 ,753,505. For reinforced concrete box culverts refer to ADOT CBC Manual. MAG 1998 Arizona including revisions through 2018 or revisions thereafter.

- i. Driveway entrances standard specifications shall be as follows: Refer to MAG detail 205, 250. Followed by Minimum paving requirements for driveway area within Graham County Right-of-Way shall Be:

Commercial = one providing access to an office, retail or institutional building or to an apartment building having **more than five** dwellings units.

Driveway width 16' min 40'Max at Graham County discretion. 24' min for two way traffic.

- 1.) 6" Aggregate base and 4" asphalt Concrete.
- 2.) 6' Aggregate base and 6" MAG class A PCCP.

Industrial = one directly serving a substantial number of truck movements to and from loading docks of an industrial facility, warehouse or truck terminal.

Driveway width 16' min 40'Max at Graham County discretion. 24' min for two way traffic.

- 1.) 6" Aggregate base and 4" asphalt Concrete.
- 2.) 6' Aggregate base and 6" MAG class A PCCP.

Residential = one providing access to single family residence, to a duplex, or to apartment building containing five or **fewer** dwelling units.

Major streets 16' min, 30' max

Collector Streets 12' min to 30'max at Graham County discretion.

Local streets 12' min 30'max.

- 1.) 6" Aggregate base and 2" asphalt concrete.
- 2.) 6" Aggregate base and 6" MAG class B PCCP
- 3.) If roadway is dirt or gravel 6" Aggregate base.

Range Access = as determined by Graham County.

- 1.) Natural ground, embankment or aggregate at Graham County discretion.

Width shall be determined by access needs. This type of access may be required by permittee to install cattle guard at Graham County discretion.

- j. Refer to MAG General Conditions and Standard Details 301,310, base material 702-1 for subgrade and base specifications and compaction requirements.
- k. Refer to section MAG 321and 710 for asphaltic concrete.
- l. Refer to section MAG 324 and 725 for Portland concrete paving and curb and gutter.
- m. Cattle guard installed on Graham county maintained roads **SHALL** meet ADOT specification C-11.10 sheets 1-4 and C – 11.20 for drainage

Indemnification

To the fullest extent permitted by law, Permittee (as "Indemnitor") hereby agrees to immediately defend, indemnify, and hold harmless Graham County, and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees, contractors or subcontractors. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law, or arising out of the failure of such Permittee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Permittee from and against any and all claims. Permittee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this permit, the Permittee agrees to waive all rights of subrogation against the County, its departments, agencies, officers, officials, agents, employees and volunteers for losses caused by or arising from the activities authorized by this Permit.

Any insurance, its limits, amount and type required herein to be maintained by the Permittee shall in no way be construed as limiting the scope of this indemnity.

Environmental Indemnification Clause

To the fullest extent permitted by law, Permittee (as "Indemnitor") hereby agrees to immediately defend, indemnify, and hold harmless Graham County and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of investigation and remedial work (including, but not limited to, investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting directly or indirectly from, any Environmental Law, including, but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused as a direct or indirect result of any acts or omissions or Fault of Permittee, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees, regardless of whether or not such Claims are caused in part by a party indemnified hereunder. Permittee shall not be obligated to defend Indemnitee

against any Claims or indemnify Indemnatee for or hold Indemnatee harmless from any Claims incurred by Indemnatee resulting solely from the negligence or willful misconduct of Indemnatee and not in any way resulting from any act or omission or Fault of Permittee or anyone directly or indirectly employed by Permittee or anyone for whose acts Permittee may be liable. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and include, but are not limited to, the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "Fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). The Permittee agrees to waive all rights of subrogation against the County, its departments, agencies, officers, officials, agents, employees and volunteers for losses caused by or arising from the exercise of this permit.

Insurance Requirements Matrix

TYPE OF INSURANCE COVERAGE AND ENDORSEMENTS OR LANGUAGE REQUIRED IN THE CERTIFICATE OF INSURANCE	ENROACHMENT PERMIT MINIMUM LIMITS OF INSURANCE	FILM PERMIT/SPECIAL EVENTS INVOLVING FIREWORKS OR CARNIVAL RIDES MINIMUM LIMITS OF INSURANCE	PARADES ONLY MINIMUM LIMITS OF INSURANCE
Commercial General Liability--Occurrence Form			
Per Occurrence	\$1,000,000	\$5,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$5,000,000	\$2,000,000
Products-Completed Operations Aggregate (for Construction and Some Installation types)	\$1,000,000	\$1,000,000	\$1,000,000
Personal and Advertising Injury	\$1,000,000	\$1,000,000	\$1,000,000
XCU (Explosion, Collapse and Underground Damage)	\$1,000,000	\$1,000,000	\$1,000,000
Fire Legal	\$50,000	\$50,000	\$50,000
<p>A certificate of insurance is required by permittee. The policy shall be endorsed to include the following additional insured language and the language must be shown on the certificate of insurance: "Graham County and its departments, agencies, officers, officials, agents, employees and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the permittee or contractor." Policy shall contain waiver of subrogation (applicable to all lines of coverage) in favor of Graham County its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Permittee/Contractor. Permittee/Contractor's subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.</p> <p>The Permittee assumes the responsibility and all liability for injury or damage to said roadway, or to any person while using said roadway, caused by or arising out of the exercise of this permit. Permittee agrees to hold harmless and indemnify Graham County for claims arising out of the work performed under this permit; except such claims arising out of Graham County's sole negligence.</p>			
Business Automobile Liability--Combined Single Limit (CSL)			
Any owned, hired, and non- owned autos used in performance of this Permit	\$1,000,000	\$1,000,000	\$1,000,000
<p>The policy shall contain, or be endorsed to contain, "Graham County and its departments, agencies, officers, officials, agents, employees and volunteers shall be named as additional insured with respect to liability arising out of the activities performed</p>			

by or on behalf of the permittee or contractor, including automobiles owned, leased, hired or borrowed by the Permittee/Contractor.”

Permittee/Contractor's subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

Workers' Compensation/Employer's Liability

Workers' Compensation	Statutory	Statutory	Statutory
Employer's Liability-Each Accident	\$1,00,000	\$1,000,000	\$1,000,000
Employer's Liability-Disease-Each Employee	\$1,000,000	\$1,000,000	\$1,000,000
Employer's Liability-Disease-Policy Limit	\$1,000,000	\$1,000,000	\$1,000,000

Policy shall contain a **waiver of subrogation** endorsement, as required by this written contract, in favor of the County of Graham County, and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Contractor's subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

The Permittee's insurance or self-insurance shall be primary and any insurance maintained by the County shall not contribute to, or be excess of, the Permittee's insurance or self-insurance. Permittee and Contractor agree to provide Graham County with certificate(s) of insurance consistent with the requirements stated in the Graham County Permit Insurance Matrix to include naming Graham County as an Additional Insured with respects to General Liability and Automobile Liability and provide a Waiver of Subrogation endorsement in favor of the Graham County for all insurance coverages. The required insurance shall be kept in force by the Permittee and its contractors/subcontractors for the term of the permit and shall not expire, be cancelled or materially changed to affect coverage available to the Graham County without thirty (30) days written notice to Graham County. Automobile and Workers' Compensation coverage requirements are dependent upon the use of employees and autos for the encroachment activity. Please refer to the Graham County Permit Insurance Matrix to determine requirements for coverage, limits, language and other insurance related items specific to each permit. Permittee agrees to maintain and make available to Graham County all contractors/subcontractors' certificates upon demand. Graham County reserves the right to require an increase or allow a decrease in insurance limits or coverage based on the risks and financial exposure arising out of the event or activity proposed in the permit application. The Encroachment Permit is issued upon the expressed condition that Graham County does not protect or insure against loss of personal property or improvements owned by Permittee.

General Requirements

In addition to the above indemnification and insurance requirements, you may wish to include elsewhere in your right-of-way agreements or permits:

County Property: This right-of-way is for County property and shall not be construed as an authorization for use of adjacent private or public property, grounds or land or any other area where a separate right-of-way, agreement or permit may be required. Applicant shall be responsible for obtaining all necessary rights-of-way, agreements, permits or insurance required by any federal, state, municipal or other governmental or private entity.

Damage to County Property: Applicant will promptly compensate or reimburse County the full amount of any damage to, or loss of use of, County buildings, facilities, grounds, lands, water or property caused by Applicant, its officers, officials, employees, members, guests, invitees, or agents. Compensation or reimbursement to the County shall also include, but not be limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.

Damage to Applicant Property: The County shall not be responsible for loss of, damage to, or loss of use of, tangible or intangible property of Applicant, its officers, officials, employees, members, guests, invitees or agents.

Loss of Privileges: Loss of privileges authorized by this right-of-way by County revocation, closure, termination, cancellation or suspension is not compensable to the Applicant.

Transfer: This Agreement, its requirements, terms and conditions are not transferable.

Exclusivity: This Agreement is not exclusive unless otherwise stated in the Agreement. The County reserves the right to use or allow others to use any part the County right-of-way, property or land pertaining to this Agreement. The Applicant agrees to allow others of the public free and unrestricted access to, and use of, the County right-of-way, property or land at all times for all lawful purposes.

County Rules and Regulations: Upon issuance, this Agreement authorizes the Applicant's right-of-way subject to the terms and conditions outlined within County rules, regulations, laws, ordinances or the County approved authorization of right-of-way. It is the Applicant's responsibility to be familiar with and to understand all applicable County rules, regulations, laws, or ordinances.

Obligations of the Applicant: The obligations of the Applicant under this right-of-way are not contingent upon the County to inspect the Applicant's right-of-way.

SPECIFICATIONS FOR PERMIT NUMBER

Attachment “A”

Archaeological Clearance Notification

Cultural survey specifications and responsibilities:

In accordance with the Arizona State Historic Preservation Act, Graham County must consider the effects of its actions, including the issuance of permits, on historic properties. It is the Permittee’s responsibility to obtain documents indicating that the proposed permit would not affect historic properties or, if it would affect such properties, to provide documentation attesting to the mitigation of those effects, prior to beginning excavation work within Graham County owned Rights of Ways. Such documentation may include concurrence on the effect from the State Historic Preservation Office or a data recovery plan approved by the Arizona State Museum (in the case of mitigate data recovery).

Archaeological Features:

The attention of the Permittee is directed to the Arizona Revised Statutes §41-841 through 846 and §41-861 through 865. Violation of A.R.S §41-841 through 845 is a Class 2 misdemeanor. Violation of A.R.S. §41-861 through 865 can be classified as either a Class 1 misdemeanor or a Class 5 felony..

Section 6(a) of the Federal Archaeological Resources Protection Act of 1979 specifies that no person may excavate, remove, damage or otherwise alter or deface any archaeological resource located on public (Federal) lands or Indian lands unless such activity is pursuant to a permit issued under Section 4 of the Act. Violations of this act are considered a felony, and are punishable by fine and imprisonment.

Although the permittee will be responsible to make every effort prior to construction to identify all cultural resources in a permit area, previously unidentified archaeological materials could be found during the construction of the permit. When historic or archaeological features are encountered or discovered during any activity related to construction of the permit, the permittee shall stop work immediately at that location, and shall take all reasonable steps to secure the preservation of those features.

The permittee shall immediately contact Arizona State Museum Permits Office that issued the permit and make arrangements for the proper treatment of such resources. The permittee shall not resume work until he/she is so directed by the Graham County.

41-841. Archaeological and vertebrate paleontological discoveries

A. On lands owned or controlled by this state or any agency of this state a person shall not knowingly excavate in or upon any historic or prehistoric ruin, burial ground, archaeological or vertebrate paleontological site, or site including fossilized footprints, inscriptions made by human agency or any other archaeological, paleontological or historical feature, except when acting as a duly authorized agent of an institution or corporation referred to in section 41-842.

B. On lands owned or controlled by this state or any agency of this state a person shall not knowingly collect any archaeological specimen or vertebrate paleontological specimen without obtaining a permit authorizing the activity as provided under section 41-842. For the purpose of this subsection, "archaeological specimen" means any item resulting from past human life or activities which is at least one hundred years old including petroglyphs, pictographs, paintings, pottery, tools, ornaments, jewelry, textiles, ceremonial objects, weapons, armaments, vessels, ships, vehicles and human skeletal remains. Archaeological specimen does not include arrowheads, coins or bottles.