



CARSON CITY NEVADA
Consolidated Municipality and State Capital
PUBLIC WORKS

Right-Of-Way Encroachment Agreement

For any City Permit that requires encroachment into City right-of-way, this agreement must be executed and submitted prior to issuance of the permit.

A copy of this agreement must be available at the job site.

For the purpose of this agreement, "Contractor" means the contractor of record for the permit or permits which include work in the right-of-way.

Unless otherwise approved by the City "Working Hours" shall be considered to be 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding City observed holidays.

The Contractor shall conduct their traffic control operations as to offer the least possible obstruction and inconvenience to the general public, including the residents, businesses and any other contractors working in the vicinity of the Work, and shall have under construction no greater length or amount of work than can be prosecuted properly in the defined period with due regard to the rights of the public. Convenient access to driveways, houses, and buildings along the line of work shall be maintained, and temporary crossings shall be provided and maintained in good condition. Traffic shall not be prevented from accessing business. Maintain a minimum of one (1) access to each property at all times. Business Access signs shall be used to direct business traffic. Not more than one (1) crossing or intersecting street or road shall be closed at any one time. Safe access must be maintained for vehicular and multi-modal traffic, such as pedestrians and bikes, through or around the work area at all times.

The Contractor shall insure that when installing aerial and underground electrical or communication lines, the clearances and method of construction shall be in accordance with the safety rules for the installation and maintenance of electrical supply and communication lines as set forth in the National Electrical Safety Code, and the City codes, rules and regulations.

Direct access shall be provided at all times to fire stations, fire hydrants, hospitals, police stations and at all other agencies or services where emergencies may require immediate access to the same. Direct access shall be provided to schools at all times when school is in session. The City will assist in coordination with emergency service providers and the school district when construction operations necessitate a temporary closure.

By Tuesday, the week prior to road planned traffic control operations, at noon traffic control requests must be submitted to Development engineering to engineering@carson.org.

Temporary paving replacement in front of business establishments shall be placed immediately following backfill and shall remain in place until the condition of the backfill is suitable for permanent pavement replacement.



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No streets or roads shall be blocked or made inaccessible, due to the Contractor's work, without approval of the City.

Contractor agrees to indemnify, defend and save harmless the City of Carson City and its officers, agents, and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to the City of Carson City, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act or omission of the permit holder, or its contractors, agents, or the employees of any one or all of them, or by the officers, agents, or employees of the City of Carson City, unless it is established by the permit holder that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the City of Carson City. Costs and expenses will include but are not limited to, the amount of the judgment, court costs, litigation expenses, expert witness fees, and reasonable attorney fees.

Contractor shall provide General Liability insurance in the amount of \$1,000,000 per occurrence and shall name the City of Carson City, its agents, officers, and employees as additionally insured. Certificate of insurance must be provided from insurance provider with an AM best rating, admitted to do business in the State of Nevada. Insurance must be maintained during the life of the permit. Proof of insurance must be provided with this executed agreement in Appendix A before a permit will be issued which includes work in the City right-of-way.

No open excavations shall be allowed during non-working hours. Excavations shall be backfilled to grade, and in paved areas temporarily paving shall be placed level with the adjacent pavement. Steel plates may not be allowed outside of working hours or during the temporary suspension of work from November 1st to March 31st. Steel plates may be used with prior approval from the City Engineer or designated authority from April 1st thru October 31st.

No material or equipment shall be stored or parked where it will interfere with the free and safe passage of public traffic. At the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove all materials, equipment, and other obstructions from the public right-of-way; this excludes approved lane closures where equipment is stored in cordoned off traffic control areas or as approved by the City Engineer or designated authority.



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All Traffic control shall be in accordance with the MUTCD. The Contractor shall provide and maintain traffic control devices such as signs, warning lights, reflectors, barriers, fences, flaggers, steel plates, barricades, light signs and other necessary safety devices and measures on all sides of the construction zone. The number, size, message and spacing of all traffic control devices shall be governed by the Traffic Control Plans, local ordinance, or permit requirements.

Traffic control plans must be stamped by an American Traffic Safety Services Association (ATSSA) certified Traffic Control Supervisor (TCS) or a Professional Traffic Operations Engineer (PTOE).

All Traffic Control Plans must be per the provisions of the MUTCD and any permit conditions. The Traffic Control Supervisor shall be available to be contacted by the City Engineer or designated authority twenty-four (24) hours per day for the duration of the Contract. The Traffic Control supervisor must be certified as a worksite traffic supervisor by ATSSA. As a minimum, the Traffic Control Supervisor shall check all traffic control devices at the start, mid-day, and end of each workday and at least once on every non-working day.

Flaggers shall possess a valid flagger card attesting that they have satisfactorily completed an instructional course in flagger procedures conducted by ATTSA, NDOT, or some other approved course given by another entity of government within the State of Nevada.

Traffic control plans must be submitted for review 14 days prior to the planned implementation of the traffic control operation for review.

A copy of the Traffic Control Plan shall be available at the jobsite at all times during construction.

The Contractor shall maintain two-way traffic during construction, unless approved by the City Engineer or designated authority.

Partial closure of a roadway may be approved with submission of a Traffic Control Plan. Flaggers will be required, and traffic cannot be stopped for more than 10 minutes, and total delay cannot exceed 15 minutes. All lanes will need to be opened to traffic during non-working hours.



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Any full road closures will not be allowed without pre-approval from the City Engineer or designated authority. Additional notifications and conditions may be required.

Contractor must always maintain bus route access unless approved by the City Engineer or designated authority. Any bus route interruptions shall be noted on the traffic control plans by highlighting any impacts to bus stop accessibility or bus routing. Contractor shall notify the Jump Around Carson Dispatch at JAC@carson.org a minimum of twenty-four (24) hours in advance of any route interruptions. The City will be responsible for the noticing of bus stop closures and route changes, if approved.

Pedestrian and bicycle traffic patterns shall be preserved as much as possible during construction. Any proposed sidewalk or bike lane closures shall be included with the Contractor's traffic control plan submittals and shall include appropriate detour signage to review and acceptance by the City Engineer or designated authority. Advanced warning/detour signs shall be placed to notify pedestrian and bicycle traffic of any closure and to avoid all possible situations that may require individuals to turn around to avoid the closure.

All pedestrian detour routes shall be ADA compliant to the extent practicable. Pedestrian detour route accessibility shall be at least equal to or greater than the closed route. The use of physical barriers, temporary ramps, or other similar features may be required.

Traffic control devices may not be set up until 7:00 am and must be removed from the roadway no later than 5:00 pm, Monday thru Friday. Work may be allowed during nighttime hours in non-residential areas with approval from the City Engineer or designated authority. More restrictive hours may be required to ensure safety and to minimize traffic delay during peak travel demand periods. Lane and road closures are not allowed on weekends, holidays, or when in conflict with special events without pre-approval from the City Engineer or designated authority. The roadway must be fully open during non-working hours.

The Contractor shall not cut, trim, mutilate, remove or disturb in any manner, brush, shrubs, trees, or other flora now located within the street right-of-way, and/or planting easements, or which hereafter may be planted or grown therein, except as approved by the City.

Construction grading shall be performed by the Contractor in such a manner that the



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roadway drainage ditch or any natural water course which feeds existing drainage facilities will not be blocked or the free flow hindered at any time. Should the necessity arise to accommodate drainage water, culvert pipe of the size and length and at the location prescribed by the City shall be installed by the Contractor.

Contractor shall replace all removed paving within two (2) days after completion of work. In the event of settlement in the area of the patched surface, the City may require the Contractor to repatch the disturbed area after the settlement has occurred to correct the deficiency. Failure by the Contractor to so perform will result in the City making the necessary replacements and repairs, in which case, the Contractor shall be assessed the actual cost of such work.

Any street or highway appurtenances, including fences, disturbed or destroyed by reason of the work shall be restored to equal or better conditions by Contractor. The entire work area within the right-of-way shall be cleared of construction debris and restored to its original condition prior to acceptance of the work by the City.

Any permanent survey or right-of-way marker or monument disturbed or obliterated in construction of the encroachment must be permanently reestablished by a registered land surveyor.

Any facility erected or installed in the exercise of the privilege granted remains subject to relocation or removal under the encroachment provisions of paragraphs 3 and 4 of Nevada Revised Statutes 408.210.

The Contractor, prior to making any changes from the approved plans and/or method, must obtain prior written approval from the City for said change. A revision may be required to be submitted and approved prior to making a change.

The Contractor shall, within thirty (30) days after the date of completion, submit "as built" drawings delineating any changes to the design.

Contractor agrees that if the work contemplated by this agreement has not been accomplished in conformity with the approved plans, or not pursued to completion in a manner consistent with good engineering practices or if circumstances dictate changes be made, the City may: (a) require the Contractor to adjust or reconstruct all or part of the project as the City directs at no cost to the City, or (b) cause the work to be done and assess the Contractor all costs attributable to such adjustment or reconstruction.



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Contractor may not transfer, convey, or assign this agreement, nor any privilege or responsibility contained herein pertaining to actual work to be accomplished with the right-of-way without prior written approval of the City. Contractor will insure, however, that his continuing responsibility for the upkeep and repair of any facility erected or installed in connection with this agreement will be transferred to his successors in interest or assigns, should this agreement be approved.

Contractor hereby warrants the materials and workmanship of construction within the right-of-way for 1 year after final inspections are approved. The contractor further agrees that the City may require the Contractor to replaced failing improvements. If the Contractor is unable to perform the necessary replacement in a timely manner, the City will cause the improvements to be replaced and will charge any expenses against the Contractor's general bond with the City.

The Contractor agrees to request all inspections deemed necessary by the City's inspectors and those listed in the Permit online. In the event that the Contractor fails to request inspections the City may, at its discretion, require the Contractor to expose uninspected work so that inspections may be performed.

By signing this agreement, you certify that you will be the contractor of record for the below permit(s), and that you agree to all of the above terms and conditions.

Signature: _____ Date: _____

Print Name: _____

Company: _____

Permit Number(s): _____



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Appendix A:

Certificate of Insurance with Carson City Listed
As Additional Insured