



SPECIAL USE PERMIT

All work, which results in a physical disturbance of the public right-of-way shall require a Special Use Permit. This requirement includes, but is not limited to, all excavations and installations relating to conduit, poles, wires, mains, pipes, valves, conductors, sewers, drains, driveways, trees, and sidewalks. A Special Use Permit is not required for opening and/or inspection of manholes, vaults, and other structures, maintenance of lighting fixtures, or driveway maintenance. The installation of a lawn irrigation system in the public right of way does require a Special Use Permit – there is no application fee or escrow but the applicant must submit the required Hold Harmless Agreement.

Please note that these Special Use Permit Instructions are intended to assist an applicant through the permitting process. They do not supersede or replace any requirements contained within Chapter 505 of the City of Chesterfield Municipal Code, City restoration details, or any other specification or City Policy related hereto.

APPLICATION INSTRUCTIONS

- A. In order to obtain a Special Use Permit an applicant or agency must be a Registered Right-of-Way User. This requires a submittal to the Director of Public Works. There is no cost to register as a Right-of-Way User. A contractor working on behalf of a resident abutting the right-of-way does not need to register as a Right-of-Way User and can be granted a Special Use Permit.
- B. A Registered Right-of-Way User can obtain a Special Use Permit by completing the Application, paying the required fee, and depositing the necessary Escrow or Surety. Please note that any subcontractors working on the project must be listed within the application and must provide the required Certificate of Insurance and Indemnification Form.
- C. A **Certificate of Insurance** must be submitted with the application if one is not already on file with the City. Insurance must be for the life of the permit. A sample certificate with required coverage limits is attached. Contractors must provide an original completed Certificate with the producer, the name of the insured, the effective dates of coverage, an NAIC policy number, and an authorized signature. The description field shall state the following:

Project: City of Chesterfield, Special Use Permit

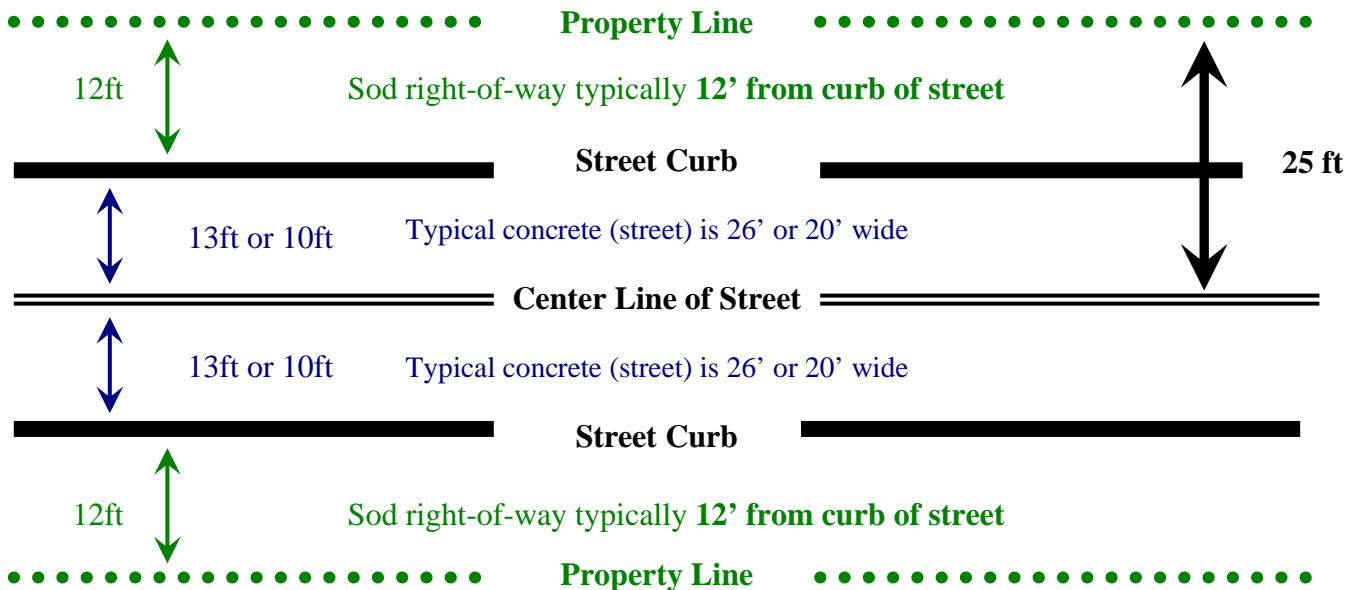
The City of Chesterfield, its officers, officials, employees and agents must be added as an additional insured for general liability, automobile liability and umbrella liability policies. Coverage under such policies shall be primary and non-contributory coverage with the Additional Insured's coverage being excess and shall include Completed Operations coverage. Certificates evidencing such insurance must be furnished to the City prior to issuance of the permit.

- D. Prior to the issuance of a Special Use Permit a **Permit Fee** shall be provided in an amount set by the Director of Public Works. Permit fees will generally be in accordance with the attached Fee Schedule set by the Director of Public Works. Permit fees are non-refundable.
- E. Prior to the issuance of a Special User Permit, a **Cash Escrow** shall be provided in an amount set by the Director of Public Works. Escrows will generally be in accordance with the Escrow Schedule set by the Director of Public Works. Escrow funds will be used, if necessary, to restore the right-of-way in accordance with Section 505.080(5). Any unused Escrow will be returned to the applicant one year after work is completed.
- F. Registered Right-of-Way Users may elect to provide an annual **Surety Bond** in lieu of a Cash Escrow. Any Registered Right-of-Way User desirous of utilizing an annual Surety Bond should contact the Director of Public Works so an amount can be set. The minimum Surety Bond permitted is \$25,000. A standard Surety Bond form is attached and must be utilized.

- G.** Approximately 300 days after work is completed, the project area will be inspected by the City of Chesterfield. If the area has been restored successfully, the Cash Escrow will be returned. In the case of an annual Surety, the applicant will simply be notified that the work has successfully been completed and the permit is closed.
- If the area has not been properly restored, the applicant will be notified that they have 30 days to rectify any deficiencies. If the deficiencies are not rectified within 30 days, the City will use the escrow funds or notify the surety and complete the work in accordance with Section 505.100.
- H.** If the proposed work will impact any driving lanes, the Applicant must submit a **Traffic Control Plan** with the application. **This plan shall be in conformance with the latest version of Part VI of the Manual of Uniform Traffic Control Devices (MUTCD).**
- I. UTILITY LOCATES ARE THE RESPONSIBILITY OF THE APPLICANT. THE APPLICANT MUST CONTACT MISSOURI ONE CALL PRIOR TO DIGGING IN ACCORANCE WITH MISSOURI LAW.**
- J.** The applicant is **prohibited** from placing backfill or installing sidewalks, concrete pavement or driveway aprons without authorization from a City Inspector. **The Department of Public Works must be notified a minimum of 24 hours prior to commencement of work at 636-537-4762 or SUP@chesterfield.mo.us.**
- K.** Any excavation within the public right of way under pavement must be backfilled with compacted rock in accordance with County Specification 726.6.3 and in such a manner that settlement will not occur. Clean rock may be permitted in certain applications with written permission from the Director of Public Works.

Please see the City restoration specifications and details regarding street restoration in concrete or asphalt. All areas outside pavement within the right-of-way shall be restored with sod. If sidewalk within right of way is disturbed it shall be replaced with standard concrete with a broom finish.

Typical Right-of-Way

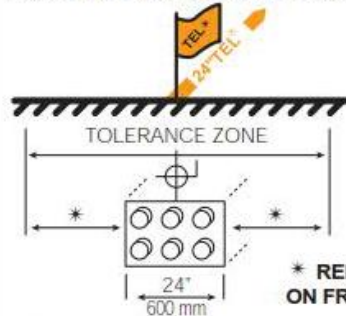


APWA UNIFORM COLOR CODE

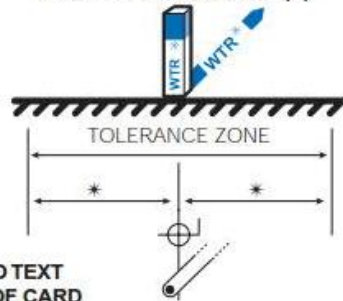
	WHITE - Proposed Excavation
	PINK - Temporary Survey Markings
	RED - Electric Power Lines, Cables, Conduit and Lighting Cables
	YELLOW - Gas, Oil, Steam, Petroleum or Gaseous Materials
	ORANGE - Communication, Alarm or Signal Lines, Cables or Conduit
	BLUE - Potable Water
	PURPLE - Reclaimed Water, Irrigation and Slurry Lines
	GREEN - Sewers and Drain Lines

TYPICAL MARKING

LARGE PIPE OR MULTIPLE DUCTS



SMALL PIPE OR CABLE(S)



City of Chesterfield
Department of Public Services



GUIDELINES FOR UNIFORM TEMPORARY MARKING OF UNDERGROUND FACILITIES

This marking guide provides for universal use and understanding of the temporary marking of subsurface facilities to prevent accidents and damage or service interruption by contractors, excavators, utility companies, municipalities or any others working on or near underground facilities.

ONE-CALL SYSTEMS

The One-Call damage prevention system shall be contacted prior to excavation.

PROPOSED EXCAVATION

Use white marks to show the location, route or boundary of proposed excavation. Surface marks on roadways do not exceed 1.5" by 18" (40 mm by 450 mm). The facility color and facility owner identity may be added to white flags or stakes.

USE OF TEMPORARY MARKING

Use color-coded surface marks (i.e., paint or chalk) to indicate the location or route of active and out-of-service buried lines. To increase visibility, color coded vertical markers (i.e., stakes or flags) should supplement surface marks. Marks and markers indicate the name, initials or logo of the company that owns or operates the line, and width of the facility if it is greater than 2" (50 mm). Marks placed by other than line owner/operator or its agent indicate the identity of the designating firm. Multiple lines in joint trench are marked in tandem. If the surface over the buried line is to be removed, supplementary offset markings are used. Offset markings are on a uniform alignment and clearly indicate the actual facility is a specific distance away.

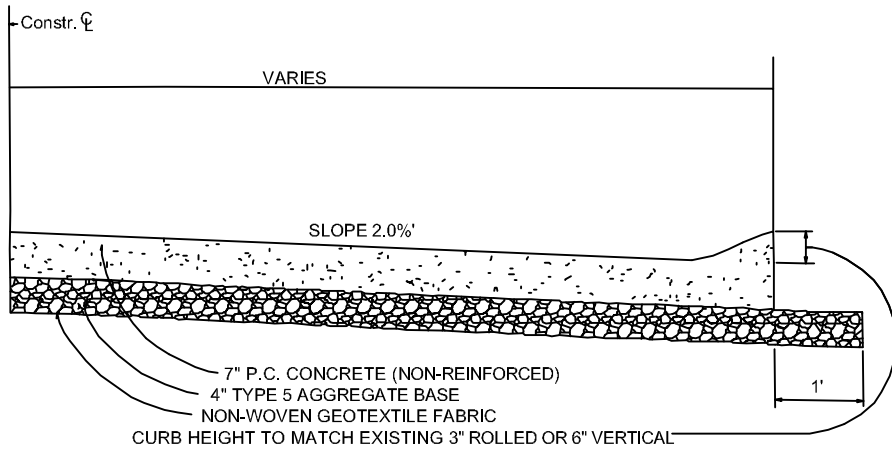
TOLERANCE ZONE

Any excavation within the tolerance zone is performed with non-powered hand tools or non-invasive method until the marked facility is exposed. The width of the tolerance zone may be specified in law or code. If not, a tolerance zone including the width of the facility plus 18" (450 mm) measured horizontally from each side of the facility is recommended.

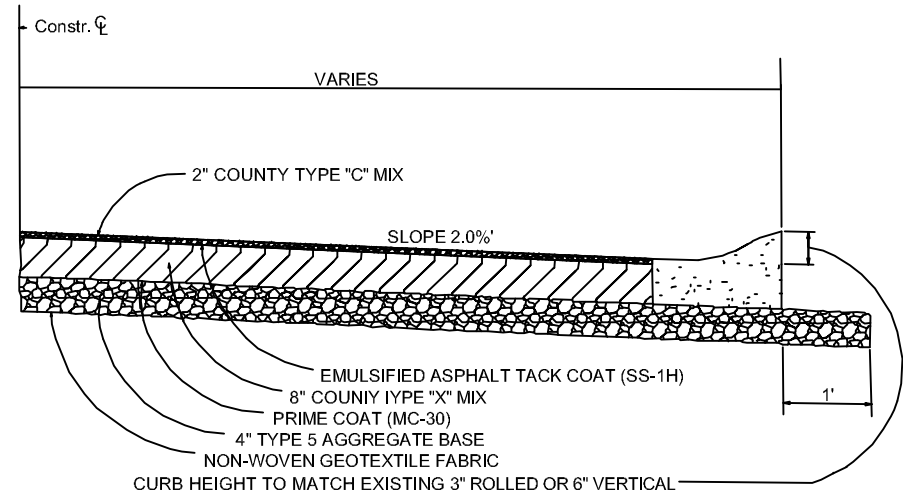
ADOPT UNIFORM COLOR CODE

The American Public Works Association encourages public agencies, utilities, contractors, other associations, manufacturers and all others involved in excavation to adopt the APWA Uniform Color Code, using ANSI standard Z535.1 Safety Colors for temporary marking and facility identification.

Reviewed 02/15



CONCRETE



ASPHALT

CONCRETE:

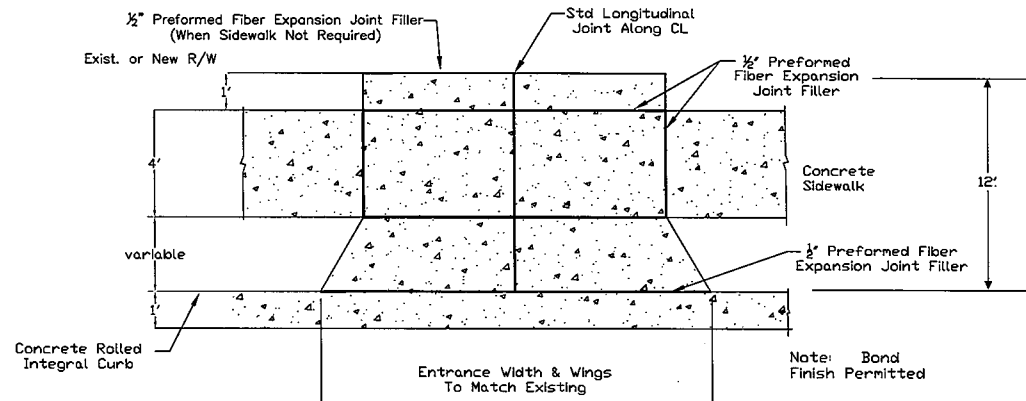
1. CONCRETE STREETS SHALL BE CONSTRUCTED SEVEN INCHES (7") THICK AND HAVE A MINIMUM OF 6.0 SACKS OF CEMENT (TYPE I) PER CUBIC YARD OF CONCRETE.
NOTE: IF EXISTING PAVEMENT DEPTH IS GREATER THAN THE PAVEMENT SECTION SHOWN ABOVE, THE EXISTING PAVEMENT DEPTH SHALL BE MATCHED
2. THE WATER TO CEMENT RATIO SHALL NOT EXCEED 0.47.
3. THE AIR CONTENT SHALL BE BETWEEN 5% AND 8% BY VOLUME.
4. THE SLUMP OF THE CONCRETE SHALL NOT EXCEED FOUR INCHES (4") WHEN PLACED.
5. THE MINIMUM COMPRESSIVE STRENGTH FOR ALL CONCRETE SHALL BE 4,000 PSI AT 28 DAYS.
6. THE USE OF ADMIXTURES IS PROHIBITED UNLESS THE CITY OF CHESTERFIELD GRANTS PRIOR APPROVAL.
7. WHITE PIGMENTED MEMBRANE CURING COMPOUND SHALL BE APPLIED IMMEDIATELY FOLLOWING BROOMING AT THE RATE OF 150 SQ. FT. PER GALLON OR AS OTHERWISE REQUIRED TO COMPLETELY COVER THE CONCRETE SURFACE.
8. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE DONE IN FULL SLAB INCREMENTS, AS DIRECTED BY THE CITY OF CHESTERFIELD. PARTIAL SLAB REPLACEMENT WILL NOT BE PERMITTED.
9. FULL DEPTH SAW CUTTING SHALL BE REQUIRED AT THE LIMITS OF PAVEMENT REMOVAL, AS DIRECTED BY THE CITY OF CHESTERFIELD.
10. SLABS THAT ARE DAMAGED BY OVERBREAKAGE SHALL BE REMOVED AND REPLACED.
11. FULL DEPTH SAWCUTTING SHALL BE REQUIRED AT THE LIMITS OF PAVEMENT REMOVAL, AS DIRECTED BY THE CITY OF CHESTERFIELD.
12. JOINTS SHALL BE SEALED WITH MATERIALS THAT CONFORM TO ASTM D3405 FOR RUBBERIZED JOINT SEALER, FEDERAL SPECIFICATION SS1401C.
13. A MINIMUM OF 4" OF TYPE 5 AGGREGATE SHALL BE PLACED ON THE GRADED AND COMPACTED SUBGRADE THEN SHAOED AND COMPACTED.
14. DOWEL PINS SHALL BE INSTALLED AT ALL TRANSVERSE JOINTS IN PAVEMENT. DOWEL BARS SHALL BE EPOXY COATED, ASTM A 615, GRADE 40 OR 60, 1" DIAMETER, SMOOTH, 18" LONG PLACED ON 12" CENTERS.
15. TIE BARS SHALL BE INSTALLED AT ALL LONGITUDINAL JOINTS IN PAVEMENT. TIE BARS SHALL BE EPOXY COATED, ASTM A 615, GRADE 40 OR 60, 5/8" DIAMETER, DEFORMED, 30" LONG PLACED ON 30" CENTERS.
16. HAND MIXING OF CONCRETE WILL NOT BE PERMITTED.

ASPHALT:

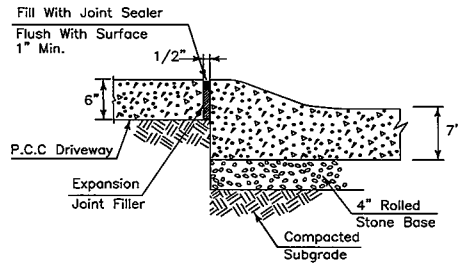
1. ASPHALT STREETS SHALL BE CONSTRUCTED OF EIGHT INCHES (8") COUNTY 'X' MIX AND TWO INCHES (2") COUNTY 'C' MIX.
NOTE: IN LIEU OF FULL DEPTH ASPHALT APPLICANT MAY SUBSTITUTE 7" OF CONCRETE FOR THE 8" OF X-MIX.
NOTE: IF EXISTING PAVEMENT DEPTH IS GREATER THAN THE PAVEMENT SECTION SHOWN ABOVE, THE EXISTING PAVEMENT DEPTH SHALL BE MATCHED.
2. THE ASPHALTIC CONCRETE SHALL BE PLACED IN 3 COMPACTED LIFTS.
3. JOINTS SHALL BE SEALED WITH MATERIALS THAT CONFORM TO ASTM D3405 FOR RUBBERIZED JOINT SEALER, FEDERAL SPECIFICATION SSS1401.
4. THE LIMITS OF PAVEMENT REMOVAL AND REPLACEMENT SHALL BE APPROVED BY THE CITY. IN ALL CASES, PAVEMENT REMOVAL MUST EXTEND AT LEAST 1' (ONE FOOT) BEYOND THE LIMITS OF THE EXCAVATION.

Updated 10/11/2017

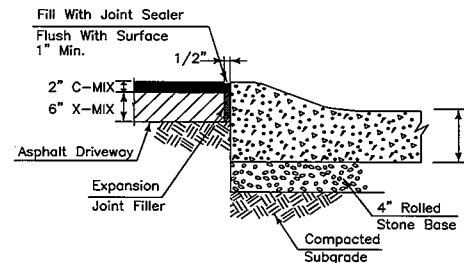




DRIVEWAY APPROACH



P.C.C. DRIVEWAY APPROACH



ASPHALT DRIVEWAY APPROACH

CONCRETE:

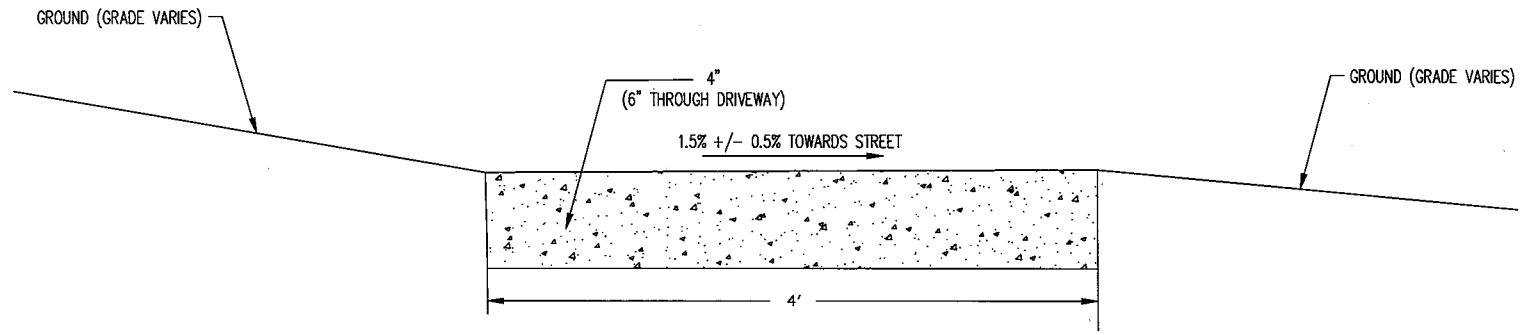
1. CONCRETE APPROACHES SHALL BE CONSTRUCTED SIX INCHES (6") THICK AND HAVE A MINIMUM OF 6.0 SACKS OF CEMENT (TYPE I) PER CUBIC YARD OF CONCRETE.
2. THE WATER TO CEMENT RATIO SHALL NOT EXCEED 0.47.
3. THE AIR CONTENT SHALL BE BETWEEN 5% AND 8% BY VOLUME.
4. THE SLUMP OF THE CONCRETE SHALL NOT EXCEED FOUR INCHES (4") WHEN PLACED.
5. THE MINIMUM COMPRESSIVE STRENGTH FOR ALL CONCRETE SHALL BE 4,000 PSI AT 28 DAYS.
6. THE USE OF ADMIXTURES IS PROHIBITED UNLESS THE CITY OF CHESTERFIELD GRANTS PRIOR APPROVAL.
7. CLEAR MEMBRANE CLEARING CURING COMPOUND SHALL BE APPLIED IMMEDIATELY FOLLOWING BROOMING AT THE RATE OF 150 SQ. FT. PER GALLON OR AS OTHERWISE REQUIRED TO COMPLETELY COVER THE CONCRETE SURFACE.
8. **PAVERS AND TEXTURED CONCRETE ARE PERMITTED FOR THE APPROACH ONLY (NOT PERMITTED FOR SIDEWALKS). HOWEVER, IF THE CITY HAS TO REMOVE THE APPROACH FOR ANY REASON, THE APPROACH WILL BE REPLACED WITH STANDARD CONCRETE THE CITY WILL NOT REPLACE THE PAVERS OR TEXTURED CONCRETE.**
9. HAND MIXING OF CONCRETE WILL NOT BE PERMITTED.

ASPHALT:

1. ASPHALTIC CONCRETE APPROACHES SHALL BE CONSTRUCTED OF SIX INCH (6") COUNTY 'X' MIX AND TWO INCHES (2") COUNTY 'C' MIX.
2. THE ASPHALTIC CONCRETE SHALL BE PLACED IN 3 COMPACTED LIFTS.



SIDEWALK DETAIL



DETAILS AND SPECIFICATIONS

1. CONCRETE SIDEWALK SHALL BE CONSTRUCTED FOUR INCHES (4") THICK (6" THROUGH DRIVEWAY) AND HAVE A MINIMUM OF 6.0 SACKS OF CEMENT (TYPE I) PER CUBIC YARD OF CONCRETE.
2. THE WATER TO CEMENT RATIO SHALL NOT EXCEED 0.47.
3. THE AIR CONTENT SHALL BE BETWEEN 5% AND 8% BY VOLUME.
4. THE SLUMP OF THE CONCRETE SHALL NOT EXCEED FOUR INCHES (4") WHEN PLACED.
5. THE MINIMUM COMPRESSIVE STRENGTH FOR ALL CONCRETE SHALL BE 4,000 PSI AT 28 DAYS.
6. THE USE OF ADMIXTURES IS PROHIBITED UNLESS THE CITY OF CHESTERFIELD GRANTS PRIOR APPROVAL.
7. CLEAR MEMBRANE CLEARING CURING COMPOUND SHALL BE APPLIED IMMEDIATELY FOLLOWING BROOMING AT THE RATE OF 150 SQ. FT. PER GALLON OR AS OTHERWISE REQUIRED TO COMPLETELY COVER THE CONCRETE SURFACE.
8. SIDEWALK REMOVAL AND REPLACEMENT SHALL BE DONE IN FULL SLAB INCREMENTS, AS DIRECTED BY THE CITY OF CHESTERFIELD.
9. SLABS THAT ARE DAMAGED BY OVERBREAKAGE SHALL BE REMOVED AND REPLACED.
10. PAVERS OR NON-BROOM TEXTURED (i.e. STAMPED, EXPOSED AGGREGATE, ETC.) FINISHES WILL NOT BE PERMITTED FOR SIDEWALKS.
11. HAND MIXING OF CONCRETE WILL NOT BE PERMITTED.

680 CHESTERFIELD PARKWAY WEST
 CHESTERFIELD, MO 63017
 PH: 636-637-4700
 FAX: 636-637-4798



SIDEWALK DETAILS

SPECIAL USE PERMIT

SHEET NO. SCALE N.T.S.



ACKNOWLEDGEMENT OF CITY RIGHT-OF-WAY AND AGREEMENT TO HOLD THE CITY OF CHESTERFIELD HARMLESS

(Full Name of All Property Owners)
owner(s) of record at
(Street Name and Address)
further described as
(Lot Number and Subdivision Name)

EXISTING SYSTEMS
I/We acknowledge that portions of my/our private lawn irrigation system may be located within City right-of-way.

PROPOSED INSTALLATIONS (check one)
I/We certify that my/our private lawn irrigation system is not installed within City right-of-way.
I/We acknowledge that portions of my/our private lawn irrigation system may be installed within City right-of-way.

I/We acknowledge that the City has the right to enter upon City right-of-way and to engage in activity within the right-of-way, which may result in damage to our private lawn irrigation system if portions of our private system are installed within City right-of-way.

In consideration for my/our being granted permission to install portions of my/our private lawn irrigation system within the City right-of-way, I/we hereby release the City from any claims or liability for damage to my/our private lawn irrigation system which has been or may be caused by construction, mowing, landscaping, snow plowing or any other City authorized activity within the right-of-way, either by the City itself, or by others employed by or on behalf of the City of Chesterfield.

I/We further acknowledge that my/our private lawn irrigation system shall be operated in a safe manner and shall be maintained to eliminate leaks or system malfunctions in a timely manner. Should icing, settlement, or other damage occur within the right-of-way as a result of the operation or malfunction of my/our private lawn irrigation system, I/we agree to pay to the City of Chesterfield any costs incurred by the City to remedy or repair said icing, settlement or other damage, to include reasonable attorney's fee if this matter is taken to court.

I/We further agree that subsequent purchasers of this property shall be advised of the existence of this agreement and informed that they are bound by the conditions herein. This agreement shall bind and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

=====SIGN THIS AGREEMENT IN THE PRESENCE OF A NOTARY PUBLIC=====

Signature
Printed Name

Signature
Printed Name

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

On the ___ day of ___, 20___, before me, the undersigned Notary Public, personally appeared ___ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that ___ executed the same as ___ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Insurance Agent/Broker & Contact Information	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Insured Party & Contract Information	INSURER A: Insurance Company A	XXXXX
	INSURER B: Insurance Company B (if applicable)	XXXXX
	INSURER C: etc.	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Policy #			BODILY INJURY(occurrence)	\$ 2,000,000
						BODILY INJURY (person)	\$ 2,000,000
						PROPERTY DAMAGE (person)	\$ 2,000,000
						PROPERTY DAMAGE (aggregate)	\$ 2,000,000
							\$
							\$
							\$
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____	Policy #			BODILY INJURY (person)	\$ 2,000,000
						BODILY INJURY (occurrence)	\$ 2,000,000
						PROPERTY DAMAGE (accident)	\$ 2,000,000
							\$
A		PROFESSIONAL LIABILITY <input type="checkbox"/> <input type="checkbox"/>	Policy #			PER OCCURENCE	\$ 2,000,000
							\$
							\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	Policy #			EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy #			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A		OWNER'S PROTECTIVE BODILY INJURY	Policy #			BODILY INJURY(occurrence)	2,000,000
						BODILY INJURY (person)	2,000,000
						PROPERTY DAMAGE (person)	2,000,000
						PROPERTY DAMAGE (aggregate)	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Project:

The owner's protective policy shall name the City as the insured.

CERTIFICATE HOLDER

City of Chesterfield
 690 Chesterfield Pky W
 Chesterfield, MO 63017
 Fax (636) 537-4798

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SAMPLE

RIGHT-OF-WAY
INDEMNITY AGREEMENT

THIS RIGHT-OF-WAY INDEMNITY AGREEMENT (the “**Agreement**”) made by and between _____ (the “**Indemnitor**”) and the **CITY OF CHESTERFIELD, MISSOURI**, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the “**City**”). Indemnitor and the City shall each be a “**Party**” and are collectively the “**Parties**”.

WHEREAS, the City is authorized under RSMo 67.1832 to regulate and manage the City’s rights-of-way and the City has enacted ordinances to protect the City’s substantial public investment in its rights-of-way; and

WHEREAS, Indemnitor wishes to perform work in the City’s rights-of-way which requires a registered user of the rights-of-way to obtain a permit to do work in the rights-of-way; and

WHEREAS, the City requires those wishing to do work in the City’s rights-of-way, whether a registered user of the rights-of-way or a subcontractor of a registered user, to enter into this indemnity agreement.

THEREFORE, in consideration of the promises and mutual covenants below, the parties agree as follows:

1. As consideration for this Agreement, Indemnitor shall be eligible to perform work in the City’s rights-of-way with a Special Use Permit as set forth in Chapter 505 of the City Code. All conditions set forth in the City Code, in the Special Use Permit, or as otherwise set by the City’s Director of Public Works shall apply to Indemnitor’s performance of work in the rights-of-way.

2. Indemnitor shall indemnify, protect, defend, and hold the City, and its officers, employees, and agents, harmless from and against any and all claims, demands, liabilities, and costs, including attorney’s fees, arising from (i) any work Indemnitor or Indemnitor’s subcontractors perform in the rights-of-way; or (ii) any act of negligence, omission, or willful conduct of Indemnitor or any subcontractor of Indemnitor. Indemnitor shall defend City in any action or proceeding brought in connection with any of the foregoing. The City shall give written notice to the Indemnitor as soon as practicable after it becomes aware of any action or proceeding against the City brought in connection with the foregoing. Indemnitor shall select legal counsel reasonably acceptable to the City. The City may, at its own cost, participate in the investigation, trial, defense of any such proceeding and employ its own counsel in connection therewith. Indemnitor may not compromise or settle any such proceeding or consent to the entry of any judgment related to such proceeding without the prior written consent of the City.

3. This Agreement shall be binding upon Indemnitor and each of its administrators, representatives, executors, predecessors, successors, and assigns.

4. Should any provision of this Agreement be declared by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not

be affected thereby.

5. The validity, interpretation, and performance of this Agreement shall be controlled and construed under the laws of the state of Missouri without regard to conflicts of laws principles, and the parties hereby irrevocably consent that the Circuit Court of St. Louis County, 21st Judicial Circuit of the State of Missouri shall have exclusive jurisdiction over any legal action concerning or relating to this Agreement and that venue for purposes of adjudicating any matter arising out of or relating to this Agreement shall be exclusively in the Circuit Court of St. Louis County. The parties expressly waive their right of removal to federal court.

Executed on the date(s) indicated below.

Indemnitor

By: _____

Date



City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017
636-537-4762

SCHEDULE OF FEES – Section 505.080(1)

Isolated Facility Repair – one excavation	\$120.00
Isolated Facility Repair – two excavations	\$240.00
Irrigation System in Public Right of Way	No Charge
Driveway Approach / Street Tree	No Charge
Facility Installation / Replacement or Repair With More Than Two Excavations	Calculated based upon plans City to estimate Staff time & costs

Please note that the City of Chesterfield will generally charge fees in accordance with the schedule above. However, the Director of Public Works reserves the right to assess additional/different fees based upon the plans provided. Fees will be set in an amount to cover the estimated Staff time to issue, administer, and inspect the requested Special Use permit. Permit fees are non-refundable.

SCHEDULE OF ESCROWS – Section 505.080(2)

Pavement Restoration (asphalt or concrete)	\$80.00 / SY
Sidewalk	\$15.00 / SF
Grass / Treelawn	\$3.00 / SY
Street Tree	\$350.00 / EA

Please note that the City of Chesterfield will consider the costs above when assessing the required escrow deposit for each Special Use Permit. The actual escrow deposit required will be determined by the Director of Public Works. Any unused escrow will be returned to the applicant in accordance with Section 505.080(2).



email completed form to:
SUP@chesterfield.mo.us

Questions: Call (636) 537-4762
or email SUP@chesterfield.mo.us

OFFICE USE ONLY

Special Use Permit #: _____

Issue Date: _____

Expiration Date: _____

Issued By: _____

Permit Fee: _____

Required Escrow: _____

SPECIAL USE PERMIT APPLICATION

Project Address or Location: _____

Description of Work (Be Specific): _____

Specify Size of Disturbed Area:

Concrete Pavement _____ SY (include full slabs – no partial repairs)

Asphalt Pavement _____ SY

Sidewalk _____ SF

Grass/Tree Lawn _____ SF

Street Tree _____ EA

Proposed Starting Date: _____

Days Required to Complete (including restoration): _____

If work is a Major Project and will exceed 90 days, the Applicant must adhere to the requirements contained within Section 505.070(H) of the City of Chesterfield Municipal Code including a designated contact person (with phone number) and provide notice to all property owners within 200 feet of the project limits.

Applicant Agency: _____

(Agency must be a registered Right-Of-Way User OR working on behalf of an adjacent resident)

Applicant Name: _____ **Phone #:** _____

Applicant Address: _____

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

Email: _____

Onsite Representative: _____ **Cell #:** _____

Subcontractors to be used by Applicant who will be working under this permit.

Please note that all subcontractors must provide a Certificate of Insurance and Indemnification Form. Any subcontractor utilized who is not listed on this permit and/or does not provide the required insurance certification/indemnification form, will be in violation of City Code and subject to all penalties detailed in Section 505.150.

Subcontractor A:

Name: _____ Cell #: _____

Email: _____

Work to be Performed: _____

Subcontractor B:

Name: _____ Cell #: _____

Email: _____

Work to be Performed: _____

Subcontractor C:

Name: _____ Cell #: _____

Email: _____

Work to be Performed: _____

A detailed plan showing the project details, dimensions and location of the Applicant's proposed work must be included with this application. Please include proximity to the street, curb, sidewalk, streetlights, street trees and other facilities as well as any proposed disturbance of trees and/or landscaping within the right-of-way.

The Applicant **is prohibited** from placing backfill or installing sidewalks, pavement or driveway aprons without a City Inspector present. After the Special Use Permit is issued, applicant must notify the **Department of Public Works by contacting 636-537-4762 or SUP@chesterfield.mo.us a minimum of 24 hours prior to commencement of work.**

The Applicant understands that the Permit expires on the date contained within the Permit authorization and that the Applicant is responsible for maintenance of the disturbed area until such time as the restoration is completed. **If restoration is not completed by the expiration date, or sooner if required by the City, liquidated damages will be assessed in an amount of \$100 per day** in accordance with Section 505.080(6) of the City of Chesterfield Municipal Code. In cases where the City requires restoration sooner than the expiration of the Permit, such requirement will be provided to the Applicant in writing.

Extensions to the Permit expiration date may be considered by the Director of Public Works. Any such request for extension must be submitted in writing at least ten days prior to the expiration date.

In addition to the liquidated damages, the City of Chesterfield reserves the right to complete the restoration and charge the Applicant in accordance with Section 505.080(5) of the City of Chesterfield Municipal Code.

I have read, and fully understand, the City of Chesterfield Special Use Permit policy and procedures and I hereby agree to restore right-of-way in accordance with the conditions of the Special Use Permit.

Applicant Signature: _____ **Date:** _____