

# Interlaken Town

## ROAD RIGHT-OF-WAY WORK AGREEMENT

The applicant must agree to the following policies and conditions prior to Interlaken Town granting approval for their request to work in or alter any portion of the 33 foot wide Interlaken road right-of-way, including both paved and shoulder areas.

Excavation or saw cutting requirements and specifications are provided in a separate document.

1. Epic Engineering is the Interlaken Town Engineer and will review all permit applications and make recommendations to the Town Council. No permits will be approved until the plan is reviewed and signed by Interlaken Town's authorized representatives.
2. A policy of liability insurance must be obtained by the applicant, naming Interlaken Town as coinsured, insuring against liability for property damage and personal injury in an amount not less than 1 million (1,000,000.00) which may result from road conditions created by the encroachment/cut. No road restoration permit shall be issued until the policy or a valid binder therefore has been delivered to the Interlaken Town Clerk.
3. The applicant will provide a site plan and engineering survey if grade of land being disturbed is over a 10% slope, must be submitted to the Interlaken Town Clerk. This is to ensure compliance with the Land Use and Building Ordinances of Interlaken Town.
4. The applicant agrees to conform to all Land Use and Building Ordinances of Interlaken Town and the requirements in this agreement.
5. The applicant agrees to complete a location request with Blue Stakes of Utah to identify existing underground utilities, including but not limited to, the Interlaken water system, that could be affected by work in the road right-of-way. Failure to do so could result in fines and repair costs.
6. The applicant will provide a suitable toilet on-site or will provide the workers access to the facilities in a home prior to the work beginning.
7. The applicant shall utilize appropriate traffic signs, markers, and procedures in all construction activities as defined on the approved traffic control plan and in the Federal "Manual of Uniform Traffic Control Devices".
8. A suitable closed trash container will be on site as soon as the building phase begins to produce trash. The applicant is responsible for any trash that leaves the property due to wind or to negligence by the workers. **No construction debris is to be put in the community dumpster located at the Valais City Park off Interlaken Drive. Per the Interlaken Town Ordinances, a \$500.00 fine will be imposed on the Property Owner for any violations.**
9. Unless appropriate traffic control measures are utilized, vehicles must be parked off the road. No work shall take place in the 33-foot road right-of-way from November 1<sup>st</sup> through April 1<sup>st</sup> that interferes with snow removal activities. No unattended vehicles or equipment or any obstacles shall be placed in the road right-of-way during these months. Vehicles or equipment left in the road right-of-way may be removed at the owner's expense, as specified in Interlaken Municipal Ordinance "Title 06 Town Streets," available on the town website: <http://www.town-of-interlaken.com/>. Neither the toilet nor the dumpster will be located in the road right-of-way.
10. The applicant shall take precautions to prevent damage to the pavement and shoulder surfaces at all times. Paved and shoulder surfaces outside the work area shall also be protected. The operation of steel tracked equipment or the placement of steel outriggers/stabilizers in direct contact with the pavement surface shall be prohibited. To avoid unnecessary damage to paved surfaces backhoes and track equipment should use rubber cleats or paving pads. Any damage to the paved or shoulder surfaces shall be repaired to the satisfaction of the Inspector at the applicant's expense.

11. A Road Damage deposit applies to all modifications of roadways and must be paid prior to our approval of the plans. Any deposit refund amounts will be determined by assessing road damage due to the construction effort once construction has completed and season permitting.
12. Environmental Control: a) Dust and debris will be controlled at all times. b) Noise will be kept down so as not to become a nuisance. c) Clean up will require the removal of all equipment, material, barricades and similar items from the right-of-way. Areas used for storage of excavated material will be smoothed and returned to their proper contour. The street will need to be vacuumed and/or swept in order to restore the surfaces and surrounding surfaces to their clean condition by the end of the workday. The applicant will be fined \$500.00 per occurrence for failure to keep the Interlaken Town Roads clear of debris.
13. New construction applications require a certified staked survey that is dated within 5 years of the application.
14. All road modification work will be completed by the completion date specified in this agreement. If the work is not completed satisfactorily by this date, the Town reserves the right to complete the work using it's own contract labor. The cost of this work will be deducted from the owner's road damage deposit along with a \$500 service fee.
15. Failure to Comply In the event of failure on the part of any person, firm, public utility, or corporation to comply fully with the provisions of Interlaken Town Ordinances, enforcement authorities of Interlaken Town are authorized to: a) Initiate action by citation and/or proceed to forfeit bonds; b) Under conditions which create an immediate hazard to public health or safety, to require the responsible entity to immediately repair or remove the hazard from the right-of-way and require the responsible entity to bear all costs of the repair or removal plus 15%, or c) Under conditions which do not create an immediate hazard to public health or safety give written notice to the responsible entity to repair or remove such hazard from the right-of-way. Such notice may be served either by personal service or by mailing the notice to the responsible entity by registered mail and posting by copy thereof on such hazard for a period for 5 days. If such hazard is not removed within 5 days after the notice is complete, the Town may remove the same at the expense of the person, firm, or corporation and recover costs and expenses, and also liquidated damages in the amount of \$100 for each day the hazard remained within the right of way after notice was served and d) Immediately rescind any pre-qualification which may have previously been granted.
16. Road cuts from October 15 to April 15 shall require a special construction plan to be submitted and approved by the town engineer and will require written authorization. All road pavement repairs shall be completed per the town policy regarding repair of roadway pavements.

Please read and sign the agreement on the following page. See the **Interlaken Fee Schedule** for a list for fees and deposits for road right of way work. Submit it with a check made out to Interlaken Town for the Interlaken fees and deposits to:

Bart Smith, Interlaken Town Clerk  
(435) 565-3812  
[interlakenclerk@gmail.com](mailto:interlakenclerk@gmail.com)  
P.O. Box 1256  
Midway, UT 84049

## **Excavation and Saw Cutting Requirements**

1. Road surface will be saw cut to minimize disturbed area.
2. Asphalt patch will consist of 9 inches of road base and 3 inches of asphalt or match existing, whichever is greater.
3. Traffic control will be provided to allow residents to ingress and egress with minimal delays.
4. Contractor will contact Epic Engineering for inspections prior to asphalt.

The undersigned responsible party agrees to the policies and conditions of the Interlaken Road Right of Way Work Agreement.

**Road Right of Way Contractor**

I HEREBY certify that I have read and examined this application and knowing the same to be true and correct. All provisions of law and ordinances governing this type of work will be complied with whether specified herein or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any other State or Local Law regulating construction or performance of construction and that I make this statement under penalty of perjury.

Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Lot # \_\_\_\_\_ Interlaken Address: \_\_\_\_\_

Date: \_\_\_\_\_

Description of Work:

\_\_\_\_\_  
\_\_\_\_\_

Completion Date \_\_\_\_\_

**Receipt of Payment**

Name: \_\_\_\_\_

Interlaken Title: \_\_\_\_\_

Signature \_\_\_\_\_ for Interlaken Town having

Received check # \_\_\_\_\_ for the amount of \$ \_\_\_\_\_ on

\_\_\_\_\_ (date).

**Interlaken Town Fee Schedule**  
**Road Right of Way Work Agreement**

Fee Description:	Amount:
Interlaken Permit Application Fee	\$150
Epic Engineering Inspection Fee	\$250
Road Damage Deposit (refundable)	\$2500
Completion Deposit (refundable)	\$1500
Total Amount	\$4400

Payable to **Interlaken Town** - due upon submission of this agreement.

Mail check to:  
Interlaken Town  
P.O. Box 1256  
Midway, UT 84049