

SOUTH JORDAN CITY
ENCROACHMENT PERMIT
FOR
New Home Construction\ Residential Curb Cut
Information Packet



Engineering Department
South Jordan City
1600 West Towne Center Drive
South Jordan, Utah 84095

Brad Klavano, PE, PLS
Director of Engineering/City Engineer

Permit Contacts: Jerimie Thorne or Amanda McElreath (801) 254-3742

The City of South Jordan requires that all work completed within the Public Way, as defined in the South Jordan City Code Title 12, obtain an Encroachment Permit from the Engineering Department.

- **Public Way** – Means and includes all public rights of way and easements, public footpaths, walkways and sidewalks, public streets, public roads, public highways, public alleys, public drainage-ways, public owned parks and any other public owned property.

The following are the steps to obtaining a New Home Construction\ Residential Curb Cut encroachment permit:

1. Submit an application, to Jerimie Thorne in the Engineering Department at City Hall, with all of the information filled out completely, signed and dated. (*Included in this packet*). The following items shall be submitted with the application (*unless waived by the City Engineer*):
 - a. Pay Permit Fee (**\$165.00**).
 - Fee will be doubled (**\$330.00**) if the permit applicant has completed the work without applying for and being issued this permit, or fails to get the required inspections.
 - b. Bond to be placed on forms approved by the City for the amount of (\$1000.00). Bond is required to ensure city infrastructure is not damaged during construction, and improvements are inspected and constructed per city standards.
 - During engineering review bonding amount could be increased if site conditions expose City infrastructure to be relocated, or infrastructure that is subject to more than typical damage.
 - c. Submit Insurance Documents –
 - The **PERMIT HOLDER** *shall* provide the **CITY** copies of workers compensation insurance and liability insurance that **names the CITY, its elected officials, appointed officials, employees, volunteers, and agents as additionally insured**. The **PERMIT HOLDER** *shall* be responsible for any liability or personal injury involved through neglect. The **PERMIT HOLDER** agrees to indemnify the **CITY** against all claims, demands, costs, damages, attorney fees or other expenses of any kind by such neglect. **Note: The above underlined verbiage shall be on your liability insurance under special items.**
 - d. Plot Plan – Showing the width and location of the drive approach in relation to the building being constructed, and in relation to the property lines.
 - e. Work Schedule – To include estimated start date and estimated completion date.
2. After the Submittal is reviewed by City Staff – Typically 5 working days, Corrections that are needed to the plans, or requirements that have not been met will, be given to applicant.
3. Applicant shall make any corrections to the plans and resubmit the plans, or necessary supporting documents.

4. Applicant then will sign the Encroachment Permit with the approved drawings and all required forms attached. This permit must be at the work site at all times during construction, failure to do so will require all work to cease on the project.
5. Applicant shall call the Engineering Department two (2) working days prior to the commencement of any work. An Engineering Inspector will be assigned to the permit and will set a time to meet the applicant at the site and go over the specifics of the permit and construction.
6. At the completion of the Final Inspection and acceptance of the work by the City Engineering Inspector, the bond will be released upon written request after an occupancy certificate being granted on the property.
 - **If applicant fails to get required inspections**, a one (1) year warranty period will be required. The bond/security will be retained by the City for this one (1) year period. At or around the 11th month a warranty inspection will be completed by the City. The applicant shall correct deficiencies, if any, discovered by the inspection within two (2) weeks of notification or the City may use the bond/security to make necessary repairs. Upon satisfaction of the warranty period, the bond/security shall be released to the applicant if not used by the City as outlined.

The following items (not intended to be all inclusive) are a few points the applicant shall be made aware of:

1. **The applicant shall repair all pavement cuts in the roadway to the adopted City Policy on road repairs.**
2. The City Standard Notes (to be used on the plans as applicable). In addition the South Jordan City Construction Specifications are available at <http://www.sjc.utah.gov/> or the City Engineering Dept. These are not intended to be all inclusive of the City standards, specifications and plans; it is the applicant's responsibility to familiarize him/her with all of the City standards, specifications, codes, and policies.
3. Applicant shall be made aware that any street cuts to be completed between October 15 to November 15 and February 15 to March 15, shall have a special construction plan submitted and approved by the City Engineer before any street cuts can be started or completed. In addition, no street cuts shall be permitted to be completed between November 15 and February 15 without written permission from the City Engineer and Public Works Director.

NOTE:

ALL INCOMPLETE APPLICATIONS ARE DELAYED IN THE REVIEW PROCESS. IT IS NECESSARY TO SUBMIT ALL REQUIRED DOCUMENTS.

ENCROACHMENT PERMIT APPLICATION

Permit #: _____

Date of Application: _____

Location of the Work: _____

Assessor Parcel #: _____

Owner (Name and Address): _____

Contractor (Name and Address): _____

Contractor License #: _____

Phone Numbers: _____

Business **24-hour contact**

Estimated Start Date: _____

Estimated Completion Date: _____

Description of the Work: _____

Blue Stake #: _____

**PLEASE REVIEW THE FOLLOWING ITEMS THAT MUST BE ON FILE WITH
THE CITY PRIOR TO ISSUANCE OF A PERMIT**

- 1. If homeowner doing work – signed waiver form in lieu of permit fee, bond and insurance.**
- 2. Certificate of General Liability Insurance – if a licensed contractor is doing the work.**
- 3. Improvement Security in a form acceptable to the City Engineer and City Attorney.**
- 4. Approved M.U.T.C.D. Traffic Control plan and a sketch of work being done showing all dimensions, property lines, existing improvements, and proposed improvements.**

The applicant (or owner's representative) acknowledges that he/she has read the content of this application, will familiarize themselves with the applicable City of South Jordan standards, specifications and ordinances, and will abide by those standards. It is understood that nonconformance with these documents may result in rejection and removal of work and the costs associated with the same will be the responsibility of the applicant. The applicant assumes all responsibilities to construct the improvements in compliance with applicable city ordinances, specifications, and drawings.

Signature of Applicant (or authorized agent)

SOUTH JORDAN CITY ESCROW AGREEMENT FOR RESIDENTIAL NEW HOME CONSTRUCTION /
CURB CUT

The City of South Jordan requires that all work to be completed within the Public Way, as defined in the South Jordan City Code Title 12, obtain an Encroachment Permit from the Engineering Department. Owner/Builder shall follow all procedures to ensure Public Infrastructure is protected, and or replaced to City of South Jordan Standards. All standard curb cuts for residential driveway approaches require a minimum \$1,000 bond or an appropriate amount as determined by the review engineer during the permitting process.

The bond release shall follow procedures outlined in the permit, and permit information packet. If the permit holder follows those procedures and the work is accepted as being per City of South Jordan Standards by the City Engineering Inspector, the bond will be released upon written request after the certificate of occupancy is granted for the property. **If the permit holder/applicant fails to obtain the required inspections as outlined in the permit, a one (1) year warranty period will be required during which the City will retain the bond/security.** Near the end of the warranty period the City will complete an additional inspection. Any deficiencies discovered by the inspection shall be corrected by the applicant within two (2) weeks of notification. Failure to do so may result in the City using the bond/security to complete the repairs. Upon satisfaction of the warranty period, the bond/security shall be released to the applicant less any portion used by the City as outlined.

Escrow paid by: _____ Date: _____

Telephone: _____

Refund to: _____

Subdivision _____ Address: _____

Lot# _____ Permit# _____ Amount Paid: _____

I AGREE to the above listed terms and conditions, and understand that occupancy of this home may be denied. I also understand my escrow money will be forfeited as a penalty for non compliance with this agreement. A builder signing this form agrees to provide a copy to the homeowner at the closing of the sale of this home.

Signed: _____ Date: _____

Received by: _____ Date: _____

Check# _____ Credit Card Cash



**SOUTH JORDAN CITY
ENCROACHMENT PERMIT
1600 W Towne City Drive, South Jordan, UT. 84095-5230**

PERMIT #: _____ **Date Issued:** _____ **Date Expires:** _____

1. This permit is for the construction (**WORK**) of any kind for all projects within the **PUBLIC WAY**, as defined on the Municipal Code, in South Jordan, Utah (**CITY**). This permit is a binding agreement between the contractor (**PERMIT HOLDER**) and the **CITY** and shall be only for the location listed on the permit. **PERMIT HOLDER** must have a 24-hour contact phone number on listed on the permit application.
2. Before **WORK** is performed in the **PUBLIC WAY**, the **PERMIT HOLDER** will make proper provisions for protecting the public's safety; this shall include but not be limited to notifying Bluestakes of Utah prior to excavation, complying with the American Disabilities Act (**ADA**) and using the latest edition of the Federal Highway Administration's Part VI of the Manual on Uniform Traffic Control Devices (**MUTCD**) and all other appurtenances necessary to safeguard the safety and property of the public (*APWA 01555*).
3. The **PERMIT HOLDER** shall supply the **CITY** a security amount, as determined by the **CITY**, this shall based on the work plan submitted to the **CITY** as part of the application, or \$5,000.00, whichever is greater, for a period of two (2) years after the completion of the work to **GUARANTEE** satisfactory performance. The bond shall be in the name of the **PERMIT HOLDER**.
4. The **PERMIT HOLDER** shall provide the **CITY** copies of workers compensation insurance and liability insurance that names the CITY, its elected officials, appointed officials, employees, volunteers, and agents as additionally insured. The **PERMIT HOLDER** shall be responsible for any liability or personal injury involved through neglect. The **PERMIT HOLDER** agrees to indemnify the **CITY** against all claims, demands, costs, damages, attorney fees or other expenses of any kind by such neglect. **Note: The above underlined verbiage shall be on you liability insurance under special items.**
5. This permit is issued with the agreement that the **PERMIT HOLDER** shall restore the **PUBLIC WAY** to its original or better condition. All work shall be inspected by the Engineering Department. Such restoration shall take place within two (2) working days from the time of the completion of the **WORK**, unless an extension is granted by the City Engineer, or his designee in writing. If the **PERMIT HOLDER** fails to meet this obligation within the time indicated herein, the **CITY** may make all of the necessary restorations at the **PERMIT HOLDER'S** expense.
6. The **PERMIT HOLDER** shall notify the Engineering Department two (2) working days prior to the commencement of the **WORK**. The **PERMIT HOLDER** shall inform the public (via Message Boards in each direction) two (2) weeks in advance of any approved road closures or detours, unless written permission is granted by the City Engineer. The **PERMIT HOLDER** shall notify all emergency services, school districts, and UTA two (2) working days in advance of any approved road closures or detours. This permit in no way allows the **PERMIT HOLDER** access to private properties; the individual property owners must grant access. (*APWA 01310*)
7. This permit is valid to the expiration date listed above. The **CITY** may grant an extension of time with a written request from the **PERMIT HOLDER** to the City Engineer. Such a request shall be submitted five (5) working days before the expiration date of the permit in writing.
8. Before a permit is issued, the following must be furnished to the **CITY**: Permit Fee; Bonds/Security; Insurance; Map showing location of the **WORK** to include a five hundred (500) foot radius of the area showing structures, street names, centerline of streets, north arrow, and the scale of the drawing; a drawing showing the work to be completed (the City Engineer may required Engineered plans to be submitted with the permit application); a Traffic Control Plan; and a schedule of **WORK**. These submittals shall be submitted to the Engineering Department a minimum of five (5) working days prior to the commencement of the **WORK**.
9. A copy of the approved plans for the **WORK**, approved Traffic Control Plan, a signed copy of the Permit, and the Conditions and Specifications shall be on the work site at all times. The **CITY** shall be granted access to these papers at all times. If appropriate papers are not available a Stop Work Order may be issued. All traffic control must be set up and maintained by qualified personnel, 24 hours/day. The **CITY** also requires a 24-hour contact phone number for the responsible party over traffic control. All **WORK** done under this Permit shall be in accordance with the applicable ordinances and laws of South Jordan City and the State of Utah. The work shall be performed within the normal working hours (7am to 5pm) on non holiday weekends, the **CITY** has designated. If work outside the normal working hours is requested and approved by the **CITY**, all application after hour fees will apply.
10. Road Cuts between October 15 to November 15 and February 15 to March 15 shall require a special construction plan to be submitted and approved by the City Engineer. Road Cuts from November 15 to February 15 are not allowed without written authorization from the City Engineer and the Public Works Director. All road pavement repairs shall be completed per the City policy regarding repair of roadway pavements.

Description of Work: _____

Location of the Work: _____

Company Name: _____ 24-hr Phone #: _____ License#: _____

Cost of Permit: \$ _____ Check #: _____ Security Amount: _____ Type Security: _____

PERMIT HOLDER: _____