

**TEMPORARY OCCUPANCY PROCEDURES
FOR
STREET, SIDEWALK, & PARKING METER ENCROACHMENTS**

1. Applicant receives in triplicate "CONSENT AGREEMENT FORMS" page ten (10) of the Consent Agreement Forms shall be signed (all originals signatures) by the company president or the company vice president. Name of grantee shall be same as whoever furnishes the insurance certificate. If grantee is a corporation, obtain officer's signature. ****CONSENT AGREEMENTS SHALL BE NOTARIZED****
2. Applicant shall furnish a copy of a Certificate of Insurance (COI) and a sketch showing the area(s) to be occupied, time to be occupied, area(s) length and width in whole feet, the correct address, and Building Permit #, that applies to the encroachment. If parking meters are going to be impacted by work area/lane closures, applicant to obtain a *Parking Meter Rental Permit* (MP permit) through zz_TPWROWMPermits@fortworthtexas.gov TPW Right-of-Way Management.
3. Insurance Requirements:

Property Damage, per occurrence	\$100,000
Bodily Injury, per occurrence	\$250,000
Bodily Injury or Death per occurrence	\$500,000
4. **FEE CALCUALTION; RECORDED ON SKETCH SUBMITTED FOR PERMIT**
 - A. If the time does not exceed three (3) days, the fee will be \$42.80 per day up to and including the third day, with a minimum of \$128.40 if more than 3 days.
 - B. If the time exceeds three (3) days, the fee per day will be \$.015 per sq. ft. of sidewalk space and \$.03 per sq. ft. of street space used, minimum of \$128.40Formula:

Sidewalk:	$$.015 \times \text{Length} \times \text{Width} \times \text{Calendar Days}$	Minimum
Street:	$$.03 \times \text{Length} \times \text{Width} \times \text{Calendar Days}$	\$128.40
5. **TRANSPORTATION & PUBLIC WORKS APPROVAL REQUIRED**

Approval in all cases, email zz_TPWROWMPermits@fortworthtexas.gov
The Transportation & Public Works Department is located at 100 Fort Worth Trail, Fort Worth, TX 76102.

CONSENT AGREEMENT
FOR
TEMPORARY USE OF PUBLIC PROPERTY

STATE OF TEXAS

COUNTY OF TARRANT

THIS AGREEMENT is made and entered into by and between the City of Fort Worth, a municipal corporation of Tarrant County, Texas, acting herein by and through its duly authorized Building Official, hereinafter referred to as the "City" and _____

Acting by and through its duly authorized agent, _____
hereinafter referred to as "Grantee".

WITNESSETH:

For and in consideration of the payment by Grantee of charges set out below and the true and faithful performance of the mutual covenants herein contained, City hereby grants to Grantee permission to temporarily encroach upon, uses and occupy portion of the space under, on and/or above the streets, alleys, sidewalks or other public rights-of-way as follows:_____

The location and description of said encroachment is more particularly described in Exhibit "B" attached hereto, incorporated herein and made a part hereof for all purposes.

2.

All use and occupancy of public street, alleys, sidewalks or other public rights-of-way under this agreement shall be in strict compliance with the Charter, Ordinances and Codes of the City and in accordance with the directions of the Building Official and the Director of Transportation and Public Works of City.

3.

Upon expiration of this agreement and the privileges granted hereunder, there shall be no encroachment by Grantee in, under, on or above the surface of the public rights-of-way involved.

4.

Grantee agrees to pay in advance an encroachment fee for the temporary privilege of encroaching upon a portion of the public rights-of-way as described in Exhibit "B". Said fee is calculated in the manner and amounts prescribed by the Building Code of the City of Fort Worth for temporary use or occupancy of public property. The estimated total amount of said fee is:

5.

Grantee, at no expense to City, shall make proper provision for the relocation and/or installation of any existing or future traffic control devices or other improvements affected by such encroachment, use and occupancy, including the securing of approval and consent from the appropriate agencies of the State and its political subdivisions. In the event that any installation, reinstallation, relocation or repair of any existing or future traffic control device or improvement owned or constructed by or on behalf of the public or at public expense is made more costly by virtue of the existence of such encroachment and use, Grantee shall pay to City and additional amount equal to such additional cost as determined by City.

6.

The term of this agreement shall be for _____ days, from _____ to _____
Provided, however, should the need for the encroachments granted hereunder at any time cease, Grantee agrees to immediately notify City of such condition; and, upon receipt of such notice by the Building Official of the City of Fort Worth, this agreement shall terminate.

7.

It is expressly understood and agreed that this Consent Agreement is for a temporary encroachment in, under, over and upon the public property as located and described in Exhibit

"B". This agreement shall not be construed as the granting of a permanent easement, encroachment or license upon City's public streets, alleys, sidewalks, or other rights-of-way.

8.

City, through its duly authorized representatives, shall have the full and unrestricted right to enter upon all public rights-of-way for the purpose of making inspections to determine compliance with the terms, covenants and conditions herein. In the event that any inspection should reveal a breach of any terms, covenants or conditions herein, City shall give Grantee notice of such breach. Should such breach not be corrected by Grantee within twenty-four (24) hours of receipt of the notice, or within such shorter period of time as deemed necessary by the Building Official for the protection of public health or safety, City may terminate and cancel this agreement.

9.

Upon expiration or termination of this agreement for any reason whatsoever, Grantee shall, at no expense to City, restore the public rights-of-way and adjacent supporting structures to a condition acceptable to the Director of Transportation and Public Works or his/her duly authorized representative and in accordance with then existing City specifications, and Grantee shall remove all barricades, equipment, supplies, materials or other property from said location. Grantee further covenants and agrees that for a period of one (1) year after the termination of this Consent Agreement, Grantee will repair all conditions or damages to the streets and sidewalks or other rights-of-way that have resulted from Grantee's use or occupancy of the streets and sidewalks or other rights-of-way, as determined by the Director of Transportation and Public Works or his/her designee. Grantee agrees to begin such repairs within thirty (30) days of receipt of notice from the Director of Transportation and Public Works or his/her designee. All repairs shall be performed in an expeditious and workmanlike manner and shall comply with all applicable laws, codes, ordinances and City specifications.

In the event that Grantee fails to comply with the covenants herein contained with respect to such removal or restoration, the City shall have the right to remove or dispose of any barricades, equipment, supplies, materials or other property and repair any conditions which in the opinion of the City are necessary to bring the public rights-of-way to the condition prescribed herein, and City shall not be responsible for trespass or any other damage or liability in connection with such removal or restoration. Grantee shall reimburse City for the cost and expense of such removal and/or repairs immediately following billing for same by City.

Nothing herein shall be construed as a waiver by City to enforce penal sanctions prescribed by the Code of the City of Fort Worth and the laws of the State of Texas for Grantee's continued encroachment upon the public rights-of-way following termination of this Consent Agreement.

10.

It is further understood and agreed between the parties hereto that City holds the city streets, alleys, sidewalks and other public rights-of-way, including the portions of such streets used and encroached upon as described herein, as trustee for the public; that City exercises such powers over the streets as have been delegated to it by the Constitution of the State of Texas or by the Legislature; and the City cannot contract away its duty and its legislative power to control the streets for the use and benefit of the public. It is accordingly agreed that if the governing body of City, to wit, its City Council, shall at any time during the term hereof determine in its sole discretion to use or cause or permit to be used for any public purpose the said encroached portion of the streets, then this agreement shall be automatically canceled and terminated.

11.

Grantee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the construction, operation and maintenance of said encroachments and uses.

12.

Grantee agrees to pay promptly when due all fees, taxes or rentals provided for by this agreement or by any federal, state or local statute, law or regulation.

13.

Grantee covenants and agrees that it shall exercise all rights and privileges granted hereunder as an independent contractor, and not as an officer, agent, servant or employee of City; that Grantee shall have exclusive control of and the exclusive right to control the details of its operations and activities on said described public property and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees; that the doctrine of respondeat superior shall not apply as between City and Grantee, its officers, agents, servants, employees, contractors and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Grantee.

14.

GRANTEE COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, CONCLUDING DEATH, TO ANY AND ALL PERSONS, OF "WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF SAID ENCROACHMENT AND USES GRANTED HEREUNDER, WHETHER OR NOT CAUSE, IN WHOLE OR PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF CITY; AND GRANTEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY OF CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FOR SUCH CLAIMS OR SUITS. GRANTEE SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF GRANTEE, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICESNEES, INVITEES OR TRESPASSERS.

15.

Grantee agrees to furnish City with a Certificate of Insurance, naming City as certificate holder, as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the proposed use and occupancy of public property as located and described in Exhibit "B". The amounts of such insurance shall be not less than the following:

Property damage, per occurrence	\$100,000.00
Bodily injury, per person	\$250,000.00
Bodily injury or death, per occurrence	\$500,000.00

With the understanding of and agreement by Grantee that such insurance amounts shall be revised upward at City's option and that Grantee shall so revise such amount immediately following notice to Grantee of such requirement. Such insurance policy shall provide that it cannot be canceled or amended without at least thirty (30) days' prior written notice to the Building Official

of the City of Fort Worth. A copy of such Certificate of Insurance is attached as Exhibit "A". Grantee agrees to submit a similar Certificate of Insurance annually to City on the anniversary date of the execution of this agreement.

Grantee, agrees, binds and obligates itself, its successors and assigns, to maintain and keep in force such public liability insurance at all times during the term of this agreement and until the removal of all encroachments and the cleaning and restoration of the city streets. All insurance coverage required herein shall include coverage of all Grantee's contractors.

16.

Grantee covenants and agrees that it will not assign all or any of its rights, privileges or duties under this contract without prior written approval of City, and any attempted assignment without such prior written approval shall be void.

17.

This agreement shall be binding upon the parties hereto, their successors and assigns.

18.

Should any action, whether real or asserted, at law or in equity, arise out of the terms and conditions of this agreement or out of the use and occupancy of City property as permitted hereunder, venue for said action shall be in Tarrant County, Texas.

19.

In any action brought by City for the enforcement of the obligations of Grantee, City shall be entitled to recover interest and reasonable attorneys' fees.

EXECUTED this ____ day of _____, _____

GRANTOR:

CITY OF FORT WORTH

Building Official

GRANTEE:

Title

APPROVED TO FORM AND LEGALITY:

Assistant City Attorney

Date

City Secretary

Date

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and For the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of _____, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, ____ day of _____, 20____.

Affiant

Title

*Notary Public in and for
The State of Texas*

STATE OF TEXAS

COUNTY OF TARRANT

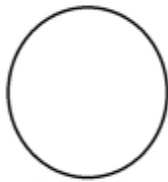
BEFORE ME, the undersigned authority, a Notary Public in and For the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of _____, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, ____ day of _____, 20 ____.

Affiant

Title

Notary Public in and for
The State of Texas



Indicate
"North" Arrow

Contractor Name: _____

Point of Contact: _____

Phone Number: _____

Building Permit Number: _____

Purpose for Closure: _____

Start Date: _____ End Date: _____

Taper length according to posted speed limit:

30 MPH, 10ft Offset, 150' minimum

35 MPH, 10ft Offset, 205' minimum

40 MPH, 10ft Offset, 265' minimum