Interlaken Town Road
Right-Of-Way Work Agreement

This Interlaken Town Road Right-Of-Way Work Agreement ("**Agreement**") is entered into as of the last date signed below, by and between Interlaken Town (the "**Town**") and the contractor submitting the application for the road right-of-way work (the "**Contractor**").

The Contractor 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 Town road right-of-way, including both paved and shoulder areas. Excavation or saw cutting requirements and specifications are provided in a separate document.

1. **Jones and DeMille Engineers** are the Interlaken Town Engineers and will review all permit applications and make recommendations to the Town Administrator, Planning Commission, and Council. No permits will be approved until the plan is reviewed and signed by Interlaken Town's authorized representative.
2. A policy of liability insurance must be obtained by the Contractor, 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) dollars which may result from road right of way conditions created by the encroachment/cut or any other modifications done in the road right of way. No permit shall be issued until the policy or a valid binder therefore has been delivered to the Interlaken Town Administrator.
3. The Contractor will provide a site plan and engineering survey if grade of land being disturbed is over a 10% slope and this plan must be submitted to the Interlaken Town Administrator. This is to ensure compliance with the Land Use and Building Ordinances of Interlaken Town.
4. The Contractor agrees to conform to all Land Use and Building Ordinances of Interlaken Town and the requirements in this agreement.
5. The Contractor 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 Contractor 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 Contractor 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 or dumpster will be on site as soon as the construction phase begins to produce trash. All dumpsters and containers will be covered with a mesh cover (blanket) to prevent the spread of debris. The Contractor 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 Interlaken Town dumpster site on Luzern Rd. Per the Interlaken Town Ordinances, a $500.00 fine will be imposed on the permit Contractor for any violations.

9. The Interlaken Town roadway includes a 33-foot wide right-of-way. Construction vehicles are subject to the parking regulations listed in Title 6 of Interlaken Town Municipal code. Interlaken Municipal code prohibits parking within Interlaken Town's 33-foot wide right of way from November 1st through March 31st. The Contractor must advise contractors that their vehicles must be parked outside the 33-foot wide right of way during these months. The road right of way includes any shoulder areas that fall within the 33-foot width. Failure to comply with this ordinance will result in fines and removal of the vehicle at the registered owner's expense. When construction activity requires temporary blockage of the right of way, the Town Administrator must be notified a minimum of 48 hours in advance. Traffic control measures must be in place during the blockage, with at least one attendant in place to help with directing traffic.

   Any vehicle which is blocking more than 50% of the roadway surface, other than for temporary unloading of materials or if a notification was sent in accordance with this section, will be considered in violation of Interlaken Town's parking regulations and subject to penalties. Any vehicle which is moving through the roadway in a backwards fashion, blocking more than 50% of the roadway surface, and presenting a hazard to oncoming traffic, requires the presence of flaggers in front and behind the vehicle. Of special concern are dump trucks, concrete trucks, trailers, and other heavy equipment backing up into a blind spot section of the roadway.

10. During April through October, when parking in the roadway is permitted, no construction site shall have an excess of 3 vehicles present. Vehicles must be parked with wheels off the asphalt surface, but may encroach on the shoulder areas, as specified in Title 6 of Interlaken code. Workers should carpool to the worksite to limit the number of vehicles parked to a maximum of 3. In the months from November through March, winter parking restrictions are in place, and no vehicles may be parked in the 33-foot right of way, 24 hours a day, 7 days a week.

11. The Contractor 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 Interlaken Town's inspector at the Contractor's expense.

12. A Road Impact Fee and Damage deposit are collected for all construction projects that make significant use of Interlaken Town's roads. The impact fee and damage deposit must be paid prior to Interlaken Town's approval of the plans. The damage deposit refund amount will be determined after assessing any damage to Interlaken Town's road system and municipal property, including, but not limited to, the asphalt surface, shoulder areas, guardrails, or any additional Town property located within or outside the Town's 33 foot wide right of way. Any damage resulting from construction activity directed onsite, or any additional activity including, but not

limited to, delivery of construction materials, concrete, or equipment, or other vehicular or equipment use associated with the project, shall be assessed and deducted from the damage deposit. The remaining damage deposit balance will be assessed and released once construction has completed and a final inspection by the Town Engineer and Interlaken Planning Commission has been completed.

13. The Completion deposit must be paid prior to the Town's approval of the plans. Upon completion of the final inspections performed by the Town Engineer and the Interlaken Planning Commission, the balance remaining after deducting any engineering fees that exceeded the original amount collected for plan review and inspections will be refunded. If an application is withdrawn prior to completion of a final inspection, the balance refunded will include deductions for all services provided by the Town Engineer.
14. 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 Contractor will be fined $500.00 per occurrence for failure to keep the Interlaken Town Roads clear of debris. Each day is considered a separate violation.
15. 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, Interlaken Town reserves the right to complete the work using its own contract labor. The cost of this work will be deducted from the Contractor's road damage deposit along with a $500 service fee.
16. 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.
17. The Contractor agrees to abide by the Town's permitted construction activity work hours as specified in Interlaken Town code, Section 9.07.010.

18. **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.

Road Right of Way Work
Permit Fees and Deposits

Interlaken Town's fees and deposits are billed upon receipt of this agreement and the plan set. Additional engineering fees for plan review and inspection will be included in this billing. The road right of way work permit is issued upon receipt of the fees and deposits and approval of the plan set. Road right of way work permit deposits and fees are set according to the scale of the project as established by *Town Resolution No. 2026-06-30 Consolidated Fee Schedule.* To view the fee schedule, visit the Town website at: https://www.interlakenut.gov/documents

After receipt of this signed agreement and the plans for the project, the Town will bill the Contractor for permit fees and deposits.

Please contact the Interlaken Town Administrator at admin@interlakenut.gov or (435) 565-3812 if you have questions.

For more information about building in Interlaken Town, visit our website at: https://www.interlakenut.gov/building

Please sign this agreement on the next page, and submit that page either by US mail to:

Interlaken Town
P.O. Box 1256
Midway, UT 84049

Or, electronically, to:
admin@interlakenut.gov

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

Road Right of Way Contractor Agreement

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: _____

Contractor License#: _____

Signature: _____

Mailing Address: _____

Phone Contact: _____

Email Address: _____

Lot # _____ Interlaken Address: _____

Date: _____

Description of Work (attach site plan and project details):

_____

_____

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_____

Completion Date_____

Excavation and Saw Cutting Requirements

1. Road surface will be saw cut to minimize disturbed area. Boring is the preferred method of extending utilities across the road right of way. Cutting should be used only if boring underneath the road right of way is not an option or if the project takes place between October 15th and April 15th, or when day or nighttime temperatures reach 32 degrees or below freezing.
2. Asphalt patch will consist of 9 inches of road base and 3 inches of asphalt or match existing, whichever is greater. T-patches will be used to replace asphalt and extend overlap in the disturbed surface. See the attached T-Trench and Pavement Restoration plans.
3. Traffic control will be provided to allow residents to ingress and egress with minimal delays.
4. Contractor will contact Ardurra Engineers for inspections prior to asphalt replacement.

Right of Way Subsurface Boring Requirements

1. Boring operations are permitted only in areas located a minimum of five feet (5') away from the edge of the asphalt surface of the Town road right of way.
2. Boring operations will be conducted in a way to minimize the disturbed area. Upon completion, any disturbed area in the road right of way must be restored to its original condition, including compaction and restoration of vegetation.
3. Use of missiles to bore under the road right of way is NOT permitted. Horizontal drilling is the only allowed method for boring under the road right of way. Trenching for drilling must be located a minimum of five feet (5') from the edge of the asphalt surface.
4. Minimum depths for buried cables and lines: All small cables, conduits, or pipelines to be buried in town rights of way for utility purposes shall be a minimum of twenty-four inches (24") below the final surface grade.
5. Traffic control will be provided to allow residents to ingress and egress with minimal delays.
6. Contractor will contact the Town Engineer for inspections prior to filling the area disturbed by the drilling activity, including trenches and other disturbances.

Blue Stakes Requirement

No excavation of road right of way work may proceed until the Contractor completes 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.

Interlaken Town Fee Schedule

Road Right of Way Work Agreement

This table lists the fees and deposits as set by *Town Resolution 2026-06-30 - Consolidated Fee Schedule*. Fees and deposits may be adjusted downward for projects of a smaller scope with less impact on the Town's infrastructure and road system.

Fee Description:	**Amount**:
Interlaken Permit Application Fee	$500
Town Engineers Review/Inspection Fee	$300
Road Impact Fee (if applicable)	$5,000 maximum
Damage Deposit (refundable)	$5,000 maximum
Completion Deposit (refundable)	$4,000 maximum

Upon receipt of the Contractor's plans and the signed agreement, the Town will invoice the Contractor for the permit fees and deposits. Payment can be made by check, payable to **Interlaken Town**.

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

Payment may also be made through the Town's SmartPay online portal. Contact the Town Administrator for more information.