

EXCAVATION PERMIT

Application Packet




Tooele City
Est. 1853
Public Works Department
90 North Main Street, Tooele, UT 84074
(435) 843-2130

Dear Applicant,

This application packet has been developed as a means to assist you, the applicant, in understanding the application procedure and requirements when requesting an **Excavation Permit**. This packet includes all the necessary background information you will need to prepare and file a complete submittal that will allow your application to be processed and reviewed in the timeliest manner possible. The following materials have been included in this application packet for your convenience:

- Excavation Permit Application Form
- Excavation Permit Application Checklist

Incomplete applications will not be accepted, receipted, or processed. In order to adequately process your request, the following materials will be required at the time of submission of your application:

- Completed Excavation Permit Application Form
- Traffic Control Plan
- Map of Work Location
- All items and responses identified on the Excavation Permit Application Checklist (incomplete applications will not be accepted).
- Application & Bonding fees, as specified in the current Tooele City Fee Schedule.
- Other supporting materials as applicable.

Should you have any further questions regarding the application materials, process, or laws and ordinances governing excavation permits, please feel free to contact City Hall at the address and phone number below. The Tooele City Code and Fee Schedule can be accessed via www.tooelecity.gov. Thank you for your interest in Tooele City, and we look forward to working with you very soon.

Sincerely,

Tooele City

Excavation Permit Application

Public Works Department
90 North Main Street, Tooele, UT 84074
(435) 843-2130
www.tooelecity.gov



Project Information		Permit #		
Applicant:		Firm/Organization:		
Address:		City:	State:	Zip:
Phone:		Fax:		
Location of Work:		Contractor:		
<input type="checkbox"/> One-Time Contractor Application		<input type="checkbox"/> Approved Contractor's List Contractor		
Contractor License Number:		Dimensions of Work:	Width:	Length:
Applicant Signature: _____ Date _____				

*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann. § 63-2-302.5*, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

Purpose of Work:

<input type="checkbox"/> Water	<input type="checkbox"/> Curb & Gutter	<input type="checkbox"/> Electric
<input type="checkbox"/> Sewer	<input type="checkbox"/> Asphalt	<input type="checkbox"/> Telephone
<input type="checkbox"/> Gas	<input type="checkbox"/> Concrete	<input type="checkbox"/> TV, Internet
<input type="checkbox"/> Other (explain): _____		

Notes:

- A copy of this permit must remain on the job site at all times.
- A 48-hour minimum notice is required prior to beginning construction.
- Contractor shall be responsible for calling for Blue Staking.
- Contractor shall be responsible for requesting all required inspections at least 24-hours in advance.
- A detailed drawing shall be submitted with every Excavation Permit request before an approval will be granted.
- Traffic Control is to remain in place until all contractors equipment is removed from the job site.
- Asphalt and concrete road surfaces shall be a "T" saw cut, per APWA specifications, 24 inches minimum either side of the top edge of the completed trench.
- A minimum of 8 inches of road base is to be installed under the road surface.
- Replacement asphalt shall match existing asphalt thickness plus 1 inch but in no case be less than 4 inches thick, PG64-28 design mix.
- Any road with existing overlay fabric shall be repaired per the City Standards.
- Final surface repair shall be within two working days of completion of the utility connection and related piping work including raising manholes, valves, monuments, etc.
- Trenches 12 inches wide or less shall be filled with controlled low strength material (CLSM) per APWA specifications. Contractor to provide density to City prior to use.
- Trenches larger than 12 inches wide shall be compacted to 95% minimum Modified Proctor Density (ASTM D-1557) and shall be documented by contractor-supplied certified compaction tests, in accordance with APWA specifications.
- Compaction reports shall be submitted to the Tooele City Public Works Department.
- All asphalt edges of the new patching shall be crack sealed.
- Winter patching shall be considered temporary and must be removed and replaced at the contractor's expense in accordance with Tooele City Standards.
- Contractor shall guarantee work for 24 months from completion of the roadway repair.

Applicant's Agreement:

The applicant, including their successors and assigns, does hereby agree to assume all of the duties, obligations, and responsibilities required of them under the terms of the Tooele City Code. All work shall conform to APWA and Tooele City Standards and Specifications.

Required Inspections:

<input type="checkbox"/> Tapping/Connection	<input type="checkbox"/> Base Course & Tack Seal	<input type="checkbox"/> Final End of Warranty
<input type="checkbox"/> Bedding & Backfill	<input type="checkbox"/> Pavement Crack Seal	
<input type="checkbox"/> Other (explain): _____		

For Office Use Only

Emergency <input type="checkbox"/>	Non-Emergency <input type="checkbox"/>	Received By: _____	Date Received: _____	Fee: _____	Receipt No.: _____
Director's Approval:		Approved _____, 20____.			Permit EXPIRES on _____.

Excavation Permit Application Checklist

*Incomplete applications will not be accepted or held.
All required items shall be submitted.*

Submission Requirements

- ____ Application Fee
- ____ Completed Application Form
- ____ Restoration Bond, unless using a Contractor from the Approved Contractor's List
- ____ Traffic Control Plan
 - Contractor shall make proper provisions for protecting the public with necessary barricades, lights, and with all other appurtenances necessary to safeguard the users of such roadway and/or walkway, as outlined in the Manual on Uniform Traffic Control Devices Part VI, Standards for Work Zone Traffic Control.
- ____ Map of Location of Work
 - Map needs to show approximate location of work to be done on or adjacent to the property.

INDEMNITY AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter the "City"), and _____, at _____, (hereinafter the "Contractor") (collectively the "Parties") enter into this Indemnity Agreement ("Agreement") on the _____ day of _____, 20____ (the "Effective Date").

- One-Time Contractor, OR
- Approved Contractor's List

Recitals

WHEREAS, street excavations and street excavations permits in Tooele City are governed by Tooele City Code Chapter 9; and,

WHEREAS, the Contractor is aware of and acknowledges that T.C.C. Section 4-9-1 states in part, "It is unlawful for any person, firm, or corporation to tunnel under, or to make any excavation in any street, alley, or other public place or right of way within the limits of Tooele City without having first obtained a permit" ("Permit") as required by T.C.C. Chapter 4-9; and,

WHEREAS, the Contractor is aware of and acknowledges that T.C.C. Section 4-9-4 requires that any contractor conducting street excavation within a Tooele City right-of-way shall be a State-licensed contractor; and,

WHEREAS, as required by T.C.C. Section 4-9-2, the Contractor has signed an agreement stating that they and all their contractors will comply with all ordinances and laws relating to the work to be done (see copy of agreement attached as Exhibit 1; this agreement may be the Permit or signed Permit application); and,

WHEREAS, the Contractor has provided proof of liability insurance as required under T.C.C. Sections 4-9-4 and -5 (see such proof attached as Exhibit 2); and,

WHEREAS, the Contractor is aware of and acknowledges that T.C.C. Sections 4-9-4 and -5 require the present Agreement, which shall cover any street excavation work performed within a Tooele City right-of-way or on public property:

Indemnification and Release. Now, therefore, in exchange for the privilege of receiving a Permit to excavate with a Tooele City right-of-way, the entitlements bestowed by that Permit, and/or of being named on Tooele City's list of approved contractors for street excavations, the Contractor does promise and agree to release, defend, pay on behalf of, indemnify, and hold harmless Tooele City Corporation and its elected and appointed officials, employees, volunteers, and others working on behalf of the City ("Indemnitees") against any and all claims, demands, suits, or loss, including all

costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Indemnitees by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arise out of or are in any way connected or associated with street excavation work performed by the Contractor within a Tooele City right-of-way or on public property.

Consideration. The Contractor acknowledges that the consideration described in this Agreement is sufficient and acceptable for the agreements and promises contained in this Agreement individually and in their aggregate.

Term.

(1). For One-Time Contractors under T.C.C. Section 4-9-4, the term of this Agreement shall be from the Effective Date to the end of the calendar year.

(2) For contractors on the Approved Contractors List under T.C.C. Section 4-9-5, the term of this Agreement shall be from the Effective Date to the date that the Contractor (a) is removed from the approved contractors list or (b) ceases to comply with the approved contractors list requirements.

No Third Party Beneficiaries. Nothing in this Agreement is intended for the benefit of any party except for the named Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights or obligations of either of the Parties to any person or entity other than to each other.

Successors and Assigns. This Agreement shall not be assignable or transferable by the Contractor.

Attorneys' Fees. If any formal action or proceeding (e.g., law suit, arbitration) is brought by any Party to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees, whether such sums are expended at trial, at arbitration, on appeal, or in a bankruptcy proceeding.

Entire Agreement. This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions between the Parties with respect to the subject matter covered hereby.

Notices. All notices, demands, requests, or other communications under this Agreement shall be in writing and effective when received, and delivery shall be made personally, or by registered or certified mail, return receipt requested, postage prepaid, or overnight courier, addressed as follows:

Tooele City Corporation
Attention: Public Works Director
90 North Main Street
Tooele, UT 84074

Exhibits and Recitals Incorporated by Reference. The recitals and each exhibit identified in this Agreement are incorporated hereby by reference.

Survival. This Agreement shall survive the termination of any Permit.

IN WITNESS WHEREOF, the Contractor and the City have executed this Agreement as of the Effective Date.

Tooele City Corporation

Name:
Title:

Maresa Manzione
Mayor

ATTEST

APPROVED AS TO FORM

Shilo Baker
Tooele City Recorder

Matthew C. Johnson
Tooele City Attorney

STATE OF UTAH)
) ss.
COUNTY OF _____)

Before me, a notary public, appeared _____, who did affirm to me that he/she is an agent of the Contractor and that he/she did execute this Indemnification Agreement with due authority this ____ day of _____, 20 ____.

Notary Public
Residing in _____ County, Utah

Exhibit 1

Agreement to Comply with Laws
(May be the Permit or signed Permit application)

Exhibit 2

Proof of Liability Insurance