



City of Kingsville
 410 W. King Ave.
 Kingsville, Texas 78363
 Office: (361)595-8019

Approved: _____
 Denied: _____
 Revision: _____

Permit No: _____

RIGHT OF WAY EXCAVATION PERMIT APPLICATION

DISCLAIMER, PERMIT PROHIBITIONS:

- (a) No permit shall be issued for an excavation in any public way that has been constructed, reconstructed, repaved, or resurfaced in the preceding period of five (5) years per City Ordinance Section 5-7-12.
- (b) The director shall not issue a permit to any person who is in default or breach of any obligation to the city under this article on a prior permit or on a warranty obligation under sections 5-7-18 and 5-7-19 of this Code per City Ordinance Section 5-7-13.

Owner's Name: _____ Contact Person: _____ Date: _____
 Owner's Mailing Address: _____ Contact Phone No: _____
 Business Type (Corp, Partnership, Sole Proprietor): _____
 Owner's Email Address: _____ Contractor: _____
 Contractor's Mailing Address: _____ Contractor's Phone No: _____
 Contractor's Email Address: _____ Street to be Excavated: _____
 Location of Excavation (Include Map Key Number): _____

The undersigned hereby makes application to excavate into the City of Kingsville's ROW for the purpose of installing:

TYPE OF WORK:

<input type="checkbox"/> Telephone	<input type="checkbox"/> Gas	<input type="checkbox"/> Cable	<input type="checkbox"/> Fiber	<input type="checkbox"/> Other
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STREET EXCAVATION:

	<input type="checkbox"/> Concrete	<input type="checkbox"/> Asphalt
Depth of Cut		
Length of Cut		
Width of Cut		

Purpose of Excavation (Includes facilities to be installed, maintained and/or repaired):

Method of Excavation:

Type(s) of Machinery to be Used:

Will all materials necessary for construction be on hand and ready for use?

Yes No If No, When: _____ N/A: _____

Proposed Start Date:

Proposed End Date:

Is this work for emergency repair? Yes No Basis of Emergency: _____

If yes, date and time emergency occurred: _____

Owner's Representative's Phone Number for 24hr Calls: _____

Texas One-Call 811 Transmittal Number: _____

Representative for all notices:

Name: _____

Email Address: _____

Mailing Address: _____

Fax Number: _____

CONSTRUCTION REQUIREMENTS:

- (a) All excavations shall be inspected by the city per City Ordinance 5-7-21.
- (b) As-built drawings and specifications per City Ordinance Section 5-7-23.

REQUIRED ATTACHMENTS / SUPPLEMENTAL INFORMATION:

- (c) Location Map and/or Construction Plans; drawings and specifications
- (d) Pavement cost recovery (PCR) fee. This reimbursement to the city is due prior to permit issuance and is collected to account for the decrease in the useful life of a street caused by excavations per City Ordinance Section 5-7-7.
- (e) Provide work warranty per City Ordinance Section 5-7-10
- (f) Provide Liability insurance per City Ordinance Section 5-17-14.
- (g) Damage to facility information, per City Ordinance Section 5-7-22.

I, _____ authorize the following,
 (Printed Name)

PERMITEE AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THE PERMIT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCT'S LIABILITY OR STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

INDEMNIFICATION

PERMITEE AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS PERMIT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (i) PERMITEE AND/OR ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PRINCIPALS, OR SUBCONTRACTORS OF PERMITEE (COLLECTIVELY IN NUMBERED PARAGRAPHS (i)–(iii), "PERMITEE") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (ii) THE CITY'S AND PERMITEE ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PERMITEE IS IMMUNE FROM LIABILITY OR NOT; AND
- (iii) THE CITY AND PERMITEE ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PERMITEE IS IMMUNE FROM LIABILITY OR NOT.

PERMITEE SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THE PERMIT AND FOR FOUR YEARS AFTER THE PERMIT TERMINATES.

WHERE APPLICABLE, THE PROVISIONS OF SECTION 283.057 OF THE TEXAS LOCAL GOVERNMENT CODE SHALL CONTROL IN LIEU OF THE FOREGOING; ADDITIONALLY, TO THE EXTENT THAT THE APPLICANT HOLDS A CURRENT AND VALID UTILITY FRANCHISE FROM THE CITY, THE RELEASE AND INDEMNIFICATION PROVISIONS OF THE FRANCHISE SHALL CONTROL IN LIEU OF THE FOREGOING.

Signature: _____ Print: _____ Date: _____