City of New Braunfels

FAX to: 830.608.1998
Form available on web:
www.nbtexas.org/streets

ROAD/RIGHT-OF-WAY EXCAVATION PERMIT APPLICATION

APPLICANT INFORMATION (OWNER) DATE: _____

Company Name: _____ Person to Contact: _____

Address: _____ City, State, Zip: _____

Phone No.: _____ Fax No.: _____

CONTRACTOR

Company Name: _____ Person to Contact: _____

Address: _____ City, State, Zip: _____

Phone No.: _____ Fax No.: _____

LOCATION INFORMATION

Street Name to be cut: _____

Type of Installation/Repair; reason for work:

Estimated Start Date: _____ Estimated Completion Date: _____

Please read second page before signing.

Applicant Signature: _____ Date: _____

Job Title: _____

STREET CUT DIAGRAM

Please attach necessary drawings.

Number of cut(s): _____ Width of cut(s): _____

Length of cut(s): _____ Total square footage of cut(s): _____

One Call Transmittal No.: _____ NBU Water Services Transmittal No.: _____

PUBLIC WORKS ADMINISTRATION PW Permit #: _____

Date Received: _____ Fees Paid _____ Receipt No. _____ Staff Initials _____

Licensed with City: ☐ Yes ☐ No

Cutting streets approval: ☐ Yes ☐ No (see attached for reason(s))

Permit Effective Period: From: _____ To: _____

New overlayed street? ☐ Yes ☐ No

Approved by: _____ Date: _____

PERMITTEE JOB CLOSE-OUT INFORMATION: (to be returned after job completion)

Actual Finish/Final Street Repair Date:

Foreman Signature: _____ Date: _____

WARRANTY:

Applicant represents and warrants the City the following:

1. The permitee shall timely perform the excavation in accordance with the approved permit, all applicable laws, rules regulations and the construction standards pursuant to Chapter 114 of the Code of Ordinances, New Braunfels, Texas as amended from time to time.
2. The permitee shall diligently prosecute the excavation to its completion within the time authorized under the approved permit.
3. The permitee shall warrant its excavation against all defects in workmanship and materials for a period of two years after completion.
4. The permitee shall repair any portion of the pavement or surface of any public way excavated under this warranty. If defects in workmanship or materials occur within the warranty period the applicant shall make such repairs within the time period detailed within the written notice from the City Engineer stating the repairs are necessary.

RELEASE:

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 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 from all claims, causes, action, liabilities, and expenses (including without limitation, attorneys fees, court costs, interest, and all other defense costs) 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 it's agents', employees', officers', directors', principals', or subcontractor's of the permitee actual or alleged negligence or intentional acts or omissions;
ii. The City's and permitee's actual or alleged concurrent negligence, whether applicant is immune from liability or not; and
iii. The City's and permitee's actual or alleged strict products liability or strict statutory liability, whether applicant is immune from liability or not.

The permitee shall defend, indemnify, and hold the City harmless during the term of the approved 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 forgoing; additionally, to the extent that the applicant holds a valid utility franchise form the City, the release and indemnification provisions of the franchise shall control in lieu of the foregoing.

APPLICANT'S DECLARATION:

I hereby certify that I have read and examined this application and know that same to be true and correct provisions of the adopted codes as well as all laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction. I confirm the all materials necessary for construction will be on hand and ready for use so as not to delay the construction. I certify I am the owner or duly authorized representative of the owner whose name appears on this application and I am fully authorized to bind the owner in executing this application. I certify that I have on file with the City Secretary evidence that I the applicant holds a current policy of comprehensive general liability insurance covering all work described.