CITY OF LYTLE
EXCAVATION PERMIT APPLICATION
(Blue or Black Ink Only)

As per Ordinance No. 379, Section 1, all contractors that need to excavate city streets shall file an application to obtain a permit from the City of Lytle in order to perform this work.

CONTRACTOR'S NAME:_____

DOING BUSINESS AS:_____

DOING BUSINESS FOR:_____

COMPANY'S ADDRESS:_____

COMPANY'S PHONE NUMBER:_____

NAME OF COMPANY'S REPRESENTATIVE:_____

PLEASE ATTACH BUSINESS CARD WITH ALL INFO REQUIRED.

Date(s) of Excavation Work:_____

Location(s) of Excavation Work:_____

Reason for Excavation Work:_____

Certification of Contractor's/Permitter's Equipment

I, _____ representative for _____, do hereby certify that our company's equipment is in good operating order. Please attach paperwork of calibration of equipment, if applicable.

Signature of Company Representative:_____

Date of Application:_____

PROOF OF INSURANCE is REQUIRED before permit is granted as per Attachment "A".

PERFORMANCE/ASSURANCE BOND is also REQUIRED to obtain Excavation Permit as per Attachment "B".

GUARANTEE OF WORK BY PERMITTEE/CONTRACTOR. Permittee/Contractor by signing this application it guarantees that all work done under this permit shall last for the life of the street upon which the work was performed.

LIABILITY OF CONTRACTOR AND SURETIES FOR MAINTENANCE AND REPAIR WORK.

Any defects or workmanship or material relating to work done by an excavator during the initial project or becoming known or which should have been known during the guarantee period (the Life of the Street) shall be known as maintenance or repair work and both the excavator and the sureties and/or the Contractor's bond shall be fully liable for any default of such Contractor under this section. In the event of a failure in the restoration of an Excavation, the Permittee shall have one opportunity to repair, in a timely manner, the section of the restoration that has failed at its expense, which repair shall be in accordance with the standards set forth in the City of Lytle's Code of Ordinance. In the event of any subsequent failure of that section of the restoration, the City retains the right and option to terminate the Permittee's guaranty, upon written notice to the Permittee. In such event, the Permittee shall reimburse the City for its direct costs associated with the repair of the failure of the restoration work.

LIABILITY OF PERMITTEE/CONTRACTOR & INDEMNIFICATION OF CITY OF LYTLE

To the extent allowed by law, the Permittee shall be liable to the City for any damage or loss occasioned by any act or omission occurring in connection with his Excavation, and subject to state law, the Permittee shall fully indemnify, hold harmless and defend the City, its officers and employees from and against any and all suits, actions, judgments, losses, costs, demands, claims, expenses (including attorney's fees), damages, and liabilities of every kind to which the City, its officers or employees may be subjected for injury of any type, death or property damage arising from or connected with any such act or omission. City shall promptly notify a Permittee at the address set forth in the Permit, or last known address, of any claim or suit served upon the City and alleging negligent or wrongful conduct by the Permittee in connection with an Excavation.

I, _____ representative for _____,
do hereby agree that _____(Company Name) will fully indemnify, hold harmless and defend the City of Lytle and its officers and employees as per the above stated indemnification clause.

Signature:_____

Application filed by:_____

Date Permit Issued to Above Mentioned Contractor/Permittee:_____

Permit Issued By:_____
on behalf of the City of Lytle, Texas, upon review by the City Secretary to see that all conditions and/or requirements for said permit application have been met.

ATTACHMENT "A"
INSURANCE REQUIREMENTS FOR OBTAINING EXCAVATION PERMIT

I. Permittees shall furnish an original completed Certificate of Insurance form to the City Secretary, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to perform under this Ordinance until such certificate shall have been delivered to the City Secretary, and no officer or employee, shall have authority to waive this requirement.

II. The City reserves the right to review the insurance requirements of this section to modify insurance coverage and their limits when deemed necessary and prudent by the City Council based upon changes in statutory law, court decisions, or circumstances surrounding this Ordinance, but in no instance will the City allow modification whereupon the City may incur increased risk.

III. Subject to the Permittee's right to maintain reasonable deductibles in such amounts as are approved by the City, Permittees shall obtain and maintain in full force and effect for the duration of the Permit, and any extension thereof, and/or duration of time it maintains Facilities in the public Right of Way, at the Permittee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable by the City, in the following types and amounts:

TYPE	AMOUNT
a. Workers' Compensation	Statutory
b. Commercial General (Public) Liability Insurance to include coverage for the following:	
a) Premises/Operations	Bodily Injury and Property Damage of $2,000,000 per occurrence $5,000,000 General aggregate or its equivalent in umbrella or excess liability coverage
b) Independent Contractors	
c) Products/completed operations	
d) Contractual Liability	
e) Personal Injury	
f) Explosion, collapse, underground	
g) Broad form property damage, to include fire legal liability	

c.	Business Automobile Liability a) Owned/Leased vehicles b) Non-Owned vehicles c) Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence or its equivalent

IV. Permittee shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than 30 days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of Lytle
Attn: City Secretary
P.O. Box 743
Lytle, Texas 78052

V. Nothing herein contained shall be construed as limiting in any way the extent to which the Permittee may be held responsible for payments of damages to persons or property resulting from the Permittee's or its subcontractors' performance of the work performed in the Public Right of Way.

VI. Nothing herein contained shall be construed as a waiver of the City's governmental immunity.

ATTACHMENT "B"
PERFORMANCE/ASSURANCE BOND

Before a Permit shall be issued, the Applicant therefore shall execute and deliver to the City, to be kept on file in the City Secretary's office, a good and sufficient bond of assurance, in the sum of ten thousand dollars ($10,000.00) to be approved by the City Secretary and conditioned that the person making the application shall promptly adjust, pay and settle all legitimate claims for damages that may result by reason of carelessness or negligence in the manner or performing such work or by reason of any defects therein caused or arising from careless, negligent or imperfect construction thereof, and to hold the City free and harmless from liability on all such claims for damages. The performance or assurance bond shall cover the cost of repairs in or upon the street, sidewalk or other public place where the work is to be done that may become necessary by reason of such cut or Excavation having been made. The bond shall be maintained until the work is accepted by the City.