

APPLICATION FOR DITCH OR TRENCH PERMIT

CITY OF MARTHASVILLE
402 E. MAIN STREET, MARTHASVILLE, MO 63357
PHONE (636) 433-5554 ~ cityclerk@marthasvillemo.gov

Fee Rec'd Date: _____
Current Contractor's License: _____
Contractor's Insurance Attached: _____

DATE: _____

PERMIT No. _____

_____ (herein called "Applicant") and _____

(herein called "Applicant's Contractor") request permission to perform the following described work within the City of Marthasville public street located at: _____

The work to be performed in accordance with the City of Marthasville ordinances and the General Provisions and General Conditions as stated on the reverse side of this permit application.

Description and dimensions of the work are as follows: _____

The work will be within: street paved areas, sidewalk, yard, others (describe) _____

The Applicant and the Applicant's Contractor agree to comply with the General Provisions and General Conditions as stated on the reverse side of this permit as well as the following Special Provisions:

Accompanying this application is a monetary deposit or cash bond payable to the City of Marthasville in the amount of _____ Dollars (\$_____).

An amount sufficient to guarantee returning the street to its original condition, a minimum of ten dollars (\$10.00) per lineal foot of pavement crossed.

Any cost incurred by the City of Marthasville for cleaning mud and/or debris from public streets, sidewalks, sewers, etc. or any restorations not complete to the satisfaction of the City Board within one (1) month of the permit expiration date will be grounds for forfeiting the deposit/bond as described by City Ordinances. Any excess funds remaining after completion and inspection of the damaged area shall be refunded to the depositor within thirty (30) days after completion.

Accompanying this application is proof of liability insurance from the Applicant's Contractor performing the described work in the minimum amount of three hundred thousand dollars (\$300,000) per occurrence against all claims for damages arising from the prosecution of the work for while this permit is sought. The City of Marthasville shall be shown as an additional insured.

Print Applicant Applicant's Signature Date

Applicant Address City, State, Zip Phone

Print Applicant's Contractor Applicant's Contractor Signature Date

Applicant's Contractor Address City, State, Zip Phone

PERMIT ISSUED BY: _____ Date Issued: _____ Date Expires: _____

Inspected By: _____ Date: _____ Eligible for Refund: _____ (yes/no)

REFER TO THE BACK OF THIS FORM FOR GENERAL PROVISIONS AND GENERAL CONDITIONS

PER ORD. 246 (8-8-00)

GENERAL PROVISIONS

1. STREET PAVED AREAS
 - a. The City reserved the right to prohibit open pavement cuts. In such cases boring or tunneling may be utilized.
 - b. When crossing any paved surface, the trench outline plus six (6) inches on each side shall be cut by saw or jackhammer with paving cutter blade.
 - c. Backfill - around utility item shall be carefully performed with one (1) inch minus State specification crushed limestone compact in maximum eight (8) inch lifts.
 - d. Provide steel cover plate if open street cut cannot be repaired the same day.
 - e. Asphalt - patching with cold mix asphalt composition shall be acceptable. A finish layer of asphalt shall be applied to a thickness of not less than three (3) inches.
 - f. Concrete - a finish layer of concrete will be applied to a thickness of not less than six (6) inches.
 - g. All concrete joints shall be filled or sealed with cold poured latex emulsion.
 - h. All work including forming and base to be inspected by City Inspector.

2. SIDEWALKS/CURBING
 - a. Backfill around utility item shall be carefully performed with one (1) inch minus State specification crushed limestone compact.
 - b. Replacement of sidewalk poured a minimum of four (4) inches thick.
 - c. Expansion joints shall be provided evenly ten (10) foot max. and expansion grooves every five (5) feet max.
 - d. All sidewalks shall be a minimum three (3) feet wide. In commercial areas or along primary streets to be a minimum four (4) feet wide.
 - e. Those same specifications shall apply to any curbing or sidewalks voluntarily built on existing streets or right-of-ways.

3. YARDS
 - a. All excavated material unsuitable for backfill shall be removed and disposed of off the site, by and at the expense of the Applicant/Contractor.
 - b. Backfill in these areas shall be compacted to 85% of the Modified Proctor density as directed by the City. It is the intent of these Specifications to secure a condition where no further settlement of trenches will occur after backfilling is complete.
 - c. Finish grading shall be reasonably smooth uniform surfaces that will merge with the adjacent terrain without noticeable break.
 - d. Seeding, straw laying or sod replacement will be at the expense of the Applicant/Contractor.

GENERAL CONDITIONS

1. **All tests and inspections require a 48 hour advance notice. Excludes weekends and holidays.**
2. The City of Marthasville Water, Street and Sewer design requirements are to be conformed with at all times, available at City Hall.
3. All work will be performed expediently and in a workmanship like manner.
4. Applicant and Applicant's Contractor agree to perform all work in accordance with this permit and indemnity and hold harmless the City of Marthasville, its officers and employees from all liability , judgments, costs, expenses, suits, actions or claims growing out of damages, or alleged damages, of any nature to any person or property arising out of performance or non-performance of said work or the existence of facilities and/or appurtenances thereof.
5. Trenches shall be only of sufficient width to provide a free working space on each side of the pipe.
6. The Contractor shall provide all barricades, lights, temporary crossings, warning signs, etc. that may be necessary to properly protect the public and the work from injury or damage.
7. Roadway, culverts, ditches and other such devices used to carry surface runoff will be kept open, free and clear at all times.
8. All voids resulting from boring or pushing casings to other facilities under roadways or approaches will be satisfactory filled by the method and with materials approved by City Inspector.
9. All pavements will be repaired by neatly saw cutting in a straight line, removing all damaged pavement prior to repaving.
10. The Contractor will protect roadway plant materials, including trees and shrubs. Such materials and grass areas that are disturbed will be restored as directed by the City Inspector. Trees and shrubs will not be cut, trimmed or moved without the specific permission from the City Inspector.
11. In case of damage to private property located next to the City of Marthasville's right-of-way, the Contractor will repair or replace such property to the satisfaction of the property owner. In all cases, Contractor will notify the property owner and City Inspector of such damage immediately.
12. Obtaining this permit does not relieve the Contractor of the responsibility for obtaining other permits required by this or any other agency or jurisdiction. This permit does not give the Contractor permission to enter private property without the property owner's permission.
13. The Applicant and the Applicant's Contractor will be held jointly responsible for all of the requirements of this permit until it is released by the City Inspector.
14. Storage of materials shall not interfere with the use of sidewalks, driveways, roadways or drainage in any way. Any materials and equipment so stored will remain as near the right-of-way line as possible, properly barricaded and for as short of time as possible. If the Contractor is performing work on or has a right to the property adjacent to the City of Marthasville's right-of-way, all materials and equipment will be stored on that property.
15. The total cost of all construction, maintenance, cleaning of streets, sidewalks, and sewers, and removal of facilities and their appurtenances installed or placed under this permit shall be borne by the Applicant and the Applicant's Contractor, his successors, heirs and assigns.
16. The Contractor will be responsible to locate all underground utilities.

I have received the latest edition of the City of Marthasville Water, Street and Sewer Design Requirements

Initial

Date