



General ROW Excavation Permit

Job Site Information

Job Address: _____

Applicant/Owner: _____ Phone: _____ Email: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Contractor Name: _____ Phone: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

The applicant must attach a map showing location of work to be done.

Purpose and Method of Excavation

Purpose: ☐ Repair ☐ Maintenance ☐ New Install

Method: ☐ Open Cut ☐ Bore ☐ Other: _____

Is this job an Emergency? ☐ Yes ☐ No

Check and fill out only those areas that apply to your proposal

(At least 48 hours before digging call 811 and PW for utility locates)

Surface: ☐ Concrete/Asphalt ☐ Gravel/Caliche ☐ Dirt/Grass ☐ Public Utility Easement

Type: ☐ Street ☐ Alley ☐ Sidewalk ☐ Driveway

Other: _____ Depth: _____ Width: _____ Length: _____

Proposed Start Date: _____ Duration of the Excavation: _____

Are you fully authorized to act on behalf of the Applicant/Owner in executing and filing the application? ☐ Yes ☐ No

NOTES

If work is not started within 60 days or completed within the time allotted by this permit, a new permit must be obtained. This permit does not grant any permanent right, claim, title or easement in or upon the right of way.

Pedestrian and Vehicular traffic must be protected at all times according to Section ____ of the City of Mercedes code of Ordinances.

All work permitted shall be according to the City of Mercedes Department of Public Works.

RELEASE

Permittee 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

Permittee 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 r 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) Permittee's and/or its agents', employees', officers', directors', principals', or subcontractors of permittees' actual or alleged negligence or intentional acts or omissions;
- (ii) The city's and permittee's actual or alleged concurrent negligence, whether permittee is immune from liability or not; and
- (iii) The city's and permittee's actual or alleged strict products liability or strict statutory liability, whether permittee is immune from liability or not. Permittee 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.

WARRANTY

All work completed by the permittee shall be guaranteed and warranted for a term of no less than twenty-four (24) months from the date the work was completed. This does not prohibit the City from pursuing repairs after this date if it believes there were latent defects in the work completed under this permit. Whenever within the two-year period any portion of the pavement or surface of any public way excavated under such a warranty is, in the engineering determination of the Public Works Director or designee, in need of repairs, by reason of any defect in workmanship or materials, the director shall serve upon the permittee a written notice stating the repairs necessary, and requiring the repairs to be made within five (5) days after service of the notice. If the repairs are not timely made, the director shall at once make or cause to the repairs to be made at the expense of the permittee. The expenses, including any related administrative expenses, shall be charged to the permittee, and the permittee is hereby required to pay the cost within thirty (30) days following receipt of notification. Disputes over costs assessed shall be subject to a hearing process.

By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies I agree with the terms and conditions of this form.

Signature

Date

FOR OFFICE USE ONLY

Date Received: _____

Authorized By: _____

Date Authorized: _____

Fee Schedules

Permit Fee Schedule		
Permit Application Fee	Construction Sq. Ft.	Fee
	0 - 999	\$20
	1,000 - 4,999	\$20 for 1 st 1,000 Plus \$4 per each addtl. 1000 or fraction
	5,000 - 9,999	\$290 for 1 st 1,000 Plus \$4 per each addtl. 1000 or fraction
	10,000 - 49,999	\$500 for 1 st 1,000 Plus \$4 per each addtl. 1000 or fraction
	50,000 and above	\$1700 for 1 st 1,000 Plus \$4 per each addtl. 1000 or fraction
Expedited Application Fee		Additional \$40

Street & Sidewalk Damage Fee Schedule				
For altering, changing, breaking or destroying any hard-surfaced or concrete finished sidewalk, curb, gutter or driveway	Type	None	>5 yrs. Old	>10 yrs. Old
	Sidewalk	\$0/sqr. ft.	\$2.00/sqr. ft.	\$0.75/sqr. ft.
	Driveway	\$0/sqr. ft.	\$2.25/sqr. ft.	\$1.00/sqr. ft.
For constructing, altering, changing, breaking or destroying any street or avenue	Type	<5 yrs. Old	<7 yrs. Old Old<10 yrs. Old	>10 yrs. Old
	Street	\$6.00/sqr. ft.	\$3.00/sqr. ft.	\$2.00/sqr. ft.
	Alley	The City of Mercedes does not pave alleys. However; IF caliche or millings are present in the alley a fee of \$0.75/sqr. ft. will be charged to the Permittee		

The City of Mercedes may waive the permit fee for all work performed by a governmental agency, whether this work is performed by the employees of the governmental agency or by a private firm or corporation under contract with the governmental agency. However, such governmental agency or private firm or corporation under contract therewith shall not be relieved of the responsibility for obtaining a permit for work

Please attach Permit invoice and proof of payment to Application.