

PUBLIC WORKS DEPARTMENT
14811 MANCHESTER ROAD
BALLWIN, MO 63011
636-227-9000

**APPLICATION FOR
EXCAVATION PERMIT**
CITY OF BALLWIN



PERMIT # _____

PERMIT FEE: \$100.00 (SEE NOTE BELOW)

FEE REC'D DATE: _____
CURRENT CONTRACTOR'S LICENSE _____ (Y/N)
CONTRACTOR'S INSURANCE ATTACHED _____ (Y/N)

_____ (herein called "Applicant") and _____

(herein called "Applicant's Contractor") **request** permission to perform the following described work within the City of

Ballwin public street at: _____. The work to be performed in accordance with Ballwin ordinances and the General Provisions and Conditions as stated on the reverse side of this permit application is (check one):

- Irrigation system installation/repairs. A separate backflow preventor permit is required.
- New driveway, widening, or driveway replacement / installation.
- Utility repairs or new installation
- Other (describe): _____

Description and dimensions of the work are as follows: _____

The work will be within street paved areas, sidewalk, sod, 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 **cash escrow** (waived for driveway replacements/installations/widening and irrigation systems) for _____ Dollars (\$ _____) payable to the City of Ballwin, Missouri. In lieu of such cash escrow, a **performance and payment bond** in the amount of not less than \$5,000: _____ Dollars (\$ _____) has been filed with the City Administrator.

Any costs incurred by the City of Ballwin for cleaning mud and/or debris from public streets, sidewalks, sewers, etc. OR any restorations not complete to the satisfaction of the City Engineer within one (1) month of the permit expiration date will be grounds for forfeiting the bond as described by City Ordinances.

All escrows/bonds shall be **held for one (1) year** from the time notice is received from the Applicant and the Applicant's Contractor and verified by the City Engineer, that all work has been completed as contained in this permit.

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 (\$300,000.00) per occurrence against all claims for damages arising from the prosecution of the work for while this permit is sought. The City of Ballwin shall be shown as an additional insured.

NOTE: in the event the applicant/contractor contacts the city **prior** to completion of the work to enable the city to conduct the necessary inspections, one half of the permit fee shall be returned to the applicant. In the event the city is **not notified prior** to work completion, the applicant/contractor shall reopen the excavation at their cost to enable verification by the city of the work done, and no rebate of the permit fee shall be made.

(Applicant's Contractor)

(Applicant)

(Applicant's Contractor's Signature)

(Applicant Signature)

(Address)

(Address)

(City, State, Zip Code)

(City, State, Zip Code)

(Telephone Number)

(Telephone Number)

PERMIT ISSUED BY: _____ (City Engineer) Date Issued: _____ Date Expires: _____

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

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

GENERAL PROVISIONS

1. STREET PAVEMENT/CURB & GUTTER CUTS
 - a. The City reserves the right to prohibit open pavement cuts. In such cases boring or tunneling may be utilized.
 - b. All pavement cuts shall be sawed – concrete or asphalt.
 - c. Backfill – *Under roadway* - Granular material ¾ inch minus crush stone, full depth mechanically compacted in 6-inch layers. *In sodded areas* – Earth or other suitable material mechanically compacted in 6-inch layers.
 - d. Provide steel cover plate if open street cut cannot be repaired the same day.
 - e. Concrete – All concrete shall be 6-sack mix, 5% air entrained, low slump mix design with Meramec River gravel in lieu of crushed limestone. Provide acceptable curing method – broom finish- according to the latest ST. LOUIS COUNTY STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. Provide adequate protection for 7 calendar days until concrete is cured.
 - f. Asphalt – *Asphalt paving over concrete* – saw edges of existing asphalt surface square removing all jagged edges. Place 6-inch thick concrete base course – top elevation 2-inches below the existing asphalt surface course – rough finish – provide acceptable curing method – use cover plate until concrete has cured – apply asphaltic tack coat and Phillips Petromat, or approved equal. Provide hot mix asphaltic concrete compacted with self-propelled roller. *Asphalt street repair* – Excavation within full depth asphalt streets will be repaired with 8-inches asphaltic concrete or matches existing asphalt whichever is greater.
 - 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 the City Engineer.
2. DRIVEWAY REPLACEMENTS – The work shall not disturb the curb or street. The new driveway shall conform to the geometrics described in St. Louis County Department of Highway and Traffic's standard drawing number C608.00 (copy provided upon request). The concrete shall be 6 inches thick with Meramec River gravel used in lieu of crushed limestone. Asphalt shall be 3 inch thick Type "C" surface course on 6" Type 1 Aggregate Base Course meeting the latest ST. LOUIS COUNTY STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
3. IRRIGATION SYSTEMS – The Applicant accepts responsibility for any future relocation or adjustments of any part of the system that is in conflict with any City of Ballwin future street or sidewalk projects or repairs. No sprinkler head shall be within 24 inches of the street, sidewalk, or driveway. Piping shall be a minimum of 18 inches below grade.

GENERAL CONDITIONS

1. At all times while any work is under construction within the City of Ballwin's right-of-way, Applicant and Applicant's Contractor will display appropriate warning signs, barricades, lights and flares as described in the current MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, and will provide flagman satisfactory to the City Engineer.
2. All work will be performed expediently and in a workmanship like manner.
3. Applicant's Contractor shall request, a minimum of 2 working days in advance (excludes weekends and holidays) the City Engineer's inspection.
4. Applicant and Applicant's Contractor agree to perform all work in accordance with this permit and indemnify and hold harmless the City of Ballwin, its officers and employees from all liability, judgements, cost, 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. Roadway, culverts, ditches, and other such devices used to carry surface runoff will be kept open, free, and clear at all times.
6. All voids resulting from boring or pushing casings to other facilities under roadways or approaches will be satisfactorily filled by the method and with materials approved by the City Engineer.
7. All pavements (asphaltic concrete or Portland cement concrete) will be repaired by full depth saw cutting in a straight line. For full depth asphalt streets a minimum of 12 inches on each side of the excavation. For concrete streets with or without asphalt surface, either one-half section or the entire section shall be replaced. The cut will extend to the nearest joint or dowel to the existing concrete to satisfaction of the City Engineer.
8. The Applicant and the Applicant's 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 ENGINEER. Trees and shrubs will not be cut, trimmed or moved without the specific permission from the City Engineer.
9. All sidewalks removed or damaged, as a result of the work herein will be replaced to the satisfaction of the City Engineer. The Applicant and the Applicant's Contractor will be responsible for such replacements for one year from the date the permit is released.
10. In case of damage to private property located next to the City of Ballwin's right-of-way, the Applicant and the Applicant's Contractor will repair or replace such property to the satisfaction of the property owner. In all cases, Applicant and the Applicant's Contractor will notify the property owner and City Engineer of such damage immediately.
11. Obtaining this permit does not relieve the Applicant or the Applicant's Contractor of the responsibility for obtaining other permits required by this or any other agency or jurisdiction. This permit does not give the Applicant or the Applicant's Contractor permission to enter private property without the property owner's permission.
12. 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 Engineer.
13. Storage of material(s) 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 Applicant and the Applicant's Contractor is performing work on or has a right to the property adjacent to the City of Ballwin's right-of-way, all materials and equipment will be stored on that property.
14. 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.
15. The Applicant and the Applicant's Contractor will be responsible to locate all underground utilities.