

**CEDAR CITY CORPORATION  
APPLICATION/PERMIT FOR EXCAVATION**

Applicant: Please fill out the information requested below. When all fees are paid, Certificate of Insurance and traffic control plan received and all necessary signatures obtained, this application form shall thereby constitute a Permit of Road Excavation.

**SECTION I – APPLICANT INFORMATION**

Property Owner Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Property Owner Address: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contractor's Mailing Address: \_\_\_\_\_

TYPE OF EXCAVATION: Sewer  Water  Other  \_\_\_\_\_ SQUARE FOOTAGE: \_\_\_\_\_

Address of Excavation: \_\_\_\_\_ Length: \_\_\_\_\_

Date to Commence Work: \_\_\_\_\_ Width: \_\_\_\_\_

**SECTION II – APPLICANT ACKNOWLEDGEMENT**

**TOTAL SQ FT:** \_\_\_\_\_

We, the undersigned acknowledge and agree to the following:

- (1) hereby absolve Cedar City Corporation from any and all liability from any injury whatsoever to any person or property caused by excavation herein applied for, and any work associated with such excavation and hereby accept all liability for any such injury for a period of 18 months from the date of completion of said excavation and agree to comply with all OSHA Standards related to this excavation.
- (2) We hereby acknowledge that it is unlawful to perform such excavation without traffic plates in traffic lanes, a barricade, rail or other sufficient fence placed so as to enclose the excavation, together with the dirt, gravel or other material which is thrown therefrom, and hereby agree to maintain such barricades during the whole time for which excavation continues.
- (3) We hereby acknowledge that the required Certificate of Insurance and traffic control plan, including any and all anticipated road closures, has been submitted with this Application/Permit for Excavation.
- (4) We hereby acknowledge that lighted lanterns or some other proper and sufficient light fixed to parts of such barricades and over the dirt, gravel or any other material taken therefrom, shall be necessary from the beginning of twilight to the full of every night during all times such excavation exists.
- (5) We hereby acknowledge that we have read and understand Cedar City Ordinances Section 31-5 through 8 governing excavation and filling of excavation.
- (6) Prior to any excavation, we will notify the Public Works Office twenty-four (24) hours in advance of performing said excavation and filling of excavation.
- (7) We hereby acknowledge that we can request the return of our 14-Day Closure Bond upon satisfactory repair of the excavation according to Cedar City standards, and that the City will return our 18-Month Guarantee Bond without request after 18 months if the excavation meets Cedar City standards and does not need repairs.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

**SECTION III – BOND AND FEES – ALL FEES ARE TO BE PAID BY CONTRACTOR**

Signature within this section by the Public Works Office verifies bonds and fees have been calculated and all pertinent documents as stated above, have been received. Work may begin after fees have been paid.

Bonds are calculated as follows: \$5/square foot or minimum of \$400 for each bond. In addition, there is a \$25 non-reimbursable fee, plus any sewer/water tap fees.

14-Day Closure Bond \$ \_\_\_\_\_ 18-Month Guarantee Bond \$ \_\_\_\_\_ Non-Reimbursable Fee \$ \_\_\_\_\_

New Sewer Tap Fee = \$90  New Water Tap Fee = \$90 **TOTAL FEES DUE: \$ \_\_\_\_\_**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Public Works Office

Date of Bond Release: 14-Day Closure Bond: \_\_\_\_\_ 18-Month Guarantee Bond \_\_\_\_\_

**SECTION IV – CITY ACKNOWLEDGEMENT**

Signature within this Section by Cedar City personnel verifies acknowledgement of said excavation.

Date: \_\_\_\_\_ Street Superintendent: \_\_\_\_\_

Date: \_\_\_\_\_ Water Superintendent: \_\_\_\_\_

Date: \_\_\_\_\_ Wastewater Superintendent: \_\_\_\_\_

**CEDAR CITY ORDINANCES**  
**CHAPTER 31 – STREETS & SUPERVISOR OF STREETS**  
**SECTIONS 5-8**

**SECTION 31-5-1. Excavation Permit.**

It shall be unlawful for any person or other entity to make or cause to be made any excavation in any public street, sidewalk or right-of-way within the City, or to remove any gravel or other similar material from any street or sidewalk, or to lay any gas pipe, water pipe, conduit, or utility of any kind under any street, sidewalk or right-of-way, unless and until such person or entity has obtained a valid permit from the Public Works Director, or the Public Works designee authorizing such excavation.

**SECTION 31-5-2. Excavation Permit Fee.**

For all permits obtained under this section by the contractor, a non-refundable fee as per the Cedar City Fee Schedule shall be paid prior to the receipt of a excavation permit.

**SECTION 31-5-3. Excavation Conditions.**

All applicants for an excavation permit must agree to comply with all permit conditions, restrictions, regulations, requirements, and City specifications for such excavation, including but not limited to all permit fees, bonding requirements and/or testing requirements. All such requirements shall be complied with prior to receiving a permit unless conditions fall under Section 31-5-4.

**SECTION 31-5-4. Emergency Excavation.**

Except for emergencies, no excavation shall be made without agreement or authorization from Cedar City by way of permit process. An emergency excavation may be made by a bonded contractor without prior approval, if the excavation is to prevent loss of life, or damage to property because the contractor or company cannot contact the Cedar City Public Works Director or his designee in the permit process. In such emergency situations, the excavating party shall contact the Cedar City Engineer or designee on the first working day following the excavation, and complete a formal permit and all other requirements accompanying such permit process. Except for the prior permit required, none of the provisions of the excavation requirements and permit process are waived for emergency situations.

**SECTION 31-5-5. Fourteen Day Closure.**

All excavations opened shall be maintained in a safe manner according to all Federal, State and Local regulations, and shall be closed no later than fourteen days after the opening of such excavations. Such closures shall be in accordance with all regulations, specifications and standards as outlined in the permit process, and the Cedar City Engineering Standards. **(amended 12/04)**

**SECTION 31-5-6. Bond Variance.**

A variance may be obtained by written application to the City Public Works Director or the Director's approved designee. A variance may be obtained on the grounds of weather, special conditions and/or circumstances. If curb, gutter or sidewalk is completed according to City Engineering Standards no bond amount will be required.

### **SECTION 31-5-7. Fourteen Day Closure Bond**

A cash bond shall be posted prior to issuance of a permit, with the Treasurer of Cedar City in the minimum amount of \$400.00 or \$5.00 per square foot of excavation, whichever amount is the greater. The cash bond posted shall be condition upon the faithful completion and closure of the excavation within fourteen days of the opening of the excavation. In the event that the excavation has not been closed prior to the expiration of the fourteen days, the designee shall contact the contractor once and explain the repairs that are necessary. The contractor shall then have an additional fourteen days to make the necessary repairs. If the repairs are not completed after the additional fourteen day period, Cedar City shall have the absolute right to execute upon the cash bond in order to complete and close the excavation. Said bond shall be deemed forfeited upon execution of the same by the City. **(amended 12/04)**

### **SECTION 31-5-7A. Execution on Fourteen Day Closure Bond.**

In the event that the contractor responsible for the excavation fails to fill and repair the excavation within the time frame allotted pursuant to Section 31-5-7 or provide the necessary traffic control devices pursuant to Section 31-7 and in compliance with the terms of the permit issued, the City may execute on the bond posted. In the interest of health, safety and welfare of its citizens and upon execution of the bond, the City shall have sole discretion in obtaining a qualified contractor as expeditiously as practicable to fill, repair and/or barricade said excavation. **(amended 12/04)**

### **SECTION 31-5-8. Testing.**

All excavation work shall be done in accordance with Cedar City Engineering Standards. From time to time tests may be taken by the City to verify compliance with City Engineering Standards. Should testing indicate non compliance with City Engineering Standards, the contractor shall correct the excavation and bring it into conformance with the City Engineering Standards. Initial costs of testing for compliance shall be borne by Cedar City. The permittee shall pay for all other subsequent testing until compliance with Cedar City Engineering Standards has been met. **(amended 12/04)**

### **SECTION 31-5-9. Restoration of Surfaces.**

All street surfacing, curbs, gutters, sidewalks, driveways or other hard surfaces that must be removed in the performance of the work shall be restored in kind by the contractor, in accordance with the City Engineering Standards, including but not limited to saw-cutting and flush coating of asphalt. Deviations from the City Engineering Standards shall be corrected. At the completion of work, all equipment, barricades and other items shall be removed from the right-of-way. All excess material shall be removed. Adjacent borrow pits and road shoulders used for storage of excavated material shall be smoothed and graded to their original contour. **(amended 12/04)**

During the winter months, asphalt road repairs shall be filled with cold mix. Once the warmer months arrive, the contractor is required to replace the cold mix with hot mix.

### **SECTION 31-5-10. Insurance.**

Any individual or organization performing work within the Cedar City right-of-way shall hold Cedar City, its elected and appointed officials, its employees and assigns and the owners and employees of other utility companies lawfully within said right-of-way, free and harmless from all damages caused through such operations. Any defective workmanship discovered within 18 months of the completion of the job shall be immediately corrected. The permittee shall provide the City with an insurance certificate covering any injuries to person or property arising out of or related to the excavation and reparation of the Cedar City right-of-way. **(amended 12/04)**

### **SECTION 31-5-11. Eighteen Month Guarantee Bond**

An additional cash bond shall be posted prior to issuance of a permit, with the Treasurer of Cedar City in the minimum amount of \$400 or \$5 per square foot of excavation, whichever amount is greater. The cash bond posted shall guarantee the excavation site against any failure for up to and including a period of 18 months from the date of final completion of the excavation. In the event of any failure of the excavation site prior to the expiration of the 18 month guarantee period, Cedar City will contact the excavator and require that all repairs be made within 30 days of notice. If the repairs are not completed within those 30 days, Cedar City shall have the absolute right to execute upon the cash bond in order to repair any failure of the excavation. Said bond shall be deemed forfeited upon execution of the same by the City. In the event that the cost of closing an excavation normally paid for with the Fourteen Day Closure Bond exceeds the amount of the bond, Cedar City shall also have the right to execute upon the Eighteen Month Guarantee Bond amounts necessary to complete the fourteen day closure of an excavation. **(amended 12/04)**

### **SECTION 31-5-12. Multiple Permits and Bonds.**

Each and every excavation shall be permitted and bonded for as specified in this section. A Fourteen Day Closure Bond and Eighteen Month Guarantee Bond in amounts sufficient to cover all excavations by a single permittee may be posted once a year in an amount sufficient to cover all excavations executed by the permittee. The bonds may be reviewed for adequacy any time during the year period to determine if the amount is adequate to cover the number of excavations existing and/or anticipated by such permittee. **(amended 12/04)**

### **SECTION 31-5-13. Bond Return**

Upon the proper closure of the excavation within fourteen days, the permittee can request to have their Fourteen Day Closure Bond returned. After inspection and approval of the closure the City will return the Fourteen Day Closure bond. If the excavation repair has not failed at the conclusion of the eighteen month guarantee period, the City will, without request, return the Eighteen Month Guarantee Bond and any Fourteen Day Closure Bond that has not been returned. Bonds that the City is unable to return after 3 years from the date of the excavation permit shall be forfeited. **(amended 12/04)**

### **SECTION 31-6. Excavations. Permits. Applications.**

No permit for any excavation in a City street or sidewalk shall be issued until written application has been made to the City Public Works Director signed by the party making the excavation or by the party at whose instance it is to be made. Said application shall be made on forms supplied by the City. Said forms shall provide that the signer of the application agrees that the City is absolved from all liability for any injury whatsoever to any person or property caused by said excavation and that the signer thereby accepts all liability for any such injury.

### **SECTION 31-7. Excavation is to be Guarded with Barricade and Light.**

It shall be unlawful for any person or entity, by or for whom any excavation is made in a public street for any purpose, to fail to cause a barricade, rail or other sufficient fence to be placed so as to enclose such excavation, together with the dirt, gravel or other material thrown therefrom, and to maintain such barricade during the whole time for which excavation continues. Further, it shall be unlawful for any person to fail to have lighted lanterns or some other proper and sufficient light fixed to parts of such barricades, and over the dirt, gravel or any other material taken therefrom, and so capped from the beginning of twilight to the full of every night during all times such excavation exists. It shall be unlawful for any person, maliciously or wantonly, and without legal cause, to extinguish, remove or diminish such lights or tear down or remove any rail, fence, or barricade fixed in accordance with the provisions of this section. **(amended 12/87)**

## **SECTION 31-8. Mandatory Notice to City of Excavation and Filling of Excavation.**

Before any person or entity shall make or cause to be made any excavation in any public street or sidewalk within the City for which a permit has been granted and bond posted, said person or entity must notify the Street Supervisor or some other officer of the City twenty-four (24) hours in advance of performing such excavation, said notice to include anticipated time of filling. In the event of any emergency excavation work, notice shall be given to the City in advance by the best notice practicable. Said filling shall be done by the person or entity making the excavation under the direction of the Street Supervisor or other city officer. The contractor making the excavation shall have responsibility of filling said excavation according to City Engineering Standards (pages C3 and R4) and clearing the excavation site of all excess material and debris. **(amended 12/04)**

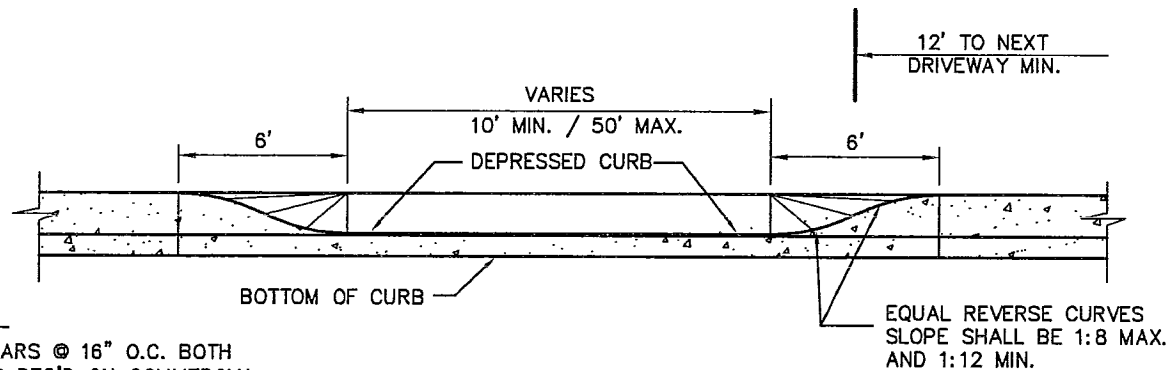
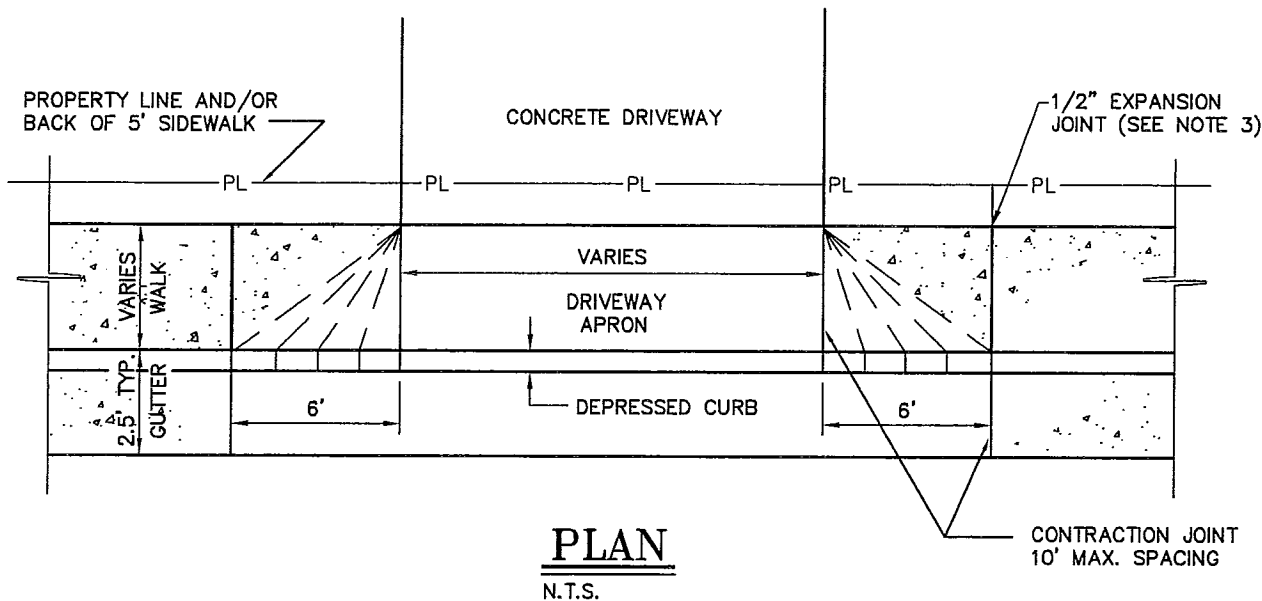
1. With sand or other like granular material, except for surfacing and clearing the sight of surplus dirt; or

2. With other material in twelve (12) inch lifts, so as to bring about a compaction density of ninety percent (90%), said density of compaction to be verified in writing by qualified expert at the expense of excavator. **(amended 12/87)**

### **ROAD CLOSURE:**

Before any excavation is made into the roadway, contact the following agencies as to where the road closure will be located, when the closure will begin and the duration of the road closure:

- Iron County Dispatch-- 435-586-9445
- Iron County School District Bus Garage = 435-586-2864
- United States Postal Department/Cedar City = 435-586-7601
- Cedar City Main Office = 435-586-2950
- Cedar City Engineering Department = 435-586-2963
- Cedar City Public Works = 435-586-2912

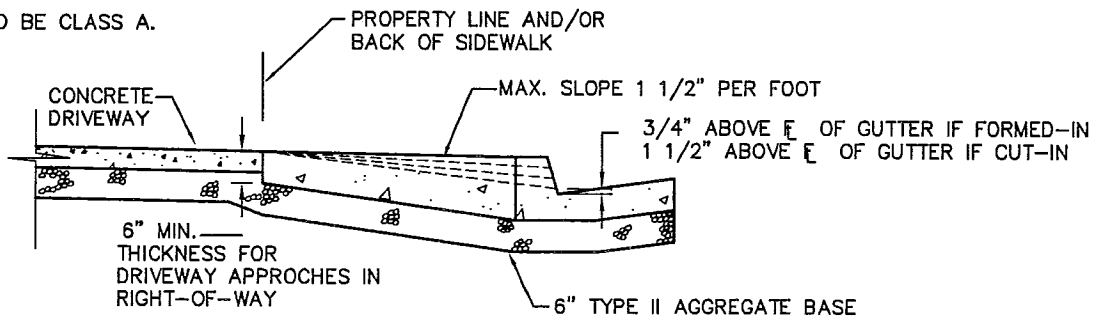


**NOTES:**

- 1- #4 BARS @ 16" O.C. BOTH WAYS REQ'D ON COMMERCIAL AND INDUSTRIAL DRIVEWAYS
- 2- DRIVEWAY CUTS IN EXISTING CURBS SHALL BE SAW CUT TO DIMENSIONS SHOWN, BREAKING-OFF OF CURB BACKS WILL NOT BE PERMITTED.
- 3- 40' EXPANSION JOINT SPACING IN SIDEWALKS TO CONTINUE THROUGH DRIVEWAYS.
- 4- ALL CONCRETE TO BE CLASS A.

**ELEVATION**

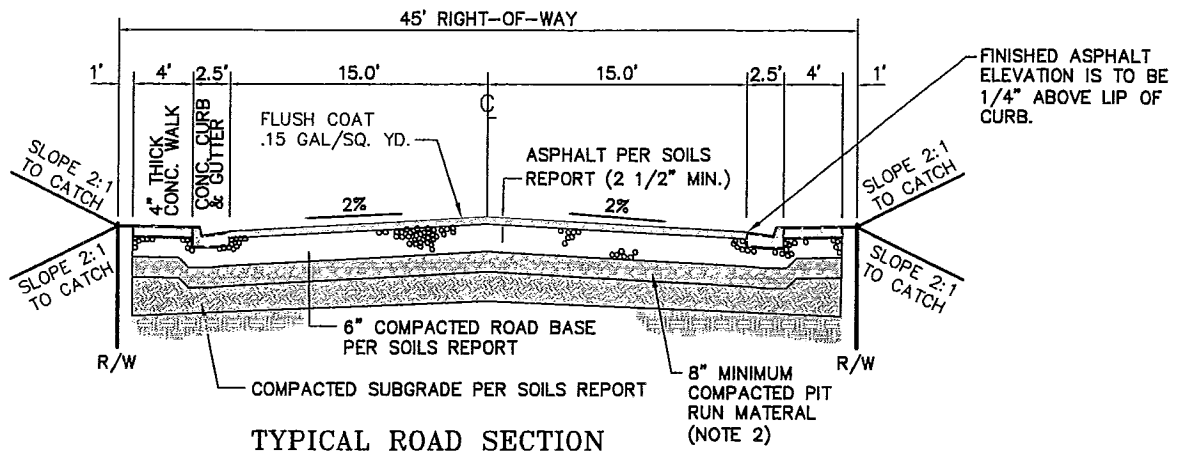
N.T.S.



**SECTION**

N.T.S.

SHEET NO. <b>C3</b>	<b>DRIVEWAYS</b>	<b>CEGAR CITY</b> 10 NORTH MAIN STREET CEDAR CITY, UTAH 84790 PH. (435) 886-2903	SCALE: N.T.S.	DATE: 8/2016
FILE: C03			DRAWN: T.B.M.	CHECKED: K.C.W.

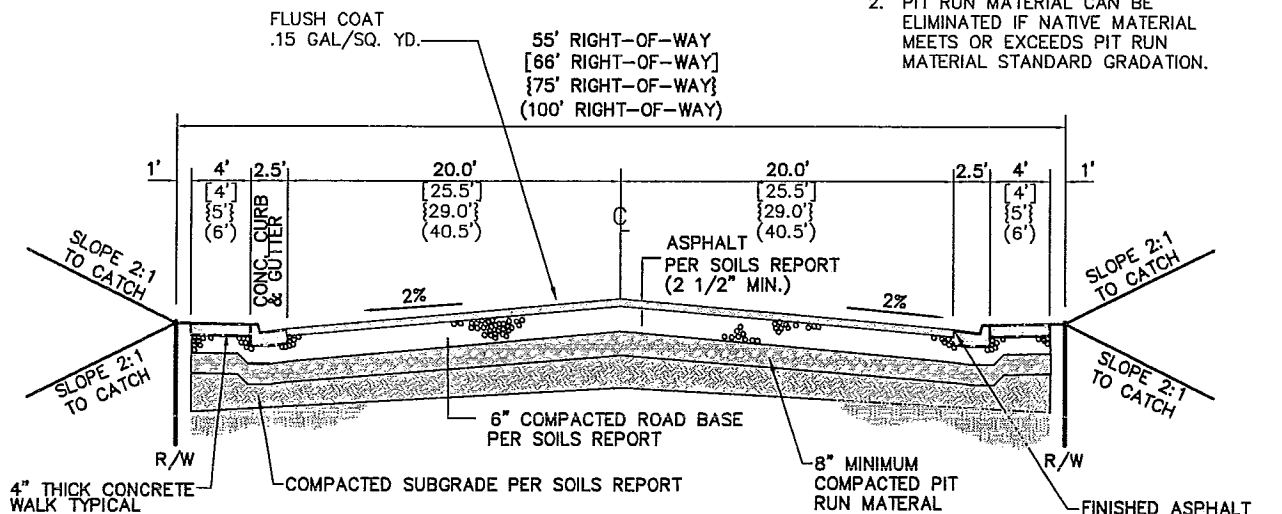


**TYPICAL ROAD SECTION  
45' RIGHT-OF-WAY**

N.T.S.

**NOTES:**

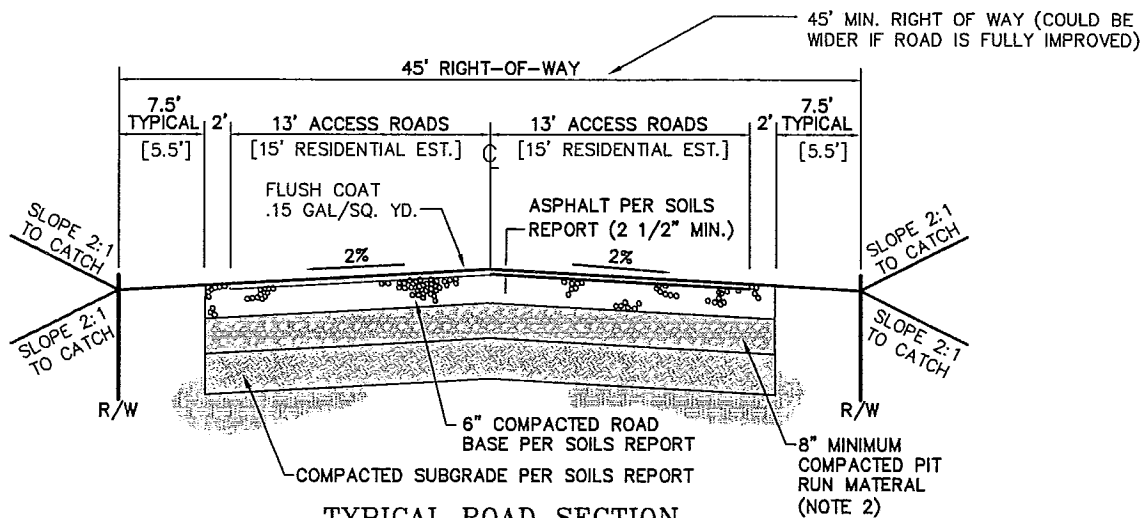
1. BACK OF SIDEWALK TO BE BACKFILLED TO TOP OF CONCRETE.
2. PIT RUN MATERIAL CAN BE ELIMINATED IF NATIVE MATERIAL MEETS OR EXCEEDS PIT RUN MATERIAL STANDARD GRADATION.



**TYPICAL ROAD SECTION  
55' RIGHT-OF-WAY**

N.T.S.

[66' RIGHT-OF-WAY]  
{75' RIGHT-OF-WAY}  
(100' RIGHT-OF-WAY)



**TYPICAL ROAD SECTION  
UNIMPROVED ROAD**

N.T.S.

SECT NO.  
**R4**  
FILE  
**R04**

TYPICAL ROAD  
SECTIONS w/o TRAIL

CEDAR CITY  
10 NORTH MAIN STREET  
CEDAR CITY, UTAH 84720  
PH. (435) 668-2063

SCALE N.T.S.	DATE 8/2016
DRAWN T.B.M.	CHECKED K.C.W.