PERMIT APPLICATION FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS IN THE TOWN OF MARANA

FORM B – TO BE DEDICATED TO THE TOWN

Date of Application:		**PERMIT NO. ISSUED**	
Project Name:			
Project Location/Address:			
Description of Work (In accordance with Title 19, Town of Marana Land Development Code and Resolution 90-05):			

Applicant/Owner					
Contact Name					
Address					
City		State		Zip	
Telephone No.			Fax No.		
Applicant's Signature	(If Applicant is not the Owner, the Applicant guarantees they are acting on behalf of the Owner)				

Contractor					
Contact Name					
Address					
City		State		Zip	
Telephone No.			Fax Number		
State License No.			Expiration Date		
Town Business License No.			Expiration Date		

A COPY OF THIS PERMIT SHALL BE ON THE JOB AT ALL TIMES.

PERMIT NO. _____

For Official Use Only

PERMIT FEES	
Base Fee	**$100.00**
Construction Cost Fee	
Greater of $500.00	**$**
OR	
Construction Cost $ *1% of Construction Cost* - An agreement for inspection of public improvements has been executed, and Applicant hereby agrees to retain an Engineer of Record and pay the costs of all tests of materials and performance as required by the Town Engineer.	**$**
OR	
Construction Cost * $ *4 ½% of Construction Cost* - An agreement for inspection of public improvements has been executed, and Applicant hereby agrees to retain the Town of Marana or the Town's designated representative as an Engineer of Record and pay the costs of all tests of materials and performance as required by the Town Engineer. * At the Town's Discretion	**$**
Violation Fee (Double permit fee)	**$**
TOTAL FEES DUE Check No. Receipt No.	**$**

Work performed under this permit shall comply with the Town of Marana Standards, Regulations, Requirements and Federal Permits.

Accepted for the Town of Marana By:
Date of Issuance:
THIS PERMIT SHALL BECOME NULL AND VOID IF WORK IS NOT COMPLETED BY:

_____ OWNERS INITIALS

PERMIT NO. _____

TOWN OF MARANA
AGREEMENT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

FORM B – TO BE DEDICATED TO THE TOWN

In consideration of mutual covenants herein contained, and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged by each party to the other, this AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between the Town of Marana, a municipal corporation, hereinafter called the Town, and:

Name
Address
City, State, Zip Code

hereinafter called the Applicant.

WITNESSETH:

WHEREAS, the Applicant desires to make improvement(s) within the Town of Marana, Arizona at:

Project Name (as depicted on the plans)
Location
Legal Description of the Property

within the public right-of-way, easement, or other property of the Town of Marana. (If the project is within a subdivision, the map or plat is recorded in the office of the Pima County Recorder in Book _____ of Maps and Plats at Page _____ thereof); and

WHEREAS, the required reports, plans, specifications and soil tests for said work have been approved by the Town Engineer, and the officials of the appropriate water and wastewater, or other agencies, as applicable; and

_____ OWNERS INITIALS

WHEREAS, the Applicant desires that the Town approve the construction of said improvement(s); and

WHEREAS, the Town is willing to approve said improvement(s), provided it/they meet Town Standards and the work is completed in accordance with Town requirements; and

WHEREAS, the Town requires that such improvements in Town rights-of-way be constructed in accordance with Town standards, regulations, and requirements;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the Applicant shall install and construct or cause to have constructed, at the Applicant's sole expense, the improvements set forth in the plans and specifications, _____ _____ _____, which plans and specifications have been prepared by a Professional Engineer registered to practice in Arizona, and which have been reviewed and approved by the Town Engineer, as well as by the appropriate owner/agency. Construction shall also comply with the conditions for improvements as specified herein.

2. That said work shall be done in conformance to all applicable regulations, permits, standards, and requirements of the Town; and that all required permits shall be obtained by the Applicant prior to the commencement of any work under this Agreement.

3. That a Professional Engineer, registered to practice in Arizona, shall be retained by the Applicant as "Engineer of Record", and said Engineer shall lay out and establish the lines and grades for the work as it progresses, shall be responsible for the surveillance of the construction, and shall order tests to verify the compliance of materials incorporated into the work with the specifications.

4. That the Applicant shall notify, in writing, the Owners of all properties abutting the periphery of the development. Notification shall include a description of the work, the approximate dates the construction will take place, and a telephone number and name of the individual to contact if further information is required. Notification shall be accomplished a minimum of seven (7) calendar days prior to the commencement of any construction activities. A copy of such notice shall be submitted to the Town Engineer.

5. That the Applicant shall pay any and all inspection fees as may be charged to the Applicant by the Town.

6. That the Applicant shall be solely responsible for the cost of material tests required by the Town as well as securing all applicable materials compliance documents and certifications.

_____ OWNERS INITIALS

7. That the work shall be subject to the inspection and the approval of the Town as the work progresses. The Engineer of Record shall provide at the end of each month a written report as to the progress of the construction together with inspection reports, materials test reports, and any other supplemental data pertinent to the work. Deviations from the approved plans shall be shown on the "As-Built" mylars of the plans. All changes or deviations in the approved plans and/or specifications, other than those of a minor nature, shall be submitted to the Town Engineer for review and approval prior to execution in the field.

8. That the Town Engineer or his/her designated representative shall be present at the final on-site inspection of the improvements. Deficiencies in the work noted during the final inspection shall be corrected to the satisfaction of the Town prior to approval of the improvement by the Town and/or prior to release of assurances.

9. That within thirty (30) calendar days of the completion of construction, the Applicant shall furnish the Town Engineer a closeout package that includes all applicable items from Section 06-06 of Title 6 of the Marana Land Development Code. A certified listing of all items and quantities installed and associated costs will be required to verify permit fees.

10. That the Applicant shall grant, bargain, sell, convey, transfer and deliver to the Town the improvements installed pursuant to this Agreement, and shall execute and deliver to the Town a Bill of Sale, or other approved conveyance, for said encumbrances within thirty (30) days of acceptance of the improvements by the Town.

11. That the Town shall accept title to and take possession of said improvements upon their satisfactory completion as approved by the Town Engineer upon receipt of the Bill of Sale from the Applicant, and upon execution of an agreement for maintenance by the Applicant where landscaping is involved.

12. That the Applicant shall guarantee the work against defective materials or workmanship for a period of at least one (1) year from the final acceptance of the improvements by the Town. Upon discovery of defects, any repair or replacement by the Town pursuant to said guarantee shall be undertaken immediately to the satisfaction of and at no cost to the Town.

13. We the undersigned, our successors and assigns, do hereby save the Town of Marana, its successors and assigns, their employees, officers and agents harmless and indemnify same from any and all claims for damage to persons or property related to the improvements/installations as set forth in the accepted plans and specifications first mentioned above, to the fullest extent permitted by law.

14. The property owner must obtain all necessary permits and approvals required under any Federal, State and local laws and regulations, as well as all permits required. Applicant assumes the responsibility for compliance, engineering, design, construction, inspection and maintenance associated with all improvements and facilities required by such permits.

_____ OWNERS INITIALS

15. During the construction of said improvements, the applicant shall maintain policies of liability insurance, issued by companies licensed to do business in Arizona, in amounts not less than $1,000,000.00, and the Town of Marana shall be an additional insured. The policy limit shall not be construed to limit the scope of indemnity above.

16. Contractor shall contact the Town of Marana Development Engineering Division for inspection of concrete flatwork to include but not limited to: curb and gutter, handicap access ramps, drainage structures, and sidewalk 48 hours prior to placement of asphaltic concrete. All unsatisfactory work, as determined by the Town Engineer shall be removed and replaced before paving operations begin.

IN WITNESS WHEREOF, the Applicant has executed or has caused this Agreement to be executed by its proper and duly authorized officer and the Town has caused this Agreement to be executed by the Town Engineer or authorized representative as of the day and year first written above.

_____ OWNERS INITIALS

PERMIT NO. _____

The terms and conditions of this Agreement have been read and are hereby agreed to and accepted by the following:

OWNER, TRUST HOLDER OR AUTHORIZED AGENT (APPLICANT):			
Print or Type Company Name			
Address			
Telephone Number		Fax Number	
Signature of Owner, Trust Holder or Authorized Agent			Date
Print or Type Name and Title of Owner, Trust Holder or Authorized Agent			

ENGINEER OF RECORD:			
Print or Type Company Name			
Address			
Telephone Number		Fax Number	
Signature of Owner, Trust Holder or Authorized Agent			Date
Print or Type Name and Title of Owner, Trust Holder or Authorized Agent			

CONTRACTOR:			
Print or Type Company Name			
Address			
Telephone Number		Fax Number	
Signature of Owner, Trust Holder or Authorized Agent			Date
Print or Type Name and Title of Owner, Trust Holder or Authorized Agent			

TOWN OF MARANA:		
Signature of Town Engineer or Authorized Representative		Date

_____ OWNERS INITIALS