



# TOWN OF SAHUARITA

## APPLICATION FOR PERMIT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS IN THE TOWN OF SAHUARITA FORM B – TO BE DEDICATED TO THE TOWN

<b>Date of Application:</b>	<b>Permit No. Issued:</b>
<b>Applicant:</b>	<b>Telephone: (    )</b>
<b>Address:</b>	<b>Fax: (    )</b>
<b>Project Location/Name:</b>	
<b>*Project Description of Work:</b>	
<b>Emergency Contact Name:</b>	<b>Estimated Start Date:</b>
<b>Emergency Contact Telephone: (    )</b>	

**Construction Cost (Documentation Must Be Submitted):**

By Signed Contract: \_\_\_\_\_ Verifiable Estimate: \_\_\_\_\_

Accepted By: \_\_\_\_\_

*Signature of Town Engineer or Authorized Representative***Conditions Met & Approved:**

A. Hold Harmless Documentation: Bond \_\_\_\_\_ Insurance \_\_\_\_\_

B. Competence &amp; Equipment: Approved By: \_\_\_\_\_

C. Construction: Contract \_\_\_\_\_ Estimate \_\_\_\_\_ Approved \_\_\_\_\_

D. Completion Assurance Posted: Cash \_\_\_\_\_ Bond \_\_\_\_\_ Other \_\_\_\_\_ E. Plans and

Specification Approved: \_\_\_\_\_, Town Engineer

F. Agreement for Inspection of Public Improvements: Signed \_\_\_\_\_

G. Report Review Fees of \_\_\_\_\_ Have Been Paid \_\_\_\_\_

H. Plan Review Fee of \_\_\_\_\_ Has Been Paid \_\_\_\_\_

**FEE SCHEDULE:**

<b>Base Fee</b>	<b>\$200.00</b>
<b>Administration and Inspection Fee:</b>	
Plus \$500.00 Minimum	
Or 1% of Cost of Construction* \$	
<b>Violation Fee (\$1,500.00 plus double permit fee)</b>	
<b>TOTAL</b>	

Receipt of Check to "Town of Sahuarita" is acknowledged \_\_\_\_\_

\* An agreement for inspection of public improvements has been executed, and applicant hereby agrees to pay the costs of all tests of materials and performance as required by the Town Engineer.

\*\* The Applicant agrees to pay for all tests of materials and performance, which may be ordered by the Town Engineer.

**THIS PERMIT SHALL BECOME NULL AND VOID IF WORK IS NOT COMPLETED BY:****A COPY OF THIS PERMIT SHALL BE ON THE JOB AT ALL TIMES.**



PERMIT NO.: \_\_\_\_\_

**TOWN OF SAHUARITA  
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 Sahuarita, 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) in the public rights-of-way within the Town of Sahuarita, Arizona at:

\_\_\_\_\_

**Project Name**

\_\_\_\_\_

**Location**

\_\_\_\_\_

**Township / Range / Section**

\_\_\_\_\_

**Site Address**

within the public right-of-way, easement, or other property of the Town of Sahuarita. (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

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, *(Approved plan title)* \_\_\_\_\_, 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.

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. 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; (1) "As-Built" mylars of the plans, (2) a certified listing of all items and quantities installed, and (3) a statement prepared and sealed by the Engineer of Record, certifying that the improvements were installed, constructed, and completed in accordance with the approved plans, specifications, and applicable Town standards.
10. That the applicant shall grant, bargain, sell, convey, transfer and deliver to the Town the improvements installed pursuant to the Agreement, and shall execute and deliver to the Town a Bill of Sale, or other approved conveyance, for said encumbrances within 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 of workmanship for a period of one (1) year from the final acceptance of 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.



*(Additional signatures as may be required)*

**INSPECTION ENGINEER OF RECORD -Observation: (if different from EOR)**

\_\_\_\_\_  
Print or Type Company Name

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signee                      Date

**GEOTECHNICAL ENGINEER:**

\_\_\_\_\_  
Print or Type Company Name

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signee                      Date

**SURVEYOR OF RECORD:**

\_\_\_\_\_  
Print or Type Company Name

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signee                      Date

This Agreement has been prepared as required by Town of Sahuarita <b>PERMIT NO.:</b>	
--	--

Work performed under this permit shall comply with the Town of Sahuarita Standard Regulations, and Requirements.

		PERMIT NO.:	
Contractor:		Telephone:	
Address:			
State License:		Expires:	
Town Business License#:		Expires:	
Applicant:		Telephone:	
By: (signed)		Date:	
Approved:		Date:	

*Signature of Town Engineer or Authorized Representative*

### Mandatory Agency Compliance Sheet

In **INITIALING** below, I the applicant assume all responsibility in conforming to all the following agencies laws, requirements and regulations.

**Initials of Applicant or Contractor:** \_\_\_\_\_  
(Required)

- Environmental Protection Agency (N.P.D.E.S., which includes SWPPP, for example but not limited to)
- Pima County Department of Environmental Quality (Dust control, for example but not limited to)
- Army Corp of Engineers (Waters of the U.S. for example but not limited to)
- Arizona Game & Fish (endangered species for example but not limited to)
- Arizona Blue Stake, Inc. (Call two (2) working days before you Dig)
- Arizona Department of Agriculture (Native Plant Preservation, for example but not limited to)

**Environmental Protection Agency**

(415) 947-8000  
U.S. EPA Region 9  
75 Hawthorne St.  
San Francisco, CA 94105

**Arizona Game & Fish**

(520) 628-5376  
555 N. Greasewood  
Tucson, AZ 85745

**U.S. Army Corp. of Engineers**

(213) 452-3908  
P.O. Box 532711  
Los Angeles, California 90053

**Pima County Department of Environmental Quality**

(520) 740-3340  
130 W. Congress  
Tucson, Arizona 85701

**Arizona Blue Stake, Inc.**

1-800-STAKE-IT  
1 (800) 782-5348  
[WWW.AZBSINC.COM](http://WWW.AZBSINC.COM)

**Arizona Department of Agriculture**

(602) 542-7182  
1688 West Adams  
Phoenix, AZ 85007

### Preconstruction Meeting Sign Off

**This permit is not valid until Preconstruction Meeting has been held with the Town of Sahuarita.**  
**The Preconstruction meeting constitutes a notice to proceed.**

**Optional**

**Required**

\_\_\_\_\_  
*Town Engineer or Authorized Town Representative*



\_\_\_\_\_  
Town of Sahuarita Representative

\_\_\_\_\_  
Applicant/Developer

\_\_\_\_\_  
Engineer of Record

\_\_\_\_\_  
Contractor

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_