



GRADING PERMIT

(Clearing, Grading, Filling, or Dredging ONLY)

FOR OFFICE USE ONLY

Permit # _____

Date of Application: _____ Subdivision/Project: _____
Purpose of Work: _____

Owner/Developer Information:

Company: _____	Email: _____
Contact: _____	Engineer: _____
Phone: _____	Phone: _____

This Grading Permit has been provided subject to the following conditions being fulfilled:

- All grading completed prior to the final plat is at the risk of the developer/applicant and is subject to change based on the approval of the final plat by the City of Aubrey Planning and Zoning Commission and City Council.
- The Public Works Department has reviewed the construction plans and released them for grading only. The placement of fill shall be in strict conformance to the plans and specifications approved for the project.
- A Preliminary Plat has been approved by the Planning & Zoning Commission and City Council.
- All work will comply with any applicable tree removal permit, tree protection plan, and tree mitigation plan.
- All erosion control and tree protection devices must be in place and properly maintained.
- No construction activity shall take place in the 100 year floodplain.
- No off-site construction shall commence prior to approval by the City of Aubrey.

The following items must be attached **AS ONE PACKAGE** (*faxed copies not acceptable*):

- | | |
|--|---|
| ☐ \$50 Permit Fee | ☐ Other _____ |
| ☐ Contact Listing for each Contractor and Subcontractor | ☐ SWPP, NOI, and copy of payment to TCEQ |
| ☐ Insurance certificates from ALL contractors and subcontractors, "Naming the City of Aubrey as additional insured." ~ see page 2 | ☐ Construction Site Waste Consent Form |

NOTE: NO UTILITY WORK CAN PROCEED UNDER THIS PERMIT

Owner/Developer acknowledges by signing below that this is a contract and that all contractors and subcontractors shall obtain, maintain, and provide proof of insurance as outlined on page 2

City of Aubrey

Owner/Developer's Signature

INSURANCE

1.1 General Provisions

1.2 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.3 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.

1.4 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.

1.5 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.6 Insurance coverage required by this section shall:

1.6.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City

1.6.2 Be with an insurer possessing an A-VII. A. M. Best Rating

2.0 Minimum Insurance Coverage & Limits

2.1 Commercial General Liability. Contractor shall maintain commercial general liability and, if necessary, commercial umbrella insurance as specified below.

2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 and CG 20 37 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.4 Limits of Insurance

2.4.1 \$1,000,000 Per Occurrence

2.4.2 \$1,000,000 Personal/Advertising Injury

2.4.3 \$2,000,000 General Aggregate

2.4.4 \$2,000,000 Products/Completed Operations Aggregate

2.5 Commercial Automobile Liability. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided in ISO form CA 00 01.

2.8 Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

2.9 Workers' Compensation & Employer Liability. Contractor shall maintain workers' compensation insurance in amounts required by appropriate state statute. The employers liability limit and, if necessary, commercial umbrella coverage, shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.10 Contractor waives all rights against City and its agents, officers, directors, and employees for recovery of damages under contractor's workers' compensation and employer's liability or commercial umbrella liability insurance. Contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

3.1 Evidence of Insurance

3.2 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Contractor shall furnish copies of all endorsements as required by each section.

4.1 Indemnification and Hold Harmless

4.2

CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES AND/OR ITS SUBCONTRACTORS AND THEIR RESPECTIVE ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES. CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, OR LAWSUITS OR DAMAGES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND RELATED EXPENSES AND EXPERT WITNESS AND CONSULTING FEES AND RELATED EXPENSES) FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONTRACTOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS PERMIT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.



STORM WATER POLLUTION PREVENTION AND CONSTRUCTION SITE WASTE

CONSENT FORM FOR CONTRACTORS / BUILDERS / DEVELOPERS

Project: _____ Developer: _____

Pollution prevention from a construction site is not only about controlling sedimentation and siltation by means of erosion control. All construction site waste that leaves a construction area will eventually make it into the storm water system. Siltation and the contribution of other pollutants from construction sites can cause physical, chemical and biological harm to our nation's waters.

ILLICIT DISCHARGE:

Any discharge from a site that is not entirely composed of storm water is known as an illicit discharge.

Pollutants Most Commonly Discharged from Construction Sites

Sediment
Solid and Sanitary Wastes
Fertilizer
Pesticides
Oil and Grease
Concrete Truck Washout
Construction Chemicals
Misc. Construction Debris

Please identify that you have read and understand the following construction waste guidelines by initialing each item below:

- _____ During a short period of time, construction sites can contribute more sediment to streams than can be deposited naturally during several decades. The City of Aubrey requires that erosion control measures be placed and maintained regularly at all construction sites.
- _____ Construction sites which disturb more than one (1) acre of land must be covered by the State's TPDES Permit TXR150000 that regulates storm water discharges to state waters.
- _____ All construction debris must be removed by the end of each day or just before any projected rain event. This includes, but is not limited to excavation material, vegetation, bricks, concrete, timber, metals, glass, tiles, paper, and food waste.
- _____ Waste, construction materials, and pollutant materials must be kept in the proper City approved containers at designated waste storage areas throughout construction activities.
- _____ Weeds, grass, shrubs, or brush shall not be deposited in any area that will allow drainage to the storm sewer system or waters of the State.
- _____ Any potential storm sewer pollutant (pesticides, grease, petroleum products, paints, toxic chemicals, etc.) must be stored in the upright position and on racks/stands during construction.
- _____ Access shall be provided at all times during construction or demolition for waste collection vehicles.
- _____ Contractor must monitor constantly that any storm water leaving a construction site is free of these illicit discharge indicators:

Unusual Color or Cloudiness	Surface Scum or Foam	Oil Sheen
Strong Musty or Pungent Odor	Floating Debris	Algae
- _____ If the site contains construction trash, does not maintain its erosion control measures, is releasing illicit discharges, or is not in compliance with any portion of the City of Aubrey Code of Ordinances (incl. Property Maintenance Code), a Notice of Violation can be issued.

My signature below indicates that I have read and understand the above information:

Signature: _____ Date: _____

Printed Name: _____