



CITY OF HOUSTON

Department of Public Works and Engineering

Excavation in the Public Way Report of Emergency Excavation (based on General Permit)

1. If the excavation is in a Major Thoroughfare or High Volume Collector Street, provide lane/street closure permit number: _____
2. If the excavation includes new facilities that are either more than 10 feet long or that extend across more than one travel lane, then you must list and submit drawings and specifications: _____

Notice Date:		General Permit Number:	
Owner's Information (either the person name or business name, not both):			
First Name:	MI:	Last Name:	
Company Name:			
Business Type:			
Telephone Number:		Fax Number:	
24 hr. Telephone Number:			
Mailing Address: _____ Address			
_____ City State Zip Code			
Physical Address (if different from above):			
_____ Address City State Zip Code			
e-mail Address:			
Company's Authorized Agent:			
Company's Contact for this Excavation:		Tel. Number:	
Liability Insurance Covering the Excavation:			
Insurance Company Name:			
Policy Number:		Expiration Date:	
Contractor's Information:			
Company Name:			
Business Type:			
Telephone Number:		Fax Number:	
24 hr. Telephone Number:			
Mailing Address: _____ Address			
_____ City State Zip Code			

Physical Address (if different from above):			
Address	City	State	Zip Code
e-mail Address:			
Company's Authorized Agent:			
Liability Insurance Covering the Excavation:			
Insurance Company Name:			
Policy Number:		Expiration Date:	
Emergency Information:			
Explain the Basis for the Emergency Actions:			
Describe the Excavation being Performed:			
Describe any Work remaining to be Performed in the Public Way:			
State the Date and Time when the Emergency occurred: _____ <div style="display: flex; justify-content: space-around; font-size: small;"> (mm/dd/yyyy) (hh:mm AM/PM) </div>			
Site of Excavation Information:			
Street Address of Excavation:			
Zip Code:		100 Block Number:	
Nearest Intersecting Street:			
Company's Work Order Number:			
Excavation Information:			
Start Date of Excavation: _____ <small>(mm/dd/yyyy)</small>		Estimated End Date of Excavation: _____ <small>(mm/dd/yyyy)</small>	
Cut Starting Point from the Center of the Nearest Intersecting Street: (feet):			
*Street Lane in Which Cut Starts:			
*Street Lane in Which Cut Ends:			
Cut Length (feet):		Cut Width (feet):	Cut Depth (feet):
Pavement Type: <input type="checkbox"/> concrete <input type="checkbox"/> asphalt <input type="checkbox"/> composite <input type="checkbox"/> unimproved <input type="checkbox"/> other			
Pavement Thickness (inches):		Pavement Age: years	
Direction of Street Flow: <input type="checkbox"/> N-S <input type="checkbox"/> E-W			
Number of Lanes:		Lane Width (feet):	
Is Road Divided? <input type="checkbox"/> Yes <input type="checkbox"/> No		Width of Road division (feet):	
Method of Excavation: <input type="checkbox"/> Bore <input type="checkbox"/> Auger & Jack <input type="checkbox"/> Tunnel <input type="checkbox"/> Open Cut <input type="checkbox"/> Multiple			

*On streets that flow North-South, lanes are numbered left to right. On streets that flow East-West, lanes are numbered top to bottom.

Applicant represents and warrants to the City the following:

1. It shall timely perform the excavation in accordance with the permit, the drawings and specifications, all applicable laws, rules and regulations, and the construction standards adopted in or pursuant to Chapter 40, Article V of the Code of Ordinances, Houston, Texas, as amended from time to time.
2. It shall diligently prosecute the excavation to its final completion within the time authorized under the permit.
3. It shall warrant its excavations against all defects in workmanship and materials for a period of two years after final completion.

4. It shall repair any portion of the pavement or surface of any public way excavated under the warranty set forth in 3 above if defects in workmanship or materials occur within the warranty period, and shall make such repairs within five days of written notice from the city engineer stating the repairs necessary.

Release

Permittee agrees to and shall release the City, its agents, employees, officers, and legal representatives (collectively the "City") from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under the permit, even if the injury, death, damage, or loss is caused by the City's actual or alleged joint or concurrent negligence and/or the City's strict products liability or strict statutory liability.

Indemnification

Permittee agrees to and shall defend, indemnify, and hold the City, its agents, employees, officers, and legal representatives (collectively the "City") harmless for all claims, causes of actions, liabilities, fines, and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this permit, including, without limitation, those caused by:

- i. Permittee's and/or it's agents', employees', officers', directors', principals', or subcontractors of permittees' (collectively in numbered paragraphs (i)-(iii), "Permittee") actual or alleged negligence or intentional acts or omissions;
- ii. The City's and Permittee's actual or alleged concurrent negligence, whether Permittee is immune from liability or not; and
- iii. The City's and Permittee's actual or alleged strict products liability or strict statutory liability, whether Permittee is immune from liability or not.

Permittee shall defend, indemnify, and hold the City harmless during the term of the permit and for four years after the permit terminates.

Where applicable, the provisions of section 283.057 of the Texas Local Government Code shall control in lieu of the foregoing; additionally, to the extent that the applicant holds a current and valid utility franchise from the City, the release and indemnification provisions of the franchise shall control in lieu of the foregoing.

Each applicant (owner and/or contractor) on behalf of itself and any contractor acting on its behalf shall comply with all responsibilities, requirements, standards and specifications, warranties, terms and conditions, releases, and indemnification provisions, set forth in Chapter 40, Article V, Houston City Code and the Rules and Regulations promulgated there under.

I, _____ am the owner or duly authorized representative of the owner whose name appears on this application and am fully authorized to bind the owner in executing and filing this application.

Signature Date

I, _____ am the contractor or duly authorized representative of the contractor whose name appears on this application and am fully authorized to bind the owner in executing and filing this application.

Signature Date