



ENGINEERING PERMIT APPLICATION & PIA

PROJECT INFORMATION

Project Name:

Project Location/ Address:

Description of Work:

Permit includes private streets:

SWPPP No:

Developer NOI:

Contractor NOI:

Reference Plan No.

CONTACT INFORMATION

Engineer:

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

Applicant:

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

Contractor:

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

Town of Marana License No.:

Registrar of Contractor License No.:

OWNER/APPLICANT AUTHORIZATION

I, the undersigned, certify that all of the facts set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. (If applicant is not the owner, attach written authorization from the owner.)

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

T2 Permit No. _____

FB Permit No. _____

Form A Sewer

Form A Water

Marana Water (MW)

T2 Commercial

Form B Public

Form A Misc.

Marana Sewer (MS)

T2 Residential

Permit No. _____

Permit No. _____

Permit No. _____

Revision Date 10/2022

DF 5H9 A DFC J 9A 9BH5; F99A 9BH

5; F99A 9BH: CF 7 CBGFI 7 HCB C: 7 J @A DFCJ A 9BH

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 at Sequence Number _____ 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

____ OWNERS INITIALS

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". The Engineer of Record shall be responsible for the work as it progresses, shall be responsible for the surveillance and inspection of the construction, and shall order tests to verify the compliance of materials incorporated into the work with the specifications. A Licensed Land Surveyor shall be retained by the owner and said surveyor shall layout and establish the lines and grades.
4. That the Applicant shall pay any and all inspection fees as may be charged to the Applicant by the Town.
5. 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.
6. 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" plans. All changes or deviations in the approved plans and/or

_____ **OWNERS INITIALS**

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.

7. 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.
8. That within ten(10) calendar days of the completion of construction, the Applicant shall furnish the Town Engineer a closeout package that includes all applicable items from Section 17-5-5 of the Marana Town Code (Performance Guarantee). A certified listing of all items and quantities installed and associated costs will be required to verify permit fees.
9. 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. **(Form B public property only this section)**
10. 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. **(Form B public property only this section)**
11. 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.
12. 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.
13. The property owner must obtain all necessary permits and approvals required under any Federal, State and local laws and regulations. Applicant assumes the responsibility for compliance, engineering, design, construction, inspection and

_____ **OWNERS INITIALS**

maintenance associated with all improvements and facilities required by such permits.

14. 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.
15. 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, sub-grade, aggregate base course (ABC) 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**

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

PRIVATE IMPROVEMENT AGREEMENT			
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
Owner Print or Type Name and Title of, 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