

Permit No: \_\_\_\_\_



**PERMIT APPLICATION FOR THE CONSTRUCTION, REPAIR,  
OR ADJUSTMENT OF A UTILITY**

Date Submitted: \_\_\_\_\_

Ward: \_\_\_\_\_

Utility Company: \_\_\_\_\_  
(Name & Address)

Utility Company Representative: \_\_\_\_\_  
(Name & Phone #)

Represented By: \_\_\_\_\_  
(Name, Address, & Phone # if a contractor or engineer is submitting the application for the utility company)

Herein called Applicant, proposes to (check one or more): ☐ Construct ☐ Repair ☐ Adjust

Along and across \_\_\_\_\_  
(Name of Street)

said work to be accomplished between \_\_\_\_\_  
(Name of Street)

and \_\_\_\_\_ in the City of Pass Christian,  
(Name of Street) Mississippi, MS One Call No: \_\_\_\_\_ for requiring a temporary closure  
time of \_\_\_\_\_ days and hereby make application  
to the City of Pass Christian for a Permit. Attached hereto are drawings or plans for the proposed  
work, which will not be changed or altered without approval of the Code Administrator, or the  
authorized representative.

The Applicant shall be responsible for future maintenance and repair of the utility facility. The  
Applicant shall make future adjustments in, or relocate, the facilities when required for highway  
widening or other highway construction, and its right to reimbursement of its costs, if any, shall  
be in accordance with State law in effect at the time such adjustment or relocation is made.  
Further, any maintenance, repair, or construction shall be done in such manner as to occasion the  
least possible interference with the normal flow and safety of traffic.

A general description of the size, type, nature, and extent of the Utility work to be done is as  
follows:

---

The Applicant understands and agrees that, except as herein stated, no right, title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not placed within the allowable horizontal and vertical limits as described herein, it will be adjusted to comply with same without cost to the City, unless a variance has been approved by the granting of the Permit pursuant to this Application.

The Applicant further understands that the Utility's engineering, plant or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans. The Applicant further understands and agrees that subsequent to the installation of the Applicant's facilities that the right-of-way and road surface will be restored to their original condition, and that the City of Pass Christian Code Administrator or a duly authorized representative will inspect the completed work and any modifications or adjustments which are needed as determined by the Code Administrator will be immediately corrected by the Applicant.

I. The Applicant also agrees to adhere to the following regulations:

1. Pay all Fees, if applicable;
2. Submit a Performance Bond per City Ordinance;
3. Provide Compaction Testing of Soils as required;
4. Minimum cover of utilities will be thirty (30) inches;
5. Utility will be horizontally located within five (5) feet of the rear dedicated right-of-way line or beyond the back slope of the drainage ditches.
6. All road surfaces which are excavated to permit a utility crossing will be repaired as per Pass Christian Construction Standards;
7. Area of work to be dressed and finished such that the project site will be in as good or better condition after the utility installation; and,
8. Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the rights-of-way, or remove from the rights-of-way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

II. The City of Pass Christian agrees to the following stipulations:

1. To cooperate with the Utility Company in every way to avoid conflicts in the location, construction, and maintenance of the City Roadway and Utility Facility;
2. To use any and all legal means to see the City standards, except to the extent of a

variance shown on the plans filed herewith and approved, are complied with in the facility installation;

- 3. If the City of Pass Christian Code Administrator or other authorized representative of the Mayor and Board of Aldermen approves the drawings, sketches, and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with installation; if the drawings, sketches, and plans are not approved, he or she shall promptly notify the Applicant, and advise it of the reason or reasons. He or she will also act as the duly appointed representative of the Mayor and Board of Aldermen and will give his approval to the completed work as being in compliance with the location and standards for installation.
  
- 4. Should any term or provision of this application Agreement conflict with the law of the State of Mississippi, the Mississippi Constitution, or the United States Constitution, or impair or deny to the Applicant of the City any right protected thereby, it shall be deemed amended to conform to said law or Constitution.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature of Applicant)

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature of Notary Public)

WITNESS the signature of the Applicant this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## **PERMIT APPROVAL**

Fees to be paid by Applicant:

Initial/Base Permit Filing Fee:

\$ \_\_\_\_\_

(a) Openings or excavations up to 100 feet - \$250.00; and

(b) Openings or excavations over 100 feet - \$2.50 per foot for every foot over 100 feet plus \$100.00.

Street/Right-of-Way Temporary Closure Fee:

\$ \_\_\_\_\_

In addition to any other fees required under this Article, permits requiring the temporary closure of any portion of the City's streets or rights-of-way shall be subject to the following fees:

| Length of Closure       | Application | Inspection |
|-------------------------|-------------|------------|
| 3 days or less          | \$25.00     | \$10.00    |
| 4 days through 10 days  | \$25.00     | \$20.00    |
| 11 days through 20 days | \$25.00     | \$30.00    |
| 21 days through 30 days | \$25.00     | \$50.00    |
| 31 days through 45 days | \$25.00     | \$50.00    |
| 46 days through 90 days | \$25.00     | \$75.00*   |

\*plus \$1.00/day

Closures in excess of ninety (90) days are prohibited.

Total Fees: \$ \_\_\_\_\_

Date Paid \_\_\_\_\_

Bond Requirements:

Every person obtaining a permit shall at the time of receiving the same, make, execute and deliver to the permitting division of the City's Code Office or any authorized representative, a good and sufficient bond, to cover the costs of replacing permanent pavement and any improvements, payable to the City with a surety company doing business in the state as surety thereon, in such amount as the Code Administrator or his or her designee may require, not less than five thousand dollars (\$5,000.00) nor more than ten thousand dollars (\$10,000.00).

Bond Amount Required: \$\_\_\_\_\_

Date Bond Received:\_\_\_\_\_

Date Bond Expires:\_\_\_\_\_

Following the process, the Permit for the installation or adjustment of the Utility applied for above is granted pending receipt of fees and bonds.

Approved this the\_\_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_\_.

---

Code Administrator  
City of Pass Christian, Mississippi

**APPLICANT WILL COMPLETE THE FOLLOWING AND RETURN TO THE CITY  
OF PASS CHRISTIAN BUILDING DEPARTMENT**

This Permit Application for the Construction, Repair, or Adjustment of a Utility, we  
are hereby notifying you that all work along and

across \_\_\_\_\_ for Permit  
(Name of Street)

No. \_\_\_\_\_ submitted \_\_\_\_\_, has  
(Date)

been completed to comply with the Standards for the City of Pass Christian as stated in the Permit.

Date Completed: \_\_\_\_\_

Utility Name: \_\_\_\_\_

Representative: \_\_\_\_\_

---

---

**CITY OF PASS CHRISTIAN CODE ADMINISTRATOR WILL COMPLETE THE FOLLOWING:**

The City of Pass Christian Code Administrator or a duly authorized representative has  
inspected the work completed on \_\_\_\_\_ as described in  
(Name of Street)

Permit No. \_\_\_\_\_ submitted \_\_\_\_\_ and finds that  
(Date)

the work:   ☐ Does   ☐ Does not   comply with City of Pass Christian Standards for installation.

Inspected By: \_\_\_\_\_

Date Inspected: \_\_\_\_\_

City Representative: \_\_\_\_\_

# INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**[Project Name/Contract Description]**

This Indemnification and Hold Harmless Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**CONTRACTOR:** [Name of Contracting

[Company]\_\_\_\_\_, with a

principal place of business at [Address]\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ ("Contractor"),

**AND**

**MUNICIPALITY:** The City of Pass Christian, a municipal corporation of the State of Mississippi, with offices at 200 West Scenic Drive, Pass Christian, MS, 39571 ("Municipality").

## **1. Indemnification**

The Contractor agrees to defend, indemnify, and hold harmless the Municipality and its representatives ("Indemnified Parties") from claims, suits, losses, damages, and expenses (including attorneys' fees) arising from the Contractor's actions or failures to act or those of its subcontractors. This includes issues stemming from the Contractor's negligence or misconduct, violations of law, breaches of contract, and claims related to bodily injury, death, or property damage during the work or those of its subcontractors.

## **2. Scope of Indemnity**

This agreement applies even if an Indemnified Party is partially responsible, but the Contractor is not required to indemnify the Municipality for liability caused **solely** by the Municipality's own negligence or willful misconduct.

## **3. Duty to Defend**

The Contractor must defend, at its own cost, any suits brought against the Indemnified Parties based on claims covered by this agreement.

#### **4. Insurance**

The Contractor must maintain insurance, including general liability and workers' compensation, and name the Municipality as an "Additional Insured".

#### **5. Survival**

The Contractor's obligations under this agreement continue even after the main contract ends up to and including a date of one-year beyond the completion of the work.

#### **6. Governing Law**

This agreement is governed by the laws of the State of Mississippi

**IN WITNESS WHEREOF**, the Contractor has caused this Agreement to be executed by its authorized representative.

#### **CONTRACTOR**

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

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Notary Public**

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

---