



CITY OF OURAY
Public Works Department
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FOR STAFF USE ONLY
Received by: _____
Application Date: _____

RIGHT-OF-WAY CONSTRUCTION, EXCAVATION OR WORK APPLICATION AND PERMIT

APPLICANT:

Name: _____ Phone Number: _____

Address: _____

Email address: _____

CONTRACTOR:

Name: _____ Phone Number: _____

Address: _____

Email address: _____

PROJECT INFORMATION:

Location of proposed work: _____

Description of proposed work: _____

Dates of proposed work: _____

Permittee must supply the following documentation with the application:

- Statement that the Permittee and the Contractor are not delinquent in payments due to the City for prior work
- Work plan showing protection of subject property and adjacent properties
- Work plan showing protection of shade and ornamental plants and the restoration of turf when damage may occur to such plants or turf
- Traffic control plan – signs, barricades and other safety provisions shall be provided by the Permittee, and comply with Part VI of the Manual on Uniform Traffic Control Devices
- Erosion protection plan
- Statement that all orders issued by the City to the Permittee requiring the applicant to correct deficiencies under previous Permits issued under this section have been made
- Pay required fees: \$25 application fee; a performance bond may be required
- List anticipated subcontractors

TERMS AND CONDITIONS OF THE PERMIT

Permittee shall be subject to the terms and conditions of Section 13-3 of the City Code, including:

- 1)** No work shall be conducted on City property without an approved Permit, or in an area larger or at a location different than that specified in the application and Permit.
- 2)** All work shall be done subject to and in accordance with the requirements of this Permit, City Code and ordinances, City standards and regulations for streets and other improvements, and good engineering practices.
- 3)** The Permittee agrees to maintain the work upon demand and to make all necessary repairs, as determined by the City, during a two year period from acceptance of the work by the City. This obligation shall include all repairs and actions per Section 13-3-F-8-b.
- 4)** Permittee shall be and remain responsible for the performance of the work under the Permit and pursuant to the plans provided with the application.
- 5)** No work shall be done between the hours of 7:00 pm and 7:00 am, nor anytime on Sunday except with the written permission of the City, or in case of emergency.
- 6)** Prior to commencing construction, Permittee shall contact the Utility Notification Center of Colorado and make inquiries of all telephone companies, power companies, Cable TV companies, and any other agencies which might have underground facilities in the area for location of such utilities. Field locations shall be marked prior to commencing work.
- 7)** Any utilities, facilities, improvements which are disturbed or damaged by the work shall be repaired at the Permittee's cost. The surface area shall be restored to its prior condition. Street and sidewalk surfaces and sub-surfaces which are cut or disturbed shall be restored to their pre-existing conditions. Backfill, compaction and gravel requirements are as set out in City specifications.
- 8)** Allowance shall be made to avoid interrupting the flow in any drainage ditches, flumes, canals or similar facilities.
- 9)** The work shall be completed, excavations properly backfilled, the surface restored and all damages repaired by the end date stated on the application.
- 10)** The City shall have access to the work site at all times to inspect the progress of the work. The City may stop the work on account of violations of the terms of this Permit or to insure safety or traffic movement and require the surface and sub-surface to be restored. Not more than one half of a street may be blocked at one time without specific City permission.
- 11)** Permittee agrees to hold the City harmless on account of any damages suffered to the persons or property of Contractor or Permittee arising out of their operations hereunder or the installation and maintenance of their facilities, utilities or improvements upon City owned property. The Permittee agrees to defend and indemnify the City from any damages claimed or adjudged against the City arising out of Permittee's operations or installation and maintenance of Permittee's utilities, improvements, encroachment or facilities installed or maintained within City owned property by Permittee.
- 12)** Permittee shall be responsible to repair any damages to City property, street surfaces or improvements which result or are caused in any manner by the excavation, installation, operation or work pursuant to this Permit.
- 13)** Permittee shall maintain a safe work area, free of safety hazards or nuisance conditions. The City may make any repair necessary to eliminate any hazards or nuisances or work not performed as directed. Any such work performed by the City shall be completed and billed to the Permittee at overtime rates.
- 14)** The individuals signing on behalf of Permittee and Contractor are hereby designated as agents for service of process on behalf of Permittee and Contractor.
- 15)** In the event the City incurs any costs, including reasonable attorney's fees, enforcing any provision of this Permit, the City may recover such costs from the Permittee.

- 16) All obligations, terms and conditions of this Permit upon Permittee shall be the joint and several obligations of the Permittee and Contractor.
- 17) The Permittee and Contractor represent that they have read and understand the foregoing terms and conditions of this Permit, that they have read and understand the City requirements pertaining to the work being done under this Permit and that the undersigned have authority to sign for and bind Permittee and Contractor.
- 18) Any breach of the conditions set forth in this Permit, or of City standards, specification or requirements pertaining to work authorized by this Permit may cause the revocation of the Permit.
- 19) By their signatures, Permittee and Contractor agree to comply with all terms and conditions of this Permit.
- 20) This Permit may be revoked by the Ouray City Council for any reason as deemed appropriate in the City's sole discretion. Upon revocation, any encroachment shall be removed and the surface restored at Permittee's expense.
- 21) The following additional conditions shall apply:

Applicant's Signature: _____ Date: _____
(Required)

Contractor's Signature: _____ Date: _____
(Required)

By affixing my signature hereto, I certify under penalty of perjury that the information furnished herein is true and correct to the best of my knowledge. I further agree to hold harmless the City of Ouray as to any claim (including costs, expenses and attorney's fees incurred in the investigation of such claim) which may be made by any person, including the undersigned, and filed against the City of Ouray, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information provided to the City as a part of this application.

Permit Fee Amount: _____ Date Paid: _____

Approved by the City of Ouray:

Public Works Director

Date