



Revocable Excavation and Encroachment Franchise Permit

(Ridgway Municipal Code §14-5)

Absent prior Town approval, no excavation shall occur in Town streets, alley and other rights of way between November 15th and March 15th in any year. (Resolution 09-11)

The Town of Ridgway hereby grants a revocable permit to the Permittee in accordance with the provisions of this Permit to do the following:

- Excavation as shown on site plan attached to this permit and as described on this permit
- Installation, operation and maintenance of an encroachment as described on the attached plan

Please fax or email this completed application to the Town of Ridgway at 970.626.3962 or jcoates@town.ridgway.co.us

Application Date: _____	Street Address for Encroachment Area: _____
Applicant Name: _____	Legal Description (Subdiv, Lot, Block): _____
Applicant Phone: _____	Contractor Name/Phone: _____

Estimated Start Date: _____ **Estimated Completion Date:** _____

Type of Encroachment (check all that apply):		
<input type="checkbox"/> Parallel (along alley or street)	<input type="checkbox"/> Perpendicular (to alley or street)	
<input type="checkbox"/> Utility Installation (residential)	<input type="checkbox"/> Installation of main line (gas, power)	
<input type="checkbox"/> Utility Installation (commercial)	<input type="checkbox"/> Installation of Communications Utilities	
<input type="checkbox"/> Driveway cut/curb cut (residential/commercial)	<input type="checkbox"/> Landscaping	
<input type="checkbox"/> Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Natural Gas
<input type="checkbox"/> Phone	<input type="checkbox"/> Power	<input type="checkbox"/> Other _____

Town Infrastructure Affected by Work (check all that apply):

- Street Alley Sidewalk Landscape Area Other _____

Scope of Encroachment (est. square footage of encroachment into Town property): _____

Is traffic control or erosion protection required? Yes (explain below) No

Purpose of Proposed Construction, Excavation, Work: _____

TERMS AND CONDITIONS OF EXCAVATION & ENCROACHMENT PERMIT

1. No work shall be conducted on Town property without an approved permit.
2. All work shall be done subject to and in accordance with the requirements of this Permit, Franchise Agreement, Town Code and ordinances, Town standards and regulations including the Town Standard Specifications and Typical Drawings (www.ridgway.town.co.us), and good engineering practices.
3. Permittee shall notify Town Hall (970) 626.5308 ext. 0 at least 1 business day prior to beginning work.
4. Prior to commencing construction, Permittee shall notify the Utility Notification Center (UNCC) at 800.922.1987 a minimum of 3 business days prior to excavation, and any other entity which may have underground facilities in the area for location of such utilities.
5. Marking tape or paint shall be placed 12 inches above all buried utility lines and pipes or as otherwise required by Town specifications.
6. **Unless otherwise approved by the Town utility lines and pipes shall be perpendicular or parallel to right-of-way lines.**
7. Any utilities, facilities, improvements that are disturbed or damaged by the work shall be repaired at the Permittee's cost. 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 pre-existing conditions. **Excavation, backfill, compaction and gravel requirements are set out in Town 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 within 48 hours after commencing work unless otherwise authorized by the Town. Thereafter, the Town may cause the work to be completed, excavation backfilled, surfaces restored and damages repaired and collect the cost of so doing from the Permittee. **Thereafter no further work is authorized without an additional permit.**
10. No cleated or tracked equipment shall work on any pavement without mats or other appliances adequate to prevent damage to such surfaces.
11. Permittee should provide all signs and barricades necessary to complete the work in accordance with Part VI of the Manual of Uniform Traffic Control Devices.
12. The Town shall have access to the work site at all times to inspect the progress of the work. The Town 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 subsurface to be restored.
13. No more than one half of a street may be blocked at one time without specific Town permission.
14. Compliance with the terms of this Permit are guaranteed by a Performance or Contract Bond, clean irrevocable Letter of Credit, or a Cash Bond, which is attached hereto and shall remain in effect for one year.
15. Permittee agrees to hold the Town, its officers and employees 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 Town owned

property. The Permittee agrees to defend and indemnify the Town, its officers and employees from any damages claimed or adjudged against the Town, its officers and employees arising out of Permittee's operations or installation and maintenance of Permittee's utilities, improvements, encroachment or facilities installed or maintained with Town owned property by Permittee.

16. Permittee agrees to properly maintain Permittee's encroachment, utilities, improvements or installations and shall be responsible to repair any damages to Town property, street surfaces or improvements which result or are caused in any manner by the excavation, installation, operation or maintenance of Permittee's encroachment, pursuant to this Permit.
17. In the event it is necessary to relocate any utility, facility or improvement of the Permittee installed with Town property, pursuant to this Permit, on account of the change of any street grade, relocation, realignment or expansion of any street or other improvements to Town property, or installation, replacement, maintenance or operation of any Town property, utility or facility, the Permittee shall be responsible to relocate such facilities to a location approved by the Town at the Permittee's sole expense.
18. The individuals signing on behalf of Permittee and Contractor are hereby designated as agents for service of process on behalf of Permittee and Contractor.
19. In the event the Town incurs any costs, including reasonable attorney's fees, enforcing any provision of this Permit, the Town may recover such costs from the Permittee.
20. All obligations, terms and conditions of this Permit upon Permittee shall be the joint and several obligations of the Permittee and Contractor.
21. 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 Town requirements pertaining to the work being done under this Permit and that the undersigned have authority to sign for and bind Permittee and Contractor.
22. The work shall be conducted and encroachment maintained pursuant to the plans attached as herein.
23. Any breach of the conditions set forth in this Permit, or of Town standards, specification or requirements pertaining to work authorized by this Permit may cause the revocation of the permit and the stoppage of the work.
24. By their signatures, Permittee and Contractor agree to comply with all terms and conditions of this Permit.
25. This Permit may be revoked by the Ridgway Town Council for any reason as deemed appropriate in the Town's sole discretion. Upon revocation any encroachment shall be removed and the surface restored at Permittee's expense.
26. The additional conditions set out in this permit shall apply.

PERMITTEE:

CONTRACTOR:

Signature: _____ Date: _____

Signature: _____ Date: _____

TOWN USE ONLY

*Refer to Town of Ridgway Resolution No. 07-07 for further detail of applicable pricing.

Permit Fee (Per Franchise Agreement or other): _____	Date Paid: _____	Check #: _____
Administration Fee (RMC §7-3-20): _____	Date Paid: _____	
Rental Fees (\$.50/lin ft per year, RMC §14-5-7): _____	Date Paid: _____	

Attachments

Document Type	Submitted <small>(indicated with 'X')</small>	Approved <small>(indicated with 'X')</small>	Not Applicable
Plan showing protection of subject and adjacent property	_____	_____	_____
Engineered drawings (CAD format)	_____	_____	_____
Plan showing location of work, depth of utilities & tie-ins	_____	_____	_____

Is applicant or contractor delinquent on payments due to the Town of Ridgway? Yes No

Approved by the Town of Ridgway: _____ **Date:** _____

Conditions of Permit:

Restore and re-compact all Town rights-of-way per Town Standards.

If there is a need to deviate from the plan as identified in this permit, the Permittee must contact the Town at

(970) 626.5308 ext 0 and receive approval before commencing excavation.

Additional Comments:

Total Due: \$ _____