

HEADWATERS METROPOLITAN DISTRICT

c/o Robertson and Marchetti, P.C.
28 Second Street, Ste. 213
P.O. Box 600
Edwards, CO 81632-0600
Phone: (970) 926-6060
Fax: (970) 926-6040

PERMIT NO. _____

BOND NO. _____

**HEADWATERS METROPOLITAN DISTRICT PERMIT FOR EXCAVATION, CUT, TRENCH, OR
OPENING IN OR UNDER ANY STREET, SIDEWALK, CURB, GUTTER, CURBWALK, ALLEY
OR OTHER PUBLIC PLACE**

ALL APPLICATIONS FOR PERMITS MUST BE FILED WITH THE DISTRICT NO LATER THAN
SEPTEMBER 15TH, UNLESS OTHERWISE APPROVED BY THE DISTRICT OR ITS DESIGNATED
REPRESENTATIVE IN WRITING. NO EXCAVATION OF ANY KIND WILL BE DONE PRIOR TO MAY
1ST OR AFTER OCTOBER 15TH, UNLESS OTHERWISE APPROVED BY THE DISTRICT OR ITS
DESIGNATED REPRESENTATIVE IN WRITING. THIS PERMIT WILL EXPIRE THREE (3) MONTHS
FROM THE DATE OF ISSUE OR OCTOBER 15TH OF THE YEAR IN WHICH IT IS ISSUED, WHICHEVER
COMES FIRST.

PERMITTEE'S NAME: _____ PHONE NUMBER: _____

PERMITTEE'S ADDRESS: _____

DATE EXCAVATION TO BEGIN: _____

APPROXIMATE DATE OF COMPLETION: _____

LOCATION (property address, number of feet from nearest intersection, etc. in street or sidewalk, etc.),
LENGTH AND WIDTH (SQ. FOOTAGE) OF EXCAVATION: _____

PURPOSE OF EXCAVATION (electrical or phone line, sewer connection, gas line, etc.): _____

This Permit is granted subject to the following conditions and restrictions:

1. A fee of Twenty-Five Dollars (\$25.00) has been paid to the District prior to the issuance of Excavation Permit for paved or unpaved streets, sidewalks, etc.
2. Permittee has posted a Three Thousand Dollar (\$3,000) Surety Bond, Letter of Credit, or some other form of security acceptable to the District, payable to Headwaters Metropolitan District, which shall be forfeited if the work is not undertaken and completed under the terms of the District's requirements or the terms and conditions of this Permit. BOND MUST REFERENCE EXCAVATION PERMIT NUMBER.
3. Permittee shall complete the work in a reasonable amount of time, or an authorized agent for the District may order the excavation refilled and repaired as if the work contemplated had never been done, and the Bond, Letter of Credit or other security shall be forfeited. Any additional costs incurred by the District over and above the amount of the Bond, Letter of Credit or other security will be assessed to the excavator and/or owner of the property for which the Permit was issued.

4. Any excavation, cut, trench or opening in or under any paved street shall be repaired with asphalt substantially similar to that used in the original pavement of the street. The asphalt and dirt shall have a compaction of ninety five percent (95%), tested and approved by a certified person at Permitted's expense. A copy of the testing results must be provided to the District. In any excavation work on or under any paved street, the pavement must be cut with an asphalt spade or cutting wheels. The use of a backhoe in cutting the pavement is expressly prohibited. The width of all cuts in the pavement shall be sufficient so that all excavation in or under any paved street can be accomplished without disturbing or lifting the surrounding pavement. No opening or excavation shall be undercut or have a greater width at the bottom than at the top. In no case shall more than one-half of the width of any street, alley or other public place be opened or excavated at any one time, and, in all cases, one-half of such street, alley or other public place shall remain untouched for the accommodation of traffic until the other one-half is restored for safe use. All such work shall be performed in such a way as to cause minimum inconvenience and restrictions to the public and to both pedestrian and vehicular traffic. All ditches must be dug pursuant to OSHA requirements.

5. While the excavation and related work is in progress, the District or its authorized representative shall be entitled to, but not obligated to, inspect the work and the surrounding area and the Permittee shall cooperate fully with such inspections.

6. UPON COMPLETION OF THE WORK INVOLVED, THE PERMITTEE MUST NOTIFY THE DISTRICT OF THE COMPLETION. Within ten (10) days of such notification a designated employee of the District shall inspect the area covered by this Permit and ascertain whether or not the requirements of the District or the terms and conditions of this Permit shall have been fully complied with. Permittee will be notified by letter that the District has inspected the excavation. Permittee will be required to extend the date of the Bond or other form of security to cover the two (2) year warranty period.

7. If the Permittee has fully complied with this Permit and the District requirements, this Bond, Letter of Credit or other form of security shall be released at the end of the two year warranty period provided that the work survives the two year warranty period without defect. The refund must be requested, in writing, by the Contractor from the District. The Bond, Letter of Credit or other form of security shall be forfeited if the work does not comply with the District requirements or with the terms and conditions of this Permit. In the event that a defect in the work is discovered or becomes evident during the two (2) year warranty period, then the two (2) year warranty period shall be extended until a date two (2) years after the date such work is repaired or corrected to the satisfaction of the District and the Bond, Letter of Credit or other form of security shall not be released until completion of the extended warranty period. If necessary the security shall be renewed or extended to cover the additional warranty period.

ISSUED BY:

TERMS ACCEPTED:

Authorized Agent for the District

Permittee

COMPLETION ACCEPTED:

District Street Supervisor

Date

Permittee will be notified by letter that the District has inspected the excavation. Permittee will be required to extend the date of the bond or other security to cover the two (2) year warranty period.

A Two year warranty period begins on the _____ day of _____, _____ and ends on the _____ day of _____, _____. Inspection will be done within ten (10) days prior to expiration of warranty period.