



EXCAVATION PERMIT

City of Montrose
 Street Excavation Permit Section 9-7 of Municipal Code
 pwmail@ci.montrose.co.us
 1221 6450 Road P.O. Box 790 Montrose, CO 81402
Inspection Scheduling: (970) 240-1480

Contractor's Name:		Contact Person:		Telephone:
Contractor's Address:		City:	State:	Zip:
Property Owner:		Work Location/Address:		
Work Start Date:		Work Completion (Expiration) Date:		
Provide a Purpose of the proposed Excavation & a Description of Work:				
Does Work Include Directional Drilling? Yes <input type="checkbox"/> No <input type="checkbox"/>				
Length of Cut:	Width of Cut:	Type of Existing Surface:	Boring Linear Footage:	Total Square Footage:

Attach Location and Traffic Control Plan. Attach copies of all permits or licenses (including required insurance, deposits, bonds, and warranties) required to do the proposed work, and to work in the public rights-of-way, if licenses or permits are required under the laws of the United States, the State of Colorado, or the ordinances or regulations of the City.

CONSTRUCTION WITHOUT INSPECTION IS SUBJECT TO REJECTION

I hereby certify that I have read and examined this application and the information I have provided is true and correct. All provisions of current City of Montrose Standards and Ordinances governing this type of work will be complied with whether specified herein or not.

Applicant Signature: _____ **Date:** _____

FOR OFFICE USE ONLY

Approval for Issuance by: _____ Signature: _____ Date: _____

Additional Conditions: _____

Final Inspection: _____ Date: _____

CALCULATION OF FEES:

Surface Type x Cost/Sq. Ft.	+ Impact Fee (Surface Type Cost _____ x Size of Cut _____):	Inspection Fee: _____
Asphalt: \$3.25		+ Pothole Fee: _____
Concrete: \$3.75		- Application Deposit: _____
Gravel/Road Base: \$0.45		= TOTAL PERMIT FEE: _____
Earth: \$0.25		

Date Paid: _____ **Payment Method:** _____ **Stamp:** _____

Permit is not valid until approved for issuance and deposit has been paid.

Rev. 1/2/2023



Compliance is required with all applicable provisions of Chapter 9-7 of the City of Montrose Municipal Code and the City of Montrose Engineering Standards for all excavation projects. To that end, such provisions are hereby incorporated into this Permit by reference, and are made conditions hereof. Other conditions for this Permit are as follows:

1. **Call To Schedule Final Inspection.** Permittee or Contractor shall be responsible for calling Public Works to schedule a final inspection.
2. **Call Before You Dig.** All utilities must be located prior to performing any excavation work (includes directional drilling) as defined in C.R.S. § 9-1.5-101, *et seq.* Call the Utility Notification Center of Colorado (UNCC) at 1-800-922-1987 for utility locate requests.
3. **Private Utilities.** The UNCC locate requests generally do not provide the location of private utilities (e.g., water and sewer service laterals) within the public right-of-way. It is the responsibility of the Contractor performing the excavation to determine the location of these private utilities through contact with the adjacent property owners and/or through the use of a private utility locating service. Unless determined otherwise, the Contractor shall assume and account for any water and sewer service extending from each structure or residence within or immediately adjacent to the project area. When installing utilities by use of a directional drill or similar trench-less technology, the Contractor shall visually pothole and verify the location of all utilities to be crossed.
4. **Damaged Utilities.** Contractor shall be responsible for repairing any damaged utilities marked through the UNCC locate request as well as any damage to private water and sewer service laterals.
5. **Marking Tape.** Marking tape shall be placed 12 inches above all buried utility lines and pipes or as otherwise required by City specifications (excludes directional bores).
6. **Engineering, Site Plans, and As-Built Drawings.** Engineering construction drawings or site plans for the proposed construction or excavation are required for inspection prior to work. As-built drawings or sketches showing the general location of any new utilities installed within the right-of-way shall be provided to the City upon completion of the work. When more than 100 linear feet of right-of-way are affected, plans shall be submitted in writing and CAD format.
7. **Permit Required.** No work shall be conducted on City property or right-of-way without an approved permit.
8. **Expiration Date.** All work must be completed by the date listed on the front of this Permit. If an extension is required, the City must be notified prior to the expiration of the Permit.
9. **Traffic Control Plans** are required in all cases at least 24 hours in advance. Plans should include a drawing of the street where the work zone will be located and include the nearest cross street. Adherence to the Manual on Uniform Traffic Control Devices (MUTCD) is required for all traffic control plans. Any equipment or other obstructions left on the road surface after sunset must be barricaded with lighted barricades. Police and fire departments must be notified by the Permittee for emergency routing.
10. **Compaction Testing Required.** Compaction testing shall be performed as outlined in the City's engineering specifications. Failed tests shall require re-excavation, re-compaction and new testing at the expense of the Permittee. Compaction test results shall be submitted to and approved by the City prior to patching for hard-surfaced streets. Failure to complete compaction testing or submit passing compaction results to the City will require escrow of repair funds, a warranty period of two years, and may affect the approval of future excavation permits.
11. **Flow-fill.** Flow fill is acceptable for use as backfill if it is designed within the range of 30 to 90 PSI maximum strength at 28 days. Compaction testing is not required if flow fill is used the full depth of the trench.
12. **Concrete.** All concrete used within the City right-of-way shall be CDOT Class B or D concrete (4,500 psi) from CDOT's approved products list. Concrete shall include 1.5 pounds of polypropylene fiber reinforcement per cubic yard.
13. **Surface Restoration.** It is the Permittee's responsibility to restore the surface within 10 days of issuance of this Permit. If not restored within 10 days, City crews may restore the surface at the Permittee's expense. All patches shall comply with the City's engineering specifications. During cold or inclement weather conditions the patches shall comply with the City's engineering specifications. During cold or inclement weather conditions the City may require temporary surfacing of asphalt cuts until weather conditions allow the cut to be properly patched with hot asphalt.
14. **Asphalt Patches.** Asphalt shall be cut for a clean straight edge prior to new asphalt placement. Asphalt thickness shall be matched to existing conditions plus one inch. Placement shall be done in lifts not to exceed 3 inches. A minimum of 4 inches of asphalt is required. Contact the City for a review of the prepared base course prior to patching.
15. **Excavation Safety.** All trenches and excavations shall conform to applicable federal, state, and local safety regulations and shall be barricaded to protect the general public. OSHA regulations for trench safety shall be adhered to. Open trenches are not allowed overnight without prior approval of the City.
16. **Street Damage.** Permittee is responsible for protecting streets and other City property from damage. No cleated or tracked equipment shall work on any pavement without mats or other protective measures adequate to prevent damage. Damaged surfaces must be repaired by the Permittee at their expense.
17. **Access.** The City shall have access to the work site at all times to inspect progress of the work. The City may stop the work on account of violations of the terms of this permit or if necessary to protect public safety or traffic movement.
18. **Indemnity.** Permittee agrees to hold the City, 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 City-owned property. The Permittee agrees to defend and indemnify the City, its officers and employees from any damages claimed or judged against the City, 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 City owned property by Permittee.
19. **Ditch flows.** Allowance shall be made to avoid interrupting the flow in drainage ditches, flumes, canals or similar facilities.
20. **Additional Permit.** After all permitted work is completed, excavations properly backfilled, the surface restored and all damages repaired, no further work is authorized without an additional permit.
21. **Service of Process.** The individuals signing on behalf of Permittee and Contractor are hereby designated as agents for service of process on behalf of Permittee and Contractor.
22. **Joint and Several.** All terms and conditions of this Permit shall be joint and several obligations of the Permittee and Contractor.
23. **Costs of Enforcement.** In the event the City incurs any costs enforcing any provision of this Permit, including reasonable attorney's fees, the City may recover such costs from the Permittee and Contractor.
24. **Authority to Sign.** The Permittee and Contractor represent 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.
25. **Breach.** Any breach of the conditions set forth in this Permit, or of City standards, specifications or requirements pertaining to work authorized by this Permit may cause the revocation hereof and the stoppage of the work. By their signatures, Permittee and Contractor agree to comply with all terms and conditions of this Permit.
26. **Permit is Revocable.** This Permit may be revoked for any reason as deemed appropriate in the City's sole discretion. Upon revocation, any encroachment shall be removed, and surface restored at Permittee's expense.
27. **Further Assurances:** Each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Permit, and from time to time to do such acts and things and execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party hereto agrees to cooperate in the execution of subsequent addenda, or to re-execute an amended version of this Permit, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Permit.