



# City of Sheridan

## Public Works Department

4101 South Federal Boulevard  
Sheridan, CO 80110-5399  
Randy Mourning, Director  
303-438-3259

### RIGHT OF WAY PERMIT

Revised 6/15/2019 RM

#### Instructions:

Please complete the entire form in its entirety. Please be as specific about the property owners, contractors, sub-contractors and project details. Submit all required documentation together with the Permit Application. Please read and initial all requirements and sign the form at the bottom (highlighted in yellow).

Date of Application: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Developer: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Exact Location of proposed work: \_\_\_\_\_

(11 X 17 Site Plan Required, Satellite image may be used showing work area)

Type of work to be done in right of way: \_\_\_\_\_

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Include with application any construction drawings, site plans for proposed construction:

Purpose of work in right of way: \_\_\_\_\_

Proposed Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_ Proposed Work Hours: \_\_\_\_\_

Emergency Contact name: \_\_\_\_\_ Cell: \_\_\_\_\_

Describe Restoration work to right of way once work is completed: \_\_\_\_\_

Total Estimated Cost of Restoration: \_\_\_\_\_

Final Date for Restoration to be completed: \_\_\_\_\_

Provide Surety / Cash Bond equal to cost for restoration of work area plus 10 percent: Bond must be in place for two (2) years. Restoration work must meet standards set by City of Sheridan. (Attached)

Provide a Method Statement of How work is to be Completed (Furnished by Contractor)

Provide copies of any other Permits, Bonds, Deposits or Insurance Requirements associated with this work.

Describe Plan for the Protection of Existing Landscaping or Surrounding Properties: \_\_\_\_\_

Provide a detailed MHT (Traffic Control Plan) Using the Manual For Uniform Traffic Control Devices:

Affirmative Statement: That if the Contractor / Developer or any Sub-Contractors has previously performed work in the City of Sheridan that it is not Delinquent in any payments or other financial obligations due the City of Sheridan for the prior work \_\_\_\_\_

Initial

Prior Work in City of Sheridan / Date:

\_\_\_\_\_

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List any other City Licenses: \_\_\_\_\_  
\_\_\_\_\_

Sub-Contractors: (this includes all other contractors working on your project including restoration)

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Traffic Control Company:**

**If by contractor attach a copy of certification last obtained. If contractor is not certified they must contract with certified company.**

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**TCS Assigned to Project**

**Name:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Date of Last Certification:** \_\_\_\_\_ **Agency:** \_\_\_\_\_

**MHT's must be submitted and approved for issuance of Right of Way Permit.**

Provide a detailed Erosion Control Plan showing all BMP's as well as Method Statement:

In accordance with Article II, Chapter 74 of Sheridan Municipal Code Contractor's (Permittee) working within the right-of- way are subject to requirements, which include the following:

**PUBLIC NOTIFICATION**

The permittee shall notify all adjacent properties within the boundaries of your project scope in writing 24-hours prior to any work beginning on your project. This notice shall include work hours, project duration, contact information and information specific to your project.

\_\_\_\_\_

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**POLICE POWERS**

The permittee's rights hereunder are subject to the police powers of the City, which include the power to adopt and enforce articles, including amendments to this article, necessary to the safety, health, and welfare of the public. The permittee shall comply with all applicable laws and articles enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this article and the permit to the contrary. Any conflict between

the provisions of the article or the permit and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter and nothing hereon shall be deemed a waiver of the City's police powers.

  
Initial

## **INSURANCE AND INDEMNIFICATION**

Permittee shall, at its own expense, keep in full force and effect, during the term of any and all work, insurance as stated below:

- A. Commercial General Liability Insurance with minimum combined single limits of Two Million Dollars and No Cents (\$2,000,000.00) for each occurrence and Two Million Dollars and No Cents (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall endorse the City and its employees and agents as additional insureds. Additionally, the policy shall provide that such insurance is primary coverage with respect to work contemplated under this Agreement by all insureds and additional insureds.
- B. Workers' Compensation Insurance to cover all obligations imposed by applicable laws for all of permittee's employees engaged in the performance of work, based on statutory limits prescribed by and in accordance with Colorado law. In the event any services are performed by a subcontractor, permittee shall require such subcontractor to provide workers' compensation insurance for its employees.
- C. Comprehensive Automotive Liability Insurance for the duration of the work to be performed covering all owned, non-owned, and hired vehicles used by permittee in connection with the work performed by or on behalf of the permittee in an amount not less than Three-Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) combined single limit per occurrence for bodily injury and property damage.
- D. All of the insurance policies required above shall be written and issued by responsible companies authorized to do business under the laws of the State of Colorado. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the permittee. The permittee shall be responsible for notifying the City within five (5) business days of any material modification to, or cancellation of, these policies during the term of the

work to be performed, including but not limited to, any pending or paid claims against the aggregate amount of the policy, and of any cancellation of coverage for non-payment.


- F. Each permittee shall construct, maintain, and operate its facilities in a manner which provides protection against injury or damage to persons or property.
- G. *Indemnification:* Permittee shall defend, indemnify and hold harmless the City and its officers, officials, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from work to be performed or is performed, to the extent that such claim, damage, loss or expense is caused, or alleged to be caused, in whole or in part, by any negligent, reckless or intentional act or omission of permittee or anyone directly employed by permittee or anyone for whose acts permittee may be liable.
  - 1. The terms of each contract awarded by the permittee for activities pursuant to a permit shall contain indemnity provisions whereby the contractor shall indemnify the City to the same extent as described above.
  - 2. Following the receipt of written notification of any claim the permittee shall have the right to defend the City with regard to all third party actions, damages and penalties arising in any way out of the exercise of any rights in the permit. If at any time, however, permittee refuses to defend, and the City elects to defend itself with regard to such matters, the permittee shall pay all reasonable expenses incurred by the City related to its defense.
  - 3. In the event the City institutes litigation against the permittee for a breach of the permit or for an interpretation of this article and the City is the prevailing party, the permittee shall reimburse the City for all costs related hereto, including reasonable attorney's fees. The permittee shall not be obligated to hold harmless or indemnify the City for claims or demands to the extent that they are due to the negligence, or any intentional and/or willful acts of the City or any of its officers, employees, or agents.
  - 4. In the event the permittee is a public entity, the indemnification requirements of this section shall be subject to the provisions of the Colorado Governmental Immunity Act C.R.S. 24-10-101 et. seq. as may be amended from time to time.

**PERFORMANCE WARRANTY/GUARANTEE**

- A. Any warranty made hereunder shall serve as security for the performance of work necessary to repair the public right of way if the permittee fails to make the necessary repairs or to complete the work under the permit.
- B. The permittee, by acceptance of the permit, expressly warrants and guarantees complete performance of the work in a manner acceptable to the City and warrants and guarantees all work done for a period of two (2) years after the date of final acceptance and agrees to maintain upon demand and to make all necessary repairs during the two (2) year period. This warranty shall include all repairs and actions needed as a result of:
  - 1. Defects in workmanship.
  - 2. Settling of fills or excavations.
  - 3. Any unauthorized deviations from the approved plans and specifications.
  - 4. Failure to barricade.
  - 5. Failure to clean up during and after performance of the work.
  - 6. Any other violation of this article or the City Code.
- C. The two (2) year warranty period shall run from the date of the City’s final acceptance of the work. If repairs are required during the two (2) year warranty period, those repairs need only be warranted until the end of the initial two (2) year period starting with the date of final acceptance. It is not necessary that a new two (2) year warranty be provided for subsequent repairs after final acceptance.
- B. At any time prior to completion of the two (2) year warranty period, the City may notify the permittee in writing of any needed repairs. Such repairs shall be completed within twenty-four (24) hours if the defects are determined by the City to be an imminent danger to the public health, safety and welfare.

Non-emergency repairs shall be completed within thirty (30) calendar days after notice.

The warranty described in this section shall cover only those areas of work undertaken by a permittee, and not directly impacted by the work of any other permittee or the City. In the event that a portion of work warranted by permittee is subsequently impacted by work of another permittee or the City during the warranty period, that other permittee or the City shall assume responsibility for repair to the subsequently impacted section of right of way.

  
Initial

Total Project Value: \$ \_\_\_\_\_

By signing this Right of Way Permit request application, you have read and understand all requirements and conditions. Any failure to comply with the terms and conditions can result in Stop Work Orders as well as Civil actions, Penalties, and additional requirements.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

FEES:

Traffic Control: \$150.00 Per Day

Erosion Control \$35.00 Per Week

Road Closure \$250.00 Per Day

Form Inspection \$50.00 each

Utility Inspection (roadway to property limits) \$50.00 each

Sidewalk Inspection \$150.00 (Requires pre, during and after)

Driveway Cut \$100 (Requires pre and after)

Flat work per sq foot \$0.25

Block Party / Special Event

Re-Inspection Fee \$125.00

CITY USE ONLY:

Appropriate plans approved: \_\_\_\_\_

Dates and Hours approved: \_\_\_\_\_

Restoration Cost Estimate: \_\_\_\_\_

Bond Received: \_\_\_\_\_ Amount: \_\_\_\_\_

Project method Statement: \_\_\_\_\_

Contractor Background: \_\_\_\_\_

MHT: \_\_\_\_\_

Affirmative Statement: \_\_\_\_\_

Sub-Contractors Approved: \_\_\_\_\_

Police Powers: \_\_\_\_\_



Insurance Documents / Indemnification: \_\_\_\_\_

Warranty: \_\_\_\_\_

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

Director PW Signature: \_\_\_\_\_ Date: \_\_\_\_\_