



APPLICATION FOR RIGHT-OF-WAY USE/ACCESS PERMIT

Municipal Code
Article 5 Chapter 11,
Article 9 Chapter 16

PO Box 351
50 S Beech Street
Hudson, CO 80642

Phone: 303-536-9311
Fax: 303-536-4753
info@hudsoncolorado.org

Applicant Full Name: _____

Applicant Contact's Name: _____

Applicant's Address: _____

Applicant's Phone: _____

Applicant's Email: _____

Mailing Address: _____

Contractor Name: _____

Contractor's Address: _____

Contractor's Phone: _____ Contractor's Email: _____

Work Site Location and Limits: _____

Brief Description of work to be accomplished under the permit (the "Work). Attach details and drawings as necessary):

Proposed Start Date: _____ Proposed Completion Date: _____

Project Quantity: _____ (Units) _____ Lin Ft. _____ Sq. Ft. _____ Sq. Yd. _____ Cu. Ft. _____ Cu. Yd.

Total Estimate Cost of Installation: _____ (Labor & Materials not including facility)

Street Closure Information: (Check all that apply)

Applicant is requesting the closure of a street during construction. (Traffic detour plan is required)

Street will not be closed during construction.

A pedestrian detour is required. (Detour plan must be submitted for review and approval)

Party responsible for restoration of any disturbed are within the Town right-of-way: _____.

Applicant will restore the disturbed work area to Town Standards.

Applicant requests that the Town restore the area of the Work and agrees to remit the additional permit fee of 200% of estimated restoration costs to the Town. *Note: No restoration fees shall be required for a public right-of-way permit which does not include excavation.*

Applicant's Signature indicating, under penalty of perjury that, to the best of the applicant's knowledge, the foregoing is true, correct, and complete.

Signature: _____ Date: _____

Type of Permit Requested:

- Bore
- Street Cut
- Access (M.C. 16-148)
- Sidewalk Cut
- Trench
- Other: _____

FOR OFFICE USE ONLY

Permit #: _____

Date Received: _____

Amount Due: _____

Fee Paid: _____ Staff Initials: _____

Inspection Time: _____

Approved: _____

Date: _____

Notes: _____

APPLICATION FOR RIGHT-OF-WAY USE/ACCESS PERMIT

Town of Hudson, Right-of-Way Use/Access Permit Terms and Conditions

By signing below, applicant acknowledges and understands as follows:

1. All work shall be in conformance to the Town of Hudson’s Municipal Code and adopted regulations.
2. All paving shall conform to the Standards and Specifications for Road and Bridge Construction, Colorado Department of Transportation, 1999 Edition, as amended.
3. Applicant is responsible for utility locates: call Utility Notification Center of Colorado (811).
4. Applicant must schedule a proof rolling of sub-grade prior to installation of sub-base, asphalt or concrete pavement material.
5. Applicant must schedule a final inspection as outlined on this permit. Failure to complete the final inspection and correct any discrepancies within 30 days of the completion date as shown above will result in forfeiture of applicant’s deposit and a revocation of this permit.
6. Applicant shall carry and maintain in full effect at all times commercial general liability insurance, including broad form property damage, completed operations contractual liability, explosion hazard, collapse hazard, underground property damage hazard, commonly known as XCU, for limits not less than one million dollars (\$1,000,000) each occurrence for damages of bodily injury or death to one or more persons; and five hundred thousand dollars (\$500,000) each occurrence for damage to or destruction of property.
7. Applicant, for itself and its related entities, agents, employees, subcontractors, and the agents and employees of said subcontractors, shall hold the Town harmless and defend and indemnify the Town, its successors, assigns, officers, employees, agents, and appointed and elected official from and against all liability or damage and all claims or demands whatsoever in nature, and reimburse the Town for all its reasonable expenses, as incurred, arising out of any work or activity related to this permit, including but not limited to, the actions or omissions of applicant, its employees, representatives, agents, contractors, related entities, successors and assigns, or the securing of and the exercise by applicant of any rights granted herein, including any third party claims, administrative hearings, and litigation.. Applicant shall not be obligated to hold harmless or indemnify the Town for claims or demands to the extent that they are proven to be due to the negligence or willful and wanton acts of the Town or any of its officers, employees, or agents.
8. Applicant shall file with the Town a bond or letter of credit in favor of the Town in an amount equal to the estimated total cost of construction, including labor and materials but excluding the cost of any facilities being installed, or five thousand dollars (\$5,000), whichever is greater. The bond or letter of credit shall be executed by applicant as principal and by at least on surety upon whom service of process may be had in the state. The bond or letter of credit shall be conditioned upon applicant fully complying with all provisions of the Municipal Code and adopted regulations, and upon payment of all judgments and costs rendered against applicant for any violation of any Town ordinance or regulation arising out of any negligent or wrongful acts of applicant in the performance of work pursuant to this permit.
9. Applicant, by acceptance of this permit, expressly warrants and guarantees complete performance of the Work in a manner acceptable to the Town and warrants and guarantees all work done for a period of one (1) year after the date of acceptance.
10. Work shall be in conformance with **attached drawings and specifications**, as approved by the Town.
11. Other: _____

Applicant Signature: _____

Date: _____

Applicant Name (Printed): _____