



Town of Wiggins Colorado
304 Central Ave
Wiggins, CO 80654
RIGHT-OF-WAY AND PUBLIC
UTILITIES PERMIT

For Office Use only	
Approve by:	_____
Date:	_____
Conditions:	_____
_____	_____
_____	_____

Value of Materials \$ _____

Applicant information:

Business name: _____
 Contact name: _____
 Address: _____ PO Box: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 E-mail: _____

Contractor information (if different than applicant):

Business name: _____
 Contact name: _____
 Contact phone: _____ (office)
 _____ (cell)
 Contact e-mail: _____
 Permit type: Standard Annual

Project name:

Location: WCR _____ between _____ and _____
 Address: _____ Subdivision: _____ Legal (Sec/Twn/Rng): _____ N- _____ W

Impacted surface (check all that apply):

- Asphalt/Conc D Gravel CI Other

rete Type of Use:

- Communications Electrical Gas/Oil Water service Sanitary sewer
 Irrigation Storm water Misc _____

Classification of Work (check all that apply):

- Abandonment Misc. occupation Relocation Potholing
 Maintenance Culvert installation Road improvements Tree trimming
 New Service Overhead installation Underground installation Surveying
 Other _____

Planned Restoration (check all that apply):

- Asphalt (HMA) Road base Compaction testing Erosion Control
 Concrete Surface Gravel Reseeding Other _____
 Flow fill Fugitive dust chemical Mulching
 Structural fill Native material

Use and/or construction detail (include use, size, diameter, and composition of pipe, conduit, line etc.):

Submittals:
 *required

- *Fee Schedule HMA mix design
 *Traffic control plan Flow fill mix design
 *Copy of Contractor's License Road base gradation/classification
 *Sketch/drawings of work Reseeding mix
 D*Certificate of insurance Other _____

Requested Start date: _____ End date: _____ Comments: _____

Does project disturb more than one acre? No _____ Yes _____ Weekend hours requested: Yes _____ No _____

Applicant Signature :	Printed Name:	Date:
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**RIGHT-OF-WAY USE FEE SCHEDULE
& PUBLIC UTILITIES PERMIT**

<u>A) Standard Permit</u>	Fee			Cost	
1) Admin, review and inspection	\$50.00				
<u>1_31 Annual Permit</u>					
1) Admin, review, and inspection (Example: surveying, tree trimming, etc.)	\$100.00				
<hr/>					
<u>C) Road Bore</u>	Fee	Unit	Quantity	Minimum Fee	Cost
Road bore w/ bore pit(s) located in R.O.W.	\$50.00	Per location	_____		_____
Road bore w/ bore pit(s) located outside R.O.W.	\$25.00	Per location	_____		_____
<u>D) Work within a Hard Surface Roadway</u>					
Trench w/ Structural fill or Flowable fill Test	\$1.00	SF	_____	\$25.00	_____
Hole/Pot Hole	\$20.00	Each	_____		_____
<u>E) Work within a Gravel Roadway</u>					
Trench w/ Structural fill or Flowable fill	\$0.50	SF	_____	\$20.00	_____
Test Hole/Pot Hole	\$10.00	Each	_____		_____
<u>F) Work in R.O.W. Outside of Roadway</u>					
Trenching/ Plow or cable puller	\$20.00	Each	_____	\$15.00	_____
Test Hole/ Pot Hole	\$10.00	Each	_____		_____
<u>G) New Appurtenance</u> (meters, vaults, poles, etc.)					
3 sq/ft or less (new construction Exempt from fee with paid investment fee)	\$25.00	Each	_____		_____
Greater than 3 sq/ft	\$50.00	Each	_____		_____
<u>H) Abandonment</u>					
Abandoning/retiring line in R.O.W.	\$25.00	Each	_____		_____
				Subtotal of lines A-H:	_____
<u>I) *Working Prior to Permit Approval</u>	Subtotal x 2				_____
Emergency repairs excluded					
				TAL:	_____
<u>K) Inspection Outside Normal Work Hours</u>	\$50.00/hr				
*As determined by Town Manager (\$50.00 minimum)					

		<u>For Town Use Only</u>	
A) Permit application	_____) New appurtenance	_____
B) Annual permit	_____	A) Abandonment	_____
C) Road Bore	_____	B) Working prior to permit	_____
D) Work w/in a Hard surface roadway	_____	C) Public Safety Violation	_____
E) Work w/in a Gravel roadway	_____	D) Additional Inspection hours	_____
F) Work w/in R.O.W. outside roadway	_____		

TOTAL: _____

**RIGHT-OF-WAY AND PUBLIC UTILITIES PERMIT
USE PERMIT REQUIREMENTS**

The Right-of-Way Use Permit is a tool to help regulate unauthorized obstructions of excavations in and use of the Town's rights-of-way, utilities, and easements including, but not limited to, all construction activities within the Town of Wiggins right-of-way, whether gravel or paved, and including all public drainage easements. A Right-of-Way Use Permit grants a permit holder permission to occupy, excavate, survey, or construct facilities within the Town rights-of-way or easement, and provide for the subsequent restoration upon completion.

The Permit granted herein is issued solely for the Permittee's installation of the Project which is to be used for the purpose described on page 1 of the Right-of-Way Use Permit. Permittee is prohibited from changing the use of the Project in any way without a new permit.

PERMITTEE'S RESPONSIBILITIES: The grant of this Permit herein is specifically conditioned upon Permittee's and its Contractor's compliance with the following requirements:

GENERAL PROVISIONS

1. **Permit Issuance.** Permittee must submit a complete Right-of-Way Use Application and include required submittals for review and consideration of its Project. If Project is approved a Right-of-Way Use Permit will be issued to the Permittee. It is the responsibility of the Permittee to inform its Contractor of all Permit requirements, Provisions, and Special Provisions.
 - (a) Commencement of construction prior to receiving an approved Permit will result in applicable penalties (see emergency repair section for exclusions).
 - (b) Contractor must have a copy of the Permit, Provisions, and any Special Provisions on site during construction of the Project.
 - (c) Issued Permit expires three (3) months from date issued unless otherwise stated. The Permittee may apply for an extension if work is not completed before the permit expires. All applicable fees must be paid before extension will be issued.
 - (d) Project specific Special Provisions may be included within or attached to the Permit as additional requirements.

2. **Traffic Control Plan.** A Traffic Control Plan (TCP) must be submitted and approved prior to Permittee's commencement of work. Permittee shall provide all necessary traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
 - (a) Flaggers shall be provided at any locations where there is encroachment into a travelling lane.
 - (b) Full road closures exceeding three (3) days shall require approval of the Board of Town Commissioners.

3. **Inspection.** Inspection of the work performed in the Town of Wiggins right-of-way is required. Town of Wiggins will be notified 24 hours prior to commencing any and all work. Final inspections are required. Town of Wiggins shall have the right to order Permittee or its Contractor to stop work anytime Town of Wiggins believes that a violation of this Permit has occurred or if there is a danger to the safety of the public if the work continues.

4. **Insurances.** Permittee and its Contractor shall secure and maintain insurance policies and/or provide proof of adequate self-insurance that will protect itself, its subcontractors, members of the public who use the right-of-way associated with this road, and Town of Wiggins, its officers, employees, agents and the Board of Town Trustees of the Town of Wiggins, Colorado from claims for bodily injury, death, or property damage, which may arise from the installation and/or construction of the Project contemplated herein, or caused by the facilities which are installed and/or constructed as permitted herein. **Town of Wiggins, Colorado**, must be named as an "Additional Named Insured" in all liability insurance policies. The following insurance policies are required and shall be delivered to the Town of Wiggins:

- (a) Statutory Worker's Compensation.
- (b) Contractor's public liability and property damage in the following sums:

Bodily Injury:		Property Damage:	
Each person	\$1,000,000	Each accident	\$1,000,000
Each accident	\$1,000,000	Aggregate	\$1,000,000

(c) Automobile public liability and property damage in the following sums:

Bodily Injury:		Property Damage:	
Each person	\$1,000,000	Each accident	\$1,000,000
Each accident	\$1,000,000		

5. **Surety Bonds.** If determined necessary by Town of Wiggins Permittee shall provide a surety bond or other security for the total amount required to restore the right-of-way under which the Project is to be installed or constructed, based upon current Town of Wiggins contract prices for the performance of such work. Said security shall remain in effect for a period of two (2) years after inspection of completed construction by Town of Wiggins. Whether or not covered by a bond, Permittee shall reimburse Town of Wiggins for any and all expenses incurred by it as a result of, or related to, the failure by Permittee or its Contractor to perform all installation, construction, maintenance or other work pursuant to this Permit, in a workmanlike manner.
6. **Additional Permits.** Permittee shall be responsible for obtaining all other State, Federal, or Local permits which may be required of Permittee and/or its Contractor to install and/or maintain its Project. Permittee shall provide evidence of such other permits upon request by the Town of Wiggins.
7. **Determination of Placement.** Town of Wiggins reserves the right to determine the specific placement of the Project within its right-of-way.
8. **Suspension of Work.** Town of Wiggins shall have the authority to suspend work, wholly or in part, because of the failure of Permittee to properly execute the work in accordance with this Permit. Notwithstanding the issuance of this Permit, Town of Wiggins reserves the right to make or to require Permittee to make any changes, additions, repairs or required relocation of any facilities within the dedicated rights-of-way at anytime.
9. **Setback Requirements.** By accepting this Permit, Permittee hereby waives its right to require industry setback requirements which it might otherwise require from other utilities which may be placed in Town of Wiggins rights-of-way, and relinquishes its authority over the placement of all other electric, power, gas, communications or other conduits, pipelines, appurtenances, or irrigation structures which Town of Wiggins may allow to be placed in its Right-of-Way. Town of Wiggins must approve location prior to construction.
10. **Existing Utilities.** Permittee or its contractor shall be responsible for locating all existing utilities. (Contact the Utility Notification Center of Colorado at 811 or 1-800-922-1987 at least two days in advance of digging.) Permittee must remove all utility locates such as flags and marker pins from the Right-of-Way once the construction is complete.
11. **No Damage to Other Projects.** No culverts, irrigation structures, drain lines, utility lines, or any other Projects or facilities within the right-of-way are to be cut or damaged. In the event Permittee or its Contractor damages an existing facility, Permittee shall first notify the owner and either immediately repair and replace the damaged facility or pay the owner to repair and replace the same in accordance with the desires of the owner.
12. **Emergencies.** Permittee shall report all emergency repairs to Town of Wiggins immediately upon being advised that an emergency exists. During such repairs, Permittee shall utilize proper traffic control measures. Permittee shall apply for a Right-of-Way Use Permit and make the required repairs as soon as practicable after the Town of Wiggins is notified of the emergency situation and the need for such repairs. In no event shall such repairs be completed later than 24 hours after receiving such notification, unless adverse weather conditions prohibit the repair process.
13. **Changes-Permittee's Financial Responsibility.** In the event changes are made to the roadway or its appurtenances within the right-of-way that would necessitate removal or relocation of Permittee's Project, Permittee shall do so promptly at its own expense upon the request of the Town.
14. **Permittee Responsible for All Project Related Expenses.** The construction, operation, maintenance and repair of the Project installed by Permittee, and all other improvements described in this Permit, shall be at its own expense and without the aid or use of Town of Wiggins funds.

15. **Permittee Solely Responsible.** Permittee (or its successors and assigns, if accepted by Town of Wiggins), remains solely responsible for all matters pertaining to the Project. These responsibilities include, but are not limited to the following: repair and maintenance of the physical components of the Project; removal of the physical components of the Project upon abandonment of the use or following the request of Town of Wiggins to remove the Project; cooperation with Town of Wiggins and other Permittees whose projects are placed in Town of Wiggins Right-of-Way.
16. **Successors and Assigns of Permittee.** It is mutually understood and agreed that this Permit and all the terms and conditions hereof shall extend to and be binding upon the Permittee and its successors, and assigns.

CONSTRUCTION PROVISIONS

1. **Daily Construction Requirements.** At the end of each day during the installation and construction of the Project, Permittee shall observe the following requirements:
- (a) All materials shall be removed a minimum of ten feet (10') from outside edge of the road shoulder;
 - (b) All excavations upon the traveled portions of the right-of-way shall be back-filled in accordance with the Compaction requirements set forth below unless otherwise approved by Town of Wiggins ;
 - (c) All traffic signs must be in place per the approved Traffic Control Plan or removed or covered if not applicable to nightly activities.
2. **Equipment-Equipment Crossings.**
- (a) Movement of cleated or track equipment is restricted to the immediate work area. Equipment shall be transported to a proper unloading area. No cleated or track equipment may work on or move over asphalt surfaces without mats.
 - (b) Equipment crossings, in line with the Project, shall be built up level with the road surface with a practicable anti-tracking material to prevent damage to the road surfaces and shoulder areas. A minimum of a fifteen-inch (15") culvert shall be placed in ditch areas under tracking pad to maintain proper drainage.
3. **Site Markers.** Permittee shall mark the site of the installation of the Project, whether permanent or temporary, with markers acceptable to Town of Wiggins. Markers shall be placed as far from edge of road as to not interfere with normal road maintenance.
4. **Future Line Location.** The installation of non-ferrous lines in the Right-of-Way shall require a suitable means to facilitate future line location such as, but not limited to, metallic warning tape installed above the line.
5. **Abandonment.** The abandonment of an existing Project in the Right-of-Way shall be subject to conditions as determined by the Town of Wiggins based on the age, condition, material type, and size. Permittee shall cut, cap, and fill Project(s) that are not required to be removed.
6. **Minimum Cover.** All depth requirements are minimums and are subject to Special Provisions requirements.
- (a) All road bores shall be a minimum depth of four feet (4') plus the diameter of the line below the lowest point of the Right-of-Way. Private use Projects shall increase this depth to a minimum of six feet (6') plus the diameter of the line.
 - (b) All underground Projects running parallel within the roadway or Right-of-Way shall have a minimum of four feet (4') of cover.
 - (c) Culverts must have a minimum of twelve inches (12") of cover.
7. **Asphalt-Concrete Surfaces.** Asphalt or Concrete surfaces are not to be cut unless approved by the Town of Wiggins. If an asphalt or concrete surface cut is granted, the cut shall be repaired with a flowable fill cement (refer to Compaction Requirements) and hot bituminous pavement and/or concrete placed at a thickness of existing plus one (+1).
8. **Compaction Requirements.**
- (a) All compaction of backfills and road surfaces shall be compacted in accordance with the Town Engineering and Construction Criteria guidelines.
 - (b) All backfills located within an existing asphalt or concrete surface or under the asphalt or concrete not currently in place but will be as part of a new road construction, must be compacted using flow-fill cement in the upper three feet (3') of backfill.

- (c) If any wet or non-compactable materials are produced from excavations, they shall be completely removed from the Right-of-Way and replaced with compactable materials. The Right-of-Way shall then be returned to the original grades and cross sections. Town of Wiggins shall have the authority to determine what materials shall be discarded and what materials shall be acceptable as replacement.
- (d) Potholes in gravel surfaces shall be filled completely with road base and compacted. Potholes in asphalt or concrete surfaces shall be filled with a cement/grout to existing thickness plus 1 (+1) or filled with a compactable base material and the final placement a HMA or concrete material of existing thickness plus one (+1).

9. **Reseeding.** Permittee shall reseed, with a seed mix approved by Town of Wiggins, all areas within the Right-of-Way in which vegetation was removed or disturbed during the installation of its Project.
10. **Points of Access.** Permittee shall install manholes and other points of access to underground lines within the boundaries of the right-of-way outside the normal wheel path of the roadway so that they do not obstruct maintenance operations within the rights-of-way. Permittee shall, at its sole expense, adjust access points, when requested to do so by Town of Wiggins.
11. **Survey Monuments.** Permittee or its Contractor shall preserve or replace all survey monuments or benchmarks at each work site. If such monuments or bench marks are destroyed, Permittee shall hire a Registered Land Surveyor to replace destroyed monuments or bench marks. If Permittee chooses to preserve such monuments or benchmarks, it shall also hire a Registered Land Surveyor to complete such preservation.
12. **Permittee's Obligations Regarding Surveys.**
- (a) All surveying performed within the boundaries of the Right-of-Way shall be conducted with proper safety equipment and advanced warning signs;
 - (b) Surveying permit holders can be issued an annual permit.
 - (c) Any excavation within the boundaries of the Right-of-Way will be backfilled with the same material or better than what was excavated.
13. **Permittee's Obligations Regarding the Completion of Project.**
- (a) Permittee shall place Surface Gravel, Permittee shall place surface gravel approved by the Town, on all surfaces where any damage has occurred to the road surface from equipment, trenching, or storage of material. Town of Wiggins shall determine the damaged areas, remedial work required, and timing of said work.
 - (b) Permittee shall complete road restoration including, but not limited to, clean-up (including utility markers), repair of damaged facilities, trench compaction, and replacement of gravel shall be kept within one (1) mile of new excavation.
 - (c) All disturbed portions of the Right-of-Way or damaged road surfaces are to be returned to their original condition prior to demobilizing. If the Right-of-Way is not returned to original conditions, Town of Wiggins may perform or contract such remedial work and Permittee shall pay for all work or forfeit its surety bond in order to pay for all work done.

GENERAL MATTERS

1. **Terms.**
 - A. All references herein to **"Right-of-Way"** refer to a strip of land that is granted to the Town through an easement of other mechanism for transportation purposes, such as a roadway or highway.
 - B. **All** references herein to **"Permittee"** are to any persons and/or entities applying for and being issued a Right-of-Way Use Permit granting permission to occupy and/or install their Project within Town of Wiggins 's rights-of-way.
 - C. All references here into **"Project"** refer to the Permittee's pipelines, conduits, sleeves and/or appurtenances for natural gas\oil\electric\water\sewer\irrigation\communications which are placed in Town of Wiggins 's rights-of-way pursuant to this Permit.
 - D. All references herein to **"Contractor"** are to any persons or business entities retained by Permittee to install the Project in Town of Wiggins right-of-way.
 - E. All references herein to **"Permit"** refer to the Right-of-Way Use Permit, its Provisions, and any attached Special Provisions.
2. **Permittee Interest in Right-of-Way.** Permittee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Right-of-Way including any fee, leasehold interest, easement or any other interest in real property included in the Right-of-Way.
3. **Town of Wiggins's Rights.** Permittee acknowledges and agrees that the Right-of-Way exists as a public right-of-way for the primary benefit of the travelling public, and that the rights granted herein to Permittee and to other public and private utilities and entities, are subject to Town of Wiggins's rights and obligations to preserve and maintain the Right-of-Way as such.
 - A. Subject to the right granted herein to Permittee, Town of Wiggins reserves the remaining use of the Right-of-Way for existing and future construction, operation, maintenance, repair, replacement relocation and abandonment of its own use and facilities.
 - B. Town of Wiggins reserves the right to revoke this Permit at any time if Permittee or its Contractor fails to comply with the requirements of this Permit. Should this Permit be terminated for non-compliance by Permittee or its Contractor, any lines or facilities installed prior to the termination shall remain the responsibility of the Permittee and may be removed or maintained by Permittee at the sole discretion of Town of Wiggins.
 - C. Town of Wiggins reserves the right to allow other public and private utilities and entities to utilize the Right-of-Way and may impose location requirements and restrictions on Permittee in anticipation of requests by future public and private utilities and entities to occupy the Right-of-Way.
 - D. Town of Wiggins reserves the right to reconstruct, widen and/or maintain the road(s) or right(s)-of-way affected by this Permit. In the event this work requires Permittee to incur expense in order to preserve, re-locate or maintain its Project, Permittee shall do so upon notification from Town of Wiggins at its sole cost.
4. **Indemnification.** Except for the negligence of Town of Wiggins, Permittee shall indemnify and save harmless Town of Wiggins, its, officers, employees, agents, successors and assigns from any damage or loss sustained by them or any of them, which arises by reason of Permittee's negligence with respect to the installation, upgrade and/or maintenance of the Project.

5. **Hold Harmless.** Permittee agrees to protect Town of Wiggins and save and hold Town of Wiggins harmless from any and all third-party claims and damages which the installation and/or maintenance of Permittee's Project and related facilities may directly or indirectly cause. Additionally, Permittee releases Town of Wiggins from any and all claims and damages to property owned by Permittee resulting from any act, either by or on the part of Town of Wiggins or by or on the part of any third party.
- A. No Assignment.** Permittee shall not assign any or all of its rights under this Permit without first obtaining written consent to such assignment from Town of Wiggins, which consent shall not be unreasonably withheld. However, in the event Permittee contracts with a third-party contractor to perform the work associated with the installation of the Project, Permittee remains solely responsible for Contractor's compliance with the terms and conditions of this Permit.
- B. Entire Permit Agreement.** The parties hereby agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party hereto, or its agents or employees. This Permit embodies all agreements between the parties hereto and there are no promises, terms, conditions, or obligations referring to the subject matter whereof other than as contained herein.
- C. Effect of Invalidity of Provision.** If any term or provision of this Permit, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Permit, or the application of such terms or provisions, to a person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Permit shall be deemed valid and enforceable to the extent permitted by law.
- D. No Waiver of Immunity.** No term or condition of this Permit shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.
- E. No Third-Party Beneficiary.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Permit, and all rights of action relating to such enforcement, shall be strictly reserved to Town of Wiggins and nothing in this Permit shall give or allow any claim or right of action whatsoever by any other person not included in this Permit. It is mutually understood and agreed that this Permit and all the terms and conditions hereof shall extend to and be binding upon the Permittee and its successors, and assigns.