



M E E K E R C O L O R A D O EST. 1885

345 Market Street
Meeker, CO 81641
970-878-5344
970-878-4513 Fax

Excavation Permit

Name of Contractor/Applicant: _____

Contractor/Applicant Address: _____
(Street Number) (Town/City) (Zip Code)

Contractor/ Applicant Mailing Address: _____

Telephone: _____ Cell Phone: _____

Email Address: _____ Fax: _____

Name of contact for this permit: _____

Contact information for this person (phone numbers) : _____

Location of Excavation: _____
(Street name, alley location, lot and block)

Description of Work: _____

Expected duration of work from: _____ to: _____

Dimensions of excavation on Town property length: _____ width: _____

Permit Conditions

Based upon the information above and the documents required in this Permit application, the Town of Meeker issues a permit to excavate on Town property or street described above. This permit is issued to the Contractor/Applicant named above, who is referred hereinafter as "Permittee". The Permit is issued subject to the following terms and conditions:

1. **Excavation:** The excavation in streets with permanent paving must be confined to a minimum width. The paving shall be saw cut with a vertical face six inches (6") beyond each trench wall and on a straight line. Excavation shall conform to OSHA standards for the work to be performed.
2. **Work Hours:** All work shall be performed in compliance with the Town of Meeker Construction Noise Abatement Ordinance, a copy of which is available upon request at the Meeker Town Hall. A portion of the ordinance provides as follows: "No person shall create, make, or continue or cause to be created, made or continued any construction work noise **before 7:00 a.m. MST or after 7:00 p.m. Monday**

through Friday and before 8:00 a.m. MST or after 6:00 p.m. MST, Saturday, Sunday or legal holiday, such as that the sound therefrom creates a noise disturbance across a residential real property boundary. Notwithstanding the provisions of this paragraph (A), during that portion of the calendar year when **day light saving time is observed, as provided in C.R.S. 2-4-109, construction work noise may be made, created, or continued to 8:00 p.m.; Monday through Friday, and to 7:00 p.m. on Saturday, Sunday or legal holidays.** Any noise emanating from such construction work in violation of the provisions of this chapter shall be determined to be an unreasonable noise, declared a nuisance, and shall be evidence of a violation of this section and is subject to the penalties set forth in this chapter.”

3. **Buried Utilities:** Any wires, cables, gas lines or any other buried items shall be at least 24 inches (24”) below the surface of the ground when covered. All such buried items shall be suitably identified so as to be easily located. The Town of Meeker shall not be held liable for any damages to any items buried within the Town right-of-way during the normal course of Permittee’s work.
4. **Backfill:** The Permittee shall backfill any excavation on Town property with three-quarter inch (3/4”) road base. Such backfill shall be carefully placed and compacted at a maximum of eight inch (8”) lifts.
5. **Compaction:** Compaction shall be accomplished by mechanical tamping.
6. **Pavement Replacement:** The paving shall be replaced in a thickness of not less than three inches (3”) or the thickness of the undisturbed paving, whichever is greater. The Public Works Department prior to installation shall approve any pavement material. All paved surfaces shall be restored within thirty (30) days following the completion of the backfilling. After placing the material, the pavement shall be compacted with a smooth roller even with existing paving. At the request of the Permittee, the Town may perform this work and the Permittee shall be responsible to pay all charges for time, equipment and material, as determined solely by the Town.
7. **Warranty:** All backfill shall be maintained in condition satisfactory to the Town and all place showing signs of settlement shall be filled and maintained for a period of one (1) year following the date of the Town’s final acceptance of all work performed. When the Permittee is notified by the Town that any backfilling is hazardous or is in an unacceptable condition, the Permittee shall correct such work immediately. The Permittee, immediately upon notification by the Town, shall repair any utilities or road surfacing damaged by such settlement, to the satisfaction of the Town.
8. **Other Improvements:** When pavement, curb, gutter, sidewalks or other improved surfaces have been removed or damaged during the course of work, such items shall be restored to a condition equal to the same elevation and alignment. The subgrade for all restored surfaced shall be thoroughly compacted by mechanical tampers or vibratory rollers and shall meet all requirements of the Town of Meeker Minimum Design Standards for New Construction, - ASTM D698 or ASHTO 199 or ninety-five percent (95%) compaction in a street. A copy of Minimum Design Standards for New Construction is available upon request at the Meeker Town Hall.
9. **Traffic Control:** All excavations shall be adequately barricaded to avoid any property damage or injury to any person. Adequate traffic control and signage shall be present to advise motorists and pedestrians of the work. Such traffic controls and signage shall meet the requirements of the Colorado Occupational Safety and Health (COSHA) regulations and Manual of Uniform Traffic Control Devices, U.S. Department of Transportation (latest edition), Part VI. The Town of Meeker shall loan no equipment or materials. All such traffic control and signage shall be at the sole expense of the Permittee.
10. **Inspections:** The Permittee shall notify the Town of Meeker prior to any backfilling of excavation. No backfilling shall take place until the Town’s inspector is on the work site. At the completion of the excavation, a final inspection shall be required by the Town to close the project.
11. **Liability/Indemnity:** The Permittee represents to the Town that its employees, agents and subcontractors who will perform the work for this permit have been fully covered by Worker’s compensation insurance when performing the work. **To the fullest extent permitted by law, the Permittee agrees to indemnify and hold harmless the Town, and its elected or appointed officials and its employees, agents or representatives, from and against all liability, claims and demands on account of any injury, loss or damage, which arise out of or are connected with the work hereunder, if such injury, loss or damage or any portion thereof is caused by, or claimed to be caused by, the act, omission or other fault of the Permittee, or any subcontractor of the Permittee or any officer, employee, or agent of the Permittee or any subcontractor, or any other person for whom Permittee is responsible. The Permittee shall investigate, handle, respond to and provide defense for and defend against any such liability, claims and demands, and to bear any or all**

other costs, fees and expenses related thereto, including, but not limited to any or all court cost and fees and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss or damage, which is caused by the act, omission or other fault of the Town.

12. **Notification:** The Permittee shall give prior notification to the Town Police Department and Department of Public Works Superintendent of the commencement of any permit work in order to inform them of such work.
And street closures, if any. It is the responsibility of the permittee to maintain communication with these Town Departments throughout the work to keep them apprised of the status of the work. The Permittee shall, also, be required to notify area residents or business, located in the vicinity of to work, a minimum of two (2) business days prior to the beginning of excavation, concerning the nature and the extent of the work, in order to avoid any undue inconvenience or impact on such persons or businesses resulting from the work.
13. **Access:** The Permittee shall maintain on the worksite at least one means of ingress and egress for any residents or businesses, which may be affected by the work, each day during the period of work.
14. **UNCC Notice:** The permittee shall be solely responsible to notify all utilities prior to excavation, by contacting 811 (UNCC). **NOTE: Colorado Law (Article 1.5 of the Title 9, C.R.S.) generally requires the permittee to notify the Statewide Notification Association at least two (2) business days prior to beginning excavation (not including the date notice is given). Failure to comply with this law may make permittee responsible for damage done to underground utilities and the cost of all repairs thereof. Permittee has the duty and responsibility to comply with all provisions of article 1.5 of title 9, C.R.S. when performing any work pursuant to this permit. The Town of Meeker assumes no liability for the location of any utilities.**
15. **Stop Work:** This permit may be suspended or revoked, or work authorized to be done pursuant to this permit temporarily halted, by the Town engineer, Town Public Works Superintendent, Chief of Police, or their designee, if it is determined by the Town that the Permittee has violated any of the terms and conditions of this permit, without prior notice to Permittee.
16. **Agent's:** Any person named or signing this permit is hereby designated by the Permittee an agent for service of process on behalf of the Permittee.
17. **Plan/Map of Excavation and Debris Removal:** Permittee shall provide the Town with a clear and accurate plan or a map, as required by the Public Works Superintendent, for the proposed excavation and construction. Permittee shall notify the Town if the work may include any road boring or similar activity, including the nature and extent of such work. The work shall be conducted and the encroachment maintained pursuant to the plans submitted to the Town. All debris shall be removed from the work site. Disturbed soil shall be replaced in a manner to allow for proper drainage and at a grade consistent with adjoining undisturbed soil.
18. **Governmental Immunity:** The Permittee understands and agrees the Town is relying on, and does not waive or intend to waive by any provision of this permit, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Government Immunity Act, C.R.S. Section 24-10-101, *et seq.*, as amended from time to time, as otherwise available to the Town, its elected appointed officials, it's agents, employees, and representatives.
19. **Section Titles:** Section titles in this permit are for convenience only and are not to be used to construe or interpret this permit.

Permittee acknowledges and affirms that Permittee has read, understands, and agrees to comply with and be bound by the conditions of this permit. Furthermore, Permittee understands that failure to comply with the conditions of this permit may cause the revocation of this permit and may be the basis for the Town to not consider the issuance of any other permit to Permittee, in the future.

Permittee

Date

Fee Schedule: The inspection fee schedule for this permit is as follows: \$50.00 minimum or \$.25 per square foot of excavation surface, whichever is greater. The asphalt Replacement Fee, if the Town of Meeker places the asphalt, is \$6.00 per square foot for every 2 inches (2") of asphalt thickness. This inspection fee may be waived for governmental entities or non-profit organizations, organized or established pursuant to the laws of the State of Colorado, all as determined by Town of Meeker.

_____ x _____ = _____ sq. ft.

Inspection Fee @ (\$50.00 Minimum or
\$.25 per sq. ft. of excavation surface,
whichever is greater) \$ _____

_____ x _____ = _____ sq. ft.

Asphalt Replacement Fee @ (\$6.00 per sq. ft.
for every 2 inches of asphalt thickness,
if replaced by the Town) \$ _____

Permit Approved: _____
Town Public Works Superintendent Date