

## **INFRASTRUCTURE RIGHT OF WAY PERMIT CONDITIONS**

Applicant hereby agrees to comply with all provisions of the City of Thornton's Building Code, Standards and Specifications for the Design and Construction of the Public and Private Improvements (Standards and Specifications (latest edition), approved construction drawings for design and construction, or any other ordinance, code, law, rule or regulation, and that this permit shall be invalid, if, during the performance of the work, a violation of any of the above ensued. Should violations occur and corrective directives are not followed, this permit shall be deemed to be cancelled and the improvements shall be made to conform to these provisions or they shall be removed and replaced at the permittee's expense. Any permit issued by the City of Thornton, authorized by the development engineering department, may be revoked by said department for cause without notice.

### **SPECIAL CONDITIONS**

- i. All excavations of paved streets, alley surfaces and sidewalks shall be backfilled with flow/flash fill and the material shall be vibrated into place.
- ii. Any concrete and/or sidewalk that is cut and/or potholed the entire panel shall be replaced.
- iii. Ten feet minimum horizontal clearance and 18-inch minimum vertical clearance shall be provided between facilities and water and sewer mains. If the minimum horizontal and vertical clearances are not adhered to then the permittee assumes all risk of damage and loss arising out of failure to comply with required clearances.
- iv. Potholing is required to verify locates on all City of Thornton utilities. The contractor cannot proceed until all Thornton utilities are found.
- v. Permittee shall pre-mark proposed work prior to the utility locate request and the pre-construction meeting with Thornton. Pre-marking shall accurately (to within 10 feet either direction of the disturbance centerline) depict extents of proposed work including, but not limited to, utility locations, boring alignment (running line), bore pits, soil sampling locations, excavation, and any other subsurface disturbance.

**Construction of Improvements:** The permittee shall, at its own expense, design, furnish, construct, and install all improvements in accordance with the approved construction plans and Standards and Specifications. The permittee hereby agrees that once the construction of improvements is commenced, time is of the essence for the completion of such Improvements. Failure to construct the improvements, once construction has begun, unless otherwise extended in writing by the City, shall constitute a material breach of the obligation pursuant to this permit and at which time the City may, among other remedies, call up on the performance guarantee. All improvements constructed by the permittee, in public rights - of-way or easements shall become the property of the City and the permittee shall warrant said improvements for two years from the date of Initial Acceptance.

**Inspections:** The Development Engineering Manager, or designee and assigns, shall conduct such inspections as are reasonably necessary for the enforcement of these general conditions and the Standards and Specifications. The conducting of such inspections shall not waive the permittee of the responsibility to conform to the general and special conditions as herein set forth or to comply with any additional other rules and regulations as may reasonably apply.

**Accident prevention:** Precaution shall be exercised by the applicant at all times for protection of all persons, work or property. Hazardous conditions shall be guarded against or eliminated. In an emergency affecting the safety of life or property, the permittee shall be allowed to act in a diligent manner without special instruction from the City. The applicant, at all times, shall protect the lives and health of his employees, and take all necessary precaution for the safety of all persons on or in the vicinity of the work site. The permittee shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes. Part 1910 of the Federal Register concerning confined space entry and permitting shall be strictly adhered to by the permittee.

**Protection of public facilities:** The permittee shall perform all work in such manner as to not interfere with access to fire hydrants, water main valves, underground equipment and facilities. The permittee shall not remove, even temporarily, any trees or shrubs within any public place unless specifically authorized to do so by the City. No street, alley, sidewalk, or other public facility shall be disturbed, destroyed, or removed beyond the limits specified on the applications for a permit.

**Traffic control:** The permittee shall control traffic in and around the construction area in full compliance with the requirements of the Manual on Uniform Traffic Control Devices, the model traffic code as adopted by the City of Thornton, and the written and verbal directions issued by the traffic engineer, or designee. The permittee shall not limit access to private property and shall not hinder vehicular or pedestrian traffic in and around the construction area unless expressly authorized to do so by means of application for and issuance of a traffic control permit, which shall be issued separately from this permit.

**Protection of existing utilities:** The permittee shall not interfere with any existing utilities without the written consent of the owner of such facilities. The permittee shall support or otherwise protect all pipes, conduits, poles, wires, or other apparatus, which may in any way be affected by construction activity. Should any such facility be damaged, the permittee shall immediately notify the owner of such utility. All damaged facilities shall be repaired and/or relocation shall be charged to the permittee. The permittee shall investigate the existence and location of any and all underground facilities prior to commencing any construction activity and shall protect such facilities against interference and damage. Thornton does not locate residential water service lines beyond the water meters and commercial water service lines beyond Thornton's main water line. Thornton does not locate any residential or commercial sewer lines beyond the main sewer lines.

**Pavement, curb, gutter and sidewalk removal:** All excavations of paved street and alley surfaces and/curb, curb/gutter, and sidewalk shall be in compliance with the Standards and Specifications. Flash fill/ flow fill are the only acceptable backfill in pavement areas.

**Pavement repair:** As soon as the excavation has been backfilled, the pavement surface shall at least receive a temporary repair on arterial and collector streets. The temporary repair shall consist of at least three (3) inches of cold patch asphalt. On local streets, the temporary repair shall consist of carrying the backfill materials up to the surface of the adjoining pavement. Traffic shall not be allowed to pass over the construction area until the temporary repair has been made. In the event of unacceptable maintenance, the permittee shall be so notified and shall make the required improvements within 24 hours of notice before being liable for the cost of the City making such improvements. In emergency situations, the City will make the improvements immediately and will bill the permittee accordingly. Upon completion of backfilling and temporary repairs, if any, the permittee shall complete the permanent repairs. The permanent repairs shall be completed as soon as weather permits and shall be in compliance with the Standards and Specifications. Pavement depth shall be six (6) inches or one (1) inch thicker than existing, whichever is greater.

**Clean up:** All debris, rubbish, and surplus materials resulting from work under the terms of this permit shall be removed and disposed of off-site as soon as possible; but in any event, no later than at the completion of construction. The construction site shall not be used as a storage area for debris, rubbish, or surplus materials. All property affected by the construction under the terms of this permit shall be restored to a condition equal to, or exceeding that existing prior to construction.

**Exclusion:** This permit is a license for permissive use only and does not operate to create or to vest any property rights to the permittee. This permit does not in any way supersede any present codes or ordinances of the City of Thornton.

**NPDES:** Permittee agrees that the improvements constructed shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES permits issued to the Permittee, applicable to the permit. The Permittee further agrees that in the event there is any violation of such standards or NPDES permit issued, if the City, as a result of the permittee's actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default of this permit. Failure of the Developer to cure the default by reimbursement to the City, upon notice, shall allow the City, among other remedies, to call upon any type of performance guaranty or type of surety at the City's discretion.

**Payment for Improvements:** The permittee shall at all times promptly make payments of all amounts due to persons supplying labor, materials or services in connection with the Improvements identified in this Agreement, and to any persons who may otherwise be entitled to assert a lien upon the Property by Virtue of C.R.S. 38-22 -102 et seq. In the event that any person asserts a lien upon the Property by virtue of C. R.S. 38 -22 -101 et seq., the Developer will indemnify and defend the City with respect to the claimed lien, and shall further immediately take any and all steps as are necessary to remove the lien from the Property regardless of the merits of the claim of the lie n claimant.

**Performance Guarantee:** If, at any time prior to the City's acceptance of the improvements, the performance guarantee expires or the entity issuing the performance guarantee becomes non-qualifying, or the estimated cost of Improvements is reasonably determined by the City to be greater than the amount of the security provided, then the City shall furnish the permittee

with written notice of such condition, and within 15 calendar days of receipt of such notice the Developer shall provide the City with a substituted Performance Guarantee, or augment the deficient security to achieve 100% of the estimated cost of Improvements other than landscaping improvements, which shall be 150% of the estimated costs. If such performance guarantee is not timely furnished, a stop work order may be issued as defined in the Standards and Specifications, and the City may draw on the existing performance guarantee.

**Licensing of Contractors and /or Subcontractors:** The permittee shall ensure that all contractors and/or subcontractors employed by the permittee shall be licensed by the City before any work is commenced.

**Insurance:** Permittee agrees to procure and maintain enforce, and at its own cost, the insurance coverages required by Section 2-278 of the City Code. The permittee shall, at a minimum, procure and maintain the insurance coverages listed the rein. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the permittee pursuant to retroactive dates and extended reporting periods, and shall be procured to maintain such continuous coverage.

**Non-Liability:** The permittee acknowledges that the City's review and approval of plans for the development of the Property is done in furtherance of the general public health, safety and welfare, and that no specific relationship with, or duty of care to the permittee or third parties associated with the permittee is assumed by such review and approval, or immunity waived, as is more specifically set forth in Government Immunity Act C.R.S. 24 -10-106 .5.

**Indemnification:** The permittee agrees to indemnify and hold harmless the City, its officers and its employees, from and against all liability, claims, demands, and expenses, including fines imposed by any applicable state or federal regulatory agency, court costs and attorney fees, on account of any injury, loss, or damage, which a rise out of or a rein any manner connected with any of the work to be performed by the permittee, any Subcontractor of the permittee, or any officer, employee , agent, successor or assign of the permittee under this Permit. If such injury, loss, or damage is caused in whole or in part by, the negligent act or omission, error, professional error, mistake, accident, or other fault of the permittee, any Subcontractor of the permittee, or any officer, employee, agent, successor or assign of the permittee. The obligations of this permit shall not apply to damages if the City shall become liable by final judgment to pay a third Party as the result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the City.