

CONSTRUCTION & TRAFFIC CONTROL PERMIT PROCESS

1. Applicant is required to be a licensed contractor in the City of Thornton.
2. Applicant is to fill out forms completely (traffic control permit requires submitted plan).
3. Permits are processed (approved or denied) within two business days unless street closure is required (five days).
4. Performance Surety is required prior to the issuance of any construction permit in the City. (Cash escrow or Letter of Credit only for work within existing City R.O.W.)
5. Plan submittal is required if construction plans are not previously approved.
6. Other items required for permit issuance:
 - A. Prairie dog relocation letter required if grading is part of permit.
 - B. Colorado Department of Public Health and Environmental Stormwater Discharge Permit required if grading exceeds one acre.
 - C. Federal 404 Permit (wetlands mitigation) required if wetlands are being disturbed by construction activity.
 - D. Floodplain Development Permit if any work is proposed in, over, or under a jurisdictional floodplain as defined by City Code, including any grading, directional boring, excavation, spanning with a structure, piers, or temporary works.
 - E. Engineer to provide an AutoCAD file for the project showing two layers, Impervious Area and Non-IA. This shall be shown with the known State Plane coordinate system NAD 1983 State Plane Colorado Central feet.
 - F. The application for a grading permit shall include a geotechnical report, prepared by a professional engineer. (refer to Chapter 22 of The Development Code for additional requirements)
 - G. Provide a certificate of liability insurance.
 - H. Title Policy (this is only required with a plat of the property where right-of-way or easements are dedicated to the City)
 - I. Traffic Control Permits that require an extension beyond the expiration date of the permit are assessed a fee of \$500.00 per day.
7. Construction Equipment declarations must be submitted to the City Sales Tax Division within 90 days of issuance of a construction permit. (See attached instruction sheet and form)

City of Thornton construction permit use taxes are to be paid on the “**Estimated Percentage Basis**”, as prescribed by § 26-391(e)(1) of the Thornton Municipal Code. A construction permit use tax deposit based on a percentage of the **total valuation of the construction contract** is required. The deposit is due at the time a construction permit is issued, and is to be paid by the contractor, owner or agent. Separate additional permit(s), issued by the City Development Department, are required for all construction projects requiring site work such as utilities, paving and landscaping. All site permits require their own valuations apart from the building permit, and use tax is also pre-paid on these permits. **The estimated taxable materials percentage for both site and building permits is fifty percent (50%) of the total valuation of the construction contract.** The following is an example of the permit use tax calculation:

Total Estimated Valuation of Construction Contract:	\$ 100,000.00
Estimated Taxable Percentage:	50%
Estimated Taxable Amount of Materials:	50,000.00
City of Thornton Use Tax Rate:	3.75%
Construction permit Use Tax Due:	\$ 1,875.00

Construction use tax is prepaid on the permit in lieu of City sales tax paid to vendors when materials are purchased. **To avoid double payment of the tax, both the G/C and any subcontractors must present a copy of the permit to all vendors when purchasing construction materials.** The estimated permit use tax applies only to construction materials (property that becomes an *inseparable* part of a completed structure). Construction materials do not include items such as furniture, removable fixtures, window coverings, equipment, tools or similar items.

Because use tax paid on the permit is based on an estimate, there is typically a difference between the actual materials cost and the amount originally estimated. In order to reconcile these differences the G/C may (within 90 days of the date of the final Certificate of Occupancy (C/O) or Initial Acceptance) submit a complete “Project Cost Reconciliation Report” providing an accounting of actual material costs, including materials used by sub-contractors. If circumstances prevent the G/C from obtaining material cost information from subcontractors, the City will work with the G/C to determine estimates of such costs. If total project material costs are greater than the permit estimate, resulting in an underpayment of use tax, the G/C will be allowed to pay such tax within the 90-day period without penalty or interest charges. If the actual material costs are lower than the permit estimate, the G/C may apply for a refund. The deadline for refund requests is 18 months from the date of the final C/O or Initial Acceptance. **All related construction records are subject to audit by the City following project completion. Such audits are designed to determine the actual material costs of the project and may be conducted any time within the 36-month statute of limitations following the date of the final Certificate of Occupancy or Initial Acceptance.** If such an audit reveals a tax deficiency, and the G/C has not filed a “Project Cost Reconciliation Report” within the 90-day window, the tax along with a 10% penalty and applicable interest will be assessed to the G/C.

City personnel are available to answer your questions by phone or in person at the Civic Center. Personal assistance is available 8:00 a.m. - 5:00 p.m. Monday through Friday. It is recommended that you call in advance to ensure a tax representative will be available for assistance. The phone number for the City Sales Tax Division is 303-538-7400.



APPLICANT INFORMATION

Applicant: Daytime Phone:

Address: 24HR Phone:

Mobile Phone:

Job Location:

Job Address:

Job Name:

Job Description:

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.

Applicant's Signature

Date

Applicant's Printed Name

CITY REVIEW

DATE OF APPLICATION RECEIPT: _____

ENGINEERING AND INSPECTION DIVISION: _____

TRAFFIC PERMIT REQUIRED/OBTAINED: _____

SPECIAL CONDITIONS

PERMIT ISSUANCE

PERMIT DATE: _____ EXPIRATION DATE: _____

BY: _____ Date _____
 Supervising Construction Inspector

FEE SCHEDULE

<u>Contract Item</u>	<u>Contract Cost</u>
Grading	<input type="text"/>
Erosion Control	<input type="text"/>
Water	<input type="text"/>
Sanitary Sewer	<input type="text"/>
Storm Drainage System	<input type="text"/>
Sanitary Sewer Service	<input type="text"/>
Asphalt	<input type="text"/>
Concrete	<input type="text"/>
Landscaping Irrigation	<input type="text"/>
Signage Striping	<input type="text"/>
Miscellaneous (See Special Conditions)	<input type="text"/>
Total Contract Cost:	

FEE CALCULATIONS

Inspection Fee (1% of total contract cost)

Sanitary Sewer Infrastructure TV Inspection Fee (3% of Sanitary Sewer cost)

Plan Review Fee (.5% of total contract cost)

Minimum Permit Fee (to bring up to minimum of \$30.00 per c o d e)

Materials Sales and Use Tax (3.75% of 50% of total contract cost)

Total Construction Permit Fee:

Note: Contractor must call for inspection with no less than 24 hours advance notice prior to the placement of concrete, backfill, paving, etc.

ESCROW CALCULATIONS

Escrow Type Amount



General Conditions

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 and all 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 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. 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.

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. Potholing is required to verify locations on all City of Thornton utilities. The contractor cannot proceed until all Thornton utilities are found. Permittee shall pre-mark proposed work prior to the utility locate request. 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.

Pavement, curb, gutter and sidewalk removal – All excavations of paved streets, alley surfaces and curb, curb/gutter, and sidewalk shall be in compliance with the Standards and Specifications. Flash fill or flow fill are the only acceptable backfill in pavement areas. Any concrete and/or sidewalk that is cut and/or potholed the entire panel shall be replaced.

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 (f) inch thicker than existing, whichever is greater

Cleanup – 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 –f 02 et seq. In the event that any person asserts a lien upon the Property by virtue of C.R.S. 38 –22 –f 02 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 lien 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 5 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 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 in force, 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 herein. 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 –f0 –f06.5.

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 arise out of or are in 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.



City OF THORNTON

Inspector:

NO.

CITY OF THORNTON

9500 CIVIC CENTER DRIVE THORNTON, COLORADO 80229 (303)538-7385

TRAFFIC CONTROL PERMIT

TYPE OF PERMIT REQUESTED:

- OVER SIZE VEHICLE, RIGHT-OF-WAY CLOSURE, PARKING RESTRICTION CHANGE, SPECIAL RIGHT-OF-WAY USAGE, SPEED LIMIT REDUCTION (CONSTRUCTION ZONE ONLY), OTHER

STATEMENT OF PERMIT REQUESTED:

PERMIT DESCRIPTION:

[Empty box for permit description]

SPECIAL CONDITIONS:

[Empty box for special conditions]

DATE(S) REQUESTED: FROM: [] TO: [] TIME LIMITATIONS: FROM: _____ TO: _____

Traffic Control Permits that require an extension beyond the expiration date of the permit are assessed a fee of \$500.00 per day.

CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT I/WE AGREE TO ASSUME ANY AND ALL RESPONSIBILITY AND TO ABIDE BY ALL RULES, REGULATIONS AND CONDITIONS AS SET FORTH IN THE CITY OF THORNTON RULES, REGULATIONS, CONDITIONS AND STIPULATIONS (REFER TO BACK PAGE) OF THIS PERMIT, AND CODES FOR TRAFFIC CONTROL. THE UNDERSIGNED SHALL FOLLOW THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATESTED EDITION, AS IT RELATES TO THIS PERMIT AND SPECIAL CONDITIONS. IF ANY REQUIREMENTS OR CONDITIONS OF THIS PERMIT ARE NOT IN COMPLIANCE, THE PERMIT SHALL BE REVOKED BY ORDER OF THE TRAFFIC ENGINEER. I/WE AGREE TO VACATE THE RIGHT-OF-WAY AS DIRECTED BY THE TRAFFIC ENGINEER.

[Signature line]

REQUESTING PERSON OR AGENT (SIGNATURE)

[Address line]

REQUESTING PERSON OR AGENT'S ADDRESS

[Title line]

REQUESTING PERSON OR AGENCY TITLE

[Telephone line]

REQUESTING PERON OR AGENT'S TELEPHONE NO.

FEE(S) PAID \$

DATE

PERMIT STATUS: [] APPROVED

[] DENIED

DEVELOPMENT ENGINEERING

DATE

PERMIT STIPULATIONS

1. Contact resident(s) to be affected.
2. Provide Type "A" frame barricade(s) as specified with flashing light(s).
3. Must allow emergency vehicles(s) in area.
4. Provide "ROAD CLOSED" sign(s).
5. Provide "ROAD CLOSED TO THROUGH TRAFFIC" sign(s).
6. Provide "CONSTRUCTION AHEAD" and "MEN WORKING" sign(s) for each direction of travel affected.
7. Provide "MERGE LEFT" OR "MERGE RIGHT" sign(s).
8. Provide "LEFT LANE CLOSED AHEAD" or "RIGHT LANE CLOSED AHEAD" sign(s).
9. Provide channelization devices(s).
10. Provide "NO LEFT TURN" or "NO RIGHT TURN" sign(s).
11. Provide "KEEP LEFT" or "KEEP RIGHT" sign(s).
12. Provide flag person for each direction of travel affected.
13. Provide Type "I" barricade(s) with flashing lights as specified.
14. Provide Type "II" barricade(s) with flashing lights as specified.
15. Provide Type "III" barricade(s) with flashing lights as specified.
16. Provide guide barrels/drums with flashing lights as specified. Barrels/drums will be used on all night time operations.
17. Provide detour as specified.
18. Raise all power lines and raise traffic control devices as needed and replace as required.
19. Provide "WIDE LOAD" sign(s).
20. Provide "OVERSIZE LOAD" sign(s).
21. Notify Police Department in advance of each move at 720-977-5150.
22. Notify Traffic Engineering in advance of each move at 303-538-7341.
23. Cover "NO PARKING" sign(s) after time allocated.
24. Uncover "NO PARKING" sign(s) after time allocated.
25. Residents must comply with posted restriction on parking.
26. Vehicles cannot be left unattended for a period of time longer than five (5) minutes.
27. All participants must obey all traffic control devices.
28. All workers in right-of-way shall wear safety vests.
29. All signs and barricades shall conform to MUTCD standards, latest edition.
30. All signs and barricades will be free of graffiti and meet standards for visual appearance.
31. All work is for Monday through Friday, 8:30 a.m. until 3:30 p.m., unless noted otherwise in the Special Conditions.
32. Any deviation to the Special Conditions shall have prior approval of Traffic Engineer.
33. All appropriate traffic control signs will be turned away from the view of motorists when work is not occurring.
34. Copy of permit must be retained on job site at all times and presented upon request by any City personnel. Copy of permit shall reveal front and back of original traffic control permit.

Code Basis for Cash Escrow for Construction in City Owned Right-of-Way

Sec. 2-272. Construction permits.

f. (3) *Performance bond/letter of credit.*

a. *Performance guaranty.*

1. No construction permit shall be issued for excavation, construction activity, or work within the City ROW until the applicant therefore shall first deposit, unless otherwise agreed upon between the City and the permittee by agreement or contract, with the City a cash escrow or letter of credit acceptable to the City in an amount determined by the City Engineer utilizing the cost data manual as published by the State Department of Transportation, latest revision or other generally accepted engineering methodology to establish estimated costs, to be sufficient to cover the entire value of the project as specified under the conditions of the ROW construction permit.
2. No construction permit shall be issued for construction activity, excavation or work activity within the City in connection with a commercial or residential development project unless the applicant shall first deposit, unless otherwise agreed upon between the City and the permittee by agreement or contract, with the City a cash escrow or other form of performance guaranty acceptable to the City in an amount determined by the Development Engineering Manager utilizing the cost data manual as published by the State Department of Transportation, latest revision, or other generally accepted engineering methodology to establish estimated costs to be sufficient to cover the entire expense of replacing any materials removed or damaged during construction as specified under the conditions of the site construction permit.
3. The performance guaranty provided for in either Subsection 1. Or 2. of this section shall be conditioned upon the permittee's faithful performance of the duties prescribed in this section, all provisions of City ordinances, rules and regulations, and upon payment of all judgments and costs rendered against the applicant for any material violation of City ordinances or state statutes that may be recovered against the applicant by any person for damages arising out of any negligent or wrongful acts of the applicant in the performance of activity authorized by the construction permit. If the performance guaranty is in the form of a performance bond, the City may bring an action on the performance bond or letter of credit on its own behalf or on behalf of any person so aggrieved as beneficiary. The performance bond or letter of credit must be approved by the City as to form and as to the responsibility of the surety thereon prior to the issuance of the construction permit.
4. If the security deposited with the permit application is at any time deemed to be insufficient, the permittee shall, within ten days after receiving notice of such deficiency from the City, deposit with the City such additional security as the City Engineer or Development Engineering Manager considers necessary to correct the deficiency. Failure to deposit such funds within the prescribed time allotted shall result in the revocation of any applicable permits until at such time as all security deposit conditions have been satisfied.
5. The City shall refund to the permittee 85 percent of any applicable deposits or guarantees within 60 days of the initial acceptance of any construction activity, with the exception of any such activity relating to a specific street cut into an existing street, in which case 100 percent of any applicable deposit or guaranty shall be retained until the final acceptance, as defined in this chapter.
6. Any remaining deposit or type of performance guaranty which has not been refunded by the City, as specified in Subsection 3. of this section, shall be held in escrow until at such time as the conditions of any warranty periods have been satisfied. The City Engineer or Development Engineering Manager shall then cause the remainder of any such deposit or other form of guaranty to be released. In the event the permittee fails to perform any replacement/repair work within 60 days following written notification of work deficiencies, the City Engineer or Development Review Manager shall utilize the proceeds of the deposit or other guaranty to cause the replacement/repair work to be completed.
7. Any deposit, escrow, or other means of performance guaranty which has been retained by the City until the satisfactory completion of the final acceptance or warranty period which has been deemed refundable to the permittee, shall be returned within 60 days following the end of the one-year warranty period. In the event that such funds remain unclaimed, provisions pursuant to Article II of Chapter 26 shall apply, unless as otherwise stated in this chapter.



Civic Center
9500 Civic Center Drive
Thornton, Colorado 80229

Financial Services Division
303-538-7400
FAX 303-538-7556
www.ThorntonCO.gov

Construction Equipment Declarations

Section 26-389(a)(5) of the Thornton Municipal Code requires all contractors that store or use construction equipment in the City to complete a construction equipment declaration form for all equipment with a purchase price of at least \$2500. A declaration is also required for all leased or rented construction equipment regardless of its value.

This declaration should be completed within 90 days of bringing the equipment into the City. If additional equipment is used on the project or if the equipment is used for longer than originally anticipated, an additional declaration must be submitted at the completion of the project. For projects where the equipment is used for less than 90 days, the declaration must be filed within 10 days of substantial completion of the project.

All construction equipment is subject to use tax. The amount of use tax due depends on how long the equipment is located in the City and how much municipal sales/use tax was previously paid on the equipment. Do not confuse sales and use tax with SMM taxes paid upon registration of equipment.

Please complete the enclosed equipment declaration form for all equipment to be used on your project. If another City's sales or use tax was paid on the equipment declared, please enclose documentation (such as invoices or assessment letters) showing payment of such tax. Upon receipt of the declaration the City will calculate the amount of any tax due and will send an assessment. *If the equipment is voluntarily declared, you will only be responsible for the tax due. If the City discovers use of equipment through an audit of the project, you will be assessed for tax, penalty and interest.*

Subcontractors bringing equipment into the City are also required to complete declaration forms, so please provide all of your subcontractors with copies of this form. Additional forms can be obtained from the City Sales Tax Division.

If you have any questions, please call the City Sales Tax Division at 303-538-7400.



Civic Center
9500 Civic Center Drive
Thornton, Colorado 80229-4326

Financial Services Division
303-538-7400
FAX 303-538-7556
www.ThorntonCO.gov

CONSTRUCTION EQUIPMENT DECLARATION FOR PRORATION OF MUNICIPAL USE TAX
In accordance with Section 26-389. (a)(5) of the Thornton Municipal Code

ATTN: Doug Buchanan, FINANCIAL SERVICES DIVISION
PHONE: 303-538-7594 FAX: 303-538-7556

PROJECT NAME:
PROJECT ADDRESS:

CONTRACTOR:

	Type & Description of Equipment COSTING \$2,500 OR MORE ONLY	Leased or Rented (X)	Serial Number	Date of Purchase	Purchase Price	Municipal Tax Paid- (Attach Invoice)
1						
2						
3						
4						
5						

ADDITIONAL SPACE AVAILABLE ON BACK OF FORM OR ATTACH ADDITIONAL SHEETS AS NEEDED.

I DECLARE UNDER THE PENALTIES OF PERJURY THAT THE ITEMS OF CONSTRUCTION EQUIPMENT LISTED ABOVE (WILL BE/WERE) BROUGHT INTO THE CITY OF THORNTON FOR USE ON THE ABOVE REFERENCE PROJECT:

FOR A DURATION OF _____ DAYS

FROM _____ TO _____ (Give Dates)

SIGNATURE

DATE

PRINT NAME

TITLE

PHONE

(FOR FINANCE DEPARTMENT USE ONLY)

Date Form Received _____ Tax Due \$ _____ Date Paid _____