

RIGHT-OF-WAY USE PERMIT APPLICATION		
TODAY'S DATE:	WORK START DATE:	COMPLETION DATE:
PROJECT ADDRESS:		
If location is not at a particular address provide parcel or other locational information. Attach additional sheet if necessary:		
OWNER INFORMATION		
Is the property owner conducting the work? (Yes/No)		
NAME:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	
NOTE: For Right-of-Way ONLY (parallel project along parcel frontages) leave owner information blank and attach plans showing entire project.		Vicinity Map/Plans attached? (Yes/NA)
AUTHORIZED AGENT/PERMITEE		
NAME of INDIVIDUAL OR COMPANY CONDUCTING WORK:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	
CERTIFICATE OF INSURANCE PROVIDED (Yes/No)?		
SUBCONTRACTORS (Attach Additional Sheet as Necessary):		
I hereby affirm that the project described herein accurately reflects the work that will be conducted in the public right-of-way. I acknowledge I have read the specific and general conditions of approval and agree to abide by all provisions and conditions of this Permit.	Signature of Authorized Agent or Permittee:	
	Date:	
PROJECT DESCRIPTION		
Description of proposed work in right-of-way Attach additional sheet if necessary:		
NOTE: A detailed site plan MUST be attached to this application. A Traffic Control Plan WILL be required if project impacts traffic flow. Reference General Conditions for any other required supplementary information.		
Description of Equipment to be used:		
Will work impact traffic movement? (Yes/No) A Traffic Control Plan will be required. See General Conditions for more information. Note that hauling of material may require a Traffic Control Plan		
TOTAL FEE (use PERMIT FEE ESTIMATOR to determine)	Permittee Estimated Fee	
	\$	
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PERMIT FEE ESTIMATOR				
All Applications must include Application Review/Permit Fee		Estimated Quantity	Units	Fee Total
Application Review/Permit processing fee:	\$200		LS	
Traffic Control Plan Review	\$200		LS	
Additional Plan/Permit Reviews (each resubmittal)	\$200		EA	
Additional Fees are required based on work activity requiring inspection or charges incurred for violations as noted below:				
Utility Trench (no pavement/curb disturbance)	\$200		LS	
Utility Trench (with curb cut/pavement cut) (cost per square foot of disturbed area)	\$5		SF	
New Pavement Cut Fee (Additional Cost/SF for Pavement Cut in Pavement < 4 years)	\$5		SF	
Bore Operation (cost per linear foot)	\$0.75		LF	
Emergency Utility Work (permit secured after-the-fact but within 2 full business days)	\$500		LS	
Haul Route review	\$100		LS	
Special Commercial Event resulting in parking in or use of right-of-way (Estate Sales, Parades, Open Houses, Athletic Tournaments etc.) Additional Fee.	\$100		LS	
Penalties and Fees				
Working without Locates	\$300		EA	
Working without a Permit (In addition to Applicable Permit Fees)	\$750		EA	
Not Ready for Inspection/Re-Inspection Fee/Inspection Outside of Normal Business Hours	\$100		EA	
District-Owned Street Maintenance and Repair (Street Sweeping, Erosion Control Maintenance, Curb Damage Repair, etc.) (T&M Repair Cost + 10%)	TBD		EA	
District Owned Utility Strike without Locates (T&M Repair Cost +10%)	TBD		EA	
ROW Permit Violation 1 st Offense	\$600		LS	
ROW Permit Violation 2 nd Offense	\$1,200		LS	
ROW Permit Violations beyond 2 nd Offense	\$2,000		EA	
<p>NOTE: Projects disturbing large areas in the right-of-way (Exceeding \$5,000 in construction restoration costs) may be required to post a Guarantee for the permit. Guarantee amount will be established by the District as it relates to estimated costs as identified in the General Conditions.</p> <p>ESTIMATED ROW GUARANTEE AMOUNT:</p>				
REVIEW AND APPROVAL				
<p>1. Permits will typically be reviewed and ready for payment within 5 business days. Once your permit is approved you will be notified how to print and pay for your permit.</p>				
<p>2. After permit is approved and payment is received an inspection can be scheduled</p>				
<p>3. Permits are valid for 45 days. If during that period no work has started, no permit extension will be allowed. Extensions will be rejected and you are instructed to reapply when work is actually needed/planned.</p>				

GENERAL CONDITIONS**General**

1. Any and all work being completed within Castle Pines Metropolitan District (District) Right-of-Way or across a District owned easement requires an approved Right-of-Way Permit before the start of any work. The requirements of this permit shall apply to any person, corporation, municipality, quasi-governmental agency and special districts, including, water, sewer, electric, gas, cable television, or telecommunication utility impacting District Right-of-Way whether for access or to engage in maintenance, temporary access, and/or construction related activities. Any work performed inside District Right-of-Way must have a valid Right-of-Way Permit.
2. The permittee hereby agrees to indemnify and hold harmless the Castle Pines Metropolitan District, the Castle Pines Homes Association, their departments and divisions, and their employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the undersigned's work in or use of the public right-of-way as allowed in this Permit, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned, his/her agents, whether by acts or omissions of the Castle Pines Metropolitan District, the Castle Pines Homes Association, or their agents or employees, or whether by the acts or omissions of third persons. The undersigned further releases and discharges the Castle Pines Metropolitan District, the Castle Pines Homes Association, their departments and divisions, their agents and employees, and any and all persons legally responsible for the acts or omissions of the Castle Pines Metropolitan District or the Castle Pines Homes Association from any and all claims which the undersigned has or may have against the Castle Pines Metropolitan District, the Castle Pines Homes Association, or their agents or employees, arising out of or in any way connected with the undersigned's activities as set forth in the Permit.
3. Failure to meet any of the requirements of this Permit may result in the Castle Pines Metropolitan District entering into contractual agreements with other parties to assure this compliance. All resulting expenses will be billed to the Permittee at cost plus 10 percent (10%). Compliance items may include but not be limited to, construction of the improvement, damaged pavement or curb repairs, installation or maintenance of an erosion control BMP, site or street cleanup, site restoration, etc.
4. Please do not apply for a permit if work will not commence within 30 days.
5. It is the responsibility of the permittee for knowing and observing the requirements of this permit. Failure of the permittee to comply with any of the terms and conditions of the permit shall be sufficient cause for the cancellation of the permit and may be cause for the refusal of future permits. The permit, the privileges, granted by the permit, and the obligations of the permittee shall be binding upon the successors and subcontractors of the permittee.
6. Permit Duration: Permits shall be valid for forty-five (45) Days from the date of issuance unless revoked by the District for failure to abide by the terms and conditions of the permit.
7. Permit Renewal: Permits may be renewed for one additional thirty (30) day period, providing the renewal is obtained in writing prior to the original permit's expiration date. Additional administrative extensions may be granted at the District's discretion to complete the work. If the permit expires, a new permit application and subsequent fees may be required to be submitted and approved prior to completing any remaining work.

8. Failure to Complete Work: If the permittee fails to complete the work covered by the permit within the period specified in the permit, the permit may be deemed null and void and fees and/or guarantee may be retained by the District to cover costs related to remediation.
9. Permit Cancellations & Refunds: Any issued permit may be cancelled by the Permittee if no work has commenced. The Permit Processing Fee and other applicable review fees will not be subject to a refund, and the permittee will be responsible for any fees necessary to process the cancellation.
10. Permits shall not be transferable unless reissued under a revised permit application. Permittee may subcontract the work to be performed under a permit, provided the holder of the permit is and remains the responsible party for the performance of the work, insurance, and guarantee as required. Permittee shall list all subcontractors on the permit application.
11. Stop Work Orders: Stop work orders may be issued to any permittee that is not complying with any permit condition or District Standard, whereupon the entity shall be required to discontinue all work within the right-of-way until such time as the violation has been satisfactorily corrected. The District reserves the right to allow for aspects/portions of the work to continue in the event it is deemed necessary to provide stable and safe conditions.
12. Revocation of Permits: Any permit may be revoked by the District after notice has been given to the permittee for violations of any condition of the permit, or the existence of any condition or performance of any act which constitutes or causes a condition endangering life or damage to property.
13. The District may on its own initiative, make required repairs and bill the permittee. This charge shall include cost for labor, materials, and equipment on a portal-to-portal basis.
14. No further permits will be issued until any and all permit violations have been satisfactorily corrected by the permittee, and/or the District has been reimbursed for all expenses and additional fees. The Castle Pines Metropolitan District and the Castle Pines Homes Association reserve the right to refuse entry into The Village until permit violations have been satisfactorily corrected.
15. Public Safety: Any entity who obtains a right-of-way permit shall maintain a safe work area that is free of nuisance or hazardous conditions. Conditions or defects that the District deems a public safety hazard or nuisance shall be repaired or corrected within twenty-four (24) hours of notification. If permittee is unable to respond in a timely manner and the District determines the danger requires an immediate response, the District may make any repair necessary to eliminate any hazards or to rectify work not being performed as directed. If the permittee fails to respond, or pay such charges resulting from response work, the permittee may be barred from performing any work in the District Right-of-Way or obtaining subsequent permits until such time that all outstanding issues have been addressed as previously noted.

Submittal Requirements

1. A minimum of 5 business days is required for permit review.
2. The permittee is required to provide one copy of each of the following documents. Electronic files are strongly encouraged:
 - a) Complete Permit Form/Application
 - b) Plans of the Proposed Work/Site Map
 - c) Traffic Control Plan (If Applicable)
 - d) Approved Douglas County GESC/DESC Plan (If applicable)
 - e) Approval Letters/Plans/Etc. from outside agencies (If applicable)
 - f) Construction Materials Submittals for all materials to be installed within the ROW (As required by District in advance of the work)
 - g) Opinion of Cost – For any work which includes utility excavation, boring, or significant impact to roadway, the permittee shall provide an itemized opinion of cost prepared by an engineer or contractor. The opinion of cost shall reflect all aspects of the scope of work and appropriate units, quantities, and unit prices, including but not limited to removals, backfill and compaction, utility materials and installation, construction of surface improvements, revegetation, mobilization, etc.
 - h) In cases where estimated work exceeds \$5,000, submit required performance/warranty guarantee in the amount of 110% of the estimated work. Guarantee shall be in the form of cash, cashier's check, corporate check, bond, or irrevocable letter of credit valid for at least two years beyond the completion of the work identified in the permit. Once the work has been satisfactorily completed and has obtained Preliminary Acceptance (after an acceptable Preliminary Inspection) the guarantee may be reduced to 20% (or an amount agreeable to the District) of the initial value until the end of the two-year warranty period. The remaining guarantee for individual permits will be returned upon Final Acceptance of the improvements at the completion of the warranty period as well as payment of all outstanding charges, fines, and penalties associated with the permit. Failure to obtain Final Acceptance at the end of the warranty period shall result in the District using the warranty guarantee to complete any warranty work. In the event the warranty guarantee is not sufficient to complete the warranty work, the permittee shall be responsible for any additional cost to complete the warranty work.
 - i) Permits requiring a performance/warranty guarantee shall also require the Permittee or Contractor to submit a Certificate of Liability Insurance listing the District as an Additional Insured and carry limits as identified below.
 - j) Signed Contractor Requirements Form as attached.
 - k) Permit Fee
 - l) Post Construction As-built Drawings, and/or Testing Reports for Compaction, concrete, and Asphalt at the completion of the Work.
3. The District reserves the right to require a stamped Subsurface Utility Engineering (SUE) plan and profile drawing for any ROW Project. The plan must meet State Subsurface Utility Engineering requirements (Senate Bill 18-167, Colorado Revised Statutes 9-1.5-102) with appropriate Quality Level Designations based on adopted standards (ASCE 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data or most recent adopted standard by the Colorado Commission).

4. The permittee is responsible for the performance of the work identified in the ROW Permit.
5. The Permittee shall be responsible for procuring all other applicable municipal, Douglas County, state, or federal permits necessary for the execution of the work.
6. Plans shall be legible and presented in a minimum size of 8.5"x11" for small ROW Impact areas, or 11"x17" for more extensive areas. Plans shall include a north arrow, scale, limits of work with dimensions, proximity to roads and traffic, buildings, or other structures. Plan shall identify the nearest cross streets and/or intersection. Existing or proposed easements, public right of way and private properties shall be indicated. Plans shall also include and identify areas of restoration and the associated work to the affected roadway section. The District reserves the right to require plans to be sealed/signed by a licensed and registered Colorado Professional Engineer. Upon approval of the plans and permit, the District will provide a stamped copy of the plans with the signed permit. The stamped plans shall govern the work. Any subsequent plan changes or amendments shall be submitted to the District for review and may constitute additional permit fees.
7. A Traffic Control Plan shall accompany each permit application whereby work will impact traffic flow within the impacted roadway. It shall be prepared and signed by a certified Traffic Control Supervisor and conform to current Manual of Uniform Traffic Control Devices Criteria. At a minimum the traffic control plan shall identify.
 - a) Identify all detours, lane closures, and/or temporary closures (if approved by District)
 - b) Identify all warning signs, lights, barricades related to associate work.
 - c) Identify existing traffic signs within or adjacent to work that must be maintained, covered, or supplemented, etc.
 - d) Identify areas where temporary "no-parking" signs shall be installed as required for the performance of the work.
 - e) Identify areas, and limits for open excavations, soil, and material stockpiles, parked or staged equipment.
 - f) Identify and properly furnish flagmen where necessary to provide for public safety for lane closure areas or intermittent use of a lane for construction access.
 - g) Identify Traffic Control Supervisor and contact information who shall be available 24-hours per day, seven days a week, for the duration of the work. Supervisor shall be able to respond to requests for replacing or maintaining traffic control items within 1-hour.
 - h) Identify any considerations specific to pedestrian safety, such that impacted pedestrian passageways are safe and well defined.

Traffic control for any work performed on rights-of-way shall conform to the most recent edition of the Manual of Uniform Traffic Control Devices (MUTCD). Permittee/Contractor shall properly barricade, provide public protection, and maintain all traffic control at his/her own expense. Flaggers must have a valid Colorado (CDOT) or American Traffic Safety Services Association (ATSSA) Certification prior to providing any temporary traffic control or direction within any roadway or construction work area within the District. Flaggers must be at least eighteen (18) years of age or older. Failure to provide and maintain the property traffic control may result in a permit violation or the suspension of this Permit.

8. **Permit Fees:** The permit fees shall be considered a deposit for reviews and inspections of the approved work. Before a permit is issued the permittee shall pay fees in accordance with the permit fee schedule identified on the permit form. Additional fees may be assessed for permits that result in additional inspections, result in additional disturbance, or result in violations. The District reserves the right to restrict future permits or activity until all outstanding fees are paid. Any entity commencing work without a valid permit or prior written authorization shall be required to pay an additional penalty fee. The District reserves the right to waive certain fees or utilize a modified fee schedule as deemed appropriate for the nature of the work. All fees, fines, and penalties are the responsibility of the authorized agent/permittee. Any fines and penalties assessed must be paid within 5 business days or the permit may be subject to revocation or suspension. Access to The Village may be refused until fines and penalties have been satisfactorily corrected. A penalty of 1% per month will be assessed on all outstanding charges, fees, fines, and penalties.
9. **Identification of Insurance Limits:** Prior to granting a permit, the permittee or Contractor must supply the District with current worker's compensation, general liability, and comprehensive automobile liability insurance policy or certificate of coverage as list identified below:
 - a) Worker's Compensation Insurance as required by State of Colorado Law.
 - b) The permittee shall carry and maintain in full effect at all times a commercial general liability policy, 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 \$2,000,000.00 each occurrence for damages of bodily injury or death to one or more persons; and \$1,000,000.00 each occurrence for damage to or destruction of property.
 - c) Comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each of the permittee's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

Certificates of insurance submitted for review and approval by the District shall list the Castle Pines Metropolitan District as an additional insured.

Inspections

1. **Notification:** After issuance of Permit, the District (inspections) shall be notified of all work within rights-of-way a minimum of 2 full business days prior to starting work.

Contact:

Phone Number:

Email:

The District is authorized to inspect all work performed under the permit including, but not limited to traffic control, clearing and grubbing, excavation, compaction of subgrade, base, forms, asphalt and concrete work, utility installations etc. District shall identify at the time of permit issuance, or during course of work the required inspections.

2. Inspections: All subsequent inspections identified as being required by District must be scheduled in the same manner as identified above with a minimum notice of 2 full business days prior to the inspection. Inspections will be scheduled during normal District business hours (8:00 a.m. – 4:00 p.m., Monday through Friday).
3. Inspection Cancellation: If an inspection is scheduled with the District, and if for any reason the work is not performed as scheduled, the permittee must call and cancel the inspection as soon as possible, providing notification at minimum the 24 hours prior to the inspection. Failure to cancel the inspection may result in additional fees being applied for the time incurred or the reinspection required.
4. Permits requiring a Guarantee, or as requested by the District, may require a preconstruction meeting to be scheduled with the District a minimum of one week in advance of starting the work at the direction of the District. A representative of the Permittee and/or the Contractor performing the work must attend the preconstruction meeting.
5. The District Inspector must have access to all work and materials at all times and has the right to reject any and all materials being used that do not meet District Regulations.
6. District Inspector may halt work associated with any project or permit at any time, if conditions are deemed unsafe, or the extent of the work is inconsistent with the scope of work as reflected in the permit package, or work or conditions fail to meet the requirements of these General Conditions. A formal Stop Work Order will be issued, as necessary, by the District until such conditions are addressed prior to continuing work on the project.
7. If work is not inspected by the District the Permittee may be required to remove/modify to allow for District inspection, at the Permittee's expense.
8. Any damage, accident, or unusual circumstance must be immediately reported to the District Inspector for coordination of response as needed. Contractor is responsible for appropriate notification of utility owners or emergency personnel.
9. Preliminary Inspection: The Permittee and/or contractor shall schedule a Preliminary Inspection with the District a minimum of 2 full business days in advance of leaving the site after the completion of the work. The Permittee shall be responsible for assuring all areas with the right-of-way associated with the permit are restored and in good repair, are clean, and are in generally acceptable condition for a thorough substantial completion inspection. The Inspector shall conduct a site walk to develop a written punchlist of all deficiencies, if any, that must be corrected prior to acceptance of the work to move into Preliminary Acceptance/Warranty Period. The Permittee shall complete/remedy the punchlist within seven calendar days, unless an extended period is agreed to by the District. Aspects of the punch list may be deferred to allow for appropriate weather conditions to complete the work under an administrative extension.
10. Post Punchlist Preliminary Inspection: If deficiencies are identified in the Preliminary Inspection, the Permittee and/or contractor shall complete the punchlist and schedule a subsequent Preliminary Inspection within seven calendar days, unless otherwise agreed to by District. Failure to complete the punchlist items within the period approved by the District is justification for a violation of the permit. If the Inspector does not accept the correct work at the inspection, or work is not fully complete, the District may assess a reinspection fee.
11. Preliminary Acceptance: Upon acceptance of the work after an accepted Preliminary Inspection, payment of all outstanding fees, reimbursements, or other items owed to the District, the District will sign and date the permit to indicate the start date of the warranty period.

12. Warranty: The Permittee, by acceptance of the permit, expressly warrants all work performed under the Permit for a period of two years from the date of Preliminary Acceptance. A warranty period exceeding two years may be required for Construction Activities permitted to occur within streets that have been recently resurfaced. The Permittee agrees to maintain upon demand and to make all necessary repairs during the warranty period. This warranty includes, but is not limited to all repairs needed as a result of the following:
 - a) Defects in workmanship
 - b) Defects in work regardless of cause
 - c) Settling of fills, excavations, or trench areas.
 - d) Unauthorized Deviations from approved plans or specifications.
13. Final Acceptance: Approximately thirty days prior to the completion of the warranty period, the District shall conduct a Final Inspection. If repairs are determined to be necessary during the warranty period or during the Final Inspection by the District, the Permittee shall be notified in writing and the Permittee shall renew the Right-of-Way Permit and perform the repairs in accordance with District Standards. Permittee shall correct defect work within fourteen (14) calendar days of the notification, or within a time frame agreed upon by the District. Failure to correct the deficiencies within the required period is justification for a violation of the permit. If the work is determined to be satisfactory at the end of the warranty period, the District will grant Final Acceptance of the Work. Once Final Acceptance has been granted the remaining guarantee for individual permits will be returned so far as there are no required payments for outstanding charges, fines, and/or penalties associated with the permit.

Before You Work

1. Utility Locates must be visible on the site with a valid Utility Notification Center of Colorado (811) ticket. A positive response is required from all listed Tier One Utility Owners for work to begin.
2. All work performed shall conform to the Castle Pines Metropolitan District Rules and Regulations, and to any accepted project documents.
3. Contractor shall not enter or occupy with men, tools, equipment, construction materials, or excavated materials from the Work, any private property or right of way outside the designated construction areas without written permission from the District, or tenant of such property.
4. Prior to, during, and after construction, all applicable erosion protection best management practices (BMPs) shall be installed and maintained by the Permittee in accordance with the Douglas County Permit if applicable or as required under the Right-of-Way Use Permit.

During Construction & Post Construction Restoration

1. Construction Hours, Site Clean-Up, and Conduct of the Work – Shall be in Accordance with the Contractors Requirements Form, see Attachment.
2. All street cuts on paved surfaces shall be repaired with asphalt concrete within seventy-two (72) hours of completion of backfill of trench, in accordance with the Castle Pines Metropolitan District Standard Details as attached to the FAQ document. Any damage to pavement due to this work shall immediately be repaired by the Permittee to the satisfaction of the Castle Pines Metropolitan District.

3. Material Testing: Permittee shall be responsible for materials testing as outlined in the attached FAQ document. Testing shall include but not be limited to soils compaction, concrete slump/air/strength, asphalt density, etc. Testing reports shall be compiled into a single electronic file (PDF format) delivered to the District prior to the Preliminary Inspection. The warranty period shall not begin until the testing reports have been reviewed by the District. The District reserves the right to evaluate noncompliant test results for additional review, and recommended methods of correction. The cost of this review and analysis may be at the Permittee's cost.
4. All concrete shall be protected from freezing and cured in accordance with specifications outlined in the Castle Pines Metropolitan District Regulations.
5. Contractor Parking: Construction equipment (including dumpsters) shall not be parked or placed on paved surfaces unless specifically allowed in the Permit. The Permittee shall make provisions for employee and light construction vehicle parking with the District. Permittee shall make efforts to park on hard permanent surfaces, and not pull up in landscape areas adjacent to the right of way.
6. Excavated or imported materials shall not be stored on pavement, sidewalk, travel roadway surface, or other public rights-of-way without prior approval of the District.
7. Proper drainage/erosion control shall be maintained at all times. Any deleterious material on the streets or sidewalks as a result of this item shall be removed by the contractor immediately.
8. Clean Up: As work progresses, all public ROW shall be thoroughly cleaned of all rubbish, excess dirt, rock, and other debris. All cleanup operations shall be done at the expense of the Permittee. The Permittee shall comply with the requirements to eliminate the tracking of materials upon any street, sidewalk, and/or impervious area as prescribed by the District. Equipment and trucks used during construction, excavation, or any work activity shall be cleaned of materials prior to leaving any work site. In the event material is tracked off-site, the Permittee shall remove the tracked material immediately.
9. Protection: Permittee shall protect trees, landscaping, and other features within the right-of-way. Paved surfaces shall be protected from damage. Backhoe equipment outriggers shall be fitted with rubber pads when placed on a paved surface. Tracked vehicles with grousers are not permitted on paved surfaces without prior approval, or unless specific precautions are taken to protect the surface.
10. Existing water valves and new valves directly connected to the District water system shall be operated by District personnel only.
11. Any water taken from the District's water distribution system shall be done so only by permission of the District. Water from fire hydrants shall be with the use of a hydrant meter and only from the location(s) approved by the District.
12. Any repairs to existing streets or rights-of-way shall be warranted for a period of two years from the date of District approval and Probationary Acceptance.
13. Final site cleanup shall be completed within 72 hours of work completion.
14. It is expressly understood by the undersigned that this Permit is revocable at will by the District. If the District revokes this permit, it shall be the responsibility of the Permittee to remove, at Permittee's expense, all improvements authorized by this Permit.

15. Once work has commenced and it is determined that a larger or different area will be impacted than that identified within the permit, the Permittee shall notify the District immediately. The District reserves the right to require the Permittee to file a supplementary application for the modified scope of work.
16. As-builts are required for all work in rights-of-way prior to acceptance of improvements. A complete electronic set of electronic drawings shall accompany the request for a Preliminary Inspection. Other documentation, such as utility testing, video inspections, etc. shall also be submitted.



Right-of-Way Permit Attachment Permittee Requirements:

Company performing contract: _____(Company Name) will now be called "Permittee"

A. Permittee shall not enter or occupy with men, tools, equipment & construction materials, or materials excavated from the Work, any private property outside the designated construction areas, easement boundaries or public right-of-way without written permission from the District and tenant of such property. Permittee shall not park in or impede Citizens from accessing their driveway and shall not park or place materials and/or equipment on any roadside landscaping.

B. Permittee shall confine operations to the area designated by District and be responsible for all areas at the site used Permittee or Sub Permittees in their performance of the Work. Permittee will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to District or others. Permittee has the right to exclude from the site all persons who have no purpose related to the work or its inspection and may require all persons on site to observe the same regulations as required of Permittees employees. District will coordinate the responsibilities and rights provided for herein with similar responsibilities and rights of another prime Permittee (if any) on the Project.

Permittee Hours:

A. Construction hours (except for emergencies) shall be limited to 7:30 a.m. to 6:00 p.m., Monday through Saturday, unless otherwise authorized by District.

B. Permittee shall not enter secured gate into properties until 7:30 a.m. and shall be off of Castle Pines Metro property by 6:00 p.m. each day.

Damage to Adjacent Property:

Permittee shall minimize damage to property located adjacent to any work performed. Prior to Probationary Acceptance, the Permittee, at his expense, shall repair or replace any disturbance including but not limited to concrete, asphalt, landscaping, sod or retaining walls caused by Permittee to a condition equal to the existing condition prior to work performed, as determined by the District's Representative. No payment will be made by the District for any such restoration work.

Cleanup of Construction - Disturbed Areas:

A. Demolition and Site Cleanup:

1. Permittee shall remove all demolished debris from within the public right-of-way within twenty-four (24) hours after demolition or request by authorized District's Representative. (It is recommended to load and haul off debris immediately upon removal.)
2. Daily Cleanup: The Permit Holder is responsible for ensuring that all litter, construction debris, and other waste materials resulting from the work is removed from the site and that the site is left in a neat and orderly appearance. The street pavement and sidewalk shall be swept daily for dust control and to remove all loose material resulting from the work.
3. Sediment and/or debris from water that is pumped out or flows from the work shall be restricted from flowing into gutter or roadside ditch without providing inlet protection or other sediment control practices for containment. The Permittee shall clean the street and gutters whenever sediment is outside of the work area. Failure to provide adequate sediment control within or without the work area is justification for a violation of the permit.
4. Failure to comply with any of these provisions may result in the District performing the work subjecting the Permittee to additional penalties or fees as described in the Right-of-Way Permit.

B. Conduct of Work:

1. Permittee shall conduct the Work in a manner to avoid unnecessary noise, dust, and dirt.
2. All workers employed in connection with the Work on District's property are to confine their activities to the designated Work areas.
3. Permittee shall cooperate with other occupants of the site for efficient utilization of available space.
4. All excavations or potholes must be backfilled, plated, or if approved safely barricaded by 5:30 pm every day.

Permittee:

Signature: _____

Print: _____

Title: _____

Date: _____

Castle Pines Metro District

Signature: _____

Print: _____

Title: _____

Date: _____