



Construction in the District Right-of-Way Permit Application

All cuts or excavations of a right-of-way, including, without limitation, all construction of improvements and installation of utilities within right-of-way within the Cordillera Metropolitan District (the “**District**”) boundaries **require a permit** issued by the Cordillera Metro District (CMD) before work begins. This permit is subject to the General Conditions (Exhibit B) attached hereto and incorporated herein by reference.

Construction in the District Right-of-Way (CDRW) Project Details:

- Utility Company or Entity Owning Utility Line(s):
 - _____
 - _____
 - _____
- Location (Street Address) _____
- Description of Work: _____

- Type of Installation, Work, or Road Cut:

- **Map & Plans Attached:**
 - Yes / No
- **Start Date:** _____
- **Completion Date:** _____
- **Road Closures Anticipated:**
 - Yes / No
 - Dates of Road Closures: _____
- **Construction in the District Right-of-Way (CDRW) Fees**
 - **Permit Fee:** \$500.00
 - **Deposit Required:** \$10,000.00 (The \$10,000 deposit is waived for constructing a new driveway only. All other construction in the District Right-of-Way requires a permit and deposit.)
 - **CDRW Amount:** _____
 - **CDRW Deposit:** _____
 - **Total CDRW Due:** _____

EXHIBIT B

GENERAL CONDITIONS

All cuts or excavations of right-of-way, including, without limitation, all construction of improvements and installation of utilities within right-of-way within the Cordillera Metropolitan District (the “**District**”) boundaries must conform to these General Conditions.

A permit is required for any driveway access cut, road cut, or access way excavation or opening in or under the surface of any right-of-way, and to install, repair, or perform miscellaneous work on any underground utility service in or under such right-of-way, or to bore in or under such right-of-way.

All permits shall be issued in the name of the owner of the abutting property for any driveway access cut, in the name of the project owner (e.g., adjacent property owner or developer) for any access way excavation, or in the name of the utility company if the facility in the trench to be installed or repaired by making a road cut is to remain the property of the utility company (the “**Permittee**”).

1. Definitions.

- a. **Access way excavation** – Any excavation or cut of any right-of-way, earthwork, culverts, retainage and surfacing within any right-of-way or sidewalk, excluding driveway access cuts and road cuts.
- b. **Driveway access cut** –Earthwork, culverts, retainage and surfacing within any right-of-way for the purpose of creating driveway access to a private residence or property. The District may require the Permittee enter into an encroachment agreement with the District for any driveway access cut concurrently upon application for a permit.
- c. **Road cut** – The excavation of any right-of-way for the purpose of installing or repairing utilities.
- d. **Work** – any work permitted hereunder within or affecting a District right-of-way, unless the context requires otherwise.

2. Deposit; Permit Fee and Application.

- a. A deposit of **\$10,000** shall accompany the permit application.
- b. The deposit, less any amounts incurred by the District pursuant to these general conditions including the warranty, completion, and restoration provisions hereof, will be returned within 90 days of expiration of the one (1) year warranty period, and any required restoration and repair of any deficiencies or damage to the satisfaction of the District.
- c. A non-refundable permit fee of **\$500** shall be paid upon application for a permit and shall be in addition to any other fees or charges relative to the work.
- d. Unless waived by the District, the permit application shall be accompanied by construction plans in hard and electronic copy showing the extent of the proposed work, the dimensions and elevations of both the existing ground prior to said construction, and of the proposed excavated surfaces, the location of the work, and such other information as may be prescribed by the District.
- e. Unless waived by the District, the permit application for access way excavations shall be accompanied by designs, plans and specifications prepared by a registered Colorado professional engineer, together with an estimate of costs and time for completion.

3. Standards and Requirements.

- a. The permit is valid only for the time period from the start date indicated on the permit to the completion date. The applicant may apply to the District for an extension. Additional financial security may be required as a condition for granting any requested extension.
- b. All work of any kind including the installation of improvements in the Right-of Way, including a driveway; require approval by the issuance of a permit as noted above. Such

permit, if granted, shall constitute a revocable license. The application for a revocable permit is available from the Cordillera Metro District General Manager and must be approved by the Cordillera Metropolitan District. All revocable permits except for a non-heated driveway will be recorded with the Eagle County Clerk and Recorder.

- c. Work may not commence until written approval in the form of permit issuance is given by the District. Any approved permit application and permit must be at the worksite during all periods of work.
- d. The Permittee shall advise the District forty-eight (48) hours in advance of the commencement of any work and shall notify the District a minimum of 12 hours in advance of any scheduling change.
- e. Only emergency work shall be performed on Saturdays and Sundays. No trench will be permitted in the traveled right-of-way after dark, unless otherwise specified in writing by the District.
- f. The Permittee is responsible for completing all utility locates before work commences.
- g. The work shall be accomplished in accordance with industry standard practices at locations designated by the District. All personnel, contractors, or subcontractors working within the District's right-of-way must be properly trained and exercise all safety precautions associated with traffic control and below ground excavation as applicable.
- h. The Permittee shall be responsible for establishing safety measures sufficient to protect the traveling public from any and all harm during prosecution of the work; said safety measures to be in accordance with the then prevailing state and/or federal standards, including the standards identified in the most recent edition of the "Manual for Uniform Traffic Control Devices" published by the Federal Highway Administration." All work shall be conducted in a manner that does not unduly impede traffic, create any public hazards, or damage any private property.
- i. All openings must be properly protected and secured from the public at all times. Openings that remain overnight must be secured with safety tape, temporary covers, barricades, warning devices, and appropriate signage.
- j. Any underground installation shall be initially installed beneath the surface of the right-of-way at a minimum depth of 36" or to the extent permitted by the composition of the soil; exceptions shall be noted and initialed by the District on approved construction plans. Backfilling shall be made in six-inch lifts, mechanically tamped and paced, and the last 12 inches shall be of crushed rock or gravel. Trench shall be left open until the installation is inspected by the District.
- k. Where the installation or work crosses a right-of-way, an encasement pipe of larger diameter may be required, and the crossing shall be as nearly perpendicular to the right-of-way as physical as possible. This installation shall be installed by the method of boring or jacking beneath the right-of-way surface.
- l. Where determined necessary, open cuts or trenching across a right-of-way may be authorized by the District under conditions that will not unduly hinder the public in its usual travel. If an open cut or trench is required across a right-of-way, the cut shall be filled with gravel and compacted in six-inch lifts to a density of 95% of surrounding soils. Compaction testing must be performed and results provided to the District in hard and electronic copy before asphalt overlay.
- m. When culverts are required beneath a driveway entrance, they must be a minimum of 12 inches in diameter and may be no longer than 30 feet in length. Culvert inverts shall match the drainage profile at the upstream and downstream end and the pipe shall be provided a minimum cover of 12 inches. Culvert ends shall be cut to match the slope; flared metal ends are not allowed. Stone or stone-faced end walls are allowed but may not extend above the adjacent travel surface. All driveway entrance improvements must be inspected by the District before the driveway is paved.
- n. The term "Right-of-Way," shall apply to all platted road right-of-way and Access Easements that are owned or maintained by the Cordillera Metro District ("District"). All requests for driveway cuts, driveways, retaining walls, landscaping, berms, address markers, fences, light bollards, and any other work or construction of any kind in the Right-of-Way must be submitted

to the Cordillera Metro District. Any approvals by the Design Review Board of building plans outside the Right-of-Way do not apply to improvements in the Right-of-way or Access Easements. Any improvements made within the right of way or an easement, are at risk and subject to repair or replacement at the owner's expense.

- Landscaping other than native grasses is permitted in the Right-of-Way but no closer to the pavement than six (6) feet under any circumstances. All permanent improvements must be a minimum of six (6) feet from the edge of the pavement. Two (2) feet of gravel shoulder and four (4) feet of ditch must be installed and maintained next to the edge of the pavement, unless the existing grade slopes down into the adjoining property within the six (6) feet. In such cases the existing grade cannot be changed within the Right-of- Way.
 - Driveways shall be at the grade of the road for the first six (6) feet unless the driveway grade is less than the road grade. Driveways must have a ten (10) foot radius on each side of the driveway. Driveways are permitted to be heated in the Right-of-Way to within two (2) feet of the road pavement. Culverts shall be installed four (4) feet from the edge of the pavement under all driveways unless the grade at the driveway slopes down into the adjoining property. Culverts cannot exceed thirty (30) feet in length; however, if a site dictates a need, owner may request a variance to allow for a larger culvert. Culvert shall be a minimum of twelve (12) inches in diameter and shall be larger if required by the District. Culverts shall have a minimum cover of twelve (12) inches. All driveways and culverts must be inspected and approved by the District before the driveway is paved. Maintenance of all culverts and ditches after construction of the driveway is the responsibility of the District.
 - In order to minimize an extensive amount of hardscape and gravel area per property, multiple (two or more) driveway/vehicle accessways to homes are not permitted. Forked driveways accessing multiple areas of the home are not permitted. A circle drive or turnaround area for the front entry of the home is permitted as part of the main auto court for vehicular circulation only.
- o. The Permittee shall at all times for the duration of the permit and the required warranty period be responsible for and maintain the work and shall indemnify, defend, and hold harmless the District and its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Permittee or any of its contractors, subcontractors, suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this permit and the work hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. However, the Permittee shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.
- p. Nothing herein or in any actions taken by the District hereunder shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes.

4. Penalties

The following penalties will be imposed upon the offending property owner:

- a. For restricting access to or partially or fully blocking a District road during construction without approval in accordance with these rules: \$5,000 per day that the violation continues.
- b. For allowing a metal-racked vehicle to operate on a District road without proper road protection: \$2,000 per occurrence.

5. Warranty, Completion and Restoration.

- a. All work shall be guaranteed for a period of one (1) year, unless the District agrees in writing to a different warranty period. All necessary rework as determined by the District shall be the responsibility of the Permittee.
- b. Upon completion of the work, the worksite (including road bore access locations, if applicable) must be restored to original or better condition and all excess debris removed in accordance with the specifications of the District within forty-eight (48) hours of completing the work. All damage done to existing improvements shall be repaired by the Permittee to the satisfaction of the District within five (5) days of completion of the work.
- c. If the Permittee fails to complete the work or restore the worksite as required, or if the Permittee fails to complete any rework during the warranty period, the District may cause all work and all actions necessary to so complete. The Permittee shall be liable for the District's actual costs, plus general overhead and administrative expenses. The District may apply any funds deposited by Permittee in payment of any amount due. In addition, the District shall have a cause of action for all fees, expenses, and amounts paid and due for such work.

The undersigned Permittee verifies that s/he has read and understands the foregoing provisions; that s/he has the authority sign and bind Permittee and that by virtue of his or her signature, the Permittee is bound by all conditions set forth herein.

PERMITTEE:

Print Name: _____

Title: _____

Permit # _____

Date Issued: _____