

Instructions for Obtaining Permit to Work in City Right-of-Ways

All contractors applying for a permit to work in city right-of-ways must adhere to an updated city application process.

To apply for a permit:

- 1) Agree to comply with requirements of the Montevideo City Code and MS/4 Storm Water Protection "Best Management Practices" (synopsis available.)
- 2) Completely fill out and sign the application form.
- 3) Sign the Contractor Agreement.
- 4) Complete a Site Plan/Storm Water Protection Plan
- 5) Pay Fees (which includes permit fees and performance fees) (see rate information attached).

Once a Permit is Issued:

- 1) Call for listed inspections (contractor's responsibility).
- 2) Close-out the permit by returning the permit to the city with all required inspection signatures.

PLEASE NOTE:

No work may begin without a permit. In the case that emergency work is required on nights or on weekends, please contact:

- Utilities Superintendent Doug Doty (320) 321-3811
(OR) Public Works Director Ryan Gallagher at (320) 321-2550
(OR) City Manager at (320) 269-6575.

Extra fees do apply for after hours permits. Again, no work may begin until a permit is issued by the city and all fees are paid. Contractors who begin work before a permit is issued are subject to additional fees and can be fined.

ACCOUNT NO.	DESCRIPTION	FEE	AUTHORITY FOR FEE/CITY CODE REFERENCE/COMMENT
32270	<p>Other Permits</p> <ul style="list-style-type: none"> * Institutional Signs * Wall Signs/Insert Replacement * Ground and pedestal signs/billboard signs * Portable signs/temporary signs/misc. * Late application fee * Private Lawn Sprinkler Systems Permit (in city ROW) * Demolition Permit Inspection Fee Recording Fee (exceptions ONLY) State Surcharge Late Application Fee Repair Fee * Fence Permit * Curb & Gutter Permit * Right-of-Way Permits: <ul style="list-style-type: none"> Sidewalk Boulevard Streets/Curbs Alleys Reconstruction Costs Emergency Work (requiring staff overtime for locates, inspection, night and/or weekend permitting) Work beginning without permit 	<p>25.00</p> <p>0.00</p> <p>(each) 50.00</p> <p>(each/per period) 15.00</p> <p>Equal to permit fee</p> <p>30.00</p> <p>5.00</p> <p>30.00</p> <p>25.00</p> <p>25.00</p> <p>100.00</p> <p>100.00</p> <p>100.00</p> <p>100.00</p> <p>Actual</p> <p>200.00</p> <p>500.00</p>	<p>Res. #3006 (12/6/10)</p> <p>7-6-3(B) co. recording fee + \$10 admin fee</p> <p>Co. recording fee + \$10 admin. fee</p> <p>Defray expenses when necessary + state surcharge if over 6'</p> <p>7-1A-11</p>
34990	<p>Reimbursements</p> <ul style="list-style-type: none"> * Weed Control 	<p>Labor cost + \$10 administration fee</p>	<p>7-5-2</p>
34990	<p>Mortgage Registry Tax</p>	<p>Actual cost</p>	
34990	<p>Recording/Satisfaction Fees</p>		<p>Actual county charge + admin. fee</p>

CITY OF MONTEVIDEO, MINNESOTA
APPLICATION FOR PERMIT TO WORK IN CITY RIGHT-OF-WAY
No work may begin until a permit is issued by the city and all fees are paid.
Contractors who begin work before a permit is issued are subject to additional fines and fees.

Applicant: _____ Address: _____

City/State/Zip: _____ Phone: _____

Subcontractors: _____
(All subcontractors must supply and agree to "Contractor Agreement" and "Certificate of Insurance" requirements.)

Description of Work: (Attach additional information/plans, if necessary): _____

Work begin date: _____ Work ending date: _____

I will restore the entire ROW _____ or I request the city restore _____. (Specify - example: pavement)

I will require the use of city barricades _____ Yes _____ No. If yes, how many? _____

City Assistance or Inspections will be needed outside of regular city work hours: _____ Yes _____ No
(After hours work by city staff will require payment of additional fees.)

Please answer the following questions:

1) A current franchise agreement exists with the City: _____ Yes _____ No
(Xcel | Great Plains | Charter) (If yes, please skip to question #5.)

Please note: If you are working for one of the franchise companies (Xcel, Great Plains, Charter/Spectrum), you must complete #'s 2, 3, 4 and 5.

2) _____ I will be providing an improvement guarantee by providing the following:
_____ \$5,000 Performance Bond
_____ Cashier's Check
_____ Letter of Credit from an approved financial institution

OR

_____ I will pay in advance an "Improvement Guarantee Fee" calculated by the city.

3) I have provided the required "Certificate of Insurance" _____ Yes _____ No

4) I have attached and completed the "Contractor Agreement" _____ Yes _____ No

5) I have attached and completed the "Site Plan/Storm Water Plan" _____ Yes _____ No

Applicant Signature: _____ Date: _____

CONTRACTOR AGREEMENT

For Contractors Working on City Property or City Right-of-Ways

For Entire Year: _____ OR For Specific Job: _____

The Contractor agrees, while working for the city on city property or right of ways, to have site specific safety plans and to abide by all applicable federal, state and local laws including, but not limited to, City Right-of-Way Regulations, OSHA regulations, local, state and national building codes. Additionally, the Contractor will practice all reasonable and appropriate safety and loss control practices, including but not limited to traffic control and barricades. The City or its agents will not be responsible for barricades and traffic control devices, but will advise and consult with the contractor as requested.

The Contractor will abide by all state and local MS4, soil erosion, or storm water retention requirements using Best Management Practices, and will abide by the city code.

The Contractor agrees to carry automobile and workers compensation insurance, and provide the City with a current Certificate of Insurance for general liability insurance at a minimum amount of \$1,000,000, and to list the city as additional insured.

The Contractor agrees to warrant their work on city property or city right-of way, for a period of no less than one year from the date the permit is closed.

The Contractor further agrees that the City will not be liable for any claims, injuries, and damages of whatever nature due to negligence or alleged negligence to third parties. The Contractor expressly forever releases and discharges the City, its agents, members and heirs from any such claims, injuries or damages. The Contractor will also agree to defend, indemnify and hold harmless the City, its agents, and employees from any and all claims, injuries, or damage of whatever nature pursuant to the provisions of this agreement.

The Contractor is an independent contractor and not an employee of the city, and nothing in this agreement shall be considered to create the relationship of an employer/employee. The Contractor is solely responsible for coordination of its activity.

The Contractor is responsible for all costs to repair city right-of-ways or city properties disturbed during its work on city property or in city right-of-ways. The Contractor will promptly clean up their work site, and if not, agrees to reimburse the city for any costs the city might incur in its clean-up or repair. The Contractor understands that after hours work by city staff will may require additional fees to be paid.

All subcontractors must be approved in advance by the city before work may begin and all subcontractors must agree to the terms and conditions of this agreement.

Contractor: _____

By: _____ Date: _____

The undersigned subcontractor agrees to abide by the terms and conditions of the above agreement, specifically including the insurance requirements.

Subcontractors: _____

By: _____ Date: _____

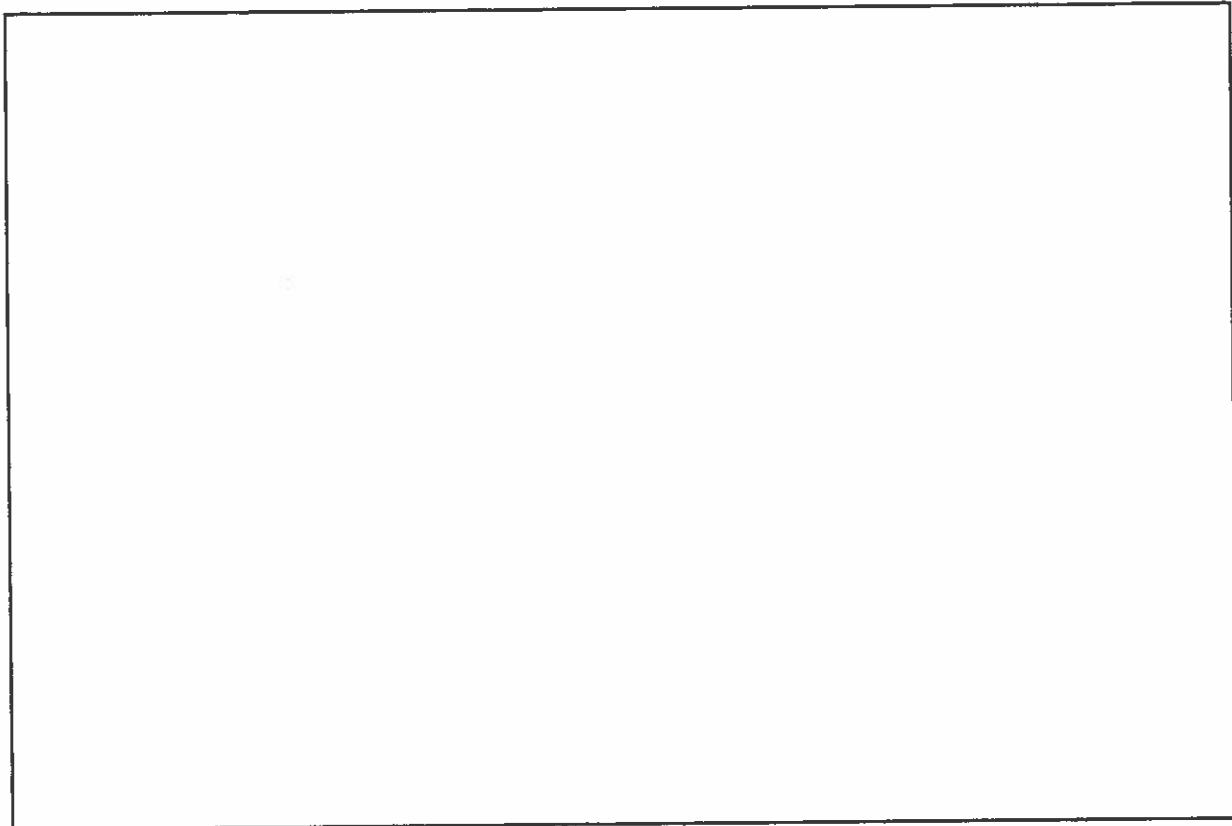
City of Montevideo, Minnesota

Date: _____

Site Plan For ROW Excavation or Construction/Storm Water Protection Plan

Make a sketch of the proposed excavation or construction showing its relationship and distances to roads, sidewalks, and structures. Show the size and impact of the excavation or construction and calculate the square feet of all excavations, including disturbances to asphalt, concrete, curbs, alleys and sidewalks. (If plans are available attach to this form or use additional sheets.)

AND: Provide plans to comply with MS4/Storm Water Protection "Best Practices" Requirements (Silt fences, inlet protection, etc.)



Calculate the area being disturbed:

Sidewalk (SF): _____ Curb (LF): _____

Boulevard:(SY) _____ Street Surfaces:(SY) _____

Other: _____ (Example, alleys, parking lots, etc.)

Contractor (Applicant) Name: _____ Phone #: _____

Address: _____ Signature: _____