



**CITY OF MELROSE**

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**FEE:** \_\_\_\_\_  
**PIN:** \_\_\_\_\_  
**APPROVED:** \_\_\_\_\_

REVISED: 09/07/10

**RIGHT OF WAY PERMIT**

**(EXCAVATION, OBSTRUCTION, LANDSCAPE, CONTRACTOR SAFETY AND OTHER IMPROVEMENTS)**

**Owner(s):** \_\_\_\_\_

**Owner(s) Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ (day) \_\_\_\_\_ (evening) \_\_\_\_\_ (cell)

**Fax Number:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ (day) \_\_\_\_\_ (evening) \_\_\_\_\_ (cell)

**Fax Number:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Duration of Activity:** \_\_\_\_\_

**Description of work (attach sketch)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Location of Work Address:** \_\_\_\_\_

**Property Owner:** \_\_\_\_\_

**Will removal of the following be required:**

Asphalt      \_\_\_\_\_ (Yes)      \_\_\_\_\_ (No)      Curb & Gutter      \_\_\_\_\_ (Yes)      \_\_\_\_\_ (No)

Sidewalk      \_\_\_\_\_ (Yes)      \_\_\_\_\_ (No)

**Have the appropriate contractor's insurance certificates been submitted? (City must be listed as certificate holder and/or additional insured)**

Liability (\$1million)      \_\_\_\_\_ (Yes)      \_\_\_\_\_ (No)      Work Comp      \_\_\_\_\_ (Yes)      \_\_\_\_\_ (No)

Vehicle      \_\_\_\_\_ (Yes)      \_\_\_\_\_ (No)      Self-insured      \_\_\_\_\_ (Yes)      \_\_\_\_\_ (No)

**OVER    >>>>>>**

**Excavation Requirements:**

**Initial**

- 1. All excavations shall be properly protected during the day and night. \_\_\_\_\_
- 2. All asphalt trenches shall be cut in a straight and squared-off method. \_\_\_\_\_
- 3. All trenches under curb, gutter and sidewalks shall require removal of such in order to get proper compaction. \_\_\_\_\_
- 4. Compaction shall consist of granular materials in 16 inch lifts using City-approved mechanical or hand-tamped methods. \_\_\_\_\_
- 5. The upper 12 inches of the trench shall be Class 5 material and shall be flush with the finished surface unless otherwise authorized by the Public Works Director or Streets/Parks Supervisor. \_\_\_\_\_
- 6. If settlement of excavation occurs within one year of completion date, the contractor/permit holder shall be responsible for restoring the area to the pre-trench condition. \_\_\_\_\_
- 7. Clean-up of job site is the responsibility of the contractor/permit holder. The clean-up area includes the entire road rights-of-way. \_\_\_\_\_
- 8. Contractor/permit holder shall be responsible to make sure all storm water catch basins, manholes, water shut offs and gate valves are all protected during excavation. \_\_\_\_\_
- 9. Best Management Practices will be implemented for controlling run off including street storm water inlets. \_\_\_\_\_
- 10. Call Gopher State One-Call (1-800-252-1166) before any digging is to be done. \_\_\_\_\_
- 11. No street opening between November 1 and April 1. \_\_\_\_\_

**Conditions:**

The Contractor/permit holder agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulation, local, state, and national building codes. Additionally, the Contractor/permit holder will practice all reasonable and appropriate safety and loss control practices. The City or its agents will not be responsible for any inspection pursuant to any law or code.

The Contractor/permit holder 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/permit holder expressly forever releases and discharges the City, its agents, members and heirs from any such claims, injuries, or damages. The Contractor/permit holder will also agree to defend, indemnify and hold harmless the City, its agents, members and heirs from any and all claims, injuries, or damage of whatever nature pursuant to the provisions of this agreement.

The Contractor/permit holder and his/her employees is an independent contractor of the City, and nothing in this agreement shall be considered to create the relationship of an employer/employee. The Contractor/permit holder is solely responsible for coordination of his/her activity with other trades and promptly cleaning up and surplus or refuse that was created by his/her work.

**Questions should be directed to the Public Works Director or Streets/Parks Supervisor at 320-256-4278.**

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**City Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_