



BUILDING MOVING PERMIT

~~ TERMS & CONDITIONS ~~

1. Building moving permit **fee is \$50.00**.
2. No structure or building shall be moved within the City without first obtaining an **approved** permit. Any structure or building that is 13 ½ feet above ground level or does not meet the approved traffic width requirements must have a Building Moving Permit.
3. Applications for building moving permits shall be:
 - Made on forms provided by the City;
 - Submitted no later than ten (10) days in advance; and,
 - Accompanied by evidence of notification to Delta Montrose Electric Association, the telephone company, natural gas company and the CATV company.
4. Permittee shall submit a completed application, including proposed route, to the City of Delta. The City departments will review the application and notify the applicant once approved. Once approved, payment for the building moving permit, deposit and bond (if applicable) are due.
5. The City shall inspect the proposed route. The **deposit of \$500.00** must be paid prior to the issuing of the permit. Any damages incurred during the move by be withheld from the deposit by the City shall be deducted from the deposit and the balance refunded. If the costs exceed the amount of the deposit, the applicant shall remit the balance to the City.
6. In the event the City determines that the move will create any hazard, the City may require a bond or other adequate security sufficient to cover the cost of the potential damages. Compliance with this term shall be guaranteed by a Performance or Contract Bond, clean irrevocable Letter of Credit, or a Cash Bond. A new Bond shall be issued for each Permit obtained.
7. The permit shall specify the route to be used and the times during which the operation shall be permitted. Moving should occur during low-traffic times and/or on low-volume roads. ***Routes that include state Highway 50 and Highway 92 will be required to provide an Executed Moving Permit from CDOT.***
8. Any moving operations shall be conducted in a good workmanlike manner and safeguards shall be instituted to protect the public and private property.
9. All utility companies shall be notified of the proposed move. Prior arrangements shall be made with such companies to move any utility facilities as necessary to accommodate the move.
10. The permittee shall be responsible for any damages caused by the move.
11. Any utilities, facilities, and/or improvements which are disturbed or damaged by the work shall be repaired at the Permittee's cost. The surface area shall be restored to its prior condition. Street and sidewalk surfaces and sub-surface which are cut or disturbed shall be restored to their preexisting conditions.

12. Signs and barricades and other safety provisions shall be provided by the Permittee, and comply with Part VI of the Manual of Uniform Traffic Control Devices. The Permittee shall notify the:
- School district;
 - Bus service;
 - Ambulance district;
 - Fire district; and,
 - Police Department.
13. The City shall have access to the work site at all times to inspect the progress of the work. The City may stop the work on account of violations of the terms and conditions of this Permit to insure safety or traffic movement, and may require the surface and subsurface to be restored. **No more than one-half of a street may be blocked at one time without specific City permission.**
14. **A TRAFFIC CONTROL PLAN WILL NEED TO BE SUBMITTED TO THE CITY FOR ANY WORK THAT WILL ENCROACH INTO THE DRIVING LANE OR IMPEDE TRAFFIC. THE PLAN WILL SHOW HOW TRAFFIC AND PEDESTRIANS WILL SAFELY PASS THROUGH ALL WORK AREAS AND DELINEATE ALL SIGNAGE AND FLAGGERS THAT ARE NEEDED. THE PERMITTEE WILL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL REQUIREMENTS. PERMITTEE WILL NOT BE ALLOWED TO BEGIN WORK UNTIL ALL TRAFFIC CONTROL IS IN PLACE AND REVIEWED BY THE CITY.**
15. Permittee agrees to hold the City, its officers, and employees harmless on account of any damages suffered to the persons or property of Contractor or Permittee arising out of their operations hereunder or the installation and maintenance of their facilities, utilities or improvements upon City-owned property. The Permittee agrees to defend and indemnify the City, its officers, and employees from any damages claimed or adjudged against the City, its officers and employees arising out of Permittee's operations or installation and maintenance of Permittee's utilities, improvements, encroachment, or facilities installed or maintained with City-owned property by Permittee.
16. Permittee agrees to properly maintain Permittee's encroachment, utilities, improvements, or installations, and shall be responsible to repair any damages to City property, street surfaces, or improvements which result or are caused in any manner by the excavation, operation, or maintenance of Permittee's encroachment, pursuant to this Permit.
17. The individuals signing on behalf of the Permittee and Contractor are hereby designated as agents for service of process on behalf of Permittee and Contractor.
18. In the event the City incurs any costs, including reasonable attorneys' fees, enforcing any provision of this Permit, the City may recover such costs from the Permittee.
19. All obligations, terms, and conditions of this Permit upon Permittee shall be the joint and several obligations of the Permittee and Contractor.
20. The Permittee and Contractor represent that they have read and understand the foregoing *Terms and Conditions* of a Building Moving Permit, that they have read and understand the City requirements pertaining to the work being done under this Permit, and that the undersigned have authority to sign for and bind Permittee and Contractor.
21. The work shall be conducted, and encroachment maintained, pursuant to the plans described in the Application for Building Moving Permit.
22. Any breach of these *Terms and Conditions* set forth for a Building Moving Permit, or of City standards, specifications, or requirements pertaining to work authorized by this Permit, may cause the revocation of the Permit and the stoppage of the work.
23. The Building Moving Permit may be revoked by the City for any reason as deemed appropriate in the City's sole discretion. Upon revocation, any encroachment shall be removed and City property restored at Permittee's expense.