

ARTICLE XIII. RIGHT-OF-WAY CONTRACTOR'S LICENSE

Sec. 15-361. License required.

It shall be unlawful for any person, company, corporation, partnership, joint venture, limited liability company or other association (hereinafter referred to as *person*) (1) to perform or contract to perform work of any kind in the public right-of-way without first obtaining a license to perform such work, or (2) to perform work in any category described in § 15-365 without first obtaining an endorsement as provided therein for the specific category of work sought to be performed. It shall be unlawful for any person to perform or contract to perform work on any utility which is or will be owned or maintained by the city or which will connect to and become a part of a city-owned or maintained utility, whether located in the public right-of-way or in an easement, without first obtaining a license and endorsement to perform such work. (Code 1972, § 73-127; Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-362. Application and fee for license and endorsement.

Applications for a right-of-way contractor's license and endorsement (as provided in § 15-365) shall be made to the City Engineer. The City Engineer is hereby authorized to establish forms for the application and to require any such information and documentation from applicants as may be reasonably necessary to accomplish the purposes of this Article. An application fee shall be established as authorized in Chapter 7.5, Article I of this Code, which fee shall be paid prior to or concurrently with submittal of the application. (Code 1972, § 73-128; Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-363. Bond required.

All license applications shall be accompanied by a license and permit bond executed by a reliable surety company with a rating of "A-" or better. The bond certificate provided to the city shall be an original (not a copy). The bond shall be in the amount of twenty thousand dollars (\$20,000.) with an additional and separate bond in the amount of ten thousand dollars (\$10,000.) for each license endorsement as provided in § 15-365. All bonds shall be continuous, with a minimum cancellation notice of sixty (60) days. In the event a bond is canceled, the license will be immediately revoked and no further work will be allowed to occur; however the bond, even though canceled, must remain effective through the warranty period associated with all previously completed work items. (Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-364. Insurance required.

All license applications shall be accompanied by an original certificate of commercial general liability insurance insuring the contractor and naming the city as an additional insured against any liability arising out of ownership, use, occupancy or construction of the work and all areas appurtenant thereto with a combined single limit of one million dollars (\$1,000,000.). The limits of said insurance shall not, however, be a limit to the liability of the licensee hereunder. Insurance required shall be with companies qualified to do business in the state with a general policy holder's financial rating of not less than "B++" as set forth in the most current edition of "Bests Insurance Reports" and may provide for deductible amounts as the contractor may deem to be reasonable, but in no event greater than one thousand dollars (\$1,000.). No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the city. However, where cancellation of coverage is due to nonpayment of the premium a ten-day written notice to the city is required. The contractor shall not do or permit to be done anything which will invalidate the insurance policies referred to in this Section. Policies described above shall be for the mutual and joint benefit and protection of the contractor and the city. Such policies shall contain a provision that the city, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens and employees by reason of negligence of the contractor. Such policies shall be written as primary policies not contributing to and not in excess of coverage which the city may carry. (Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-365. Licenses and endorsements.

Any person wishing to perform work, regardless of the nature of the work, shall be required to obtain a right-of-way contractor's license prior to performing the work as provided in § 15-361. Additionally, any person wishing to perform work in one (1) of the following categories shall first qualify for, and obtain a license endorsement to perform such work as follows:

Endorsements:

- Asphalt: Required in order to perform asphalt paving, asphalt patching, slurry seal, chip seal, crack seal and other similar asphalt related work.
- Utility: Required in order to perform work on any utility which is or will be owned, operated or maintained by the city or any utility which will connect to and become a part of any city-owned utility.
- Nonstructural
Concrete: Required in order to construct curbs, gutters, sidewalks, cross pans, tricklepans and perform other similar nonstructural concrete work.
- Structural
Concrete: Required in order to construct concrete box culverts, inlets, concrete underwalk culverts, bridges, concrete drainage structures, and perform other similar structural concrete work.

The City Engineer shall be authorized (1) to determine whether the applicants are qualified to perform the kind of work included under the endorsement(s) being requested, and (2) to issue the license and appropriate endorsement(s) to qualified applicants who fully comply with this Article.
(Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-366. Issuance of license and fee.

Upon approval of qualifications by the City Engineer, receipt by the city of an original bond certificate and insurance certificate, purchase of the current edition of all applicable city standards and specifications and payment of the license fee, the applicant will be issued a license and endorsement(s) as applicable. A license fee shall be established as authorized in Chapter 7.5, Article I of this Code, which fee shall be paid prior to or concurrently with issuance of the license.
(Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-367. Guarantee of work.

Any person licensed to perform work in the public right-of-way shall guarantee the work for a period of two (2) years or as required in the applicable city standards and specifications which apply to the work performed, whichever is longer. This guaranty shall include all repairs required due to defects in materials or workmanship. This guaranty shall also include defects consisting of settling of trenches or other fills or excavations. The determination of the necessity for such repairs shall be made by the City Engineer, which determination shall be final. If, at any time within the period of the guaranty, the licensee shall fail or refuse to make repairs required by the guaranty, then the city may proceed to cause the repairs to be made and to recover the cost by action against the bond of the licensee.
(Code 1972, § 73-129; Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-368. Suspension or revocation of license or endorsements.

The City Engineer may suspend or revoke any license or endorsement issued under this Article upon determining that the licensee:

- (1) Has failed to abide by the requirements of this Code, including this Article, relating to work done under the license and/or endorsement.
- (2) Is unqualified to perform the work for which the license or endorsement was issued.

- (3) Has demonstrated a careless, dangerous or destructive approach to the work being performed.
- (4) Has violated provisions of the applicable construction or repair standards or specifications.

Upon taking action to suspend or revoke a license, the City Engineer shall give written notice to the licensee of such action. Such license shall not be in effect again until duly reinstated by the City Engineer, nor shall any refund of the license fee be made for any length of time for which the license has been suspended or revoked. The licensee may appeal the decision of the City Engineer to the City Manager by filing a notice of such appeal with the City Clerk within ten (10) days after the notice is mailed to the licensee. In the event of such appeal, the City Manager shall schedule a hearing on the question, and the action taken by the City Manager at the hearing shall be final.
(Code 1972, § 73-131; Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-369. Exceptions.

The requirements of this Article shall not apply to:

- (1) City crews performing work in the public right-of-way;
 - (2) Any party contracting with the city to perform work in the public right-of-way;
 - (3) Utility companies performing work in the public right-of-way using utility company crews (not including contractors for such utility companies); or
 - (4) Individual residential property owners who are working within the public right-of-way abutting such residential property.
- (Ord. No. 180, 1998, § 1, 10-20-98)

This is an example of what is needed on an insurance certificate for a City of Fort Collins Contractors' License to work in the Right of Way.

CERTIFICATE OF LIABILITY INSURANCE

Insurance Agency Info				
Contractor Info		Insurance Company Name(s) (must be rated a minimum of B++)		
Commercial General Liability	Policy #	Start Date	Expiration Date	Each Occurrence must equal a minimum of \$1,000,000

The City of Fort Collins is listed as an additional insured.

Certificate Holder

City of Fort Collins
Attn: Engineering Department
281 N College Avenue
Fort Collins, CO 80524

Original Signature



Transportation Services

Engineering Department

City Use:
\$ 35.00 paid ¢
\$ 95.00 paid ¢
\$130.00

**Application for Contractor's License
to work in the Right-of-Way**

Company Information

Applicant Name: _____ Company Phone: _____

Company Name: _____ Company Fax: _____

Mailing Address: _____

City, State & Zip: _____

Insurance Information

Local Agency Contact: _____ Local Agency: _____

Mailing Address: _____

Phone: _____ Fax: _____ Insurance Company Name: _____

Policy Number: _____ Dates of Coverage: _____

Rating _____
City Use

Bond Information

Local Agency Contact: _____ Local Agency: _____

Mailing Address: _____

Phone: _____ Fax: _____ Bonding Company Name: _____

Bond Number: _____ Dates of Coverage: _____

Rating _____
City Use

By signing this application, the applicant agrees to maintain the required bond(s) and insurance in full effect. In the event the applicant or surety company should fail to refuse to perform according to the terms set forth in Chapter 15 of the City Code, the Engineering Department shall immediately terminate this license and all applicable endorsements.

Applicant agrees to abide by the current City of Fort Collins Standards and Specifications and to any special conditions, restrictions and/or regulations that may be imposed by the City Engineer.

Applicant Signature: _____ Date: _____

Engineering Approval: _____ Date: _____

RIGHT-OF-WAY CONTRACTORS LICENSE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, as Principal, and _____, a corporation duly incorporated under the laws of the State of _____, and authorized to do business in the State of Colorado, as Surety, are held and firmly bound unto the City of Fort Collins, P.O. Box 580, Fort Collins, CO 80522 in the penal sum of Twenty thousand and 00/100 Dollars (\$20,000), for the payment which we hereby bind ourselves, or heirs, executors and administrators, jointly and severally by these presents.

THE CONDITIONS OF THIS BOND OBLIGATION are such that the Principal has applied for a license as/for Right-of-Way Contractor in accordance with the requirements of the ordinances of the City of Fort Collins, and has agreed to hold the City of Fort Collins harmless from any damage by reason of his/her engaging in said business.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all the duties of Right-of-Way Contractor according to the requirements of the ordinances of the City of Fort Collins and protect the City of Fort Collins from any damage as hereinbefore stated, and guarantee work, as set forth in Sec. 15-367 of the Code of the City of Fort Collins, for a minimum of two years after completion of work, and final acceptance thereof by the City of Fort Collins, and shall fully indemnify and save harmless the City of Fort Collins from all costs and damages which it may suffer by reason of the Principal's failure to honor its obligations as aforesaid, and shall reimburse and repay the City of Fort Collins all outlay and expense which the City of Fort Collins may incur in making good any default, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change to the terms of the ordinances of the City of Fort Collins, including Section 15-367 of the Code of the City of Fort Collins or to the standards and specifications of the City of Fort Collins applicable to the work shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change(s).

PROVIDED, FURTHER, this bond may be terminated as to future acts of the Principal upon the giving of sixty (60) days advance written notice by the Surety; said notice to be sent to the Engineering Department of the City of Fort Collins, P.O. Box 580, Fort Collins, CO 80522 by certified mail.

PROVIDED, HOWEVER, that this bond may be continued at the option of the Surety by the issuance of a non-cumulative Continuation Certificate.

This bond becomes effective on the _____ day of _____, _____, for a period ending on the _____ day of _____, _____.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, _____.

Principal:

Name: _____

By: _____

Title: _____

The foregoing certificate was acknowledged this ____ day of _____, 200__, by _____, as _____, for _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Surety Company:

Name: _____

By: _____

Attorney-in-Fact

The foregoing certificate was acknowledged this ____ day of _____, 200__, by _____ as _____, for _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public



Transportation Services
Engineering Department

**Endorsement to Contractor's License
for work in the Right-of-Way**

_____ Asphalt _____ Non- Structural Concrete _____ Structural Concrete _____ Utility

Company Information

Applicant Name: _____ Company Phone: _____

Company Name: _____ Company Fax: _____

Bond Information

Bond Number: _____ Dates of Coverage: _____

Rating _____
City Use

Other Information

Years company has been in business: _____ Years company has performed this type of work: _____

Names of two key members of company personnel and their years of experience:

1. _____ # yrs. _____ 2. _____ # yrs. _____

Names of any other municipalities in which company is currently licensed to perform this type of work:

1. _____ Phone _____

2. _____ Phone _____

Has this company ever had a license revoked or suspended? Yes _____ No _____

If yes, list agency and date of revocation or suspension: _____

Has license been reinstated? Yes _____ No _____

Two references (name and agency) to confirm the quality of company's work:

1. _____ Phone _____

2. _____ Phone _____

Company equipment: _____

Applicant Signature: _____ Date: _____

Engineering Approval: _____ Date: _____

ENDORSEMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, as Principal, and _____, a corporation duly incorporated under the laws of the State of _____, and authorized to do business in the State of Colorado, as Surety, are held and firmly bound unto the City of Fort Collins, P.O. Box 580, Fort Collins, CO 80522 in the penal sum of Ten thousand and 00/100 Dollars (\$10,000), for the payment which we hereby bind ourselves, or heirs, executors and administrators, jointly and severally by these presents.

THE CONDITIONS OF THIS BOND OBLIGATION are such that the Principal has applied for an Endorsement in accordance with the requirements of the ordinances of the City of Fort Collins, and has agreed to hold the City of Fort Collins harmless from any damage by reason of his/her engaging in said business.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all the duties of the _____ Endorsement according to the requirements of the ordinances of the City of Fort Collins and protect the City of Fort Collins from any damage as hereinbefore stated, and guarantee work, as set forth in Sec. 15-367 of the Code of the City of Fort Collins, for a minimum of two years after completion of work, and final acceptance thereof by the City of Fort Collins, and shall fully indemnify and save harmless the City of Fort Collins from all costs and damages which it may suffer by reason of the Principal's failure to honor its obligations as aforesaid, and shall reimburse and repay the City of Fort Collins all outlay and expense which the City of Fort Collins may incur in making good any default, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change to the terms of the ordinances of the City of Fort Collins, including Section 15-367 of the Code of the City of Fort Collins or to the standards and specifications of the City of Fort Collins applicable to the work shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change(s).

PROVIDED, FURTHER, this bond may be terminated as to future acts of the Principal upon the giving of sixty (60) days advance written notice by the Surety; said notice to be sent to the Engineering Department of the City of Fort Collins, P.O. Box 580, Fort Collins, CO 80522 by certified mail.

PROVIDED, HOWEVER, that this bond may be continued at the option of the Surety by the issuance of a non-cumulative Continuation Certificate.

This bond becomes effective on the _____ day of _____, _____, for a period ending on the _____ day of _____, _____.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, _____.

Principal:

Name: _____

By: _____

Title: _____

The foregoing certificate was acknowledged this _____ day of _____, 200__, by _____, as _____, for _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Surety Company:

Name: _____

By: _____

Attorney-in-Fact

The foregoing certificate was acknowledged this _____ day of _____, 200__, by _____ as _____, for _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public