

**CITY OF NAMPA
RIGHT OF WAY PERMIT APPLICATION**

* PLEASE ALLOW A MINIMUM OF 48 HOURS FOR APPLICATION PROCESS

NOTE: This is NOT a permit. The City of Nampa will issue the permit upon approval of this application and payment of the required permit fees. Do not proceed with your activity until the permit has been issued.

Date of Application: _____

Permit No: _____

COMPANY NAME: _____

BUSINESS NO: _____

COMPANY ADDRESS: _____

EMERGENCY NO: _____

PROJECT FOREMAN: _____

CELL NO. _____

FAX NO. _____

EMAIL: _____

PROJECT INFORMATION

The Engineering Division must be notified 48 hours prior to work commencement. 468-5458

START DATE: _____

COMPLETION DATE: _____

***A FEE OF \$15.00 PER DAY WILL BE LEVIED FOR EACH DAY THE PROJECT EXCEEDS THE ABOVE COMPLETION DATE.**

***AN ENHANCED FEE WILL BE ASSESSED WHEN WORKING IN THE RIGHT OF WAY WITHOUT AN APPROVED RIGHT OF WAY PERMIT. THE FEE SHALL BE 3 TIMES THE PERMIT FEE OR \$100.00, WHICHEVER IS GREATER.**

LOCATION OF WORK: _____

CROSS STREETS: _____ AND _____

PARCEL NO: _____

LOT NO: _____

BLOCK NO: _____

TYPE OF WORK

DESCRIPTION OF WORK: _____

PROJECT/SUBDIVISION NAME: _____

REQUIRED ATTACHMENTS

YES

NO

OWNER CONTACT INFORMATION

CONSTRUCTION PLANS

*TRAFFIC CONTROL PLAN

**EROSION/SEDIMENT CONTROL PLAN

**STORM WATER (SWPP)

*NOT REQUIRED FOR GENERAL ROW PERMIT

**CONTACT THE CITY EROSION & SEDIMENT CONTROL COORDINATOR AT (208) 468-4442

ADDITIONAL PERMITS MAY BE REQUIRED. OWNER CONTACT INFORMATION MUST INCLUDE NAME, ADDRESS & PHONE NO.

PLEASE CHECK ALL THAT APPLY

FEE

PUBLIC UTILITY (Circle all that apply) Phone / Cable / Gas / Electric \$ 75.00

PRIVATE UTILITY \$ 75.00

DRIVEWAY APPROACH/SIDEWALK/CURB & GUTTER \$ 75.00

OTHER _____

TOTAL PERMIT FEE: \$ 75.00

TRAFFIC CONTROL JUSTIFICATION

OFFICE USE ONLY

ROW permit type: Traffic General

Date application received: _____ Date application complete: _____

Map of street and work area showing traffic restriction.

Multi Lanes: Yes No Shoulder Work

Sign Height 7' Time Restrictions: _____ to _____

Work behind sidewalk and curb Pedestrian Restrictions

Please circle all that are applicable: **Road Closure** **Lane Closure** **Lane Restriction** **Flagging**

WORK SHALL CONFORM TO THE FOLLOWING CONDITIONS:

1. The City Engineering Division shall be notified for inspection a minimum of 24 hours prior to placing any asphalt or concrete. **Approval SHALL be obtained before ordering concrete.**
2. The CONTRACTOR shall perform all work in accordance with City of Nampa Standard Specifications for Public Works Construction and ISPWC on all work requiring compaction testing, the Contractor shall submit passing compaction test results to the City of Nampa at least 24 hours prior to placing concrete or asphalt paving. Any work not conforming to these specifications shall be removed or replaced at the CONTRACTOR'S expense.
3. The CONTRACTOR shall correct any defects in the work due to improper workmanship or materials for a period of one year following completion of the work.
4. CONTRACTOR shall notify Digline (1-800-342-1585) prior to excavation.
5. Work under this permit must be completed within **sixty (60) days** from the date of issuance.
6. Traffic control plans shall be submitted and approved prior to commencing work. An approved copy of the Traffic Control Plan must be on-site at all times. A copy of the Right of Way Permit and approved traffic control plan shall also remain on file with our office. Failure to have an approved traffic control plan or failure to follow the approved traffic control shall result in revocation of the Right of Way Permit.
7. The following emergency and transportation agencies **MUST BE NOTIFIED** 48 hours prior to traffic closures and restrictions.

<input type="checkbox"/> Fire Department: 468-5770	<input type="checkbox"/> Brown Bus Co: 466-4181
<input type="checkbox"/> Police Department: 465-2257	<input type="checkbox"/> BFI: 466-3302
<input type="checkbox"/> Ambulance: 454-7531	<input type="checkbox"/> Nampa School District: 468-4601, ext.
<input type="checkbox"/> Canyon County Sheriff Dept: 454-7531	<input type="checkbox"/> Any adjacent business

8. Attachment: Yes _____ No _____

SPECIAL CONDITIONS: _____

CONTRACTOR'S SIGNATURE: _____ DATE: _____

ISSUED BY: _____

ISSUED DATE: _____

WORK APPROVED BY: _____

DATE: _____

INSPECTION BY: _____

DATE: _____

I YR INSPECTION: _____

DATE: _____

COMMENTS: _____

COPY OF PERMIT MUST BE PRESENT AT WORK SITE DURING CONSTRUCTION

This form may be reproduced for use in making multiple applications

GENERAL PROVISIONS

1. ALL ACTIVITIES PERFORMED UNDER THIS PERMIT SHALL BE IN ACCORDANCE WITH THE CITY OF NAMPA RIGHT-OF-WAY POLICY.
2. A PERMIT FEE IN AN AMOUNT ESTABLISHED BY THE CITY SHALL ACCOMPANY THIS APPLICATION.
3. ALL UTILITIES MUST BE INSTALLED UNDER CULVERTS.
4. DURING THE PROGRESS OF THE ACTIVITY, SUCH BARRICADES, LIGHTS AND OTHER TRAFFIC CONTROL DEVICES SHALL BE ERECTED AND MAINTAINED AS MAY BE NECESSARY OR AS MAY BE DIRECTED FOR THE PROTECTION OF THE TRAVELING PUBLIC. SAID BARRICADES, LIGHTS AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT ISSUE OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. PARKED EQUIPMENT AND STORED MATERIALS SHALL BE AS FAR FROM THE TRAVEL WAY AS FEASIBLE. ITEMS LEFT OVERNIGHT WITHIN 30 FT. OF TRAVEL WAY SHALL BE MARKED AND/OR PROTECTED.
5. IN ACCEPTING THIS PERMIT, THE PERMITTEE, ITS SUCCESSORS AND ASSIGNS, AGREES TO HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITY ON ACCOUNT OF THE ERECTION, INSTALLATION, CONSTRUCTION, MAINTENANCE OR OPERATION OF THE ACTIVITIES UNDER THIS PERMIT.
6. ANY DISTURBANCE OF THE TRAVELWAY AND/OR TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THE SATISFACTION OF THE CITY. PERMITTEE SHALL BE RESPONSIBLE FOR PROPER PAVEMENT CUT, EXCAVATION, BACKFILL, COMPACTION AND ASPHALT REPAIR. ASPHALT REPAIR SHALL BE IN ACCORDANCE WITH THE STANDARD PROVISIONS SET FORTH IN THE CITY STANDARDS AND POLICIES.
7. IF THE ACTIVITIES UNDER THIS PERMIT INTERFERES IN ANY WAY WITH THE DRAINAGE OF THE TRAVELWAY, THE PERMITTEE SHALL WHOLLY AND AT HIS OWN EXPENSE MAKE SUCH PROVISION AS THE CITY MAY DIRECT TO TAKE CARE OF SAID DRAINAGE.
8. ON COMPLETION OF ACTIVITY HEREIN CONTEMPLATED, ALL RUBBISH AND DEBRIS SHALL BE IMMEDIATELY REMOVED AND THE TRAVELWAY AND ROW SHALL BE LEFT NEAT AND PRESENTABLE TO THE SATISFACTION OF THE CITY.
9. ALL OF THE ACTIVITIES HEREIN CONTEMPLATED SHALL BE DONE TO CONFORM WITH CURRENT GOVERNMENT AND INDUSTRY STANDARDS UNDER THE SUPERVISION AND TO THE SATISFACTION OF THE CITY AND THE ENTIRE EXPENSE OF SAID SUPERVISION SHALL BE BORNE BY THE PERMITTEE.
10. THE CITY HEREBY RESERVES THE RIGHT TO ORDER THE CHANGE OF LOCATION OR THE REMOVAL OF ANY STRUCTURE(S) OR FACILITY(IES) AUTHORIZED BY THIS PERMIT. SAID CHANGE OR REMOVAL TO BE MADE AT THE SOLE EXPENSE OF THE PERMITTEE, OR ITS SUCCESSORS AND ASSIGNS.
11. ALL ACTIVITIES BY THE PERMITTEE SHALL BE DONE IN SUCH A MANNER AS WILL CAUSE THE LEAST INTERFERENCE WITH ANY OF THE CITY WORK.
12. THIS PERMIT SHALL NOT BE DEEMED OR HELD TO BE AN EXCLUSIVE ONE AND SHALL NOT PROHIBIT THE CITY FROM GRANTING OTHER PERMITS OR FRANCHISE RIGHTS OF LIKE OR OTHER NATURE TO OTHER PUBLIC OR PRIVATE UTILITIES, NOR SHALL IT PREVENT THE CITY FROM USING ANY OF ITS ROADS, STREETS, OR PUBLIC PLACES, OR AFFECT ITS RIGHT TO FULL SUPERVISION AND CONTROL OVER ALL OR ANY PART OF THEM, NONE OF WHICH IS HEREBY SURRENDERED.
13. THE CITY MAY REVOKE, AMEND, AMPLIFY, OR TERMINATE THIS PERMIT OR ANY OF THE CONDITIONS HEREIN ENUMERATED IF PERMITTEE FAILS TO COMPLY WITH ANY OR ALL OF ITS PROVISIONS, REQUIREMENTS OR REGULATIONS AS HEREIN SET FORTH OR THROUGH WILLFUL OR UNREASONABLE NEGLIGENCE, FAILS TO HEED OR COMPLY WITH NOTICES GIVEN, OR IF THE ACTIVITY HEREIN GRANTED IS NOT INSTALLED OR OPERATED AND MAINTAINED IN CONFORMITY.
14. THE PERMITTEE SHALL MAINTAIN AT HIS SOLE EXPENSE THE STRUCTURE(S) OR FACILITY(IES) FOR WHICH THIS PERMIT IS GRANTED.
15. ADEQUATE DRAWINGS OR SKETCHES SHALL BE INCLUDED SHOWING THE EXISTING AND/OR PROPOSED LOCATION OF THE STRUCTURE(S) OR FACILITY(IES) WITH RESPECT TO THE EXISTING AND/OR PLANNED LOCATION OF THE IMPROVEMENT, THE TRAVELEWAY, THE RIGHTS-OF-WAY LINES, AND WHERE APPLICABLE, THE CONTROL OF ACCESS LINES AND APPROVED ACCESS POINTS.
16. IF TRENCH OR PAVEMENT SETTLEMENT SHOULD OCCUR WITHIN ONE YEAR (THREE YEARS FOR PUC REGULATED UTILITIES) FROM THE DATE OF INSTALLATION, REPAIRS SHALL BE MADE BY THE PERMITTEE AS DIRECTED BY THE CITY AT NO COST TO THE CITY. IF THE PERMITTEE FAILS TO MAKE THE NECESSARY REPAIRS THE CITY WILL MAKE THE REPAIRS AND ASSESS A CLAIM AGAINST THE APPLICANT AND/OR RESPONSIBLE PARTY. NO NEW PERMITS SHALL BE ISSUED TO THE PERMITTEE UNTIL SUCH CLAIM HAS BEEN SETTLED.
17. NO ACTIVITY SHALL BE STARTED UNTIL AN AUTHORIZED REPRESENTATIVE OF THE CITY HAS GIVEN NOTICE TO THE PERMITTEE TO PROCEED. PERMITTEE SHALL NOTIFY THE CITY TO SCHEDULE A TIME FOR ROAD CLOSURE AND OPENING. IF THE WORK WILL PREVENT EMERGENCY TRAFFIC FROM TRAVELING THROUGH, ALL EMERGENCY SERVICES OFFICES MUST BE NOTIFIED.
18. A PERFORMANCE BOND IN THE FROM AND AMOUNT SET FORTH IN THE ROW POLICY MANUAL IS REQUIRED FOR THE PROTECTION OF THE CITY.
19. THE PERMITTEE SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY FROM OR FOR ANY AND ALL LOSSES, CLAIMS, ACTIONS OR JUDGEMENTS FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY AND LOSSES AND EXPENSES CAUSED OR INCURRED BY THE PERMITTEE, ITS OFFICERS, EMPLOYEES AND AGENTS AND AS PROVIDED IN GENERAL PROVISION #4 OF THIS PERMIT.
20. THE PERMITTEE SHALL MAINTAIN, AND BY ITS ACCEPTANCE OF THIS PERMIT SPECIFICALLY AGREES THAT IT WILL MAINTAIN THROUGHOUT THE TERM OF THIS PERMIT, LIABILITY INSURANCE FOR ANY AND ALL LOSSES, CLAIMS, ACTIONS OR JUDGEMENTS FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY AND LOSSES AND EXPENSES CAUSED OR INCURRED BY ITS OFFICERS, EMPLOYEES AND AGENTS. THE CITY SHALL BE A NAMED INSURED IN AN AMOUNT EQUAL TO THE CURRENT LIABILITY COVERAGE CARRIED BY THE CITY IN ACCORDANCE WITH ITS INSURANCE COVERAGE FOR CLAIM MADE UNDER THE IDAHO TORT CLAIMS ACT AND IDAHO'S WORKER'S COMPENSATION LAW. THE LIMITS OF INSURANCE SHALL NOT BE DEEMED A LIMITATION OF THE PERMITTEE'S COVENANT TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY FROM SUCH LOSSES, CLAIMS, ACTIONS OR JUDGEMENTS, AND IF THE CITY BECOMES LIABLE FOR AN AMOUNT IN EXCESS OF THE INSURANCE LIMITS HEREIN PROVIDED, THE PERMITTEE COVENANTS AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY FROM ANY AND ALL SUCH LOSSES, CLAIMS, ACTIONS OR JUDGEMENTS OR EXPENSES FOR DAMAGES OR INJURY TO PERSONS OR PROPERTY.
21. THE INSURANCE POLICIES OBTAINED BY THE PERMITTEE IN COMPLIANCE WITH THIS SECTION MUST BE APPROVED BY THE CITY, AND SUCH INSURANCE POLICY, ALONG WITH WRITTEN EVIDENCE OF PAYMENTS OF REQUIRED PREMIUMS, SHALL BE FILED AND MAINTAINED WITH THE CITY DURING THE TERM OF THIS PERMIT; OR IN LIEU OF AN INSURANCE POLICY, THE PERMITTEE MAY SUBMIT AND KEEP ON FILE WITH THE CITY DURING THE TERM OF THIS PERMIT A CURRENT CERTIFICATE OF INSURANCE SHOWING COMPLIANCE WITH THIS SECTION, BUT SAID CERTIFICATE OF INSURANCE MUST DISCLOSE THAT THE CITY IS A NAMED INSURED, THE POLICY PERIOD, AND THAT THE PREMIUM HAS BEEN PAID FOR THE POLICY PERIOD.