



## Application for Right of Way Permit

Applicant / Utility Company: \_\_\_\_\_

Contractor / Installer: \_\_\_\_\_ Utility Type: \_\_\_\_\_

Project Mngr / Primary Contact: \_\_\_\_\_ PH# \_\_\_\_\_

Email: \_\_\_\_\_ 24-Hour Emergency Contact: \_\_\_\_\_

Onsite Contact: \_\_\_\_\_ PH# \_\_\_\_\_

Emergency Repair      Maintenance / Service Upgrade      New Installation / Expanded Service

Location (attach map): \_\_\_\_\_

Tentative Start Date: \_\_\_\_\_ Tentative End Date: \_\_\_\_\_

### Description of Installation:

\_\_\_\_\_ I/We have received a copy of the General Conditions for a Work in the Public Right of Way permit and understand that failure to comply with these general conditions may result in suspension of the this and future right of way permits.

\_\_\_\_\_ The following Items are attached:

- ☐ Certificate of Insurance
- ☐ Location Map(s)\*

**Note:** Construction Drawings, site and traffic control plans may be required.

Signature \_\_\_\_\_ Company /Title \_\_\_\_\_

Name (print) \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY:

Permission is hereby granted for the above installation in accordance with current City of Mount Vernon Ordinance and Code of Iowa and by Resolution of the City of Mount Vernon for the regulations, specifications and/or conditions set forth therein.

Approved   Denied   Approved by \_\_\_\_\_ Date: \_\_\_\_\_

Permit # \_\_\_\_\_

## **General Conditions for Work in the Public Right of Way**

1. Permits from the City are required before any utility installation can be made.
2. All permit holders must submit a Certificate of Liability Insurance with City named additional insured and a Hold Harmless Agreement.
3. Any and all subcontractors of the permit holder must submit a Certificate of Liability Insurance with City named additional insured and a Hold Harmless Agreement.
4. Utility poles placed within the city rights-of-way may be used by the City for placing road signs.
5. Utility poles placed within the city rights-of-way must be placed outside of the clear zone. Clear zones vary based on surface type and speed limits and may be verified with the City Administrator. Poles shall be located to provide sight distance at intersections. (Minimum -5 feet from edge of the road, 3 feet from sidewalk)
6. Any open trenches in the roadway embankment must be completely backfilled with Class A Crushed rock in no more than six-inch (6") lifts, and each lift thoroughly compacted before the next lift is placed.
7. Underground installations must be placed a minimum of twenty-four inches (24") deep in the right-of-way.
8. In the case of roads with hard surfaces, (sealcoat, asphalt or portland cement concrete) open cuts will not be permitted until specific permission is received from the City Administrator.
9. All time loss encountered by City crews due to utility installations will be charged to the permit holder involved. All repair work performed by City crews, which was necessary because of the installation of utilities, will be charged to the permit holder.
10. The City assumes no responsibility for damages to the applicant's property occasioned by any construction or maintenance operations on said roadway, including new or additional right of way acquired in connection therewith, subsequent to the building of the said facility.
11. The applicant shall take all reasonable precaution during the construction of said facility to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall save the City harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners of such construction operations.
12. Proper warning signs and/or devices shall be used to alert the traveling public when men and/or machines are working within the right-of-way. Such warning shall be in conformance with the current Manual on Uniform Traffic Control Devices for Streets and Highways.
13. The applicant shall hold the City harmless from any damage that may result to said roadway because of the construction or maintenance of said facility and shall reimburse the City for any expenditure that the City may make on said roadway on account of said applicant's installation.
14. The applicant agrees to give the City forty-eight (48) hours notice of its intention to start construction in city right of way.

15. All maintenance activities shall conform to City rules, ordinances & policy as applicable and shall be coordinated to the extent possible with City maintenance and construction plans.
16. The City retains the right to require the removal or relocation of any Facilities from the Rights of way if necessary, in the reasonable judgement of the City and reasonable notification, for any public or municipal purpose or project.
17. When given notification, the Company shall relocate or remove the proposed improvements and facilities existing or constructed within city right of way at no cost to the city; in the event that said relocation or removal is required, for any public or municipal purpose or project.
18. If, upon notification, the utility owner does not remove or relocate the Utility, the City, or a contractor employed by the City, shall remove or locate the Utility at the Utility owner's expense. The City, and/or the Contractor shall not be held liable for any damage to the Utility.
19. Facilities shall be constructed in a safe manner and to applicable codes, and shall be located, installed and maintained so that none of the Facilities endanger the lives, health, or safety of persons, or interfere with any public Right of way improvements the City have in place or may deem proper to make.
20. All facilities shall be located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.
21. All construction, excavation maintenance and repair work done by the Parties shall be completed in a good workmanlike and expeditious manner which minimizes the inconvenience to the general public and individuals.
22. The City shall have the right to inspect all construction or excavation work to insure compliance with applicable codes and permits, and may order corrective work when necessary.
23. The Company shall construct, install, operate, maintain, and remove all utility improvements and proposed facilities in a good workmanlike manner at its sole cost, risk, and expense. The Company shall be solely responsible for providing maintenance support for all proposed facilities and improvements.