



CITY OF POCATELLO
PO Box 4169, 911 North Seventh Avenue
Pocatello, Idaho 83205

**RIGHT-OF-WAY & EASEMENT WORK FOR
UTILITIES AND ENCROACHMENTS**

Fee: _____

Date: _____

Erosion and Sediment Control (ESC) Certificate Holder's Name

ESC Certificate Holder's Number

Owner:

Contractor:

Name/Firm

Name/Firm/License No.

Mailing address

Mailing address

City and Zip Code

City and Zip Code

Telephone (work/cell/home)

Telephone (work/cell/home)

Site Address/location: _____

- Overhead Utility Underground Utility Road Cut Other

Description of Work: _____

Start Date: _____

Estimated Completion Date: _____

Notice: The permit shall not be valid for excavation until, or unless, the provisions of Idaho Code Title 55, Chapter 22 have been complied with. Prior to excavation, call one number location service 811.

THE FOLLOWING INFORMATION MUST ACCOMPANY THIS PERMIT APPLICATION TO BE COMPLETE.

1. All required fees and other specified plans and descriptions must be paid and/or filed accompanying your application.
2. Provide a scaled legible plan showing all pertinent information (minimum size 8.5"x11").
3. Provide Erosion and Sediment Control Plan and narrative explaining the implementation of Best Management Practices (BMP's).
4. Provide Traffic Control Plan, may need a permit for road closure. (see street applications)
5. A schedule of the work being performed and listing all subcontractors required to complete said work.
6. If any of the above items are not included an explanatory statement regarding the missing information must be provided.
7. See reverse side for General Provisions.

I hereby acknowledge that I have read this application and state that the above information, including all submitted materials, is correct and I agree to the above terms and conditions. I further agree to abide by any and all conditions that may be required for my use of this site. I also understand that non-conformance with these conditions in a timely manner will result in automatic forfeiture of my permit. I acknowledge that I have the authority to execute this application. I also certify that I am the authorized utility company representative and request permission to construct the above facilities within the roadway right-of-way in accordance with the general provisions on the reverse side of this form, the special provisions, and the plans made part of this permit application. APPROVAL OF THIS PERMIT DOES NOT ALLOW ANY DAMAGE TO OCCUR TO ANY EXISTING CITY RIGHTS-OF-WAY.

Signature of Owner: _____

Date

Signature of Contractor: _____

Date

General Provisions

Plans shall be legible and scaled, showing items such as but not limited to;

- a. ID all existing and proposed utilities on the map
- b. Details on trench work
 - i. 32-inch minimum bury depth.
 - ii. Tracer wire if applicable and/or utility warning dig tape.
 - iii. Special consideration and detail for utility crossings i.e. separation requirements, concrete encasement requirements.
 - iv. Surface restoration i.e. compaction requirements, concrete, asphalt, etc.
 - v. Warranty for trench settling and workmanship.
 - vi. A legend or key.

Erosion and Sediment Control plan and narrative;

- a. All aspects of the project shall be managed in accordance with the Federal Construction General Permit (CGP) and/or the Pocatello Erosion and Sediment Control Ordinance (section 8.44 Pocatello, Idaho City Code).
- b. All aspects of the project shall be managed in accordance with good housekeeping practices for construction, trash, debris, and building materials.
- c. Provide Erosion and Sediment Control (ESC) Certificate Holders Name and ESC Certificate Holders Number.

Contractor shall have all necessary and required licensing and bonding to work within the public right-of-way and shall be responsible for;

- c. Calling for inspections (This includes all concrete, asphalt, sewer, water, and storm work).
- d. Record drawings.
- e. Make ties to known monuments as well as preserve said monuments (if existing monuments are disturbed or removed the permittee shall be responsible to restore said monuments by a licensed surveyor at the permittee's expense).

Provide proof of ownership of the conduits or structures that will be used or accessed. If not owned, then provide proof of permission granted to use or access. Provide emergency contact and/or maintenance personal numbers responsible for ongoing issues. Provide electronic p-line design and data that can be imported to City GIS data base.

All utilities must be installed under any culverts they cross.

Permittee shall notify the City of Pocatello to schedule a time for road closure and opening. If the work will prevent traffic from traveling through, then road closed protocol shall be followed and notifications made by the contractor.

During the progress of the work, 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. Parked equipment and stored materials shall be as far from the travel way as feasible. Items left overnight within 30 feet of travel way shall be marked and/or protected.

Work that partially or completely restricts any street, sidewalk or alley shall submit, for review and approval a traffic control plan prior to any work starting. The permittee shall provide 24-hour advanced notice before starting work on all residential streets and a 72-hour advanced notice for all collectors and arterial streets. In addition, it will be necessary to make the following notifications (including location, date, time and duration of closure that was approved);

- a. City Media Group for press releases (Mayor Office)
- b. Engineering and Street Operations Department
- c. Pocatello Regional Transit
- d. Emergency services: (208) 234-5245
- e. School District
- f. Businesses and residents immediately affected

The permittee shall defend, indemnify, and save harmless the City of Pocatello, its officers, agents, and employees from any and all claims, demands, costs, expenses, or liability that relate in any way to this permit, including, but not limited to, any act or omission on the part of the permittee, or of agents, employees, or independent contractors directly responsible to the permittee; including, but not limited to, any defects, flaws, or errors in the design or performance of any work under this permit, providing further that the foregoing shall apply to any acts, or omissions to act, committed jointly or concurrently by the permittee, the permittee's agents, employees, or independent contractors, and the City, its agents,

employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the permittee to indemnify the City against any responsibility or liability.

If there is more than one permittee subject to the terms of this permit, then all of the terms of this permit shall bind the permittee individually and collectively, and said permittee shall be individually and collectively liable therefore.

All portions of the right-of-way, and all adjacent areas directly affecting such (including the replacement of suitable materials and/or the planting of vegetation), if disturbed by work pursuant to this permit, shall be restored within 72-hours unless an alternate schedule has been approved by Development Engineer. Curb, gutter, sidewalk, and asphalt restoration standards are outlined in the "City of Pocatello Design Principles and Standards" and can be found on the City Website.

If work done under this permit interferes in any way with engineered, natural, or other drainage, the permittee shall wholly and at permittee's own expense make such provision as the City of Pocatello may direct to take care of said drainage.

On completion of said work herein contemplated, all rubbish and debris including but not limited to; concrete, asphalt, rocks, soil, and vegetation, shall be immediately removed and the roadway and roadside shall be left neat and presentable to the satisfaction of the City of Pocatello.

All of the work herein contemplated shall be done to conform to current government and industry standards under the review and to the satisfaction of the City of Pocatello and the entire expense of said review shall be borne by the permittee.

The City of Pocatello 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.

This permit shall not be deemed or held to be an exclusive one, and shall not prohibit the City of Pocatello from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the City of Pocatello from using any of its public rights-of-way, 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. This permit is granted with the understanding that this action is not to be considered to establish a precedent concerning any kind of encroachment within the City right-of-way or easement.

The City of Pocatello 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 neglect, fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity.

The permittee shall maintain, at permittee's sole expense, the structure or subject for which this permit is granted.

If trench or pavements settlement should occur within two years from the date of installation, repairs shall be made by the permittee as directed by the City of Pocatello at no cost to the City of Pocatello. If the permittee fails to make the necessary repairs the City of Pocatello will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claim has been settled.