



**RIGHT OF WAY  
INSURANCE & BOND REQUIREMENTS**

|   |  |   |
|---|--|---|
| <b>BONDS –<br/>(not need for<br/>banners)</b> | Payable to the City of Lewiston, specific<br><br>Construction/Maintenance :<br>Continuous bond to cover work for 2 years<br>from date of last right of way permit issued                                   | \$5,000<br>(CONTINUOUS)   |
| <b>INSURANCE -</b>                            | <b>LIABILITY – GENERAL</b><br>Bodily injury, each occurrence<br><br>Property damage, each occurrence<br><br><b>Auto Liability</b> , per person<br><br>Bodily injury, per occurrence<br><br>Property damage | \$300,000<br><br>\$100,000<br><br>\$100,000<br><br>\$300,000<br><br>\$100,000 |
| <b>WORKMANS’S<br/>COMP</b>                    | If no employees a waiver needs to be signed,<br>Document is attached in this packet  | \$100,000   |

Banners – 30 days coverage needed (if coverage is less than above, see Public Works Director.)  
No performance bond needed for banners.

**Public Works Department  
City of Lewiston  
PO Box 617  
215 D Street  
Lewiston, ID 83501  
Phone: (208) 746-1316  
Fax: (888) 397-8634**

**NOTICE:** A Right of Way Permit IS NOT Authorization to Proceed With Work. City Notification and Authorization is required to Construct, Reconstruct and/or Repair in the Right of Way. City Code Section 31-12, 31-13, 31-14, 31-15.  
All New Construction Requires a City Approved Set of Plans from an Engineer.

## INSTRUCTIONS FOR RIGHT OF WAY APPLICANTS

Applicants for permits to occupy city property with utilities, or holders of granted franchise right contemplating work upon, along, over, under across any City road, bridge, wharf, trestle, public place, street, avenue or alley on property in the City, shall first file with the Department of Public Works his/her application to do such work.

Such applications shall be in duplicate and, may be required to be accompanied with drawings and/or specifications also in duplicate as required by the Department of Public Works. Drawings shall be to a working scale, showing position and location of work, names or numbers and width of road, streets, etc., showing their location in plats or subdivisions of sections, township, and range; showing the relative position of such work to existing utilities constructed, laid, installed, or erected upon such roads, streets, or public places.

The applicant shall specify the type of construction by submitting plans showing the class of material and the manner in which the work is to be accomplished. Concrete for curbs, gutters, and sidewalks shall be tested for air content, slump, and compressive strength when the lineal footage exceeds 200ft for commercial and residential properties. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction installation, erection of temporary structures, traffic turnouts, road obstruction, barricades, etc., shall meet with the current standards and specifications of the City of Lewiston, and shall require approval by the Department of Public Works. Signing, barricades, and traffic control in the vicinity of the work require a traffic control plan to be submitted to the engineering dept for review **at least 48 hours** prior to commencement of the proposed work and shall strictly conform, with the most recently adopted version, to provisions of "The Manual of Uniform Traffic Control Devices for Streets and Highways." The applicant shall pay to the City all costs of, and expenses incurred in the examination, inspection, and supervision of such work on account of the granting of said permits.

The actual location of the work to be done under this permit, its depth below or above surface or grade of any City structure, road, street, avenue, alley, or public right-of-way, shall be approved by the Department of Public Works before any work shall be done by the petitioner. **Permittee is responsible for the work done for a period of 2 years from the date of the final inspection.**

### PERMIT CONDITIONS

1. The permittee designated herein as the grantee, his/her successors and assigns, shall have the right and authority to enter upon the right-of-way of the City road, street, alley, public place, or structure as indicated on the attached permit form.
2. The location, type of work, materials, and equipment used, manner of erection or construction, safeguarding of public traffic during work or after doing same, shall be approved by the Department of Public Works prior to start of work and shall be subject to the inspection of the Department of Public Works so as to assure proper compliance with the terms of this permit. Applicant is required to schedule inspections **48 hours** prior to inspection, including form work.
3. The grantee shall commence work within 30 days after the granting of this permit. If, at the end of date stated in the right-of-way use permit, then the rights herein conferred shall cease and terminate.
4. The grantee shall leave all roads, streets, alleys, public places and structures after installation and operation or removal of utility, in as good and safe a condition in all respects as same were in before commencement of work by grantee.
5. In case of any damage to any roads, streets, public places, structures, or public property of any kind on account of said work by the grantee, he will at once repair said damage at his/her own expense.
6. The Department of Public Works, his/her agents, or representatives may do, order, or have done any and all work considered necessary to restore to a safe condition any street, alley, public place, or structure which is in a condition dangerous to a life or property resulting from the Grantee's facility or its installation as permitted herein, and upon demand, the grantee shall pay to the City all costs of such work and material.
7. If at any time the City deems it advisable to widen, grade, re-grade, plank, pave, improve, alter, or repair any road, street, public place, or structure, the grantee upon written notice by the Department of Public Works, his/her representatives or agents, will, at his/her own sole cost and expense, raise, lower, change, move, or reconstruct such installations to conform to the plans of work contemplated or ordered by the City.
8. If upon written notice by the Department of Public works the grantee fails to relocate any portion or the entire project as granted under this permit, the City, its agents, or representatives, may do the work at the cost and expense of the grantee, and all costs to remove or reconstruct same shall be borne by the grantee.
9. All such changes, reconstruction, or relocation by the grantees shall be done in such manner as will cause the least amount of interference with any of the City's work and shall be subject to the same provisions which control an original installation. The City shall not be held liable for any damage to the grantee by reason of any such work by the City, its agents, or representatives.
10. This grant or privilege shall not be deemed or held to be an exclusive franchise, nor prohibit the City from granting other permits for 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, public places for any and all public use, or affect its jurisdiction over all or any part of them.
11. All the provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.
12. The Department of Public Works may revoke or terminate this permit if grantee 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 him/her or if the work herein permitted, is not installed or operated and maintained in conformity herewith or at all.
13. The Lewiston City Council may at any time change, amend, modify, amplify, or terminate any of the conditions herein enumerated so as to conform to any state statute or City regulation pertaining to the public welfare, safety, health, or highway regulations as are, or may hereinafter be enacted, adopted, or amended, etc. The Council may terminate this permit if grantee fails to comply with any such changes.
14. Petitioner, by accepting this permit, agrees to notify and check with all utilities regarding their installations before commencing work, together with private property owners when such property is liable to be injured or damaged through the performance of such work, and the applicant shall make all necessary arrangements relative to the protection of such property and/or utilities. Petitioner shall have all utilities located prior to commencement of work and shall be prepared to provide the locate ticket number when applying for a right of way permit.
15. In accepting this permit the petitioner, his/her successors and assigns agrees to protect and save harmless the City from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation, or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance, and operation or by the improper occupancy of rights of way or public place or public structure, and in case any such suit or action is brought against said City for damages arising, out of or by reason of any of the above causes, the petitioner, his/her successors, or assigns will upon notice to him/her or commencement of such action defend the same at his/her sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined if adversely to the City.



BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and the \_\_\_\_\_ a corporation organized under the laws if the State of \_\_\_\_\_ and authorized to transact the business of surety in the State of Idaho as surety, are held and firmly bound unto the \_\_\_\_\_ unto the just and full sum of \_\_\_\_\_ (\$ \_\_\_\_\_), for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, joint and severally, firmly by these presents.

Sealed with out seals, and dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the above bounded principal has applied to the City of Lewiston for a permit to work within the Public Right-Of-Way pursuant to the terms of Chapter 31 of the City Code and any amendments thereto, and is required by the terms of said Chapter 31, NOW, THEREFORE, if the said permittee shall fully comply with all provisions of Chapter 31 and any amendments thereto, then written notice shall be given by the City to void the obligation of the bond this obligation to be void: otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that the aggregate liability of the Surety on this bond shall be limited to the amount specified in the bond. This bond may be cancelled by the Surety by Ten (10) days written notice thereof to the \_\_\_\_\_.

This bond has been issued to comply with Ordinance No, 31-7 & 8 and may be continued by the surety by issuance of a Continuation Certificate signed by the Surety.

PRINCIPAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

SURETY: \_\_\_\_\_

ATTORNEY-IN-FACT: \_\_\_\_\_



## Request for Right of Way Permit

Today's Date: \_\_\_\_\_ Date Work Will Be Done: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Work Location/Address: \_\_\_\_\_

Street or Alley (Circle One)

Which Side of Street: North South West East (Circle all applicable)

Type of Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

| Select: | Base Fee                                   | Applies to all permits |
|---------|--|------------------------|
|         | Pave Driveway Sq. Ft.                      | _____                  |
|         | Paved area in ROW                          | _____                  |
|         | Approach Width @ ROW                       | _____                  |
|         | Aerial Length                              | _____                  |
|         | Trench Length                              | _____                  |
|         | Push Length                                | _____                  |
|         | Street Cut Length/Width                    | _____                  |
|         | C/G/SW Length                              | _____                  |
|         | Manhole Extension                          | _____                  |
|         | Main Line Length                           | _____                  |
|         | Bellhole Quantity _____ Length/Width _____ |                        |

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**To:** Right of Way Permit Technician

**Date:**

**Subject:** Workmen's Comp Insurance

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**I do not have any employees working for me at this time.**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_