



**CITY OF MIDDLETON**  
 P O Box 487, MIDDLETON, ID 83644  
 208-585-3133, Fax: 208-585-9601  
 WWW.MIDDLETON.ID.GOV

Date Received: \_\_\_\_\_  
 Received by: \_\_\_\_\_  
 Fee paid: \$ \_\_\_\_\_

<b>DATE:</b>	<b>NAME:</b>	Office Use Only	
<b>JOB:</b>	<b>COMPANY NAME:</b>		
		<b>Fee \$75/day</b>	
<b>JOB LOCATION:</b>	<b>COMPANY ADDRESS:</b>	Reinspection Fee: \$50/per inspection	
		Deposit Homeowner: \$500	
		Deposit Single Lot/Area: \$2,000	
<b>COMPANY PHONE:</b>		Deposit Multiple Lots/Areas:	
		\$4,000	

<b>UTILITY:</b> (Check One)	Distance from Center Line:	ROW Line:
Overhead	Angle of Crossing:	Potential:
Underground	Size of Pipe:	Pressure:
Surface	Vertical Clearance:	Depth:

**Attach map of work to be performed, and traffic control plan.**

**Description of Work to be Performed and an Estimate of the number of days will be working in right-of-way.**

I certify that I am the authorized company representative and request permission to construct the above facilities within the City of Middleton right of way in accordance with the General Provisions attached with this form. The special provisions and the plans are made a part of this permit.

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<b>Signature Name</b> (sign above)	<b>Print Name</b> (print above)	<b>Date</b>
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Special Terms and Conditions:

Permission is hereby granted to the above named applicant to perform the work described above according to all approved application materials, terms, conditions shown on this form and attachments.

<b>APPLICATION APPROVAL</b>	<b>INSPECTION APPROVAL</b>
	<b>Final Inspection Date(s):</b> _____
<b>Public Works</b>	
<b>Date:</b>	<b>Public Works</b> <span style="float: right;"><b>Date</b></span>

CITY OF MIDDLETION  
APPLICATION & R.O.W. PERMIT

The following must be included with this application: (Check to confirm attached.)

- 1. **Homeowner Refundable Deposit** \$500 cash or check
- 2. **Certificate of Liability Insurance** (Contractor Only)  
Showing at least \$500,000 Personal Injury and \$1,000,000 General Aggregate. We reserve the right in more sensitive locations to request higher limits.
- 3. **Refundable Deposit** (Contractor Only)  
Work in Right-of-Way single lot or area: \$2,000.  
Work in Right-of-Way multiple lots or areas: \$4,000  
*The deposit can be paid with **Cashier's Check or Letter of Credit**.* The deposit shall be kept on file with the Middleton City Clerk and refunded upon completion and satisfactory final inspection of the project.
- 4. **Inspection Fee -**  
Work in Right-of-Way Permit - **\$75/day**

**Date**

**Work Schedule**

Work Begins

Work Completed

End of Warranty Period (to be modified accordingly based on actual completion of work)

**NOTES:**

- A) An inspection of the proposed location of improvements (with appropriate pre-marking) shall be requested of the Public Works Supervisor prior to the issuance of any permit.
- B) All trench repair/backfill shall be in accordance with ISPWC standards.
- C) Compaction tests shall be completed in accordance with ISPWC and submitted to the City.
- D) **No Paving** will be allowed in City Rights of Way after **October 15 or below the temperature as required by ISPWC**. All paving will be inspected and completed in accordance with ISPWC Standards.
- E) **No Construction** will be allowed in Public Right of Way after **November 15**. All completed construction will be accompanied by an approved inspector's report.
- F) The Public Works Supervisor will determine **spring** start updates.
- G) Contractors' hours of operation will be 7:00 a.m. to 4:00 p.m. Monday through Friday.
- H) In any case of street cuts, the permittee shall be required to back fill street cut and provide at least a temporary surface repair within 48 hours of opening such cut. Upon back filling any street cut and allowing access of such area to the public, the surface of such cut shall be kept in a maintained condition by the permittee until permanently restored.
- I) If driveway approach culverts are required. The Public Works Department shall approve the culvert size, which in any event shall not be less than **12 inches in diameter**.
- J) Reasonable notification to the public and the Fire Department – Quick Response of City service disruption (water, sewer, and traffic) is contractor's responsibility.

**CONTRACTOR INFORMATION SHEET**

**Please fill in the following information:**

(Date completed: \_\_\_\_\_ )

COMPLETE NAME OF COMPANY/CONTRACTOR:			
<b>CORPORATION</b>	<b>PARTNERSHIP</b>	<b>JOINT VENTURE</b>	<b>PROPRIETOR</b>
MAILING ADDRESS:			
OFFICE PHONE:		EMERGENCY PHONE (24 hrs):	
PERSON(S) TO CONTACT:			
NAME OF LOCAL LIABILITY INSURANCE COMPANY:			
AGENT'S NAME:			
MAILING ADDRESS:			
OFFICE PHONE:		EXTENSION NO:	
PERSON(S) ALLOWED TO SIGN FOR PERMITS:			
NAME:		TITLE:	
TYPE OF WORK PERFORMED BY YOUR COMPANY			
<b>CONCRETE WORK</b>		<b>ASPHALT WORK</b>	
DRIVEWAY APPROACHES		DRIVEWAY TIE-INS	
SIDEWALKS		ALLEYS	
CURBS & GUTTERS		STREETS	
EXCAVATION ONLY (ON THOSE ITEMS MARKED ABOVE)			
WATER LINES		SEWER LINES	
OTHER WORK AS SPECIFIED:			

GENERAL PROVISIONS

1. During the process of the works such as 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.
2. In accepting this permit, the permittee, its successors and assigns agree to hold the City of Middleton harmless from any and all liability on account of the erection, installation, construction, maintenance or operation of the facilities located under this permit.
3. Except as herein authorized, all underground crossings shall be bored or jacked. No excavation shall be made or obstacle placed within the right of way of the City of Middleton in such a manner as to interfere with travel over said roadway.
4. Any disturbance of the traveled surface of the road and/or traffic control devices shall be restored to the satisfaction of the Public Works Supervisor.
5. If the work done under this permit interferes in any way with the drainage of the roadway, the permittee shall wholly and at his own expense make such provision as the Public Works Supervisor may direct to provide for said drainage.
6. On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable to the satisfaction of the Public Works Supervisor.
7. All of the work herein contemplated shall be done to conform with current government and industry standards under the supervision and to the satisfaction of the Public Works Supervisor and the entire expense of said supervision shall be borne by the permittee.
8. The City hereby reserves the right at any time in the future 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, unless such structure(s) or facility(ies) have been located pursuant to the special provisions.
9. All such changes, reconstruction or relocation by the permittee shall be done in such a manner as will cause the least interference with any of the functions of the City of Middleton.
10. This permit or privilege granted under MCC shall not be deemed or held to be an exclusive one and shall not prohibit the City of Middleton 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 Middleton 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.
11. 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 neglect, fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity herewith.
12. The permittee shall maintain at its sole expense the structure or subject for which the permit is granted.
13. Adequate drawings or sketches shall be included showing the existing and/or proposed location of the facility with respect to the existing and/or planned location of the road improvement, the traveled way, the rights of way lines, and where applicable, the control of access lines and approval access points.
14. If trench or pavement settlement should occur within two years from the date of installation, repairs shall be made by the permittee as directed by the Public Works Supervisor at no cost to the City. If the permittee fails to make the necessary repairs, the City will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claim has been settled.
15. No work shall be started until an authorized representative of the Public Works Department has given notice to the permittee to proceed.
16. A cashiers check or letter of credit in the amount of \$\_\_\_\_\_ is required for the protection of the City of Middleton as set forth in the terms of the bond.
17. Any replacement of, addition to, or change in the facility granted by this permit shall require a new permit prior to initiation of such work.

PERMIT TO BE VOIDED IF WORK NOT COMPLETED BY \_\_\_\_\_.