



Fiber / Utility Installation & Maintenance Permit

Name Address Phone Email

Applicant: _____

Facility Owner: _____

Contractor: _____

Bond on File : Yes No Not Applicable Bond Expiration Date: _____

Insurance Certificate on File : Yes No Not Applicable

Work in:(Street) _____ Paved Unpaved Parkway

From: (Street) _____ To: (Street) _____

Address Served: (If Applicable) _____

Start Date: _____ Completion Date: _____

Project Description: _____

Type of Work: _____

- A map showing the work area and proposed traffic control must be attached to the application.

By signing the permit below, the Permittee acknowledges the rules, regulations & City Code pertaining to this permit. The Permittee also agrees to defend, indemnify, and hold harmless the City, its employees, and agents from all suits, actions, damages, or claims to which the City may be subject to, of any kind or nature whatsoever, resulting from, caused by, or arising out of the Permittee's use or occupancy of the public right-of-way authorized by this permit.

Applicant Signature _____ Date _____

Glenn Ellis _____ Date _____
City Engineer

FOR OFFICE USE ONLY

Date Submitted: _____ Permit/Resolution No. _____

Engineer Review: _____ Date: _____

Utility Review: _____ Date: _____

Communication Review: _____ Date: _____

Permit Fee: New Installation \$250.00 Emergency/Maintenance Requiring Excavation \$85.00

Check Cash Credit Card

PUBLIC WORKS DEPARTMENT 405 6th Street • P.O. Box 447 • Sioux City, IA 51102 WEB www.sioux-city.org

ADMINISTRATION
PH 712-279-6222
FAX 712-279-6850

WATER TREATMENT
PH 712-279-6156
FAX 712-279-6179

WASTE WATER TREATMENT
PH 712-279-6916
FAX 712-279-6191

ENVIRONMENTAL SERVICES
PH 712-279-6349
FAX 712-279-6850

ENGINEERING
PH 712-279-6324
FAX 712-279-6249

FIELD SERVICES
PH 712-279-6886
FAX 712-279-6412

RECREATION SERVICES
PH 712-279-6126
FAX 712-279-6194



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STANDARD PERMIT CONDITIONS

The applicant agrees that if granted a permit for obstruction/excavation in the public right-of-way as described in the permit application, the following stipulations shall govern in addition to those included in Chapter 12.05 of the Sioux City Municipal Code.

- No public right-of-way shall be closed without notice and consent of the Public Works Department. Notice shall be at least ten (10) days in advance of any closing. Applicant is responsible for notifying the properties adjacent to the closure via door hangers. Street Closures shall be at no expense to the City.
- The contractor must schedule a preconstruction meeting with City Engineering staff prior to construction to provide information concerning the construction methods, traffic control plan, construction schedule, and impacts to the City's right-of-way. The contractor must also provide City Engineering with a construction plan showing handholes, conduit locations, and other appurtenances that will be installed in the City's right-of-way.
- Applicant/contractor shall comply with all city ordinances regulating construction in the public right-of-ways during any maintenance activities on the buried utility system. Applicant agrees to comply with all other ordinances and any amendments thereto of the City regulating the use and occupancy of public right-of-way including, but not limited to, Chapter 12.05 of the Sioux City Municipal Code. Construction work shall conform to the current edition of SUDAS and the City of Sioux City Supplement to SUDAS. See Section 7040 regarding pavement patching requirements. All street patching shall use Iowa DOT Class M concrete mix.
- The applicant shall notify Iowa One Call (IOC) at 1-800-292-8989 or www.iowaonecall.com for utility locates prior to excavation. IOC requires 48 hour notification.
- No excavation in the traveled portion of the public right-of-way shall be left opened and with no work in progress for more than five (5) days. No excavation in the parkway shall be left opened and with no progress for more than ten (10) days.
- When an emergency excavation is necessary, a permit application shall be submitted at the earliest opportunity after the work has started, no later than the next business day.
- Contractor shall furnish, erect and maintain the necessary traffic controls such as signs, barricades, flaggers, etc. as required by the City. Traffic controls provided shall be in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) as adopted by the Iowa Department of Transportation.
- A complete set of "as built" construction plans in paper and electronic format shall be filed with the City's Engineering Division within fourteen (14) days after completion of the project.
- Applicant shall maintain with the City's Engineering Division a telephone number or numbers to call to locate buried cable and to receive emergency messages at any time.
- Applicant shall relocate any buried utilities, cable, etc. at its expense, to accommodate a public improvement in the public right-of-way.
- All surfacing shall be replaced to its original condition satisfactory to the Public Works Department. Grass surfaces may be seeded and mulched, sodded or treated with erosion mat as determined by the City Engineer or his/her designee. Paved areas will require passing density tests to be provided to City Engineering staff prior to being paved. The applicant shall assume the responsibility of maintenance costs for restoring any grassed areas, streets, driveways, and sidewalks due to settlement of the trenches or improperly restored improvements over such trenches for a period of (2) years, or until the area is reconstructed by the City, whichever is sooner.
- Applicant shall submit a surety bond in the amount of \$10,000 for all right-of-way obstructions/excavations that will likely cause damage to the right-of-way. The bond shall be signed by a good and sufficient surety company authorized to execute such bonds under the laws of the state and upon which service of process may be made in the State of Iowa. Action may be taken on the bond to recover costs associated with repairs to any damages caused to the right-of-way or City utilities, or if the applicant fails to make timely repairs and reopen the right-of-way.
- Applicant agrees to require all general contractors who may perform any work for Applicant under this permit to post a payment bond with a surety by a company licensed to do business in the State of Iowa guaranteeing payment of all subcontractors and suppliers of the general contractor. In the event Applicant does not comply with this paragraph, it shall become a personal guarantor of the general contractor's obligations. This requirement is specifically provided for the benefit of third parties.



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- Applicant shall submit a Certificate of Liability Insurance with the application. The amount of the insurance shall be a minimum of \$1,000,000 with a maximum deductible of \$5,000. The certificate shall name the City as an additional insured and shall include a copy of the endorsement naming the City as such.
- In the event that the Applicant fails to comply with the provision of the application, after having been given reasonable notice, the City may do such works as may be needed to properly repair such pavements, sidewalks, curbs and gutters or other portions of streets and public places and the cost thereof shall be repaid to the City by the Applicant. In cases where a cut or disturbance is made in a section of street paving or sidewalks, but causes greater disturbance than to just the area cut, rather than replace only the area cut, the Applicant shall replace that area as may be ordered by the Public Works Director. All work shall comply with the City's requirements for patch back and repair.
- Applicant shall defend at its own expense, in the name and on behalf of the City, and shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, whether caused or contributed to by the negligence of Applicant or the City, on account of injury or damage to any person or property, caused or occasioned or allegedly caused or occasioned, in whole or in part, by reason of or arising out of the construction, excavation, operation or maintenance of the buried cable permitted by this resolution. However, Applicant shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the sole negligence of the City. The duty of Applicant to defend and save harmless and indemnify the City shall extend to the officers, employees, elected officials, and agents of the City to the extent the City is obligated to defend, save harmless and indemnify by law.
- The applicant agrees to abide by the Supplemental Conditions (If Applicable) written below:
 Supplemental Permit Conditions (attach additional sheets as required): _____

This completed, signed and approved permit must be present at the project site while work is underway. Failure to produce this permit when requested can and will result in compulsory work stoppages.

Applicant's Initials