

Obtaining a Right of Way Obstruction Permit

This handout is strictly for informational purposes only and is intended to guide you through the steps required to obtain a permit for working in the right of way. Obstruction permits allow the holder to limit free and open passage over and use of the specified portion of the right-of-way for the placing of equipment and materials described in the permit on the right-of-way for the duration of time specified.

There are 3 requirements that need to be provided by the applicant prior to permit issuance. They are as follows:

Site Plan Requirements:

Site Plans are subject to review by the City’s Building and Traffic and Transportation Departments. Turnaround time is often same day to 24 hours.

Submit scaled drawings showing the location and area of the proposed project and the location of all existing and proposed equipment which states or identifies the following:

- a. The place, extent and purpose of the contemplated work including the identity of and location in the right-of-way at which an obstruction will be placed.
- b. The time when the work is to be commenced and the time it is to be completed.
- c. For whom and in connection with what abutting property, if any, the work is to be performed.
- d. The name of the person or contractor who will do the work, the person who will be in charge thereof, and the public registration number issued by the state labor commissioner pursuant to I.C. Ch. 91C for all contractors to be involved in the work for which the permit is sought.

Liability Insurance and Indemnification Requirements:

Subject to review by the City’s Risk Management Office for form and content. Turnaround time is approx. 2 days.

Refer to Municipal Code Sec. 102-709

For purposes of this handout, the term “City” shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf.

I. GENERAL PROVISIONS

- *Permitee* shall purchase and maintain insurance, as required below, throughout the duration of this Permit.
- Insurance companies may be either “admitted” or “non-admitted” to do business in the State of Iowa and shall have an A.M. Best Rating of B+ or greater.
- Insurance policies shall be written on an occurrence basis and in form and amounts and with companies satisfactory to the City, unless otherwise approved by the City.
- Certificates of Insurance evidencing insurance coverage shall be submitted to the City prior to commencement of activities authorized under this Permit and upon policy renewals throughout the duration of this Permit (*see Proof of Insurance below*).
- City shall receive 30 days written notification of cancellation of insurance.

II. INSURANCE REQUIREMENTS

A. Commercial General Liability Insurance

- Coverage – Bodily injury and Property Damage.
- Policy Form – Standard ISO Commercial General Liability Policy (CG 0001 with standard exclusions) or its non-ISO equivalent form.
- Limits – No less than a \$1,000,000 per occurrence and aggregate CSL.
 - An Umbrella or Excess Liability policy may be added, if necessary, to meet this limit.
- Policy must include –

(a) Contractual Liability	(d) Independent Contractors Coverage
(b) Premises and Operations	(e) Personal and Advertising Injury
(c) Products/Completed Operations	(f) Explosion, Collapse and Underground

B. Proof – Certificate of Insurance

- *Permitee* shall submit Certificate(s) of Insurance to:

*City of Des Moines, Iowa
Permit and Development Center
602 Robert D. Ray Drive
Des Moines, IA 50309
(For all obstructions associated with a building permit, excludes excavation)*

- Certificate(s) of Insurance shall specify:

“City of Des Moines, Iowa – Right-of-Way Obstruction Permits”

- SAMPLE CERTIFICATE - Complete Certificate(s) of Insurance as per the attached Sample Certificate.

III. INDEMNIFICATION PROVISIONS

To the fullest extent permitted by law, *Permitee* agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with *Permitee*'s use or occupancy of City right-of-way

Permitee's obligation to indemnify the City contained in this Permit is not limited by the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefit acts, or other employee benefit acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by *Permitee*, its officers, employees, subcontractors, and others affiliated with *Permitee*, arising out of or in any way connected or associated with *Permitee*'s use or occupancy of City right-of-way, except for and only to the extent caused by the negligence of the City of Des Moines, Iowa. (cont.)
(Indemnification Provisions cont.)

Permitee expressly assumes full responsibility for any and all damages to City property arising out of or in any way connected or associated with *Permitee*'s use of occupancy of City right-of-way including, but not limited to, the activities of *Permitee*, its officers, employees, subcontractors, and others affiliated with *Permitee*.

Permitee shall ensure that its activities on City property will be performed and supervised by adequately trained and qualified personnel and *Permitee* will observe, and cause its officers, employees, subcontractors and others affiliated with *Permitee* to observe all applicable safety rules.

IV. WAIVER OF SUBROGATION PROVISION

To the fullest extent permitted by law, *Permitee* hereby releases the City, its elected and appointed officials, its agents, employees and volunteers from and against any and all liability or responsibility to the *Permitee* or anyone claiming through or under the *Permitee* by way of subrogation or otherwise, for any loss without regard to the fault of the City or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of this Permit. The *Permitee*'s policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the *Permitee* to recover thereunder.

Surety Bond Requirements: (if required)

Subject to review by the City's Legal Department for form and content. Turnaround time is approx. 2 working days.

Surety bonds are required for right of way obstruction permits covering obstructions that will likely cause damage to the right-of-way. If the obstruction is likely to cause damage to the right-of-way, a \$5,000 surety bond will be required prior to issuance of the obstruction permit. Greater bond amounts may be required by the City Engineer when damages are likely to exceed \$5,000.

Examples of obstructions that **do not** require bonds include: Dumpsters and Traffic Barricades
Examples of obstructions that **do** require bonds include: Fencing that penetrates the street, cutting or removing pavement

Removal of the obstruction and restoration of any damaged City property shall take place before the expiration date of such obstruction permit or such extended time as may be granted by the city from your insurance agent.

See the attached "Surety Bond Review Checklist" for Surety Bond requirements.

Fees Associated with a Right of Way Obstruction Permit:

Obstruction permit fee per month (30 days) based upon the square feet of the total obstructed area:

Less than 500 square feet:	\$20.00 plus \$3.00 per 100 sq. ft or portion thereof.
500 or more, but less than 1,000 square feet:	\$20.00 plus \$4.00 per 100 sq. ft or portion thereof.
1,000 or more, but less than 5,000 square feet:	\$20.00 plus \$5.00 per 100 sq. ft or portion thereof.
5,000 or more square feet:	\$20.00 plus \$6.00 per 100 sq. ft or portion thereof.

Once all three criteria are met a permit may be obtained from the Permit Center.

You may contact the following departments with questions:

Permit & Development Center 515-283-4200

Traffic & Transportation 515-283-4973

Questions specific to Liability Insurance may be addressed to Risk Management at 515-283-4107

Or visit website for more information: www.dmgov.org

DATE (MM/DD/YY)

SAMPLE CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If this certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:	Contact Name:
	Phone: Fax:
	E-mail Address:
	Producer Customer ID#:
INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED: <h3 style="text-align: center;">XYZ INSURED</h3>	INSURER A: Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE #:** **REVISION #:**

NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH REFERENCE TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMM-GEN LIABILITY						DAM TO RENTED PREM \$
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (any one person) \$
	GEN AGGR. LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$1,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$1,000,000
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						COMB. SINGLE LIMIT (ea acc) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (PER ACC) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROP. DAMAGE (per acc) \$
	<input type="checkbox"/> UMBRELLA LIABILITY <input type="checkbox"/> OCCUR						
	EXCESS LIAB <input type="checkbox"/> CLMS MADE						EACH OCCURRENCE \$
	DEDUCTIBLE						AGGREGATE \$
	RETENTION \$						
	WORKERS COMP & EMPLOYER'S LIAB.						stat lmt other
Y/N?	<input type="checkbox"/> PROPRIETOR/PARTNER/EXECUTIVE/OF						EL ea accident \$
N/A	<input type="checkbox"/> FICER/MEMBER EXCLUDED?						EL Disease ea employee \$
	If yes, describe below:						EL Disease policy limit \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach additional sheet if more space is required)

CITY OF DES MOINES, IOWA RIGHT OF WAY OBSTRUCTION PERMITS

CERTIFICATE HOLDER	CANCELLATION
City of Des Moines, Iowa Permit and Development Center 602 Robert D. Ray Drive Des Moines, IA 50309	BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED AUTHORIZED REPRESENTATIVE



SURETY BOND REVIEW CHECKLIST RIGHT OF WAY OBSTRUCTION BOND

Sec. 26-304. Obstruction permit, bond, and insurance.

(b) Before an obstruction permit shall be issued, there shall be placed on file in the office of the building official proof of liability insurance and, if required, a surety bond as follows:

(2) If the city engineer or the city engineer's designee determines in their sole discretion that an obstruction permit applicant's proposed use of the right-of-way poses a risk of damage to the right-of-way, the city engineer or the city engineer's designee may require such applicant to post a surety bond before the obstruction permit is issued. Such bond, if required, shall be approved by the city engineer or the city engineer's designee; shall be in the minimum amount of \$5000.00 or such other amount determined by the city engineer or the city engineer's designee to be sufficient to cover the anticipated cost of damage to the right-of-way; and shall be conditioned to ensure removal of the obstruction and restoration of the right-of-way and all public improvements thereon by or before the expiration date of such obstruction permit or such extended time as may be granted by the building official.

The Surety Bond shall have the following information:

- _____ 1. Name of the insured (a/k/a Principal - Name of Company).
- _____ 2. Name of the Insurance Company (a/k/a Surety – Bonding Company)
- _____ 3. Name of the City of Des Moines, Iowa, as Obligee
- _____ 4. Bond Number
- _____ 5. Amount: \$5,000 SURETY BOND.
- _____ 6. Type of Bond (Right of Way Obstruction)
- _____ 7. Effective date of the bond.
- _____ 8. Expiration date of the bond.
- _____ 9. Hold Harmless clause (as follows)

“An agreement to comply in all respects with the provisions and requirements of the building code, this article and other city ordinances relating to the use of streets and alleys and to indemnify and save and keep harmless the city from any and all costs, expense or liability for damages or injuries to persons or property or liability of any kind whatsoever, arising from or growing out of the use and occupancy of such street or growing out of the deposit of such material or any failure to properly pile, deposit, guard, light or care for such.”

- _____ 10. Signature of the insured (a/k/a Principal).
- _____ 11. Signature of the Insurance Company (a/k/a Surety).
- _____ 12. Date the Surety Bond was signed.
- _____ 13. Insurance Co. seal or notarized signature, power of attorney