

**PERMIT
TO PERFORM WORK WITHIN PUBLIC RIGHT-OF-WAY
OR ON PUBLIC UTILITY EASEMENTS**

In Compliance with the Ordinances of the
CITY OF ILWACO, WASHINGTON

Permit Number: _____ Deposit: _____ Date: _____

Applicant's Name: _____

Applicant's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Contractor's License Number: _____ Expiration Date: _____

Emergency Contact: _____

Location of Work: _____

Description of Work: _____

Sketch or Attached Plan Required

Describe all traffic controls, and warning devices anticipated for the project. All traffic to be in accordance with the Manual on Uniform Control Devices for Streets and Highways.

Starting Date _____ Termination Date _____

The following are required as part of the Right-of-Way permit issuance:

1. Traffic Control Plan

2. Surety Bond payable to the City of Ilwaco for 100% of estimated cost of the work (estimate must be approved by the City Engineer)

3. Proof of Contractor's Insurance

Comprehensive General Bodily Injury Liability (\$1,000,000 per occurrence, \$2,000,000 aggregate)

Automobile Bodily Injury Liability (\$1,000,000 per occurrence)

Comprehensive General Property Damage Liability (\$1,000,000 per occurrence)

Comprehensive Automobile Property Damage Liability (\$1,000 per occurrence)

Comprehensive Liability Insurance shall include the City of Ilwaco as additional insured

4. Business license in the State of Washington with Ilwaco Endorsement

NOTE: Traffic Control Plans must be in accordance with the signage and traffic control in the Manual on Uniform Traffic Control Devices (MUTCD). This document is available online at <http://mutcd.fhwa.dot.gov/>. For most applicants the following link will better direct you http://mutcd.fhwa.dot.gov/pdfs/2009r1r2/pdf_index.htm. Chapter 6 will generally be the one of most interest to applicants.

PERMIT CONDITIONS FOR USES OF CITY RIGHTS-OF-WAY

1. This permit is permissive, is subject to the public right of travel on and access to the right-of-way and may not be assigned.
2. The applicant shall secure all other necessary or required permits, licenses, or legal approvals before starting work.
3. The City must be notified of the work a minimum of 24 hours' notice (one full working day) in advance of the construction.
4. The City may require a preconstruction meeting depending upon the scope of the project.
5. Signing and all traffic control shall comply with the current edition of the Manual on Uniform Traffic Control Devices as approved by the Washington State Department of Transportation.
6. The permittee is responsible for all site safety during the course of construction.
7. No pavement cuts across or in roads, street, sidewalks or driveways constructed of asphalt or concrete shall be made unless approval has been granted, in writing, by the City. All pavement cuts shall be made only by mechanical saws specifically made for this purpose.
8. All open ditches or utility trenches shall be filled in or plated over at the end of each working day. Approved traffic safety devices may be used instead of plating or backfilling only with the written permission of the City.
9. All work shall conform to the design standards and specifications of the City, and all standard manuals used by the City in the administration of its duties.
10. Restoration of the right-of-way is required and shall be completed by the termination date of this permit.
11. Right-of-way surfaces shall be cleaned throughout the work day and before the end of the day's work. All catch basins, culverts or any other city owned improvements affected by any deposits of dirt, mud, rock, debris, or any other material, shall be cleaned daily or as specified by the City.

12. The right-of-way permit expires after 6 months if no activity has taken place. If after one (1) year from construction start date, work has not been completed, and the Applicant has not submitted written notification to the City, the permit will be considered expired.
13. Permits are site specific and are not transferable.
14. The applicant shall comply with RCW Chapter 19.122, and contact the Utilities Underground Location Center at 1-800-424-5555, four (4) working days prior to beginning any excavation. Failure to do so may result in issuance of a stop work order, until the applicant has complied with RCW Chapter 19.122.
15. All residents or businesses affected by any scheduled maintenance causing street closure, or interruption of any utility service, shall be notified at least forty-eight (48) hours prior to any work. Emergency situations are exempt.
16. A copy of this permit, and all approved plans, must be present at the work site during all working hours.
17. No work shall be permitted on Sunday or State or Federal Holidays or between the hours of 7:00 PM and 7:00 AM of any working day except in case of emergency and then only upon notification and approval by the City.
18. A financial guarantee for all work within the right-of-way shall be received prior to the issuance of a right-of-way permit. That guarantee shall be for 100% of the anticipated cost of the work or \$1,000, whichever is greater.
19. The applicant agrees to pay all costs and expenses related to the Right-of-Way Permit, including city planner, engineer, attorney, and plan review and inspection fees.
20. By signing this document you agree that you have read and understand all provisions as provided.

Signature _____ **Date** _____

Special Conditions:

Office Use Only

Permit _____ Receipt # _____ Date _____
 Deposit _____ Receipt # _____ Date _____
 Surety Bond or Assignment of Funds Received _____ Date _____

FEES ARE NOT TRANSFERABLE

Date Application Returned for Revisions _____

Comments _____

Approved/Not Approved

Signed _____ **Date** _____

Deposit Release

Signed _____ **Date** _____

Final Inspection:

All permits must have final inspection once work is complete. Please call 360-642-3145 to schedule a final inspection.

CITY OF ILWACO RIGHT-OF-WAY PERMIT PROVISIONS:

- ✓ THIS PERMIT IS FOR THE CITY OF ILWACO RIGHT-OF-WAY ONLY.
- ✓ DESCRIBE LOCATION OF RIGHT-OF-WAY WORK WITH DISTANCES FROM CLOSEST INTERSECTIONS AND ENCLOSE A VICINITY MAP
- ✓ ALL WATER MAIN EXTENSIONS ARE TO BE APPROVED BY THE FIRE CHIEF
- ✓ ALL UNDERGROUND UTILITY INSTALLATION MUST HAVE A MINIMUM OF 36" COVER.
- ✓ ALL WORK TO BE DONE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
- ✓ ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH CITY ROAD STANDARDS, AND APPROVED PLANS.

The undersigned, it's successors and assigns, agrees if granted the above permit, to comply with conditions, provisions, requirements, regulations, and recommendations herein contained and as may apply to any utility franchise granted the applicant and under whose provisions same is issued. The permit will respect and protect all property contracts, and rights that may be affected by it.

INDEMNITY AND HOLD HARMLESS

The permittee agrees to indemnify and hold harmless the City of Ilwaco as provided herein to the maximum extent possible under law. Accordingly, the permittee agrees for its self, its successors, and assigns, to defend, indemnify, and hold harmless the City of Ilwaco, its appointed and elected officials and employees from and against liability for all claims, demands, suits, and judgments, including cost of defense thereof, for injury to persons, death or property damage which is caused by, arises out of, or is incidental to permittee's exercise of right and privileges granted by this permit. The permittee obligation under this permit shall include:

- A. Indemnification for such claims whether or not they arise from the sole negligence of either the City or the permittee, the concurrent negligence of both parties, or the negligence of one or more third parties;
- B. The duty to remotely accept tender of defense and provide defense to the City at the permittee's own expense'
- C. Indemnification of claims made by the permittee's own employees or agents; and
- D. Waiver of the permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has mutually been negotiated by the Parties.

In the event it is necessary for the City to incur attorney fees, legal expenses, or other cost to enforce the provision of this section, all such fees, expenses and cost shall be recoverable from the permittee. In the event that it is determined that RCW 4.24.115 applies to this permit, the permittee agrees to defend, hold harmless, and indemnify the City of Ilwaco to the maximum extent permitted thereunder.

Signed _____ **Date** _____