CHECKLIST FOR RIGHT-OF-WAY APPLICATION SUBMITTAL

The following are required as part of the Right-of-Way application submittal:

1. Completed Right-of-Way application
2. Construction plans or standard details (4 sets)
3. Completed Bond Quantity Worksheet
4. Application Fee ($25 Driveway cut, $50 all other applications)

The following are required as part of the Right-of-Way permit issuance, in addition to the above.

5. Traffic Control Plan (4 sets)
6. Financial guarantee in accordance with Bond Quantity Worksheet (or City revisions thereto)  
   Note: Public Utility Companies have separate financial guarantee arrangement with City.
7. Proof of Contractor’s Insurance –
   • Comprehensive General and Automobile Bodily Injury Liability ($1,000,000)
   • Comprehensive General Property Damage Liability ($1,000,000)
   • Comprehensive Automobile Property Damage Liability ($1,000,000)
   • Comprehensive Liability Insurance shall include City as additional insured
   Note: Additional insurance may be required as noted in the Public Works Standards
9. Developer Agreement signed and notarized. (See Public Works Standards)

Notes:
- 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/](http://mutcd.fhwa.dot.gov/). For most applicants the following link will better direct you [http://mutcd.fhwa.dot.gov/pdfs/2003r1r2/pdf_index.htm](http://mutcd.fhwa.dot.gov/pdfs/2003r1r2/pdf_index.htm). Chapter 6 will generally be the one of most interest to applicants.
Applicant: _______________________________ Date Submitted ______________

Company Name _______________________________

Address _______________________________

Contact Name _______________________________

Contractor _______________________________

Surety Bond or Assignment of Funds Company or Bank _______________________________

Location, and description of work:

Type of Work (attach drawings):

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

Starting Date _______________________________ Termination Date _______________________________

Fees:

Permit ___________________ Receipt # ___________________ Date ___________________

Deposit ___________________ Receipt # ___________________ Date ___________________

Surety Bond or Assignment of Funds Received Date ___________________

FEES ARE NOT TRANSFERABLE
City of Granite Falls

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, streets, 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 his 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 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, written notification will result in expiration of the permit.

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 150% of the anticipated cost of the work.

19. The applicant agrees to pay all 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:

______________________________

October 2008
Final Inspection:

All permits must have final inspection once work is complete. Please call 360-691-6441 to schedule a final inspection.

CITY OF GRANITE FALLS
RIGHT-OF-WAY PERMIT PROVISIONS:

- **THIS PERMIT IS FOR THE CITY OF GRANITE FALLS 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 DISTRICT.**
- **ALL UNDERGROUND UTILITY INSTALLATIONS 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, its 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 Granite Falls 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 Granite Falls, 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 cause by, arises out of, or is incidental permittee’s exercise of rights 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 parities, 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 Granite Falls to the maximum extent permitted thereunder.

SIGNED_________________________ DATE______________________________

**GRANITE FALLS RIGHT-OF-WAY PERMIT FEES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Application Fee</th>
<th>Permit Issuance Fee (Flat Rate)</th>
<th>Permit Fee (per foot)</th>
<th>Sub Total Fee (5)</th>
<th>Total Fee</th>
<th>Plan Review and Inspection (6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driveway Cut</td>
<td>$25.00</td>
<td>$75.00</td>
<td>None</td>
<td>Varies</td>
<td>Varies</td>
<td></td>
</tr>
<tr>
<td>ROW Construction (1, 2, 3)</td>
<td>$50.00</td>
<td>$100.00</td>
<td>$0.50</td>
<td>Varies</td>
<td>Varies</td>
<td></td>
</tr>
<tr>
<td>Utilities – Overhead (4)</td>
<td>$50.00</td>
<td>$100.00</td>
<td>$0.50</td>
<td>Varies</td>
<td>Varies</td>
<td></td>
</tr>
</tbody>
</table>

**Total Fee**

Note: Total permit fee shall not exceed $1000. If calculated fee is in excess of $1000, enter $1000 for Total Fee.

(1) ROW Construction – Includes all open cut non-utility work (asphalt repair, frontage improvements, etc) except driveway cuts for an existing single lot.

(2) ROW Construction with Utilities - Applies to utility work within the right-of-way that requires utility trenching.

(3) Utilities Underground – Utility work that does not require trenching, such as boring for new services.

(4) Utilities Overhead – If construction vehicles will be stationed in ROW while completing work per foot cost applies.

(5) Subtotal per foot.

(6) Plan review and inspection will be billed separately at the billing rate of the reviewing engineer and/or inspector.