

Utility Right of Way Construction Permit



Department of Executive Services
 Facilities Management Division
Real Estate Services Section
 500 Fourth Ave., Suite 830
 Seattle, WA 98104-0237
 Permits 206-296-7456 Fax 206-296-0196
 Job Starts/Inspections 206-296-8122

Permit No. _____ Job No. _____ Environmental Assessment
 Required
 Franchise No. _____ Kroll Page No. _____ Date Received _____
 Not Required
 Date _____ Section _____ TWP _____ Range _____
 Existing Assessment
 Replacement
 Categorically Exempt

Applicant _____ Phone No. _____
 Address _____ ULID No. _____
 City, State, ZIP _____ Bond Amount _____
 Emergency Contact Name _____
 Job Description & Location _____ Emergency Contact Phone Number _____

THIS PERMIT IS FOR KING COUNTY RIGHT OF WAY ONLY.
 GIVE DISTANCE BY STREET OR ROAD WITH AN ON. FROM AND TO DESCRIPTION.
 ALL WATER MAIN EXTENSIONS MUST HAVE APPROVAL FROM THE FIRE MARSHAL.
 ALL UNDERGROUND UTILITY LINES MUST HAVE A MINIMUM 36" COVER.
 ALL WORK TO BE DONE SUBJECT TO THE APPROVAL OF THE KING COUNTY ROAD ENGINEER.
 ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH KING COUNTY ROAD STANDARDS.

The undersigned agrees to comply with provisions, conditions and requirements contained in the "Standards of Good Practice for County Road Departments" published by County Road Administration Board.

All work to be done in conformity with conditions and requirements of the King County Code 6.27, 13.24 and 14.44, and the petitioner agrees to prosecute with all diligence and speed with due regard for the rights, interests and convenience of the public. **If at the end of 6 months after issuance of permit the grantee shall not have in operation said utilities, then the rights herein conferred shall cease and terminate, unless specific written provisions are made for a renewal or extension.**

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

INDEMNITY AND HOLD HARMLESS: The Permittee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, 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 rights and privileges granted by this permit. The Permittee's obligations under this permit shall include: (a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties; (b) The duty to promptly accept tender of defense and provide defense to the County 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 been mutually negotiated by the parties. In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee. In the event it is determined that RCW 4.24.115 applies to this permit, the Permittee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder.

Signature of Applicant _____

Application Received _____ Entered _____ Permit Fee \$ _____
 Permit Issued _____ By (Permit Clerk) _____

This application is granted subject to the requirements and conditions thereof as listed below and on back of page.

1. A King County inspector will be assigned to the project for inspection of road restoration. Costs of inspection applicable to the project will be reimbursed to the County monthly by applicant. Permittee is required to notify King County Department of Transportation at **206-296-8122 between 24 and 72 hours before starting work**. Failure to give notice will result in the assessment of a one hour inspection time charge against the permittee. This assessment is in addition to any other remedy available under law or equity which the County may wish to pursue and shall not be construed as an election of remedies by the County.
2. All hard surfaced roads to be jacked or bored. Exceptions will be on a case-by-case basis with the express permission of the King County Department of Transportation.
3. One-way traffic at all times. Signs and traffic control will be in accordance with the manual on uniform traffic control devices for streets and highways.
4. Asphalt to be neat-line cut by either saw cutting or jackhammering a continuous line 1 foot back from trench. Restoration as a minimum shall include 6.5" of crushed surfacing material and HMA the same thickness as the existing asphalt pavement or a minimum of 2 inches, whichever is greater.
5. It is the responsibility of the grantee to notify all utility districts and private property owners when such property is liable to injury or damage through the performance of the above work. Call 1-800-424-5555 48 hours in advance for underground utility location. This instruction does not relieve the grantee from *required* notification of County inspectors as specified in paragraph 1, above.

Approved by _____ Manager _____ Engineer _____

Directions Regarding Permits

Note: Right of way shall mean any Street, Avenue, Alley, Road or Lane
Public Place shall mean any Bridge, Trestle, or Wharf.

Applicants for permits to occupy County property with utilities, or holders of granted franchise rights, who are planning construction work upon, along, over, under or across any County right of way or public place must file an application with the King County Real Estate Services Section, King County Administration Building, 500 Fourth Avenue, Suite 830, Seattle, WA 98104-0237.

The application shall be accompanied by drawings (in triplicate) drawn to working scale, commonly 50 to 100 feet per inch. It shall describe the nature of the work, and show the location of same on a map, giving names, or numbers, and width of roads and streets. It must also show location of work with reference to platted subdivisions, and section, township and range, and must show the location of work relative to existing utility facilities which may be affected. Review of the application must conform to the County Environmental Policy Act (King County Code 20.44).

Applicants shall specify the type of construction in detail by submitting plans which show the class of material and equipment to be used. All such material and equipment shall be of the highest quality. The manner of excavation, filling, construction, installation, erection of temporary structures, traffic turn outs, road obstruction and barricades, shall conform with County standards and shall be approved by the County Engineer in advance of work.

Signs and barricades and traffic control in the vicinity of any work shall conform with provisions of "Part VI Manual of Uniform Traffic Control Devices for Streets and Highways."

Before the work is accepted for the County by the County Engineer, all of the direct costs and expenses involved in administering said permit must be paid to the County by the applicant. These include labor charges for examination, inspection and supervision of work in progress by field personnel.

Any deviation from the proposed plan, resulting in what is commonly known as the "As Built" location must be approved in advance by the County Engineer. Change notice must show "As Built" position relative to grade line and center line of right of way and any other installations in the right of way.

Permit - Terms and Conditions

1. The grantee, its successors and assigns, is given and granted the right and authority to enter upon the right of way or public place for the purpose of performing the work described in this permit and approved by the County Engineer or the Engineer's agent.
2. Before any work commences the site must be inspected by a County Representative and approved by the County Engineer with respect to:
 - a. location
 - b. type of construction
 - c. materials and equipment to be installed
 - d. manner of erection or construction
 - e. Mode of operation of the installed facility
 - f. Manner of maintenance of installed facility
 - g. Method of safeguarding public traffic both during working hours and during non-working hours while the project is under construction
3. After the installation, operation, maintenance, or removal of a utility or facility the grantee shall restore all rights of way and public places to the condition which is equivalent in all respects to the condition they were in before starting work. All work to meet the approval of the County Road Engineer.
4. In the event that any damage of any kind is caused by the grantee in the course of performing work authorized by this permit, the grantee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County Engineer or the Engineer's agent.
5. The County Engineer, or their representatives may at any time, do, order, or have done any and all work considered necessary to restore to a safe condition any area left by the grantee in a condition dangerous to life or property and upon demand the grantee shall pay to the County all costs of such work, materials, etc.
6. When the County deems it advisable to change the alignment or grade of any right of way or public place or structure by widening, grading, regrading, paving, improving, altering or repairing same, the grantee upon written notice by the County Engineer or the Engineer's representatives will at its own sole cost and expense, raise, lower, move, change or reconstruct such installations to conform with the plans of work contemplated or ordered by the County Engineer according to a time schedule contained in the written notice.
7. Penalties up to One Thousand (\$1,000) dollars per day may be imposed by the County Engineer, if the grantee delays relocation of facilities beyond the time limits prescribed by the County Engineer. The County Engineer reserves the right to order its own agents or representatives to accomplish the desired change, and all costs of relocation or removal shall be borne by the grantee.
8. All such changes, reconstruction or relocation by the grantee shall be done in such manner as will cause the least interference with any of the County's work. The grantee shall have seventy-two (72) hours written notice by the County Engineer or the Engineer's representatives of any blasting contiguous to the grantee's permit rights in order that it may protect its interests.
9. This grant or privilege shall not be deemed or construed to be an exclusive franchise. It does not prohibit the County from granting other permits or franchise rights of like nature to other public or private utilities, nor shall it prevent the County from using any of its roads, streets, public places for any and all public use, or affect its jurisdiction over all or any part of them.
10. All the provisions, conditions, requirements and regulations herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall be given to such successors and assigns as if they were specifically mentioned.
11. The County Road Engineer or Real Estate Services, Section Manager may unilaterally revoke, annul, or terminate, revise or amend this permit without cause and for any reason including, but not limited to:
 - (a) Grantee's failure to comply with any provision, requirement, or regulation herein set forth;
 - (b) Grantee's willful neglect of, or failure to heed or comply with, notices given it;
 - (c) Grantee's facilities are not installed, operated, or maintained in conformity with conditions herein set forth;
 - (d) Grantee's failure to conform to any applicable law or regulation as currently exists or may hereafter be enacted, adopted or amended.
12. Grantee by accepting this permit agrees to obtain information from all utility departments regarding location and current status of their installations before starting work. Private property owners adjoining, or in proximity to the right of way shall be notified when such property is exposed to the possibility of injury or damage through performance of this project. The grantee shall make all advance arrangements necessary to protect such property and/or utility from injury or damage.
13. The issuance of this permit to the grantee does not in any way relieve the grantee of any other applicable law in performing the work subject to this permit.
14. In all hiring or employment made possible resulting from the granting of this permit, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, ancestry, religion, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from the granting of this permit on the ground of sex, sexual orientation, race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), marital status, parental status, or the presence of any sensory, mental or physical handicap.

Any violation of this-provision shall be considered a violation-of this permit and shall be grounds for cancellation, termination or suspension in whole or in part of the permit by the County and may result in ineligibility for further County permits.

The permittee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The permittee recognizes that the County has a policy of promoting affirmative action, equal opportunity and has resources available to assist permittees in these efforts.
15. This permit and any underlying franchise does not authorize the cutting of trees with a trunk diameter greater than four (4) inches unless such authorization is specifically granted in writing by King County.
16. If the permittee fails to perform its obligations herein, vacate the premises, remove its facilities, restore the property as required, or comply with any condition or applicable regulation or law, the County shall have, at their option, the right to pursue any remedy or remedies available at law or equity including, but not limited to, the right to proceed under the provisions of Title 59 of the Revised Code of Washington.