



## City of Woodinville Right of Way Construction Permit Application

**Development Services Department**

425-489-2754 • 17301 133<sup>rd</sup> Avenue NE • Woodinville, WA 98072

Permit Desk Hours • Monday – Friday • 7:30am – 5:00pm • Wednesday 7:30am-4:00pm

<b>APPLICANT/UTILITY:</b> _____ Contact: _____ Phone: _____ Emergency Contact: _____ Emergency Phone: _____	<b>PERMIT NO:</b> _____  <b>BOND AMOUNT:</b> _____  <b>EXPIRES:</b> _____
<b>SITE ADDRESS:</b>    	<b>DESCRIPTION OF WORK:</b>    <p style="text-align: right;"><b>LF IN ROW</b> _____</p>

THIS PERMIT IS FOR THE CITY OF WOODINVILLE RIGHT-OF-WAY ONLY.  
 PROVIDE DISTANCES OF WORK IN ROW; INCLUDING LOCATION OF UTILITY LINES IN PROXIMITY TO CENTERLINE, STRUCTURES, PAVED TRAVEL LANE, AND SHOULDER.  
 ALL WATER MAIN EXTENSIONS MUST HAVE APPROVAL FROM THE FIRE MARSHALL AND WOODINVILLE WATER DISTRICT.  
 ALL UNDERGROUND UTILITY LINES MUST HAVE A MINIMUM OF 36" COVER.  
 ALL WORK TO BE DONE SUBJECT TO APPROVAL OF THE CITY OF WOODINVILLE DEVELOPMENT SERVICES DEPARTMENT.

The following Attachments are part of this permit:

- City of Woodinville "General Conditions of ROW permit".
- City of Woodinville "Traffic Control Plan Requirements".
- City of Woodinville "Roadway Section Typical Open Cut" standard detail.

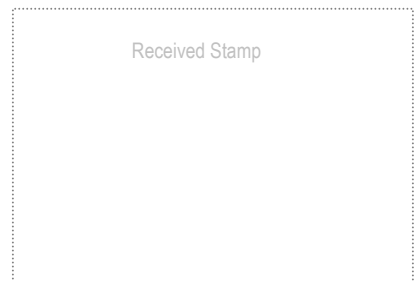
The undersigned agrees to comply with provisions, conditions and requirements contained in the City of Woodinville *Infrastructure Design Standards and Specifications*.  
 All work to be done in conformity with conditions and requirements of Woodinville Code and the petitioner agrees to prosecute with 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, persons and rights that might be affected by it.

**INDEMNITY AND HOLD HARMLESS:** The Applicant agrees to indemnify and hold harmless the City of Woodinville as provided herein to the maximum extent possible under law. Accordingly, the Applicant agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the City of Woodinville 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 Applicant's exercise of rights and privileges granted by this permit. The Applicant's obligations under this permit shall include: (a) Indemnification for such claims whether or not they arise from the sole negligence of either the City of Woodinville or the Applicant, 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 City of Woodinville at the Applicant's own expense; (c) Indemnification of claims made by the Applicant's own employees or agents; and (d) Waiver of the Applicant's immunity under industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties. In the event it is necessary for the City of Woodinville 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 Applicant. In the event it is determined that RCW 4.24.115 applies to this permit, the Applicant agrees to defend, hold harmless, and indemnify the City of Woodinville to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the City of Woodinville to the full extent of Applicant's negligence. Applicant agrees to defend, indemnify, and hold harmless the City of Woodinville for claims by Applicant's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



# CITY OF WOODINVILLE • RIGHT OF WAY CONSTRUCTION PERMIT APPLICATION

## GENERAL CONDITIONS OF ROW PERMIT

This application is granted subject to the requirements and conditions thereof as listed below.

1. A City of Woodinville inspector will be assigned to the project for inspection of road restoration. Cost of inspection applicable to the project will be reimbursed to the City monthly by the applicant. Applicant is required to notify the Development Services Department at 489-2754 between 24 and 72 hours before starting work. Failure to give notice will result in the assessment of a one hour inspection time charges against the Applicant. The assessment is in addition to any other remedy available under law or equity which the City may wish to pursue and shall not be construed as an election of remedies by the City.
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 City of Woodinville Public Works Department.
3. One-way traffic at all times. Signs and traffic control will be in accordance with the "Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)."
4. Open cut trench restoration shall be in accordance with the City of Woodinville's standards (see pages 5 through 9).
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 city inspectors as specified in paragraph 1, above.

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## DIRECTIONS REGARDING PERMITS

NOTE: Right of way shall mean any Street, Avenue, Alley, Road or Lane  
Public Place shall mean Bridge, Trestle, or Wharf  
City shall mean the City of Woodinville, its designee, representative, or agent.

Applicants for permits to occupy City of Woodinville property with utilities or holders of granted franchise rights, who are planning construction work upon, along, over, under or across any City right of way or public place in Woodinville must file an application with the City of Woodinville Development Services Department, 17301 - 133rd Avenue NE., Woodinville, WA 98072.

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. The plan must also show the location of work relative to existing utility facilities, street centerline, paved road edge/shoulder and ROW.

# CITY OF WOODINVILLE • RIGHT OF WAY CONSTRUCTION PERMIT APPLICATION

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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 to City standards and shall be approved by the City in advance of work.

Signs and barricades and traffic control in the vicinity of any work shall conform with provisions of the "MUTCD."

Before the work is accepted by the City, all of the direct costs and expenses involved in administering said permit must be paid to the City 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 City. Change notice must show "As Built" position relative to grade line and centerline of right of way and any other installations in the right of way.

## **TRAFFIC CONTROL PLAN REQUIREMENTS**

PERMIT NO.: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

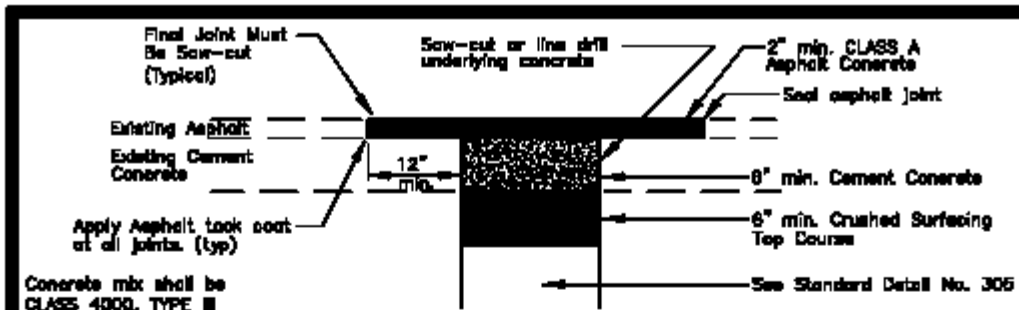
If it is determined by the City of Woodinville that a traffic control plan is required, it will become a condition of the applicable Building Permit, Right-Of-Way Permit or other permits obtained through the City. The following conditions must be maintained to the satisfaction of the City of Woodinville to continue work described by the applicable permits. Failure to comply with this plan may result in revoking applicable permits until plan requirements are met to the satisfaction of the City.

### **GENERAL INFORMATION:**

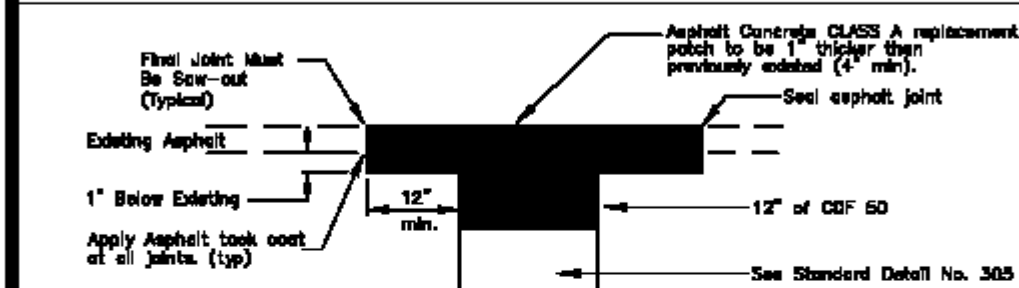
1. Utility Co./ Contractor: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_
3. Location: \_\_\_\_\_
4. Describe activity of utility and/or driveway access work. Include number of truck loads per day and type of haul vehicle:

5. Describe duration of work in right-of-way and desired times (using the time table guidelines below):

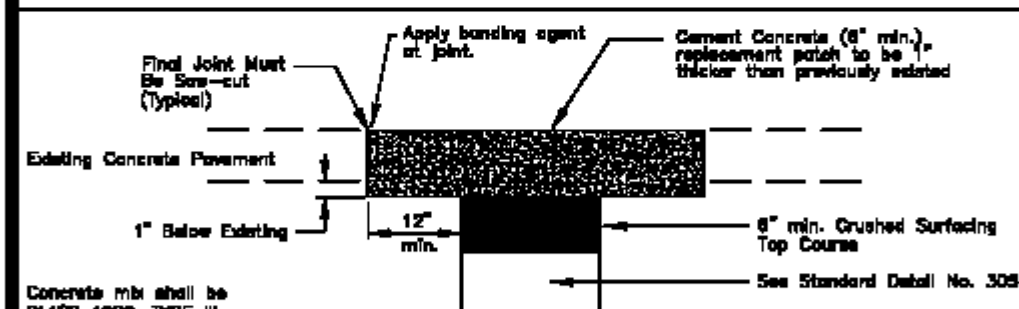




**EXISTING ASPHALT CONCRETE OVER CEMENT CONCRETE**



**EXISTING ASPHALT CONCRETE OVER PREPARED GRADE**



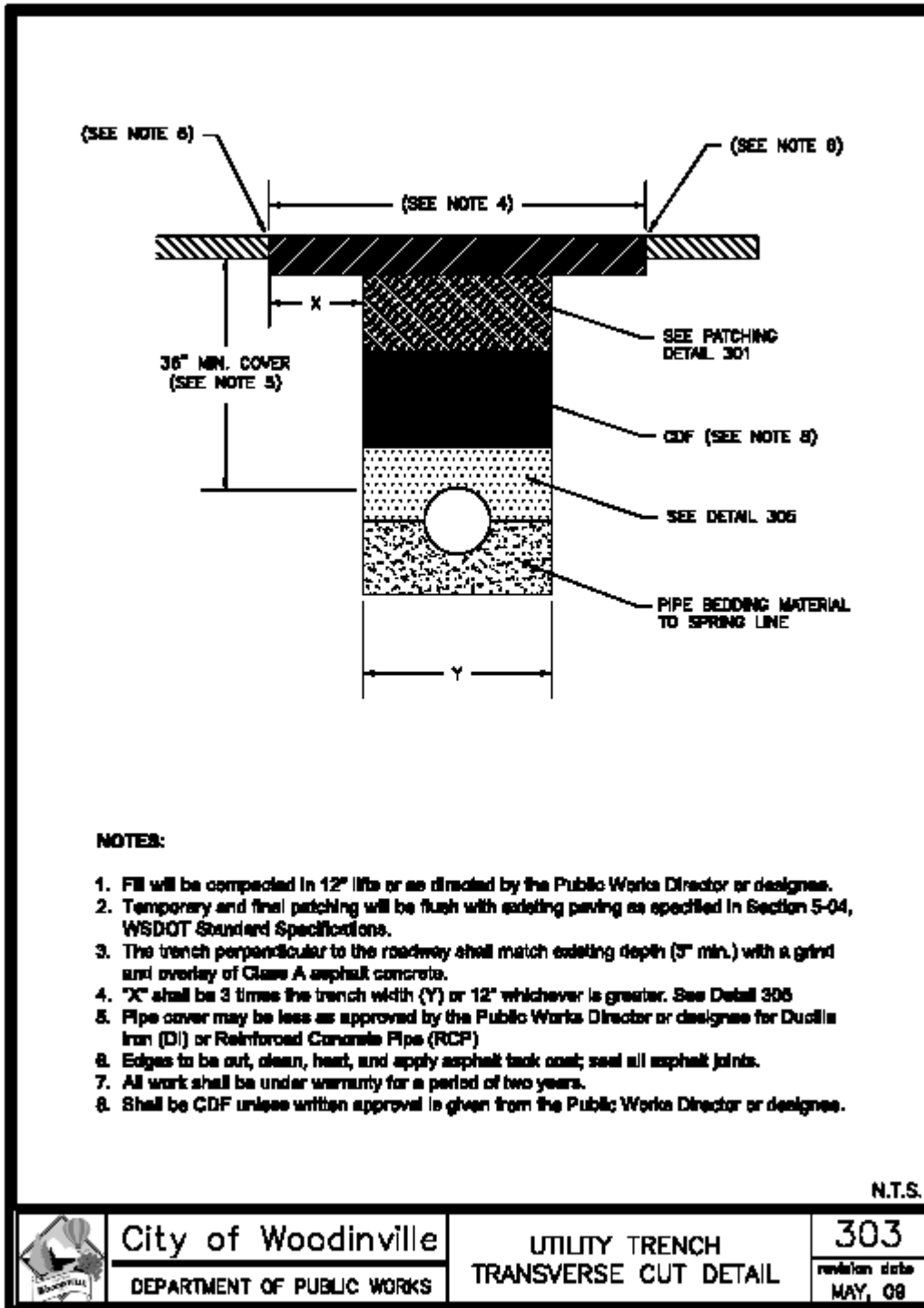
**EXISTING CEMENT CONCRETE OVER PREPARED GRADE**

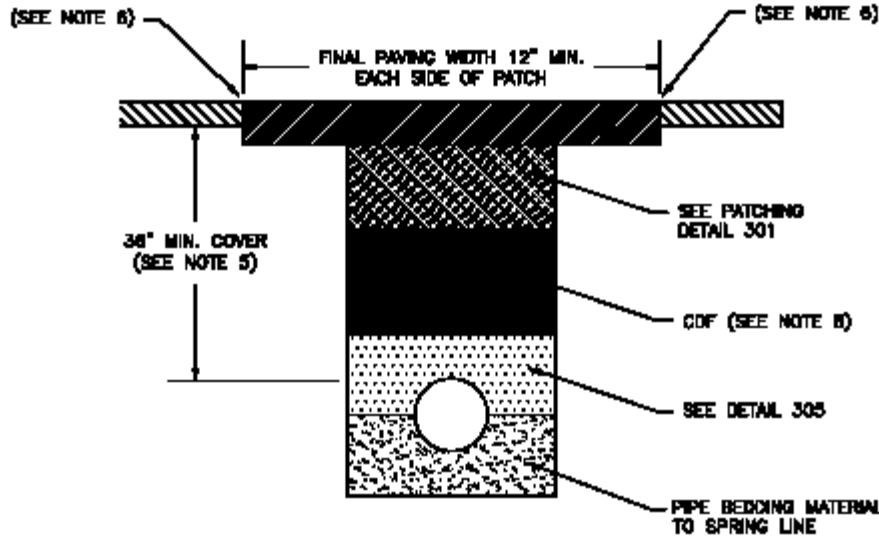
**NOTES:**

1. ALL TRENCHES IN ROADWAY AREAS SHALL BE BACKFILLED AND PATCHED WITH TEMPORARY ASPHALT AT THE END OF EACH WORK DAY, UNLESS PERMISSION IS GRANTED TO DO OTHERWISE BY THE PUBLIC WORKS DIRECTOR OR DESIGNEE.
2. ALL TEMPORARY PATCHES ON TRENCHES SHALL BE PERMANENTLY PATCHED WITHIN 7 WORKING DAYS OF COMPLETION OF WORK.
3. ASPHALT CONCRETE WILL BE PLACED IN COMPACTED 2-INCH LIFTS.

N.T.S.

	City of Woodinville DEPARTMENT OF PUBLIC WORKS	ROADWAY PATCHING DETAILS	301 revision date MAY, 08






**NOTES:**

1. Fill will be compacted in 12" lifts or as directed by the Public Works Director or designee.
2. Temporary and final patching will be flush with existing paving as specified in Section 5-04, WSDOT Standard Specifications.
3. If trench is perpendicular to the roadway, see Detail 303.
4. For a continuous trench along the roadway greater than 50 linear feet, the entire travel direction impacted by the trench shall receive a 2 inch grind and a 2 inch overlay of Class A asphalt concrete.
5. Pipe cover may be less as approved by the Public Works Director or designee for Ductile Iron (DI) or Reinforced Concrete Pipe (RCP).
6. Edges to be cut, clean, heat, and apply asphalt tack coat; seal all asphalt joints.
7. All work shall be under warranty for a period of two years.
8. Shall be CDF unless written approval is given from the Public Works Director or designee.

N.T.S.

	City of Woodinville DEPARTMENT OF PUBLIC WORKS	UTILITY TRENCH LONGITUDINAL CUT DETAIL	304 <small>revision date</small> MAY, 08

