



RIGHT-OF-WAY / APPROACH PERMIT APPLICATION

Liberty Lake Community Development Department

22710 E Country Vista Drive, Liberty Lake, WA 99019

Phone: (509) 755-6704

Website: www.libertylakewa.gov

Email to: permitcenter@libertylakewa.gov

Please check all that apply:

Approach

Non-Cut Obstruction

Pavement Cut

Boring

Excavation

Other:

Please email the following in electronic format to permitcenter@libertylakewa.gov:

- A signed application identifying all contractors and subcontractors providing services in the right-of-way.
- Drawings showing locations of all proposed equipment, both above and below-ground. Include any trenching or boring required for installation. Note any removal of asphalt/concrete in the roadway or sidewalk. All drawings shall be on a working scale and include street names for reference.
- Surety: a franchise bond or performance bond for individual work. (See instructions below)
- Proof of insurance (See instructions below)
- A **site-specific traffic control plan** conforming with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) standards is **REQUIRED** for any public roadway closures, lane closures or partial lane closures. (See instructions below)
- While a traffic control plan is NOT REQUIRED for a sidewalk closure, traffic cones and “Sidewalk Closed” signs shall be required at either end of the sidewalk closure, as a condition of permit issuance.

INSTRUCTIONS FOR RIGHT-OF-WAY PERMIT APPLICANTS

Applicability: Applicants for permits to occupy City property with utilities, or perform work in the City rights-of-way involving excavation, temporary storage of materials, any alteration of the rights-of-way including cutting or placement of pavement, sidewalks, curbs or gutters, installation of new cables, wires or conduits, or holders of franchise rights proposing work upon, along, over, under, or across any City road, bridge, wharf, trestle, public place, street, avenue, or alley on property in the City, shall first file with the City of Liberty Lake Community Development Department, their application to do such work.

Application: Email an electronic copy of applications, drawings, supporting documents and applicable traffic control plans to the City as noted. The applicant shall be responsible for obtaining any additional required permits/approvals from affected agencies.

Expiration: Right-of-way permits issued between April 1st and September 30th are valid for not more than 30 days from the date of issuance, with an available extension up to 30 days at the sole discretion of the City Engineer or their designee. Extension requests must be made in writing to Permit Center. Right-of-way permits issued between October 1st and March 31st may be valid for up to 6 months, or until the following April 30th, whichever is earlier.

Permit Fees: Fees shall be assessed in accordance with the currently adopted City Fee Schedule. Processing/Technology and TCP Review fees are due at application submittal. All other fees are due prior to permit issuance. Double fees will be assessed for work commencing prior to permit issuance.

Emergency Repairs: A private or public utility may commence work prior to obtaining a permit provided the City Project Manager (509) 828-2204, Engineer (509) 280-7796 or Street Crew Lead (509) 499-9780 have been immediately notified via cell phone. The person responsible for the work must obtain a right-of-way permit on the first City business day following an elapse of no more than 48 hours after the work has commenced.

Surety: Depending on the activity, permit surety in the amount of 100% of the grantee’s contract amount may be required with the City prior to the issuance of a right-of-way permit, if deemed necessary by the City. Prior to the release of the permit surety, a warranty bond, in accordance with the City Street Standards, may be required to be submitted to the City.

Insurance: Evidence of Insurance shall be furnished to the City in writing for general liability insurance of not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate issued by a WA authorized company authorized for the time period of the work activity. If work is being performed by a homeowner, a copy of the homeowner's insurance policy shall be submitted to the City when the homeowner is performing the work themselves.

Performance: The applicant shall specify the type of construction by submitting plans showing the class of material and the manner in which the work is to be accomplished. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction, installation, erection of temporary structures, traffic turnouts, road construction, barricades, etc., shall meet WSDOT standard specifications. Signs, barricades, and traffic control in the vicinity of the work shall strictly conform to standards and provisions of MUTCD. All asphalt cuts and repair patching shall follow guidelines in the Inland NW Regional Pavement Cut Policy. The applicant shall pay to the City all costs of, and expenses incurred in the examination, inspection, and supervision of such work resulting from the granting of said permits. The actual location of the work to be done under this permit, its depth below or above surface or grade of any City structure, road, street, avenue, alley, or public place shall specifically be provided by the applicant for the review and approval by the City of Liberty Lake or its designated representative.

All businesses which perform work in the City must have a current Business License, this includes subcontractors hired. If the business is located outside of the City, the license must have a City Endorsement. If a Franchise Agreement/Bond is in place, list the owner of the Franchise here:

Franchise Agreement Owner:

Property Owner's Name:

Email: Phone:

Address: City, State, Zip:

Applicant's Business & Contact Name:

Email: Phone:

Address: City, State, Zip:

Contractor's Business & Contact Name:

Email: Phone:

Address: City, State, Zip:

WA State Contractor License: Contractor UBI Number:

Project Contact's Name:

Email: Phone:

Subcontractor's Business & Contact Name:

Email: Phone:

Address: City, State, Zip:

WA State Contractor License: Contractor UBI Number:

Site Specific Information

Project Location/Reference:

Project Description (please describe in detail the scope of work):

Applicant's Work Order Number:

Anticipated Work Start Date: Anticipated Work Completion Date:

The estimated time required for completion, including restoration, of the above work is _____ days which the petitioner agrees to prosecute with all diligence and speed with due regard for the rights, interests, and conveniences of the public. The petitioner further agrees to perform the work in strict compliance with the provisions enumerated on the permit. **Any change to the schedule of activities detailed on the permit MUST BE submitted to the City.** The undersigned guarantees that if the backfill, street surfacing, or improvement fails within two (2) years from the date of final inspection by the City of Liberty Lake, they shall pay the cost of the City for making repairs or restoration of the roadway and improvements. In consideration of the granting of this permit it is agreed by the applicant that the City of Liberty Lake and any officer or employee thereof shall be saved harmless by the applicant from any liability of responsibility for any accident, loss, or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that any of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use or maintenance of the street by the general public, it must be removed or relocated, as directed by the City Engineer at the expense of the permittee or his successor in interest.

- A minimum of 3 business days' notice is required for processing permit applications. Once a permit is granted, call 1 (800) 424-5555 for locate services at least 3 days prior to digging. It is the applicant's responsibility to have all utility locate indicators (flags, paint, etc.) removed at the project completion.
- You must notify the Community Development Department 24 hours prior to any lane, shoulder, or sidewalk closure by emailing permitcenter@libertylakewa.gov. Failure to notify the City of all closures will result in immediate removal from the right-of-way.
- Pre- and post-construction inspections will be scheduled and performed for all ROW permits including any pavement cuts/repair, boring or trenching work. Email the Permit Center at permitcenter@libertylakewa.gov at least 24 hours prior to any change in the start or finish of scheduled work from that indicated by the permit. Failure to notify the City within 24 hours of a change to the schedule may result in fees for additional inspections. All property (including but not limited to infrastructure, landscaping, and stormwater facilities) must be returned to pre-construction conditions at project completion.
- Failure to notify the City in advance of changes to the start of the work schedule or following a change to the completion date that precludes pre- or post-inspection of work will result in all discovered damage (regardless of span of time lapse) to be considered a result of permittee's work and will be their sole restoration responsibility.
- If work within the ROW occurs without a permit, a stop work order will be issued, and a ROW permit must be obtained regardless of the status of the project.

PERMIT CONDITIONS

1. The petitioner designated herein as the "grantee" his successors and assigns, shall have the right and authority to enter upon the right of way of the City road, street, alley, public place, or structure as indicated on this form, for the purpose of doing such work as applied for, and approved by the City of Liberty Lake. The grantee shall provide a copy of the permit to all on-site work vehicles so that it is available for inspection during all construction hours. Failure of a work vehicle to have a permit on-board will result in immediate removal from the right-of-way.
2. The location, type of work, materials and equipment used, manner of erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the City prior to start of work and shall be subject to the inspection of the City so as to ensure proper compliance with the terms of this permit. Grantee agrees to remove all equipment and traffic control from rights-of-way outside of approved construction hours.
3. Signs, barricades, and traffic control in the vicinity of the work during all construction activities shall strictly conform to provisions of the Manual of Uniform Traffic Control Devices (MUTCD), and the approved traffic control plan.
4. All asphalt cuts and repair patching shall follow guidelines in the Inland Northwest Regional Pavement Cut Policy.

5. The grantee shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of utility, in as good and safe a condition in all respects as same were in before commencement of work by grantee.
6. In case of any damage to any roads, streets, public places, structures, or public property of any kind on account of said work by the grantee, the grantee will at once repair said damage at his own sole cost and expense.
7. The City or designated agents or representatives, may do, order, or have done any and all work considered necessary to restore to a safe condition any street, alley, public place, or structure which is in a condition dangerous to a life or property resulting from the Grantee's facility or its installation as permitted herein, and upon demand the grantees shall pay to the City all costs of such work and material.
8. If at any time the City deems it advisable to widen, grade, regrade, plank, pave, improve, alter, or repair any road, street, public place, or structure, the grantee upon written notice by the City, or designated representative or agents, will, at his own sole cost and expense, raise, lower, change, move, or reconstruct such installations to conform to the plans of work contemplated or ordered by the City.
9. If upon written notice by the City, the grantee fails to relocate any portion or all of the project as granted under this permit, the City, its agents or representatives may do any work at the cost and expense of the grantee, and all costs to remove or reconstruct same, shall be borne by the grantee.
10. All such changes, reconstruction or relocation by the grantee shall be done in such a manner as will cause the least interference with any of the City's work and shall be subject to the same provisions which control the original installation. The City shall in no way be held liable for any damage to the grantee by reason of any such work by the City, its agents, or representatives, or by the exercise of any rights by the City upon roads, streets, public places, or structures in question.
11. This grant or privilege shall not be deemed or held to be an exclusive franchise; nor prohibit the City from granting other permits or franchise rights of like or other nature to other public or private utilities; nor shall it prevent the City from using any of its roads, streets, or public places for public use; nor affect its jurisdiction over any part of them.
12. All the provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.
13. The City may revoke, annul, or terminate this permit if grantee fails to comply with any or all provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted is not installed or operated and maintained in conformity herewith or at all.
14. The City of Liberty Lake may at any time change, amend, modify, amplify, or terminate any of the conditions herein enumerated so as to conform to any state statute or City regulation pertaining to the public welfare, safety, health, or highway regulations as are or may hereinafter be enacted, adopted, or amended, etc. The City may terminate this permit if grantee fails to comply with any such changes.
15. Petitioner, by accepting this permit, agrees to notify and check with all utilities regarding their installations before commencing work, together with private property owners when such property is liable to injury or damage through the performance of such work, and the applicant shall make all necessary arrangements relative to the protection of such property and / or utilities.
16. All locate indicators (e.g. Flags and/or markings on sidewalks, etc.) must be removed from the site upon conclusion of the permit. This is the sole responsibility of the grantee.
17. The applicant shall pay to the City all costs of, and expenses incurred in the examination, inspection, and supervision of such work on account of the granting of said permits. Pre- and post-construction inspections are required, and grantee is responsible for notification to the City when inspections can be commenced.

In accepting this permit the petitioner, his successors and assigns agree to protect and save harmless the City from all claims, actions, or damages of any kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of right of way or public place or public structure, and in case any such suit or action is brought against said City for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them or

commencement of such action defend the same at his or their sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined if adversely to the City. Additionally, signing this application is acknowledgement of the agreement to pay fees based upon the City's latest approved Fee Schedule.

Required Signature

By signing below (with either electronic or physical signature), I acknowledge that as the applicant I am the property and/or utility owner or have full permission and authority to represent the property owner and/or utility owner in this project and carry out the work specified on the permit.. Additionally, I certify that my signature included on this application, if done electronically, provides the same understanding and authority as if I had signed the application in person or in writing. I acknowledge that a minimum of 24 hrs. notice is required for all inspection requests. I give permission to use my electronic signature on the permit, and I acknowledge, understand, and agree to the requirements and terms described on this application.

Applicant's Signature

Printed Name

Date