



HOW TO APPLY FOR A RIGHT-OF-WAY PERMIT

1. Complete the Right-of-Way (ROW) Permit Application.

- The contractor's business information, Washington State Contractor's license number, and 24-hour emergency contact must be included.
- Contractors must possess a valid City of Federal Way business license per city code section 9-29.

2. Submit application with the following:

- **Two (2) sets of site plans.** Plans shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed. Plan must be to scale (1"=20' max.) with North arrow, property lines, location of utilities, ROW width, street name, driveway & sidewalk width, pipe size, type, and length, etc. Note: If you have a current building permit on file, include the approved site plan with drainage/access comments from PW/Development Services.
- **Traffic Control Plan** in accordance with WSDOT and MUTCD. Plan must clearly show limits of work area, construction signs, sign spacing, flagger location, lane width, taper length, and posted speed limit. Sequential arrow board must be used for lane closure on any multi-lane road. Typical plans and information may be found via the web at MUTCD.FHWA.DOT.GOV or WSDOT.WA.GOV
- **Certificate of Insurance** for the contractor naming the City of Federal Way as additional insured.
- **Bid or Estimate** including all materials and/or work that will occur in the ROW. These items include traffic control, excavation, culvert, gravel, saw cutting, paving, landscape, sales tax, etc.

PRIOR TO PERMIT ISSUANCE:

A Bond is required for all work performed in the ROW.

- The bond amount is your bid plus a 20% contingency. Example: \$3,000 bid x 20% = \$3,600.
- The bond may be in the form of cash, assignment of funds, or with a bonding surety.

Bond documents will be prepared by City staff.

- Upon completion/acceptance of the work, 70% of the bond amount will be released. The remaining 30% will be held for a two-year maintenance period and released after passing a final inspection.
- Inspection fees incurred during construction and maintenance inspection must be paid prior to the release of any portion of the Bond. Unpaid inspection fees may be deducted from the cash bond.

Notes:

- Review your permit for special conditions that may be added in addition to the General Terms & Conditions as shown on the attached handout.
- Notify the ROW permit desk of job start date at least 24 hours prior to starting work. **If notice is not provided, a penalty of \$265.00** will be assessed and the project may need to be reconstructed if corrections are required.

2021 Fee Schedule	
Permit	\$652.00
Automation Fee	\$35.00
Inspection	\$145.00 per hour
After Hours Inspection (OT)	\$217.00 per hour

Make checks payable to: City of Federal Way

If you have any questions, please call (253) 835-2725 or e-mail ROW.PERMITS@CITYOFFEDERALWAY.COM



RIGHT OF WAY PERMIT APPLICATION

DEPARTMENT OF PUBLIC WORKS

33325 8TH AVENUE SOUTH - FEDERAL WAY, WA 98003

PHONE 253-835-2725 FAX 253-835-2709

PW DATE STAMP

Permit #

PROJECT NAME/JOB NUMBER:

WORK TYPE/DESCRIPTION:

APPLICANT:	CONTRACTOR:
CONTACT PERSON:	WA STATE CONTRACTOR'S LICENSE #: EXP DATE:
MAILING ADDRESS:	MAILING ADDRESS:
CITY: STATE: ZIP:	CITY: STATE: ZIP:
PHONE(S):	PHONE(S):
Email:	Email:

Project Address, Parcel # or Location:

Description of Project - Include size, length & type of material, duration of project, attach additional sheet if needed

Proposed Start Date:

Projected Number of Working Days :

Follow Up Emergency? NO YES If Yes, Date Work Was Completed:

Pavement or Hard Surface Cut Required? NO YES Pavement Cut Size & #: Sidewalk Removal # Panels:	No Traffic Impact Lane Closure Shoulder Work Sidewalk Closed * Provide Traffic Control Plan *
Trench in soft surface (dirt, grass, etc) Feet: Push or Bore Feet: Utility Pothole? Show type & location on plan	Conduit/Pipe Size: Length: Aerial Install? No Yes, Length: Pole Install? Include Pole Certification form

I certify under penalty of perjury that I am the property owner or authorized agent of the property owner/utility franchise. I certify that to the best of my knowledge, the information submitted in support of this permit application is true & correct. I certify that I will comply with all applicable City of Federal Way regulations pertaining to the work authorized by the issuance of a permit. I understand that the issuance of a permit does not remove the owner's responsibility for compliance with local, state, or federal laws regulating construction or environmental laws.

I further agree to hold harmless the City of Federal Way as to any claim (including costs, expense, and attorneys' fees incurred in the investigation and defense of such claim), which may be made by any person, including its officers and employees, upon the accuracy of the information supplied to the city as part of this application.

Signature:

Date:

PLEASE SIGN
& DATE

Print Name:

**** INCOMPLETE APPLICATIONS WILL BE RETURNED ****

Required Submittals: Site Plan Vicinity Map Traffic Control Plan Application Fee Bid Insurance Certificate

Call ONE CALL for locates 2 working days before you dig or drill. "It's the law" 811 (RCW 19.122)

Do Not Write Below This Line

App complete & signed	Fee / Billing Info	Plan	Vic map	TCP	Specials
LYM	SEQUENCE	RATING	MITIGATION?		AMOUNT
WIDTH	CURB TYPE	SIDEWALK	BUS STOP RELOCATE	STORM	PEDESTRIAN DETOUR
REVIEWER(S)		BOND			OTHER

RIGHT OF WAY PERMIT GENERAL TERMS & CONDITIONS

Performance of Work- All construction, excavation, installation, maintenance, and restoration ("Work") to be performed in connection with this Permit shall be done in conformance with all applicable federal, state, and local laws and all City ordinances, codes, resolutions, regulations, standards, and procedures, as now or hereafter amended, including, but not limited to the following:

- 1.1 **Traffic Controls.** Traffic controls, signs, road obstructions, barricades, and traffic plans shall be in accordance with the Section K of the Washington State Standard Plans and Part VI of the Manual on Uniform Traffic Control Devices. In addition, multi-lane roads require sequential arrow board(s). Lane closure permitted between 8:30am & 3:00 pm only. No lane closures will be allowed on a holiday or holiday weekend or after 12 :00 pm (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend.
- 1.2 **City Standards.** All Work shall be in accordance with the Federal Way Development Standards or when applicable KC Road Standards, Standards and Specifications for Road, Bridge and Municipal Construction, as amended, and subject to the approval of the Public Works Director, or the Director's designee.
- 1.3 **Plans.** The Permit shall be accompanied by plans ("Plans") drawn to working scale; commonly twenty feet (20') equals one inch (1"). The Plans shall describe the nature and location of the Work, specifying the names and/or numbers and widths of any affected rights-of-way. The Plans shall specify the location of existing utility facilities including storm drainage systems and specify the type of construction in detail. The Plans shall be approved by the Public Works Director or the Director's designee prior to the issuance of this Permit. **Any deviation from the Plans may be made only after Permittee has submitted revised plans showing the proposed revisions, which revised plans must be approved by the Public Works Director or the Director's designee prior to commencement of the modified Work.**
- 1.4 **Pavement – Material Specifications.** All hard surface roads are to be jacked or bored, unless otherwise agreed to in writing by the Public Works Director or the Director's designee. Asphalt to be neat line saw cut one (1) foot back from the edge of the trench. Restoration of the right of way surface shall either include 100% crushed surfacing top course or CDF and three inches (3") of hot mix asphalt or be replaced to the original condition if thicker, at the City's sole discretion. Concrete is not to be used in travel lanes. All materials and compaction shall be in accordance with the "Standards and Specifications for Road, Bridge, and Municipal Construction," as amended. HMA wearing ½" PG 64-22, base 1" PG 64-22.
- 1.5 **Backfill Materials.** All trenches in the right of way shall be backfilled with 100% 5/8" crushed rock. When trench width is 18 inches or less, and is within the traveled way, trench will be backfilled with control density backfill (self-compacted flowable fill) Class B as defined by Washington Aggregates and Concrete Association. The aggregate will be 3/8-inch minus.
- 1.6 **Storage of Equipment & Materials.** Equipment and materials are not to be stored in the right of way unless approved in writing by the City of Federal Way.
- 1.7 **Sidewalk/Driveway.** Whenever part of a square or slab of existing concrete sidewalk or driveway is cut or damaged, the entire square or slab shall be removed and replaced. All materials and compaction shall be in accordance with the City of Federal Way Development Standards. Wheel Chair Ramps must be replaced to meet ADA Standards. Concrete may not be placed in temperatures at or below freezing. 3000 psi. Maximum concrete accelerator .5%. Calcium is not permitted. No monolithic pours allowed.
- 1.8 **Bury Depth.** All underground utility lines must have a minimum thirty-six (36") inch cover from finished grade, ditch bottom, or natural ground. Refer to WSDOT Utility Manual for pipe cover requirements on State Routes; SR 18, SR 99, SR 161, SR 509.
- 1.9 **Pre-Construction Meeting.** In the event the City requires a pre-construction meeting, the necessity of such meeting is to be at the City's sole discretion. Permittee shall be responsible for scheduling the meeting at least five (5) working days prior to the commencement of the Work.
- 1.10 **Hours of Operation.** Permittee may only perform work in the right of way between the hours of 8:30a.m. and 3:00p.m., Monday through Friday, unless different hours of operation are approved in writing by the City. No Work Is Permitted In The ROW On Weekends Or Holidays Observed By The City. No work will be permitted after 12pm (noon) on a day prior to a holiday weekend.
- 1.11 **Removal of Trees.** Permittee shall not clear, remove or disturb any trees or vegetation in the right of way without submitting a revegetation and erosion control plan, in form and content acceptable to the City.

NOTICE TO PUBLIC WORKS - Permittee shall notify the Public Works Department at least twenty-four (24) hours, but not more than Seventy-two (72) hours, prior to commencing the Work. Crew must call permit # and work location **each** morning they are to be working in town to verify the start of work. Failure to provide such notice will result in the assessment of a **job start penalty charge per each occurrence**, in addition to any other fees provided for in this Permit.

PENALTIES- Penalties up to One Thousand Dollars (\$1 000.00) per day may be imposed by the City, payable on demand, if Permittee delays restoration, relocation, or removal of facilities beyond the time limits prescribed by the City pursuant to paragraphs 4, 5, 6, 7 or 8 herein or otherwise, or fails to complete the Work in a workmanlike manner, at the city's sole discretion, or to complete the work prior to the expiration of this Permit, unless an extension has been granted. This penalty shall not constitute liquidated damages or an election of remedies by the City, but will be in addition to any other remedies available to the City at law, in equity, or by statute.

CITY'S RIGHT TO COMPLETE WORK- The City reserves the right to complete the Work, relocate or remove the facilities pursuant to paragraphs 5, 6, 7 or 8 herein or otherwise, and upon demand, Permittee shall pay to the City an amount equal to all of the City's costs and expenses in performing such work.

RESTORATION- After completion of work authorized by this permit, the Permittee shall restore the right of way at its sole cost and expense, to a condition which is equivalent to or better than the condition of the right of way prior to commencing the Work and to a condition satisfactory to the City within 30 days. Permittee shall repair the damage at its sole cost and expense, without delay or interruption and within the time period prescribed by the City.

REPAIRING DAMAGE BY PERMITTEE- In the event that the Permittee in the course of performing the Work causes damage of any kind, Permittee shall repair the damage at its sole cost and expense, without delay or interruption and within the time period prescribed by the City.

RIGHTS RESERVED TO THE CITY -REMOVAL OF FACILITIES-The City reserves the right to use, occupy and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the right of way, or developing, improving, repairing, or altering the right of way. Upon the City's demand, the Permittee will, at its sole cost and expense, remove, repair, relocate, change, or reconstruct such facilities or installations pursuant to the City's instructions and within the time period prescribed by the City.

ABATEMENT OF UNSAFE CONDITIONS- The City may, at any time and in its sole discretion, perform all work necessary to restore to a safe

condition, any right of way left by the Permittee in a dangerous condition to life or property. Upon demand, the Permittee shall pay to the City all costs and expenses of such work.

BUSINESS LICENSE - Per Federal Way Revised Code section 12, all contractors/businesses performing work in the City of Federal Way must possess a valid City of Federal Way business license.

PAYMENT OF FEES - Permittee shall pay to the City immediately upon receipt of the City's monthly invoice, all costs and expenses involved in administering this Permit, including, but not limited to, a permit fee and hourly rate charges for plan review and inspection of the Work.

PERMIT REVOCATION - This permit is revocable at any time by the City. The right to revoke is expressly reserved to the City.

TERMINATION OF PERMIT - In the event the City does not revoke this Permit pursuant to paragraph 11, this Permit expires on the date set forth on the cover page of this Permit; provided, however, that the Public Works Director or the Director's designee may grant up to a six-month extension to this Permit, at his or her sole discretion, and only in the event the Permittee makes written application for an extension, pays all fees in advance, and has been found to have fully complied with all of the conditions and requirements of this Permit.

INDEMNIFY AND HOLD HARMLESS - The Permittee agrees to indemnify and hold harmless the City and its appointed and elected officials, officers, employees, agents, and volunteers from and against liability for all assessments, claims, demands, suits, and judgements, including costs and attorney fees, for injury to persons, death, or by Permittee's breach of this permit. In the event it is determined that RCW 4.24.115 applies to this Permit, the Permittee agrees to defend, hold harmless, and indemnify the City to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the City to the full extent of Permittee's negligence. Permittee agrees to defend, indemnify, and hold harmless the City for claims by Permittee's employees and agrees to waive its immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties, unless such claim is caused by the City's negligence.

NOTICE - Permittee shall notify all property owners adjoining or in proximity to the right of way and all utility companies having facilities or installations in the right of way when such property may be exposed to the possibility of injury or damage. Permittee shall make all arrangements necessary to protect such property or utility from injury or damage. Coordinate with property owners for access during construction.

TITLE - This permit grants only the right to use the City's interest in the right of way. The granting of this Permit is not a warranty that good title to any specific property is vested in the City.

INSURANCE - The Permittee shall procure and maintain, for the duration of this permit, the following insurance:

- 16.1 Minimum Limits of Insurance. In the case of a contractor performing the work, comprehensive general liability insurance, in form approved by the City, with limits of liability not less than \$500,000 per occurrence and \$2,000,000 in the aggregate for personal injury, including death, and property damage. In the case of a homeowner performing the work on their own property, homeowner's insurance in form acceptable to the City, with limits of liability not less than \$300,000 for personal injury, including death, and property damage.
- 16.2 Deductibles and Self-Insured Retentions. The City must approve all deductible or self-insured retention. At the option of the City, Permittee shall reduce or eliminate any such deductibles or self-insured retentions.
- 16.3 Mandatory Insurance Provisions. Each policy shall contain, or be endorsed to contain, the following provisions:
- (i) The City, its officers, officials, employees and volunteers are to be named as additional insured;
Coverage shall state that the Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
 - (ii) Coverage shall not be suspended, cancelled or reduced in coverage or in limits except after thirty (30) days prior written notice to the City by certified mail, and return receipt requested; and
 - (iii) Coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance by the City, its officers, officials, employees, or volunteers shall be in excess of the Permittee's, insurance and shall not contribute with it.
- 16.4 Verification of Coverage. Permittee shall furnish the Public Works Department with Certificate(s) of Insurance and with original endorsement(s) affecting evidencing the coverage's required by this permit. The certificate and endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf and are to be received and approved by the City before this Permit shall be issued. At the City's request, Permittee shall deliver certified copies of all required insurance policies.

BONDS OR ASSIGNMENT OF FUNDS - The Permittee shall delivery to the City, in form satisfactory to the City, prior to the issuance of this Permit, either a Bond to Perform Work on City Rights of Way, or an assignment of Funds and Bank Certification in Lieu of Bond, in an amount not less than Ten Thousand Dollars and No/100 (\$10,000), in favor of the City.

ANTI-DISCRIMINATION - In all hiring or employment made possible or resulting from this Permit and in all benefits of any services or activities resulting from this Permit, Permittee shall not discrimination against any person because of race, color, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained dog-guide by a blind or deaf person 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. Permittee shall not violate any of the terms of RCW 49.60, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination. Any violation of this provision shall be grounds for termination of this Permit and may result in ineligibility for further permits.

NON-EXCLUSIVE RIGHT - This permit shall not be deemed to be an exclusive right. It does not prohibit the City from granting any other permits to other public or private entities, and it does not prevent the City from using any affected right of way or affect its jurisdiction over any part of the right of way.

REMEDIES NOT EXCLUSIVE - No remedy provided for by this Permit shall be deemed exclusive, but shall be deemed cumulative and in addition to every other remedy available to the City existing at law, in equity or by statute.

NO ASSIGNMENT - This Permit shall not be assigned by Permittee to any person or entity without the written consent of the City, which consent may be withheld for any reason.

**** SPECIAL TERMS & CONDITIONS AS PRINTED ON PERMIT- FAILURE TO COMPLY WILL RESULT IN STOP WORK ORDER**

Last Update DECEMBER 2016