



CITY OF RAINIER
P O BOX 258
RAINIER WA 98576
360-446-2265 OR 360-446-2636

APPLICATION FOR RIGHT-OF-WAY
PUBLIC WORKS DEPARTMENT
102 ROCHESTER STREET
RAINIER, WA 98576

1. Subject to all terms, conditions and provisions written or printed below or on any part of this for permission is hereby granted to:_____
2. To construct (describe work):_____
- At (location):_____
- 2a. submit a working drawing or plan showing work to be done/dimensioned to right-of-way lines or approved in the field by the City.
- 2b. Working drawings or plans are subject to approval by the City of Rainier.
- 2c. Sufficient compaction so that the finished surface will conform with the original surface. All trenches across driveways or within 3 feet of paved surface shall be backfilled and compacted according to the State Standard Specification unless a variance is approved.
- 2d. No pavement cuts across streets, roads or driveways constructed of asphalt concrete or Portland cement unless approval has been granted by the City for such crossing and all pavements cuts shall be made by sawing.
3. Property owners and/or residents along this project shall have the right of safe ingress and egress at all times.
4. At no time during construction will any roadway be entirely closed. One way traffic shall be maintained at all times unless an approved, signed detour route is established. All traffic control shall comply with the M.U.T.C.D.
5. Completed restoration of shoulder, ditches and landscaped areas must be approved the City of Rainier.
6. Backfill of trenches across driveways or roadways shall be mechanically tamped in layers not over 6 inches in depth. Trenches shall be backfilled with gravel base if material removed is not suitable for replacement. Excess excavated material will be disposed of by applicant.
7. A temporary patch of cold mix will be placed on road crossings and driveways by the applicant after back filling until permanent patch can be placed.
8. Permanent patching will be done by permittee.
9. This permit covered by Bond Number _____ in the amount of \$_____, with _____
10. No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with and received instruction from Rainier Public Works. Call 360-446-2636 or 360-446-2265.
11. Any underground work shall require notification by the applicant to prevent damage to other underground installations, gas, power, telephone, cable TV, water, sewer, and storm drainage.
12. This permit shall be void unless the work herein contemplated shall be completed before _____.

Payment of all permit fees shall be paid by the Permittee before issuance of this permit. Fee \$75.00

The undersigned applicant accepts all conditions of the permits as set forth herein.

Applicant Signature _____ Printed Name _____ Date _____

Applicant Address _____ Email _____

Contractor Registration No/UBI _____ City Business License No. _____

City Approval _____

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

- a. A bond is required for the protection of the City. Minimum bond shall be \$5,000. Multiple projects may require a higher bond amount.
- b. During progress of work, such barriers shall be properly lighted when necessary. All traffic control shall comply with the M.U.T.C.D.
- c. In accepting this permit, the petitioner, his successors or assigns, agrees to protect the City and save it harmless from all claims, actions or damages of every kind and description may accrue to or be suffered by any persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operations or by the improper occupancy of rights of way of public place or public structure, and in case any suit or action is brought against said City of damages out of or by reason of any of the above causes the Petitioner, his successor or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy judgment after said suit or action shall have finally been determined if adverse to the City.
- d. Except as herein authorized, no excavation shall be made or obstacle placed with the limits of a City street in such a manner as to interfere with the travel over said road.
- e. If the work done under the Permit interferes in any way with the drainage of the City streets, or cause damage, the grantee shall wholly and at its own expense make such provisions as the City may direct to take care of said drainage and/or damage.
- f. On completion of said work herein completed, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat, presentable and satisfactory to the City.
- g. Grantee shall comply with the Washington State Electrical Code, City Ordinances, Washington Department of Highway Standards and Standards Specification for Road and Bridge Construction.
- h. No work permitted on Saturday, Sunday, or Holiday, or between the hours of 6 p.m. and 6 a.m. of any working day, except in case of emergency and then only upon notification of the City of Rainier.
- i. Notify Police, Fire, Rainier Public Works and local School District before opening any trenches across roadway and when project is completed.
- j. All of the work herein contemplated shall be done under the supervision and to the satisfaction of the City of Rainier Public Works and the entire expense of said supervision shall be borne by the parties to whom this Permit is issued.
- k. The City hereby reserves the right to order the change of location or the removal of any structure or structures authorized by the Permit, at any time said change or removal to be made at the sole expense of the party of parties to whom the Permit is issued, or their successors and assigns.
- l. All such changes, reconstruction or relocation by the grantees shall be done in such manner as will cause the least interference with any of the City's work and the City shall in no way be held liable of any damage to the grantee by reason of any such work by the City, its agents or representatives or by the exercises of any right by the City upon the roads, streets, public places or structures in question.
- m. The Grantee recognizes and agrees that it is responsible for and will make at its own expense any changes that may be required in location of work described under (2) of this permit and if item (1) above.
- n. The permit or privilege shall not be deemed or held to be an exclusive on and shall not prohibit the City from using any of its roads, streets, or public places or affects its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
- o. The City may revoke, annul, change, amend, amplify or terminate the Permit or any of the conditions herein enumerated if grantee fails to comply with any of its provisions, requirements or regulations as set forth or through willful or unreasonable neglect, fails to heed or comply with notices given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

- p. The party or parties to whom the permit is issued shall maintain at his or their sole expense the structure or object for which the permit is granted in a condition satisfactory to the City.**
- q. In accepting this permit, the grantee, his successors and assigns agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of contractor, working for the City or of any City employee shall be at the sole expense of the grantee, his successors or assigns.**