

Right-of-Way Permit Requirements



CITY OF SHELTON

RIGHT-OF-WAY PERMITS

When do I need to obtain a right-of-way permit?

A right-of-way use permit is required for any work in or use of the public right-of-way, such as:

- Sewer and Water main extensions
- Sewer and Water service connections
- Storm Drainage Improvements
- Driveway Connection to Street
- Roadway Improvements
- Utility Work
- Paving
- Mail Boxes
- Sidewalk, Curb and Gutters
- Street Lighting
- Surveying
- Tree Removal
- Landscaping

Or any other excavation, applicable installation, or use of the City right-of-way.

What documents might I need to include with my application for a Right-of Way permit?

- **Site plan.** The site plan needs to identify the following, as applicable to the project:
 - Existing Street names and locations
 - Existing City Right-of-Way(s)
 - Existing easement locations
 - Location of Work Area (i.e. work zone, laydown yard, stock piles, ect.)
 - Existing water, sewer (size and type)
 - Proposed water, sewer (size and type)
 - Existing and proposed access location to the public street
 - Existing location and name of drainage/surface water
 - Proposed drainage facilities type and location
- **Traffic and Pedestrian Control Plan.** Any work being done that may impact the sidewalk and/or roadway, disrupting the normal flow of vehicle or pedestrian traffic, requires a traffic and/or pedestrian control plan. Additional information provided under *General Provisions Applicable to All Permits* page, as well as the City of Shelton Traffic Control Handbook, and the MUTCD (Manual for Uniform Traffic Control Devices).
- **Erosion & Sediment Control Plan.** A Small Parcel Erosion and Sediment Control plan may be required if substantial land disturbing activities are involved with the project. Information on these requirements can be found in the Department of Ecology Stormwater Erosion and Sediment Control for Small Parcel Construction hand out.

All plans and drawings must be complete and readable for acceptance. If your application is not complete, you will be notified of corrections required and the application packet will need to be resubmitted for review.

Right of Way permits applications that include work on State Route 3 (Also known as portions of; Olympic Highway South, First Street, Railroad Avenue, Front Street, and Pine Street) that will impact traffic or disrupt pavement will need to be coordinated and reviewed by the Washington State Department of Transportation. You will be notified of additional documentation required and extra processing time will apply.

Violation of City excavation and encroachments

- At no time should any work in the right of way take place without a valid permit and plans on the worksite.
- Any person or firm who violates the provisions of Chapter 12.20 of the Shelton Municipal Code shall be subject to the following penalties.
 - Minor infractions as determined by the City Attorney will be subject to a double permit fee.
 - Major infractions as determined by the City Attorney shall be guilty of a misdemeanor and punishable by a fine of not more than three hundred dollars or imprisonment of not more than thirty days or both.

CONDITIONS OF APPROVAL:

1. A copy of this permit must be present at the work site at all times. All work must conform 100% to the terms of this permit.
2. This permit will become void **180 days** after the issuance date.
3. In accepting this Permit the Applicant, their successors and/or assigns, agrees to protect the City and save it harmless from all claims, actions or damages of every 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 rights-of-way or public place or public structure, and in case any suit or action is brought against the 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 of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy judgment after the said suit or action shall have finally been determined if adverse to the City.

4. Insurance and Indemnity:

The Permittee shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Permittee or on the Permittee's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that RCW 4.24.115 applies to this Permit, then the Permittee agrees to defend, indemnify, and hold the city, its officers, officials, employees, and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Permittee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- A. Insurance Term: The Permittee shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Permittee's behalf with the issuance of this Permit.
- B. No Limitation: The Permittee's maintenance of insurance as required by the Permit shall not be construed to limit the liability of the Permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance: The Permittee shall obtain insurance of the types and coverage described below:
1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.
 2. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- D. Minimum Amounts of Insurance: The Permittee shall maintain the following insurance limits:
1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products- completed operations aggregate limit.
 2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- E. Other Insurance Provision: The Permittee's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Permittee's insurance and shall not contribute with it.
- F. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- G. Verification of Coverage: The Permittee shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Permittee before issuance of the Permit.
- H. Notice of Cancellation: The Permittee shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- I. Failure to Maintain Insurance: Failure on the part of the Permittee to maintain the insurance as required shall constitute a material breach of the Permit, upon which the City may, after giving five business days' notice to the Permittee to correct the breach, immediately terminate the Permit or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

- J. City Full Availability of Permittee Limits: If the Permittee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Permittee, irrespective of whether such limits maintained by the Permittee are greater than those required by this Permit or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Permittee.
5. The Applicant may be required to procure and maintain, for the duration of one (1) year beyond completion of said work, a Performance Bond in the amount equal to 150% of the project cost. Applicant shall furnish the Public Works Department with Certificate(s) of bond with original endorsement(s).
 6. This Permit or privilege shall not be deemed or held to be an exclusive one and shall not 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, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
 7. The Applicant is responsible for the maintenance of all work completed by them as well as any work completed by an Applicant- retained contractor for a warranty period of one year. All warranties shall start over if rehabilitation work is performed within the patched area within the first year. Upon the receipt of written notice of required corrective work, the Applicant shall pursue vigorously, diligently, and without unauthorized interruption of the City Facilities, the work necessary to correct the items listed. Warranty covered defects include but are not limited to:
 - Sunken pavement patches greater than or equal to one-quarter inch measured with a ten-foot straight edge.
 - Poor workmanship.
 - Inadequate compaction per City standards.
 - Sunken or damaged curb, sidewalk, or structures in excavation work area.
 - Sunken or damaged catch basins or other drainage structures in excavation work area.
 - Cracks within patched area.All warranties will become void if the road receives a qualifying pavement treatment within the patching limits. Qualifying pavement treatments include the following but are not limited to: mill and overlay, removal and replacement, thin lift overlay, large area patches half a block in length, and half a lane in width or full street reconstruction. Slurry seals, chip seals, and fog seals are not considered pavement treatments; they are considered a maintenance treatment.
 8. The Public Works Director may revoke, annul, change, amend, amplify, or terminate this Permit or any of the conditions herein enumerated if Applicant fails to comply with any or all of its provisions, requirements and regulations as herein 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 alt all or for any cause or reason whatsoever.
 9. In accepting this Permit, the Applicant, their successors and/or assigns, agree that any damage or injury done to the property of the Applicant, or any expense incurred by them through the operation of a contractor, working for the City, or of any City employee shall be at the sole expense of the Applicant, their successors and/or assigns.
 10. Additional Conditions specific to the individual circumstances provided in an application for Right-of Way Permit, will be provided upon permit issuance.

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

Note: The term *Public Works Director* is to mean the City of Shelton's Public Works Director or his/her authorized representative.

Notifications

- a. Call before you dig: 48 Hour Underground Locate call 811
- b. The Applicant shall notify the City of Shelton Public Works Department, at permits@sheltonwa.gov, at least 24 hours prior to start of work and upon completion of work.
- c. Notify Central Mason Fire & Rescue, Shelton Police, and Mason Transit Authority prior to and after completion of the work or project involving roadway closures.

Traffic Control

- d. All traffic control and traffic control devices shall be as specified in the latest edition of the Manual for Uniform Traffic Control Devices (MUTCD). The MUTCD (manual for uniform traffic control devices) can be found at [Manual on Uniform Traffic Control Devices \(MUTCD\) | Manuals | WSDOT](#)
- e. During the progress of the work, such barriers and warning signs shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. The barriers shall be properly lighted when necessary. In addition, continuous, safe, pedestrian access shall be provided through the project area without directing pedestrians into the vehicle travel way.
- f. Night work (off-hours) in a work area with heavy traffic may be required at the discretion of the Public Works Director.
- g. At no time during construction will any roadway be entirely closed. One way traffic shall be maintained at all times.
- h. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a city street in such manner as to interfere with the travel over said street.
- i. Property owners and/or residents along this project shall have the right of safe ingress and egress at all times.
- j. See The City of Shelton Traffic Control Handbook for additional information.

General

- k. Applicant shall comply with the latest edition of the Washington State Electrical Code, City of Shelton Engineering Standards Manual, Washington State Department of Transportation (WSDOT) Standards and Standard Specifications for Road and Bridge Construction, and all other applicable laws and regulations.
- l. No work will be permitted on Saturday, Sunday or holiday, or between the hours of 6:00 p.m. and 7:00 a.m. the following day, except in case of emergency or unless approved by the Public Works Director.
- m. No trenching on public right-of-way after 4 p.m., unless approved by the City. Other work such as backfilling, cleanup, etc., or as approved by the City, is acceptable if 24-hour prior notice is provided to the City.
- n. All of the work herein contemplated shall be done under the supervision and to the satisfaction of the Public Works Director and the entire expense of said supervision shall be borne by the party or parties to whom this Permit is issued.
- o. The Public Works Director hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this Permit, at any time. Said change or removal to be made at the sole expense of the Applicant, or their successor and/or assignee.
- p. All construction, reconstruction, or relocation by the Applicant 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 for any damage to the Applicant by reason of any such work by the City, its agents or representatives, or by the exercise of any rights by the City upon the roads, streets, public places or structures in question.
- q. The Applicant shall, at its own expense, repair, replace, or relocate existing roadway improvements damaged or impacted, in the opinion of the Public Works Director, by construction of the improvements under this permit.
- r. The party or parties to whom this Permit is issued shall maintain at their sole expense the structure or object for which this Permit is granted in a condition satisfactory to the Public Works Director.
- s. Applicant shall take care to protect all existing monuments and property corner markers encountered during the course of construction. Applicant shall immediately notify City of any existing monuments and property corners disturbed by construction activities. All existing markers and/or monuments that must be removed for construction purposes are to be referenced by survey ties and then replaced by Applicant. The Applicant shall follow the "monument removal process" outlined in WAC 332-120. All existing property corner markers disturbed during construction, shall be replaced, at Applicant's own expense, by a Professional Land Surveyor registered in the State of Washington.
- t. Cleanup of excavation and debris material shall be accomplished concurrently with the burying operation whether by plowing or trenching. At no time shall there be debris and excavation material extending along a line for more than 600 feet.
- u. No utility poles shall be placed within the ten (10) foot clear zone, measured from the edge of traveled way to the nearest pole face, or within two (2) feet of a barrier curb, measured from the face of curb to the nearest pole face. In addition, it is

the responsibility of the utility company requesting replacement of a utility pole to insure that all other utilities are transferred from the retired pole. The retired pole shall be removed within sixty (60) days of completion of the work.

- v. All perpendicular utility crossings shall be done by boring or directional drilling. No perpendicular trench cuts will be allowed unless otherwise authorized by the Public Works Director.
- w. All pavements shall be saw cut or ground cut.
- x. All utilities shall have a minimum of 36 inches of cover.

Restoration

- y. The right-of-way shall be reconstructed as near as possible to its original state as before the construction began, and to the satisfaction of the Public Works Director.
- z. Backfill of trenches across driveways or roadways shall be mechanically tamped in layers not over 6 inches in depth to 95 percent maximum density per ASTM 1557. Materials determined by the City to be unsuitable for backfill at the time of excavation shall be removed and replaced with imported gravel base. Trenches less than 2-foot wide shall be backfilled with controlled density fill meeting the requirements of WSDOT Standard Specification 2-09.3(1)E unless otherwise approved by the Public Works Director.
- aa. The Applicant shall provide trench backfill density tests for all trenches over 3 foot deep. Tests shall be performed by a certified, independent testing firm and results given to the City Inspector within 3 working days of the work. Testing intervals shall be as follows:

Trench Depth	Compaction Testing Depths
Up to 10 feet	6 ft, 4 ft, and 2 ft from surface grade
10 feet to 20 feet	15 ft, 10 ft, 5 ft, 4 ft, and 2 ft from surface grade

- bb. The Applicant shall schedule work so that all utility cuts and other areas requiring patching that will be subject to vehicular traffic be made permanent by the end of each working day unless otherwise approved by the Public Works Director. In any case, the Applicant shall make patches permanent within 7 working days.
Steel Plates: Steel plates may be placed over unfinished portions of work at the end of each working day if approved by the Public Works Director. Steel plates must be anchored with bolts and shimmed at all edges with MC Cold Mix or hot mix asphalt concrete pavement. Applicant shall be responsible for maintaining steel plates, associated anchors and asphalt shims 24 hours a day, 7 days a week. Applicant shall provide appropriate signage for steel plating.
Temporary Patches: Temporary patches in areas subject to vehicular traffic will not be allowed unless otherwise approved by the Public Works Director. Material for temporary patches shall be MC Cold Mix or hot mix asphalt concrete pavement. All temporary patches shall be maintained on a daily basis.
- cc. The permanent roadway patch shall conform to the attached detail and latest edition of the City of Shelton Engineering Standards Manual.
- bb. All paving material shall be hot mix asphalt (HMA) Cl. ½” Class B unless matching existing Portland cement concrete (PCC) pavement.
- cc. The Applicant shall provide asphalt concrete pavement density tests for all new pavement. Tests shall be performed by a certified, independent testing firm and results given to the City Inspector within 3 working days of the work. The acceptable level of compaction shall be a minimum of 92 percent of the reference maximum density as determined by WSDOT FOP for AASHTO T 209. The level of compaction attained will be determined as the average of not less than 3 nuclear density gauge tests taken in accordance with WAQTC FOP TM 8 and WSDOT SOP T 729 taken on the day the mix is placed.
- dd. Applicant shall guarantee that the surface smoothness, as required by Division 5-04.3(13) of the most recent edition of the WSDOT Standard Specification for Road and Bridge Construction, of any and all pavement patches constructed under this permit, shall be maintained for a period of one year.
- ee. If the work done under this Permit interferes in any way with the drainage of the City streets, or causes damage, the Applicant shall wholly and at their own expense make such provision as the Public Works Director may direct to take care of said drainage and/or damage.
- ff. Crushed rock to be placed on shoulder or road as directed by the Public Works Director.
- gg. On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the City of Shelton Public Works Director.

SAMPLE SITE PLAN

RIGHT-OF-WAY PERMIT SITE PLAN

NAME: JOHN DOE

ADDRESS: 123 A ST., SHELTON, WA 98584

LEGAL DESCRIPTION: LOT 2, BLK. 3, LUMBERMAN'S ADDITION

PARCEL NO.: 320195412345

INSTRUCTION TO APPLICANTS

THIS FORM NEED NOT BE USED WHEN PLOT PLANS DRAWN TO SCALE OF NOT LESS THAN 1"=20' ARE FILED WITH PERMIT APPLICATION, (EACH BUILDING SITE MUST HAVE A SEPARATE SITE PLAN), FOR NEW BUILDINGS PROVIDE THE FOLLOWING IN THE SPACE BELOW:

CHECK LIST FOR RIGHT-OF-WAY PERMIT SITE PLAN

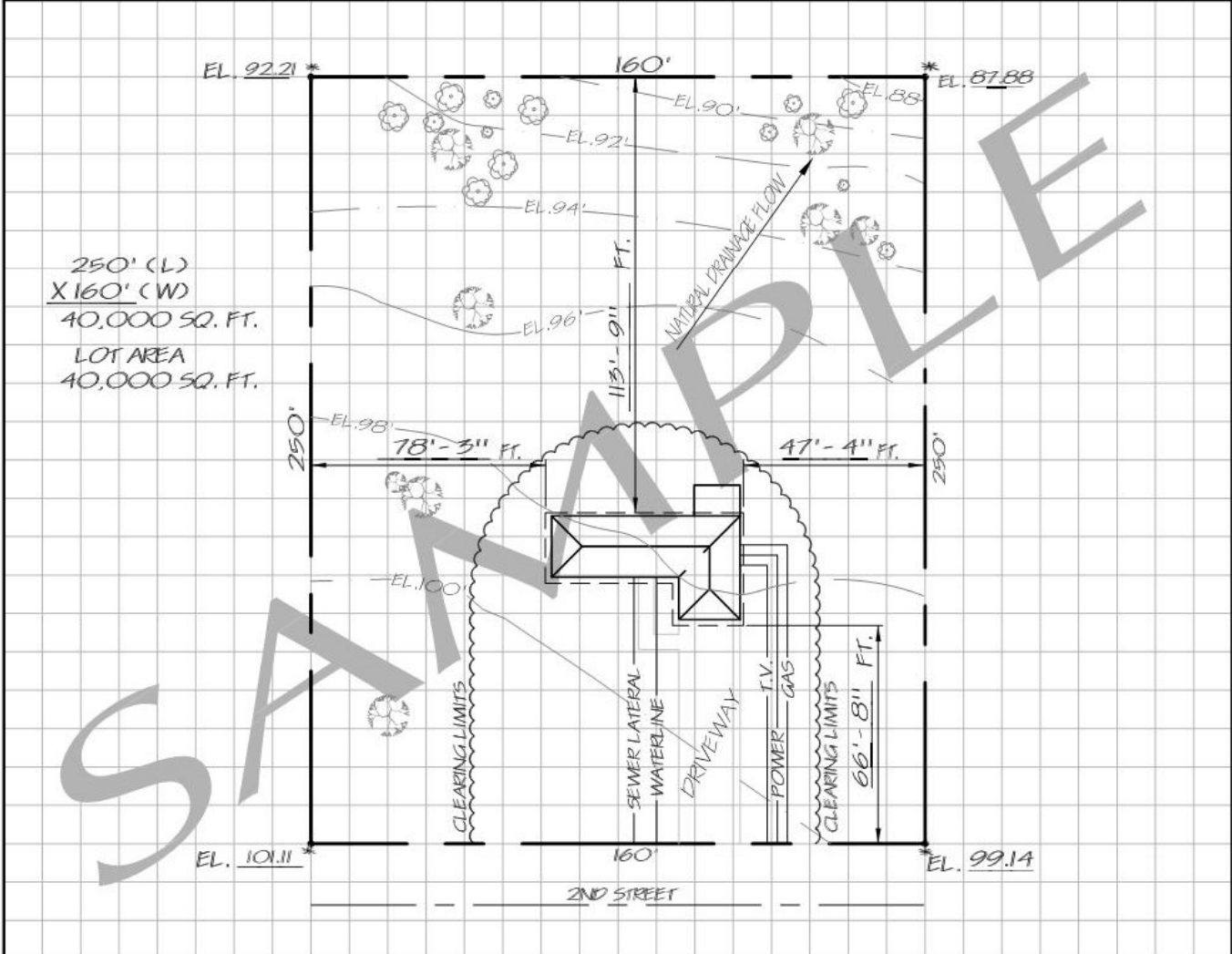
(MARK ALL THAT APPLY)



- | | |
|--|---|
| <input checked="" type="checkbox"/> PROPERTY DIMENSIONS | <input checked="" type="checkbox"/> SETBACKS |
| <input checked="" type="checkbox"/> LOT AREA | <input checked="" type="checkbox"/> SEWER, WATER
POWER & UTILITY LINES |
| <input checked="" type="checkbox"/> BUILDING FOOTPRINT | <input checked="" type="checkbox"/> ELEVATIONS AT CORNERS
OF PROPERTY |
| <input checked="" type="checkbox"/> INGRESS/ EGRESS TO
PROPOSED BUILDING(S) | <input type="checkbox"/> SIDEWALKS
(PROPOSED & EXISTING) |
| <input checked="" type="checkbox"/> STREET NAME(S) | |

- IF APPLICABLE
- | |
|---|
| <input type="checkbox"/> EXISTING BUILDINGS |
| <input type="checkbox"/> BODIES OF WATER |
| <input type="checkbox"/> EASEMENTS |
| <input checked="" type="checkbox"/> ANY OTHER SIGNIFICANT
TOPOGRAPHIC FEATURE(S)
I.E. DITCHES, FENCES,
CONTOURS, TREES, ETC. |

SHOW SCALE: 1" = 50 FT. OR 1 SQUARE = ____ FT.



I/WE CERTIFY THAT THE PROPOSED CONSTRUCTION WILL CONFORM TO THE DIMENSIONS AND USES SHOWN ABOVE AND THAT NO CHANGES WILL BE MADE WITHOUT FIRST OBTAINING APPROVAL.

PRINT NAME(S) OF OWNER(S) OF SITE & STRUCTURE(S)

SIGNATURE OF OWNER(S) OR AUTHORIZED REPRESENTITIVES

Blank Site Plan

RIGHT-OF-WAY PERMIT SITE PLAN

NAME: _____ ADDRESS: _____

LEGAL DESCRIPTION: _____ PARCEL NO.: _____

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CHECK LIST FOR RIGHT-OF-WAY PERMIT SITE PLAN (MARK ALL THAT APPLY)



- | | | |
|---|--|---|
| <input type="checkbox"/> PROPERTY DIMENSIONS
<input type="checkbox"/> LOT AREA
<input type="checkbox"/> BUILDING FOOTPRINT
<input type="checkbox"/> INGRESS/ EGRESS TO PROPOSED BUILDING(S)
<input type="checkbox"/> STREET NAME(S) | <input type="checkbox"/> SETBACKS
<input type="checkbox"/> SEWER, WATER POWER & UTILITY LINES
<input type="checkbox"/> ELEVATIONS AT CORNERS OF PROPERTY
<input type="checkbox"/> SIDEWALKS (PROPOSED & EXISTING) | IF APPLICABLE _____
<input type="checkbox"/> EXISTING BUILDINGS
<input type="checkbox"/> BODIES OF WATER
<input type="checkbox"/> EASEMENTS
<input type="checkbox"/> ANY OTHER SIGNIFICANT TOPOGRAPHIC FEATURE(S) I.E. DITCHES, FENCES, CONTOURS, TREES, ETC. |
|---|--|---|

SHOW SCALE: 1" = _____ FT. OR 1 SQUARE = _____ FT.

I/WE CERTIFY THAT THE PROPOSED CONSTRUCTION WILL CONFORM TO THE DIMENSIONS AND USES SHOWN ABOVE AND THAT NO CHANGES WILL BE MADE WITHOUT FIRST OBTAINING APPROVAL.

PRINT NAME(S) OF OWNER(S) OF SITE & STRUCTURE(S) _____

SIGNATURE OF OWNER(S) OR AUTHORIZED REPRESENTATIVES _____