



THE TOWN OF WOODWAY

23920 113th Place W. · Woodway · WA 98020
206.542.4443 · 206.546.9453 fax
<http://www.townofwoodway.com/permits/development.htm>

Permit #:

Date Issued:

RIGHT OF WAY PERMIT STANDARD TERMS AND CONDITIONS

1. The Grantee, its successors and assigns, is given and granted the right and authority to enter upon the Right-of-Way or Public Place for the purpose of performing the work described in this permit and approved by the Town.
2. The Town may unilaterally revoke, annul or terminate, revise or amend this permit without cause and for any reason including, but not limited to:
 - Grantee's failure to comply with any provision, requirement or regulation herein set forth;
 - Grantee's willful neglect of, or failure to heed or comply with notices given;
 - Grantee's facilities are not installed, operated, or maintained in conformity with conditions herein set forth;
 - Grantee's failure to conform to any applicable law or regulation as currently exists or may hereafter be enacted, adopted, or amended.
3. Grantee is required to notify the Town of Woodway Public Works Director at least 48 hours before starting work by calling 206.542.0183 or by faxing notification to the Inspection Request Fax Line at 206.546.9453. Failure to give notice will result in the assessment of a one-hour inspection time charge against the Grantee. This assessment is in addition to any other remedy available under law or equity, which the Town may wish to pursue and shall not be construed as an election or remedies by the Town.
4. Before any work commences, the site must be inspected, reviewed and approved by the Town with respect to:
 - Location
 - Type of construction
 - Material and equipment to be installed
 - Manner of erection or construction
 - Mode of operation of the installed facility
 - Manner of maintenance of installed facility
 - Method of safeguarding public traffic both during working hours and during non-working hours, while the project is under construction
5. The Grantee, by accepting this permit, agrees to obtain information from all utility departments regarding location and current status of their installations before starting work. Private property owners adjoining or in proximity of the Right-of-Way shall be notified when such property is exposed to the possibility of injury or damage through performance of this project. The Grantee shall make all advance arrangements necessary to protect such property and/or utility from injury or damage.
6. Approved plans are required on the job at all times. Please review all plans for any redline corrections.
7. Any deviation from the proposed plan resulting in what is commonly known as the "AS-BUILT" location must be approved in advance by the Town. Change order must show "AS-BUILT" position relative to grade line and centerline of the Right-of-Way and any other installations in the Right-of-Way.
8. All hard surfaced roads are to be jacked or bored. Exceptions will be considered on a case-by-case basis, with the expressed permission of the Town of Woodway Public Works Director.
9. Maintain one-way traffic at all times. Signs and traffic control will be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways. A Traffic Control Plan will be submitted for the Public Works Director's approval, on all roads.
10. Asphalt shall be neat line cut one foot back from trench. Restoration as a minimum shall include 6.5" of crushed surfacing top course. Class "B" asphalt thickness shall match existing thickness or 2", whichever is greater.
11. All driving lanes shall be open before 9 a.m. and after 3 p.m.
12. All restoration shall be equal to or better than pre-existing conditions.

13. The permanent asphalt patch shall be completed within 30 days of substantial completion.
14. Additional erosion control measures may be required by the Town of Woodway Inspectors/Engineers.
15. Fax request for final inspection upon completion at 206.546.9453 or call 206.542.0183.
16. To cancel an inspection or if you have any questions call 206.542.0183.
17. After the installation, operation, maintenance, or removal of a utility or facility, the grantee shall restore all Rights-of-Way and public places to the condition that is equivalent in all respects to the condition they were in before starting work.
18. In the event that any damage of any kind is caused by the grantee in the course of performing work authorized by this permit, the grantee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the Town.
19. The Town may at anytime do, order or have done any and all work considered necessary to restore to safe condition left by the grantee in a condition dangerous to life or property and upon demand, the grantees shall pay the Town all costs of such work, materials, etc.
20. When the Town deems it advisable to change the alignment or grade of any right-of-way or public place or structure by widening, grading, re-grading, paving, improving, altering, or repairing same, the Grantee upon written notice by the Town's representatives or agents will at its own sole cost and expense, raise, lower, move, change, or reconstruct such installations to conform with the plans of work contemplated or ordered by the Town according to a time schedule contained in the written notice.
21. Penalties up to \$1,000 dollars per day may be imposed by the Town, if the Grantee delays relocation of facilities beyond the time limits prescribed by the Town. The Town reserves the right to order its own agents or representatives to accomplish the desired change and all costs of relocation or removal shall be borne by the Grantee.
22. All such changes for construction or relocation by the Grantee shall be done in such manner as will cause the least interference with any of the Town's work. The Grantee shall have 72 hours written notice by the Town's representatives or agents of any blasting contiguous to the Grantee's permit rights, in order that it may protect its interest.
23. The grant or privilege shall not be deemed or construed to be an exclusive franchise. It does not prohibit the Town from granting other permits or franchise rights of like nature to other public or private utilities, nor shall it prevent the Town from any of its roads, streets, public places for any and all public use or affect its jurisdiction over all or any part of them.
24. All the provisions, conditions, requirements, and regulations herein contained shall be binding upon the successors and assigns of the Grantee and all privileges of the Grantee shall be given to such successors and assigns as if they were specifically mentioned.
25. The issuance of this permit to the Grantee does not in any way relieve the Grantee of any other applicable law in performing the work subject to this permit.
26. In all hiring or employment made possible resulting from the granting of this permit, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, ancestry, religion, national origin, marital status, or the presence of any sensory, mental, or physical handicap, 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.
27. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from granting of this permit.
30. Costs of review and inspection applicable to the project, over and above initial fees, will be reimbursed by the applicant to the Town at the time of final inspection.
31. Before the work is accepted by the Town, all of the direct costs and expenses involved in administering said permit must be paid to the Town by the Applicant. These include labor charges for examination, inspection, and supervision of work in progress by field personnel.
32. Right-of-Way/Street Use permits are valid for 90 days unless otherwise stated on the issued permit. If the permitted work is not completed on or before the expiration date of the permit, the applicant must apply for a new permit and will be required to pay application and processing fees.