

**UTILITY EXCAVATION WITHIN THE
 PUBLIC RIGHT-OF-WAY APPLICATION**

Application Date	Tax Parcel number(s) of project location	OFFICE USE ONLY: Permit File # _____
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Applicant / Franchise Holder _____

Mailing Address	Email Address
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City	State	Zip	Telephone #
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Name of Contractor:	WA State Contractor's Reg. #	Town Business License #
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A Certificate of Liability Insurance policy naming the Town of Friday Harbor as Additional Insured and Certificate Holder must accompany this application. The Town of Friday Harbor shall be the Certificate Holder and the description of operations/locations must be specific to the project. Policy limits on the Certificate shall be in the amounts as set forth on page 8.

The Contractor of Record agrees that all repairs will be completed in accordance with Town of Friday Harbor Street Standards on page 6. **Contractor of Record Signature** _____ **Date** _____

Project Location (must include street address) _____

Project Description _____

Is project within 200 feet of the shoreline?	Yes	No
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I, the undersigned, have read and understand the attached and agree to follow all instructions, procedures, and conditions stated herein. I, the undersigned, also understand and agree that I am/we are fully responsible for any and all damages or injuries occasioned by the work detailed herein, including work performed by employees, sub-contractors, or consultants of Applicant.

Signature of Applicant _____ Date _____

OFFICE USE ONLY: Approved _____ Approved w/ Special Requirements (see pg. 5) _____ Denied _____

Town Administrator _____ Date _____

PROCEDURE

1. Applicants for permits to perform work in or to occupy Town street right-of-way (ROW) with utilities, or holders of granted franchise rights contemplating work upon, along, over, or under any Town street, road, avenue, or alley on property in the Town, shall first file with the Town Administrator an application to do such work.
2. Applicant will be responsible for understanding and following all specifications and conditions agreed upon.
3. Such applications shall be accompanied by a drawing. Drawings shall be to a working scale, showing position and location of work, names or numbers and width of streets, roads, etc., showing their location in the plat, or subdivision, showing the relative position of such work to existing utilities, constructed, laid, installed, or erected within such streets or right of way.
4. The actual location of the work to be done under this permit must be flagged or marked, its depth below or above surface or grade of any Town structure, street, road, avenue, or alley, and shall be approved by the Town Administrator for any special requirements before any work shall be done by the applicant.
5. 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. Signing, barricades and traffic control in the vicinity of the work shall strictly conform to provisions of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual for Emergency Traffic Control for Protection of Men & Equipment". The applicant shall pay to the Town all costs of expenses incurred in the examination, inspection, and supervision of such work resulting from the granting of said permits.

STANDARDS AND SPECIFICATIONS FOR UTILITY INSTALLATION

1. Utilities shall be installed in accordance with Town specifications.
2. It will be the applicant's responsibility to contact all utilities in the area of the proposed street crossing to insure that no existing underground utilities will be disturbed when the work is performed.
3. Utility crossings shall be as near right angles to the street as practicable.
4. All utilities crossing the street shall be installed with PVC Schedule 40 plastic or equivalent conduit.
5. A minimum of 24 hours notice shall be given to the Street Department.
6. The traffic control required for the crossing shall be provided by the contractor and approved by the Town Administrator.
7. All blacktop removal shall require vertical cuts of the existing surface.
8. All trenches shall be bedded and backfilled with select material in 8" lifts by the contractor and compacted by a mechanical tamper.
9. Unsuitable backfill material (as determined by the Town) shall not be permitted.
10. The top 6" of the crossing shall be crushed rock.
11. The roadway and roadsides affected by the crossing shall be restored to a neat and orderly condition.
12. Pavement cuts shall be patched with HMA, minimum 2 inches, by the contractor within 30 days. The contractor shall be responsible for maintaining the traveled way each day until such time as the patching has been accepted by the Town.

SPECIAL REQUIREMENTS

Leadperson _____	Department _____	Date _____
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INSPECTION REPORT

Bedding _____	Inspected by _____	Date _____
Depth _____	Inspected by _____	Date _____
Fill _____	Inspected by _____	Date _____
Cover/Patch Final _____	Inspected by _____	Date _____

PUBLIC WORKS CONSIDERATIONS
Street and Storm Drainage Standards – 1997 Edition – Section 3

3. PUBLIC WORKS CONSIDERATIONS

3A. BONDING

3A.01 General

Bonds or other allowable securities may be required by the Town to guarantee the performance of or maintenance of required work. The type and amount of security shall be at the discretion of the Town. Types of securities include but are not limited to a bond with a surety qualified to do a bonding business in this state, a cash deposit, an assigned account, or a letter of credit. Standard forms for an assigned account and letter of credit are provided in Appendix A.

3A.02 Right-of-Way Bonding Requirements

Developers performing work in public rights-of-way shall be prepared to satisfy the following two bonding requirements.

A Performance Bond.

The Bond shall be approved as to surety by the Town, which bond shall be conditioned upon faithful completion of that portion of the work performed pursuant to the permit which will require completion by the Town should the permittee or his contractor default. The amount of such bond shall be equal to 150 percent of the improvements.

B Maintenance Bond.

Prior to final approval, the permittee or the contractor for the permittee shall post with the Town a maintenance bond for the guarantee of the public works improvements in an amount equal to 20 percent of the cost of the improvements for a period of one year after the completed job is accepted by the Town. Release of bond will occur one year from the date of Town acceptance if all maintenance has been accepted by the Town.

3B. LIABILITY INSURANCE

Any applicant receiving a permit under the terms of the Street and Storm Drainage Standards shall provide to the Town a satisfactory proof of the existence of the comprehensive liability insurance policy, in an amount and form determined by the Town Attorney, but in no event providing coverage less than the Town's coverage. The Town shall further be provided with an endorsement to such policy naming the Town as an additional insured.

Applicant Acknowledges Above _____
Name & Date

INDEMNIFICATION AGREEMENT

I, _____ as an authorized representative of _____ (Company) specifically and expressly agree to defend, indemnify, and hold harmless the TOWN OF FRIDAY HARBOR and all its officers, officials, employees, and agents from and against any claim, damage, liability, cost, penalties, attorney fees, etc. of whatsoever kind on account of death or injury of any or all persons involved and/or on account of all property damage of any kind whether tangible, intangible, or loss of use resulting therefrom, to any party arising from or in any matter connected with the use and/or work authorized by this permit taking place on publicly owned property, except damages arising from negligent acts for which the TOWN OF FRIDAY HARBOR is solely responsible.

Signature

Date

Name of Organization

Accepted by:

Town of Friday Harbor

Date

REQUIRED POLICY LIMITS OF GENERAL LIABILITY COVERAGE
ON CERTIFICATE OF INSURANCE

1. Each Occurrence--\$1,000,000
2. Damage to Rented Premises--\$200,000
3. Med Expenses--\$10,000
4. Personal and Adv Injury--\$1,000,000
5. General Aggregate--\$2,000,000
6. Products-Comp/Op Agg--\$2,000,000