



**CITY OF
Enumclaw**

**Right of Way Construction
AND Utility Construction Permit Application**

Utility Co. Project #: _____

Call for inspections 24- hours in advance at (360) 615-5678 or
Schedule online at <http://enumclaw.wa.permittrax.com/citizen>

PLEASE RETURN TO: 1309 Myrtle Ave. Enumclaw, WA 98022 Phone: (360) 615-5734 Fax: (360) 825-7232 Email: permits@ci.enumclaw.wa.us	Date Received
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All contractors working within City of Enumclaw need a business license, visit <http://business.wa.gov/BLS>

SITE ADDRESS		PARCEL # (REQUIRED)	
APPLICANT NAME		PHONE	
EMAIL		CELL	
ADDRESS CITY, ST , ZIP			
CONTRACTOR		PHONE	
(MAILING) ADDRESS CITY, ST, ZIP			
EMAIL		CELL	
CONTRACTOR'S REG #	EXPIRATION DATE	ENUMCLAW BUSINESS LICENSE #	
24-HOUR CONTACT check if same as applicant <input type="checkbox"/> same as contractor <input type="checkbox"/>		PHONE	
EMAIL		CELL	
ADDRESS CITY, ST , ZIP			
PROJECT NAME IF APPLICABLE:		PROJECTED START DATE:	
BRIEF DESCRIPTION OF PROPOSAL - Will you be working in the Right of Way? <input type="checkbox"/> Yes Is this a Side Sewer Only <input type="checkbox"/> Yes			

All permit requests must be accompanied by a drawing showing location and limits of work including existing surfacing and topographical conditions. A legal description may also be required.

A public Right-of-Way is property that has been dedicated to a government agency (ie. City, county, state or federal) for the construction and maintenance of streets, alleys, sidewalks, and public utilities for the public's benefit and use. A Right-of-Way permit is required for any private party that proposes to construct within or temporarily modify the use of a City's right-of-way. Private parties include franchised public utilities, un-franchised public utilities, and private property owners or their contractors. This permit may be issued simultaneously with a building permit and/or land disturbing activity permit when work is required in the right-of-way as part of a lot or parcel development.

Additionally, a Right-of-Way permit may be required for work within a publically owned property such as a park or within a public easement.

The City will deem at its sole option whether specialized quality control such as materials testing, soil and hot mix asphalt concrete compaction testing and quality control of cement concrete is necessary. The cost of specialized quality control shall be reimbursed by the Applicant.

Fees:

Side sewer repair with no Right of Way is a permit fee of \$200.00.

For small projects, \$463.00 will be collected which will cover a permit fee of \$55.00, one hour of inspection at \$108.00 and a \$300.00 cash deposit. For larger projects, those projects anticipated to exceed the amount of cash deposit for any restoration work, a performance guaranty with an amount set by the City may be required instead of the cash deposit. Additional inspection time will be billed at \$108.00 per hour. Whatever is left of the cash deposit after deducting any repair costs and additional inspection cost will be refunded, after the final inspection.

Additional city staff time beyond the one hour inspection time included in the initial permit fee will be billed and invoiced at an additional \$108/hr.

Insurance Requirement:

For the duration of the permit the Applicant shall procure and maintain insurance against any 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 Applicant's behalf. At the minimum, the insurance shall be of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Applicant's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing equivalent coverage. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products completed operations aggregate limit. The Applicant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Applicant's insurance and shall not contribute with it. The Applicant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Automobile Liability insurance shall be written with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

The applicant's maintenance of insurance shall not be construed to limit the liability of the applicant to the coverage provided by such insurance, or otherwise limit the City's resources to any remedy available at law or equity.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Applicant 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 Applicant before the Permit can be issued.

Applicant Guaranty:

Applicant shall be subject to a 2-year warranty period that will require repair of any defects in construction that might arise within said 2-year period, particularly trench settlements, pavement defects, and lawn and landscaping defects. Determination of defects is at the sole discretion of the city.

The Applicant 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 Applicant or on the Applicant's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the City.

The applicant, when commencing any work on the above project, hereby accepts this permit subject to the terms and conditions as herein set forth.

APPLICANT SIGNATURE

DATE