



## RIGHT-OF-WAY / APPROACH PERMIT APPLICATION

Liberty Lake Planning, Engineering & Building Services  
 22710 E Country Vista Drive, Liberty Lake, WA 99019  
 Phone: (509) 755-6704 Fax: (509) 755-6713  
 Email to: [permitcenter@libertylakewa.gov](mailto:permitcenter@libertylakewa.gov)

**Type of Work**      Approach      Non-Cut Obstruction      Pavement Cut      Boring      Other

Please provide the following:

- This application identifying all contractors and subcontractors that will provide services in the right-of-way.
- One electronic copy of drawings showing locations of all proposed equipment, both above-ground and below-ground. Include any trenching or boring required for installation. Note any removal of asphalt/concrete in the roadway or sidewalk. All drawings shall be to a working scale and include street names for reference.
- One electronic copy of the traffic control plan if any closures are anticipated. (See instructions on Page 2)
- Surety: franchise bond or performance bond for individual work. (See instructions on Page 2)
- Proof of insurance (See instructions on Page 2)

**All businesses which perform work in the City must have a current Business License, this includes sub-contractors hired. If the business is located outside of the City, the license must have a City Endorsement. If a Franchise Agreement/Bond is in place, list the owner of the Franchise here:**

**INDICATE THE APPLICANT WITH A CHECK MARK**

<b>Property Owner's Name:</b>	
Email:	Phone:
Address:	City, State, Zip:
<b>Applicant's Business &amp; Contact Name:</b>	
Email:	Phone:
Address:	City, State, Zip:
<b>Contractor's Business &amp; Contact Name:</b>	
Email:	Phone:
Address:	City, State, Zip:
WA State Contractor License:	Contractor UBI Number:
<b>Project Contact's Name:</b>	
Email:	Phone:
<b>Site Specific Information</b>	
<b>Project Location/Reference:</b>	
The undersigned hereby applies for permission to:	
<b>Applicant's Work Order Number:</b>	
<b>Anticipated Work Start Date:</b>	<b>Anticipated Work Completion Date:</b>

The estimated time required for completion, including restoration, of the above work is \_\_\_\_\_ days which the petitioner agrees to prosecute with all diligence and speed with due regard for the rights, interests, and conveniences of the public. Petitioner further agrees to perform the work in strict compliance with the provisions enumerated on the permit. The undersigned guarantees that if the backfill, street surfacing, or improvement fails within two (2) years from the date of final inspection by the City of Liberty Lake, they shall pay the cost of the City for making repairs or restoration of the roadway and improvements. In consideration of the granting of this permit it is agreed by the applicant that the City of Liberty Lake and any officer or employee thereof shall be saved harmless by the applicant from any liability of responsibility for any accident, loss, or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that any of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes

with the future use or maintenance of the street by the general public, it must be removed or relocated, as directed by the City Engineer at the expense of the permittee or his successor in interest.

- **A minimum of 3 business days’ notice is required for processing permit applications. Once permit is granted, call 1 (800) 424-5555 for locate services at least 3 days prior to digging. It is the applicant’s responsibility to have all utility locate indicators (flags, paint, etc.) removed at the project completion.**
- **You must notify Planning, Engineering & Building Services 24 hours prior to any lane, shoulder, or sidewalk closure by emailing [permitcenter@libertylakewa.gov](mailto:permitcenter@libertylakewa.gov). Failure to notify the City of closures will result in immediate removal from the right-of-way.**
- **Pre- and Post-construction inspections will be performed for any pavement cuts/repair, boring or trenching work. Email the Permit Center at [permitcenter@libertylakewa.gov](mailto:permitcenter@libertylakewa.gov) at least 24 hours before work starts and again after work is completed. All property (including but not limited to infrastructure, landscaping, and stormwater facilities) must be returned to pre-construction conditions at project completion.**
- **Failure to call for the pre- and post- inspections will result in all discovered damage (regardless of span of time lapse) to be considered a result of permittee’s work and will be their sole restoration responsibility.**

2020 Fee Schedule		
<b>PLEASE MAKE CHECKS PAYABLE TO CITY OF LIBERTY LAKE</b>	ROW APPROACH FEE	\$ 50.00
	ROW NON-CUT OBSTRUCTION FEE	\$ 100.00
	ROW PAVEMENT CUT FEE	\$ 200.00
	ROW BORING FEE	\$ 150.00
	+ TECHNOLOGY & PROCESSING FEE	\$ 40.00
	+ TRAFFIC CONTROL PLAN REVIEW FEE	\$ 75.00
	+ PRE- & POST-INSPECTION FEES	\$ 100.00
	<b>TOTAL PERMIT FEE DUE</b>	<b>\$ 165.00 - \$ 415.00</b>

**Required Signatures**

**BY SIGNING BELOW (WITH ELECTRONIC SIGNATURE OR PHYSICAL SIGNATURE), I ACKNOWLEDGE THAT I HAVE READ AND ACCEPT THE REQUIREMENTS LISTED ABOVE & BELOW. I GIVE MY PERMISSION FOR USE OF MY ELECTRONIC SIGNATURE ON THE PERMIT AND I ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE TERMS DESCRIBED ON THIS APPLICATION.**

<b>Applicant's Signature</b>	<b>Printed Name and Title</b>	<b>Date</b>
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**INSTRUCTIONS FOR RIGHT-OF-WAY PERMIT APPLICANTS**

**Applicability:** Applicants for permits to occupy City property with utilities, or perform work in the City rights-of-way involving excavation, temporary storage of materials, any alteration of the rights-of-way including cutting or placement of pavement, sidewalks, curbs or gutters, installation of new cables, wires or conduits, or holders of franchise rights proposing work upon, along, over, under, or across any City road, bridge, wharf, trestle, public place, street, avenue, or alley on property in the City, shall first file with the City of Liberty Lake Planning, Engineering & Building Services, their application to do such work.

**Application:** Email an electronic copy of applications, drawings, supporting documents and applicable traffic control plans to the City as noted. The applicant shall be responsible for obtaining any additional required permits/approvals from affected agencies.

**Expiration:** Right-of-way permits issued between April 1 and September 30 are valid for 30 days from the date of issuance with an available extension up to 30 days at the sole discretion of the City Engineer or their designee. Extension requests must be made in writing to the City Engineer. Right-of-way permits issued between October 1 and March 31 shall be valid until the following April 30th.

**Permit Fees:** Fees shall be assessed in accordance with the currently adopted City Fee schedule. They are due at permit issuance.

**Emergency Repairs:** A private or public utility may commence work prior to obtaining a permit provided the City Engineer (509) 867-6219 or Street Crew Lead (509) 844-2133 have been immediately notified via cell phone. The person responsible for the work must obtain a right-of-way permit on the first City business day following an elapse of no more than 48 hours after the work is commenced.

**Surety:** Depending on the activity, permit surety in the amount of 100% of the grantee's contract amount may be required with the City prior to the issuance of a right-of-way permit, if deemed necessary by the City. Prior to the release of the permit surety, a warranty bond, in accordance with the City Street Standards, may be required to be submitted to the City.

**Insurance:** Evidence of Insurance shall be furnished to the City in writing for general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate issued by a WA authorized company authorized for the time period of the work activity.

**Performance:** 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. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction, installation, erection of temporary structures, traffic turnouts, road construction, barricades, etc., shall meet WSDOT standard specifications. Signs, barricades, and traffic control in the vicinity of the work shall strictly conform to provisions of "The Manual on Uniform Traffic Control Devices to Streets and Highways." All asphalt cuts and repair patching shall follow guidelines in the Inland NW Regional Pavement Cut Policy. The applicant shall pay to the City all costs of and expenses incurred in the examination, inspection, and supervision of such work on account of the granting of said permits. The actual location of the work to be done under this permit, its depth below or above surface or grade of any City structure, road, street, avenue, alley, or public place shall be approved by the City of Liberty Lake or designated representative.

### **PERMIT CONDITIONS**

1. The petitioner designated herein as the "grantee" his successors and assigns, shall have the right and authority to enter upon the right of way of the City road, street, alley, public place, or structure as indicated on this form, for the purpose of doing such work as applied for, and approved by the City of Liberty Lake. The grantee shall provide a copy of the permit to all on-site work vehicles so that it is available for inspection during all construction hours. Failure of a work vehicle to have a permit on-board will result in immediate removal from the right-of-way.
2. The location, type of work, materials and equipment used, manner of erection or construction, safeguarding of public traffic during work or after doing same, mode of operation and manner of maintenance of project petitioned for, shall be approved by the City prior to start of work and shall be subject to the inspection of the City so as to assure proper compliance with the terms of this permit. Grantee agrees to remove all equipment and traffic control from rights-of-way outside of approved construction hours.
3. Signs, barricades, and traffic control in the vicinity of the work during all construction activities shall strictly conform to provisions of the Manual of Uniform Traffic Control Devices (MUTCD).
4. All asphalt cuts and repair patching shall follow guidelines in the Inland Northwest Regional Pavement Cut Policy.
5. The grantee shall commence work within one (1) week of the anticipated work start date. If at the end of the stated completion date grantee has not completed the installation, then the rights herein conferred shall cease and terminate. Grantee will then be obligated to apply for a new permit if work is not accomplished within allotted working days.
6. The grantee shall leave all roads, streets, alleys, public places, and structures after installation and operation or removal of utility, in as good and safe a condition in all respects as same were in before commencement of work by grantee.
7. In case of any damage to any roads, streets, public places, structures, or public property of any kind on account of said work by the grantee, the grantee will at once repair said damage at his own sole cost and expense.
8. The City or designated agents or representatives, may do, order, or have done any and all work considered necessary to restore to a safe condition any street, alley, public place, or structure which is in a condition dangerous to a life or property resulting from the Grantee's facility or its installation as permitted herein, and upon demand the grantees shall pay to the City all costs of such work and material.
9. If at any time the City deems it advisable to widen, grade, regrade, plank, pave, improve, alter, or repair any road, street, public place, or structure, the grantee upon written notice by the City, or designated representative or agents, will at his own sole cost and expense, raise, lower, change, move, or reconstruct such installations to conform to the plans of work contemplated or ordered by the City.
10. If upon written notice by the City the grantee fails to relocate any portion or all of the project as granted under this permit, the City, its agents or representatives may do any work at the cost and expense of the grantee, and all costs to remove or reconstruct same, shall be borne by the grantee.
11. All such changes, reconstruction or relocation by the grantee shall be done in such manner as will cause the least interference with any of the City's work and shall be subject to the same provisions which control an original installation. The City shall in no way be held liable for any damage to the grantee by reason of any such work by the City, its agents or representatives, or by the exercise of any rights by the City upon roads, streets, public places, or structures in question.
12. This grant or privilege shall not be deemed or held to be an exclusive franchise, nor 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, public places for any and all public use, or affect its jurisdiction over all or any part of them.
13. All the provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of the grantee and all privileges of the grantee shall inure to such successors and assigns as if they were specifically mentioned.
14. The City may revoke, annul, or terminate this permit if grantee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the work herein permitted is not installed or operated and maintained in conformity herewith or at all.

15. The City of Liberty Lake may at any time, change, amend, modify, amplify, or terminate any of the conditions herein enumerated so as to conform to any state statute or City regulation pertaining to the public welfare, safety, health, or highway regulations as are or may hereinafter be enacted, adopted, or amended, etc. The City may terminate this permit if grantee fails to comply with any such changes.
16. Petitioner by accepting this permit agrees to notify and check with all utilities regarding their installations before commencing work, together with private property owners when such property is liable to injury or damage through the performance of such work, and the applicant shall make all necessary arrangements relative to the protection of such property and / or utilities.
17. All locate indicators (e.g. Flags and/or marking on sidewalks, etc.) must be removed from the site upon conclusion of the permit. This is the sole responsibility of the grantee.
18. The applicant shall pay to the City all costs of and expenses incurred in the examination, inspection, and supervision of such work on account of the granting of said permits. Pre- and Post-construction inspections are required and grantee is responsible for notification to the City when inspections can be commenced.

In accepting this permit the petitioner, his successors and assigns agree to protect and save harmless the City from all claims, actions, or damages of any 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 right of way or public place or public structure, and in case any such suit or action is brought against 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 or commencement of such action defend the same at his or their sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined if adversely to the City.