

1. **License to Occupy Right-of-way.** The Permittee 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 and maintaining facilities described in this permit and approved by the City. This grant or privilege shall not be deemed a right of exclusive use of the subject property. It does not prohibit the City from granting other permits or rights of use of any nature to other public or private utilities, nor shall it prevent the City from use of any of its roads, streets, public places for any and all public use, or affect its jurisdiction over all or any part of them.
2. **Fees and Costs.** Before the work is accepted by the City, all of the direct costs and expenses involved in administering said permit, over and above the initial fee deposit, must be paid to the City by the applicant. This includes labor charges for review, inspection and supervision of work in progress by field personnel.
3. **Notice and Inspection.** Permittee is required to submit a request for inspection to the City via fax at (206) 801-2785 between 24 and 72 hours before entering the right of way. Failure to give notice will result in the assessment of a one-hour inspection time charge against the Permittee. This assessment is in addition to any other remedy available under law or equity that the City may wish to pursue and shall not be construed as an election of remedies by the City.

Permittee 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 to 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 Permittee shall make all advance arrangements necessary to protect such property and/or utility from injury or damage. It is the responsibility of the Permittee to notify all utility districts and private property owners when such property is liable to injury or damage through the performance of the requested work. Call 1 (800) 424-5555, 2 working days in advance for underground utility location. This instruction does not relieve the Permittee from required notification of City right-of-way inspectors.

Approved plans are required on the job. Please review all plans for any redline corrections. Any deviation from the proposed plan, resulting in what is commonly known as the "as-built" location must be approved in advance by the City. Change order must show "as-built" position relative to grade line and centerline of right-of-way and any other installations in the right-of-way. If you have questions, call the right of way inspector or the Planning & Community Development office at (206) 801-2500. For canceled inspections call (206) 391-0266 or (206) 396-3128. Fax request for final inspection upon completion to (206) 801-2785.

4. **Execution of Work.** Before any work commences, the site must be inspected, reviewed and approved by the City with respect to:
 - A. Location
 - B. Type of construction
 - C. Materials and equipment to be installed
 - D. Manner of erection or construction
 - E. Mode of operation of the installed facility
 - F. Manner of maintenance of installed facility
 - G. Method of safeguarding public traffic both during working hours and during non-working hours, while the project is under construction. At a minimum, one-way traffic will be maintained at all times.

The issuance of this permit to the Permittee does not in any way relieve the Permittee of any other applicable law in performing the work subject to this permit.

5. **Safety.** The Permittee, in accordance with applicable federal, state, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

The Permittee's facilities located in the right-of-way pursuant to this Permit shall be constructed and maintained in a safe and operational condition.

Whenever facilities or the operations of the Permittee creates a nuisance, causes or contributes to a condition that appears to endanger any person, or substantially impairs the lateral support of the adjoining right-of-way, public or private property, the Director may direct the Permittee, at no charge or expense to the City, to take actions to resolve the condition or remove the endangerment. Such directive shall include compliance within a prescribed time period.

In the event the Permittee fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist that require immediate action to prevent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and the Permittee shall be responsible to reimburse the City for its costs.

6. **Restoration.** After the installation, operation, maintenance or removal of a utility or facility, the Permittee shall restore all rights-of-way and public places to the condition which is equal or better in all respects to the condition they were in before starting work. All concrete encased monuments that have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications.

All hard surfaced roads shall be jacked or bored. Exceptions will be on a case by case basis, with the expressed permission of City of shoreline right-of-way inspectors. Where permitted, asphalt shall be neat line sawcut a minimum of 1 foot back from trench edge (3' back on transverse cuts). Restoration as a minimum shall include 4" of asphalt treated base (atb), under 2" of class "a" asphalt. The permanent asphalt patch shall be completed within 30 days of substantial completion.

In the event that any damage of any kind is caused by the Permittee in the course of performing work authorized by this permit, the Permittee 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 City.

Whenever facilities or the operations of the Permittee creates a nuisance, causes or contributes to a condition that appears to endanger any person, or substantially impairs the lateral support of the adjoining right-of-way, public or private property, the Director may direct the Permittee, at no charge or expense to the City, to take actions to resolve the condition or remove the endangerment. Such directive shall include compliance within a prescribed time period.

In the event the Permittee fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist that require immediate action to prevent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and the Permittee shall be responsible to reimburse the City for its costs.

7. **Relocation.** When the City deems it advisable to change the alignment or grade of any right-of-way or public place or structure by widening, grading, regrading, paving, improving, altering, or repairing same, the Permittee upon written notice by the City'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 City according to a time schedule contained in the written notice.

Facilities approved by this permit shall be relocated at the Permittee's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.

In addition to temporarily disconnecting, relocating or removing from any right-of-way its facilities when so required by the City, Permittee agrees to underground its facility approved under this permit upon notification of a joint trenching project under SMC 13.20.120.

Penalties up to one thousand (\$1,000) dollars per day may be imposed by the City, if the Permittee delays relocation of facilities beyond the time limits prescribed by the City. The City 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 Permittee. All such changes for construction or relocation by the Permittee, shall be done in such manner as will cause the least interference with any of the City's work.

8. **Financial Guarantee.** The Permittee shall secure and maintain a bond or other financial guarantee a form and amount agreeable to the City to secure compliance with all the terms of this Permit. Evidence of this guarantee must be provided to the City prior to the issuance of this permit. The City may utilize the bond to recover any costs or fees due the City under the conditions of this Permit that are not paid by the Permittee within 30 days of written demand. Failure of the Permittee to replenish the bond within 60 days of such utilization will act to terminate this Permit.
9. **Indemnification.** The Permittee agrees to indemnify and hold harmless the City of Shoreline as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors, and assigns, to defend, indemnify, and the City of Shoreline its appointed and elected officials and employees from and against liability for all claims, demands, suits, and judgments, including cost of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this permit. The Permittee's obligations under this permit shall include:
- A. (Indemnification for such claims whether or not they arise from the concurrent negligence of both parties, unless due to the sole negligence of the City of Shoreline;
 - B. The duty to promptly accept tender of defense and provide defense to the City of Shoreline at the Permittee's own expense;
 - C. Indemnification of claims made by the Permittee's own employees or agents; and

D. Waiver of the Permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties. In the event it is necessary for the City of Shoreline to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee. In the event it is determined that RCW 4.24.115 applies to this permit, the Permittee agrees to defend, hold harmless, and indemnify the City of Shoreline to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of City of Shoreline to the full extent of Permittee's negligence. Permittee agrees to defend, indemnify, and hold harmless the City of Shoreline for claims by Permittee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

10. **Insurance.** Permittee shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the operation or activities performed by or on the Permittee's behalf with the issuance of this permit.

Permittee's maintenance of insurance as required by the agreement 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.

Permittee shall obtain Commercial General Liability insurance not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operation aggregate limit. The insurance shall be written on Insurance Service 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.

The Permittee's insurance shall be primary insurance with insurance or risk pool coverage maintained by the City as excess of Permittee's insurance. The Permittee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after 30 days prior written notice by certified mail, return receipt requested, give to the City.

11. **Assignment.** This Permit can not be assigned or otherwise transferred to any entity. Any action to do so will act to terminate the Permit.
12. **Termination.** The City may unilaterally revoke, annul or terminate, revise or amend this permit on written for cause including, but not limited to:
- A. Permittee's failure to comply with any provision, requirement or regulation herein set forth;
 - B. Permittee's willful neglect of, or failure to heed or comply with notices given it;
 - C. Permittee's facilities are not installed, operated or maintained in conformity with conditions herein set forth;
 - D. Permittee's failure to conform to any applicable law or regulation as currently exists or may hereafter be enacted, adopted or amended.
13. **Abandonment.** No facilities laid, installed, constructed, or maintained in the right-of-way by Permittee may be abandoned by Permittee without the prior written consent of the Director and shall be subject to removal under a separate right of way permit obtained by the Permittee. Permittee shall remove all facilities installed in the City's right-of-way pursuant to this Permit prior to its expiration.