

UTILITY PERMIT

MASON COUNTY PUBLIC WORKS 100 W Public Works Drive Shelton, WA 98584	Road Number _____ Road Name _____ Permit Expires On: _____
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Department Use Only	
Admin. Fee = \$125, Lineal Ft. Work: _____ x \$0.25= \$ _____ Charge Card Fee \$ _____ Total Fee \$ _____ Bond Attached N/A Ins. Cert. Attached N/A	Paid by: Charge _____ Cash Check _____ Receipt No. _____

Subject to general and special permit conditions and provisions written, printed or referenced on any part of this permit, and conditioned upon payment of all fees (\$125.00 + 25 cents per lineal footage of installation) and, submission of required bond and insurance certificates, PERMISSION IS HEREBY GRANTED TO PERFORM UTILITY WORK IN THE MANNER, AT THE LOCATION AND FOR THE PURPOSES DESCRIBED HEREIN:

TO BE COMPLETED BY PERMITTEE: (APPLICATION IS NOT COMPLETE UNLESS ALL INFORMATION IS PROVIDED)
Operator _____ Job Number _____ Address: _____ Telephone _____ Lic./Bonded Contractor _____ Address: _____ Telephone _____ Contractor License No. _____ Expiration: _____ Location of Proposed Work: (Legal Description / parcel number when applicable) _____ Purpose: Installation Adjustment Relocation Maintenance Other _____ Facility: Type, size, class, etc. : _____ Nature of Installation: Longitudinal (Parallel) Transverse (Crossing) Fixed Object Miscl. Surface Disturbance Open Cut Boring/Push Aerial/Ground Mounted Miscl. Non-surface Disturbance Other _____ ROW Authorization: Franchise No. _____ Master Road Use Permit No. _____ Private Line Permit No. _____ Contingent on Issuance of ROW Authorization Approx. Start Date: _____ Approx. Completion Date: _____ Attach Exhibit Showing character, location, & detail of Proposed Work (MCC 12.24.060.B.4) <i>Mason County must be notified two business days before work begins. Failure to do so will result in shutdown of operations. Notifications can be made on Mason County's web site, Public Works homepage.</i>

Project Specific Performance/Payment Bond/Cash Deposit: Amount \$ _____ Term _____
 Blanket Performance and Payment Bond filed or Exempt Operator Private Line operator with
 Licensed/Bonded Contractor No Bond Required Other

PERMITTEE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL TERMS AND CONDITIONS OF THIS PERMIT AS WRITTEN OR REFERENCED HEREIN AND SIGNATORY BELOW WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO ACCEPT THIS PERMIT ON BEHALF OF AND AS A BINDING AGENT FOR PERMITTEE. Agreed to by: _____ Title: _____ Date: _____ Print Name: _____
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Approved by: _____	Date: _____	Title: _____
30 day Renewal by: _____	Date: _____	Title: _____
Released by: _____	Date: _____	Title: _____

GENERAL PERMIT CONDITIONS

1. Definitions. The terms, phrases, words, and their derivations not defined herein that are defined in Title 12 of the Mason County Code (“MCC”) or the Manual on Accommodating Utilities in the Mason County Right-of-Way published by the County Engineer (the “Manual”), shall have the same meaning or be interpreted as provided in Title 12 of the MCC or the Manual. Words not defined in Title 12 MCC or the Manual shall have their ordinary meaning.

2. Regulatory Compliance. All work shall be performed in conformance with Title 12 MCC, the County’s Standard Specifications for Road, Bridge and Municipal Construction, the Manual, the “Administrative Regulations” adopted by the County Engineer, the applicable franchise, master road use permit, or private line utility occupancy permit, the terms and conditions of this permit including all general and special conditions written or referenced herein and the approved plans and specifications, and all applicable state, federal and local laws, rules and regulations. Further, all work done under this permit shall comply with written requirements or directions which may be issued by the County Engineer or his/her designee relating to the particular project and shall be subject to inspection of and performed to the satisfaction of the County Engineer. The work, materials, plans and specifications shall be available at all times for inspection by duly authorized officials of Mason County to ensure compliance with this permit.

3. Revocation/Suspension/Modification/Renewal. If, in the reasonable judgment of the County Engineer, the Permittee is in violation of the conditions of this permit, the County Engineer may revoke or suspend the permit subject to notice and an opportunity to be heard. If the County Engineer finds that the original plans, standards and specifications under which this permit is issued are inadequate or inappropriate to protect the public health, safety or welfare, he/she may require different or additional plans, standards and specifications and they shall thereafter, or modification thereof, become a part and condition of this permit. All work authorized herein shall commence and be completed prior to expiration of this permit. This permit shall expire 180 days after issuance unless otherwise noted on this Permit. Any renewal of this permit shall be limited to 30 days is conditioned upon payment of applicable fees (\$35.00), and shall commence at 12:01 a.m. on the day following the original expiration date upon the same terms and conditions of the permit.

4. Indemnity. Permittee agrees to indemnify, defend, release, and hold harmless the County, its elected and appointed officers, and its agents, and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the County or any third party arising out of the presence of the utility facilities in the road rights-of-way, or by reason of, or resulting from the acts, errors, or omissions of the Permittee or Permittee’s agents, independent contractors, or employees related to or in any way arising out of the construction, installation, repair, maintenance, removal, replacement, adjustment, or relocation of utility facilities within the County road right-of-way, or by reason of, or resulting from the acts, errors, or omissions of third parties when arising out of the construction, installation, repair, maintenance, removal, replacement, adjustment, or relocation of utility facilities of such third party utility facilities within the road rights-of-way when such work is performed under authority of this utility permit or at the direction or under the control of the Permittee;

5. Bond/Insurance/Security. If required, a Payment and Performance bond or cash deposit shall be filed with the Permit, in a form and content satisfactory to the County Engineer, to ensure compliance with the conditions as set forth in this permit and payment of costs. Said bond will be held for above term and in the amount specified herein. Permittee's non-compliance with the conditions of this permit shall result in the forfeiture of all or part of the Bond. Permittee must procure and show proof of insurance as required pursuant MCC 12.24.100.B.1 & 2.

7. Commencement of Work. **(A) ROW Authorization:** Work may not commence unless and until the Operator on whose behalf this work is being performed has in place a franchise, master road use permit, or private line utility occupancy permit governing work performed in the road rights of way; **(B) Expiration:** Work shall commence and be completed prior to the Expiration date of this Permit. Unless otherwise noted, this permit automatically expires 180 days from the date of its issuance unless extended in writing by County Engineer. An extension may be granted after a request is made in writing and the appropriate fees are paid prior to the expiration date of the permit; **(C) Utility Coordination:** The relocation and/or adjustment of any public or private utility shall be the responsibility of the Permittee prior to any work authorized by this permit; and **(D) Notice:** Mason County must be notified at least two business days before work begins. No work shall be done under this permit until the Permittee has communicated with the office of the Department of Public Works and/or received instructions from Terry Conley, Mason County Road Utilities Specialist. **Phone Dept. of Public Works: 427-9670, Ext. 450.**

8. Restoration. Prior to the release of this permit, complete repair and restoration shall be made of any and all damages done or disturbance to the existing improvements in the public right of way caused by work on this site. It is the responsibility of the applicant to notify all utilities and private property owners when such property is liable to injury or damage through the performance of the above work and the applicant shall make all necessary arrangements relative to the protection, relocation or adjustment of such property and/or Utilities.

9. Assignment. This permit is non-transferable/non-assignable without prior written consent of the Mason County Engineer and is binding upon the heirs, successors, administrators and assigns of Permittee.

ATTACH PERFORMANCE PAYMENT BOND HERE

ATTACH INSURANCE CERTIFICATE HERE

**ATTACH EXHIBIT SHOWING CHARACTER, LOCATION,
& DETAIL OF PROPOSED WORK HERE**

MANUAL