

**RIGHT-OF-WAY USE PERMIT APPLICATION
SCC TITLE 13.10 – TYPE B, C, E TRANSACTIONS**



**Department of Public Works Customer Service Center
3000 Rockefeller CSC2, MS 607, Everett, WA 98201
(425) 388-6453**

Permit Number: _____ **Date:** _____
Permit Type: _____ (B, C or E)
DPW Right of Way Investigator: _____ **Extension:** _____
Office Use Only

**NO WORK OR ACTIVITY MAY BE STARTED WITHIN THE PUBLIC RIGHT-OF-WAY
UNTIL ALL APPROPRIATE PERMITS HAVE BEEN GRANTED BY SNOHOMISH COUNTY DEPARTMENTS.**

NE NW SW SE **Section:** _____ **Township:** _____ **Range:** _____ **Road Log:** _____

Project Name: _____ **WO/PFN** _____

Job Address: _____

PDS Construction Permit #: _____ **Date Issued:** _____

PDS Construction Permit #: _____ **Date Issued:** _____

PDS Inspector: _____ (*Office use-Property:* _____)

Location and Description of Use:

Applicant: _____ **Mailing Address:** _____

City: _____ **State** _____ **Zip** _____ (*office use:* _____)

Telephone: (_____) _____ **Mobile:** (_____) _____

Email: _____ **Fax:** (_____) _____

Contact: _____ **Mailing Address:** _____

City: _____ **State** _____ **Zip** _____ (*office use:* _____)

Telephone: (_____) _____ **Mobile:** (_____) _____

Email: _____ **Fax:** (_____) _____

Attachments: Traffic Control Plan Construction Plan Other _____
 ADA Temporary Access Plan for existing pedestrian facilities Insurance

Requested Dates of Use: From: _____ **To:** _____

Requested Hours of Use: From: _____ **To:** _____

Fees: Application Fee (non-refundable): _____ **Permit Fee:** _____ **Total Paid:** _____

Check No: _____ Cash **Receipt No:** _____ Invoice (approval required)

I ACCEPT A PERMIT SUBJECT TO THE TERMS AND CONDITIONS OF Title13 AND HEREIN SET FORTH:

Signature **Date:** _____

This permit does not pertain to Interstate Roads, State Routes, roads within incorporated cities, private roads, or private property for any activity encroaching on such property. The petitioner must obtain permission from the appropriate authority. The petitioner accepts this permit subject to the terms and conditions of SCC Title 13 and herein set forth and agrees to proceed with all diligence and speed with due regard for the rights, interests, and convenience of the public. Grantee agrees to indemnify, defend, and hold harmless Snohomish County, its elected and appointed officials, employees, authorized agents, and volunteers (collectively, the "County Parties") from and against any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, for bodily injury to persons, death, or property damage arising out of the acts or omissions related to activity conducted under this Permit by Grantee or its directors, officers, authorized agents, employees, contractors, subcontractors, or licensees (collectively, the "Grantee Parties"). Grantee shall cooperate with the County while conducting its defense of the County and shall select counsel who does not have a conflict of interest with the County. Grantee's indemnification obligations shall extend to any settlement made by Grantee. Grantee's indemnification, defense, and hold harmless obligations shall survive the expiration, abandonment, or termination of this Permit. If activity conducted under this Permit is subject to RCW 4.24.115, liability for damages arising out of bodily injury to persons, death, or property damage caused by or resulting from the concurrent negligence of the Grantee Parties and the County Parties, Grantee's liability shall be only to the extent of Grantee Parties' negligence. This indemnification by Grantee is in addition to the indemnification provisions of any utility franchise agreement between Grantee and Snohomish County. To the extent this indemnification conflicts with the utility franchise agreement, the language of the utility franchise agreement shall control.