



CITY OF BREMERTON ENGINEERING DIVISION

345 6th St. Suite 100
Bremerton, WA 98337
Phone (360) 473-5270 Fax (360) 473-5398
Permit Counter Hours: 8:00 a.m. - 5 p.m.

RIGHT-OF-WAY USE PERMITS (BMC 11.02)

General:

Right-of-Way Use Permits are required for any use of the right-of-way that requires blockage, disturbance, or a long term use of the right-of-way. Classification of Permit types are as follows:

- **Type “A” Permit** – Short Term Use: Issued for use of the right-of-way for up to four weeks for purposes which do not include the physical disturbance of the right-of-way. Such use includes but is not limited to: lane closures; staging equipment; storing materials; and placing dumpsters in the right-of-way.
- **Type “B” Permit** – Disturbance of City Right-of-Way: Issued for activities that alter the appearance of or disturb the surface or sub-surface of the right-of-way on a temporary or permanent basis. Such use includes but is not limited to: curb, gutter, sidewalk, and driveway construction; boring and jacking; trenching and utility installation. Type “B” Permits are issued for up to 120 days with extensions available.
- **Type “C” Permit** – Long Term Use: Issued for right-of-way use for activities for extended periods of time which will not further disturb the right-of-way once in place. Such use includes but is not limited to: structures, facilities, and uses that involve capital expenditures and a long term commitment of use. “Type C” permits may be issued for a term of up to five years.
- **Type “D” Permit** – Franchised Utility Routine Maintenance Permit: Issued for franchised utilities as defined in the BMC to perform routine maintenance on existing overhead lines and for entry into underground facilities that do not require disturbance of the right-of-way. Type “D” permits are issued for a term of up to one year.

Application:

Bremerton Municipal Code Chapter 11.02 states that applications shall be made ten days prior to start of work or as required to obtain other City permits. A complete application shall include the following information:

- A scale drawing showing the location of the proposed right-of-way use, the location of the existing and proposed improvements, above ground features such as type of pavement, curbs and gutters, sidewalk location, underground features such as the location of all existing utilities, survey monuments and established corners, and the limits of the work area.
- Description of use
- The planned duration of use
- Applicant contact information
- Traffic Control Plan (if applicable)
- Certificate of Insurance naming the City of Bremerton as additional insured (see Page 5 for specific requirements). Homeowners doing their own repair/construction work on the right-of-way adjacent to their property need only provide proof of Homeowners Insurance
- Estimate of construction costs
- Payment of the required fees

Processing Applications:

Upon receipt of the application the City will review it for completeness and will inspect the area of work to verify the accuracy of the plans. Complete applications will be processed as expeditiously as possible and in the order in which they are received. Incomplete applications may delay processing. If a performance deposit is required, the City will determine the amount of the deposit and notify the applicant that the deposit will be required prior to issuing the permit.

Performance and Warranty Deposits:

Upon final review of the application the city will require a performance deposit from the applicant. Performance deposits shall be 150% of the estimated cost of construction and may take the form of cash, an assignment of funds, a non-revocable letter of credit or a bond. A bond will only be accepted for amounts over \$1000. Prior to release of a performance deposit the City may require a warranty deposit which shall remain in effect for two years after the completion of construction. Interest earned on cash deposits will be retained by the City for account administration.

Materials Testing:

Materials testing may be required in conjunction with a Right-of-Way Use Permit. If required, the permittee will be responsible to retain the services of a materials testing laboratory and provide copies of test results to the Department of Public Works and Utilities. Required testing may include but not be limited to: soil compaction, concrete slump, and concrete cylinder tests, etc.

Issuance:

Once the use has been approved and all fees and instruments are in place, the city will issue the Right-of-Way Permit.

Applicant Responsibilities:

The applicant shall be responsible to meet all conditions of the permit including but not limited to the following:

- Keep a copy of the permit on-site at all times.
- Provide all traffic control devices and signage as necessary to execute the work in a safe manner and as outlined in any traffic safety plans.
- Request utility locates. Call **811**.
- Keep the right-of-way free of dirt and debris.
- Give notice of work and call for required inspections.
- Repair any portion of the right-of-way that has become damaged during the course of the work.
- Repair or replace any rejected work.
- Restore all areas of work to an acceptable condition prior to final inspection.
- Notify the inspector one working day prior to starting work, prior to all required inspections, and within one working day after the work has been completed.

General Permit Conditions:

The grantee shall notify the City by email 24 hours prior to initiating any work in the right of way. The City may require a pre-construction conference prior to beginning any work covered by the permit.

All work shall be completed within 6 months of permit being issued. If, at the end of 6 months, work is not completed the permit will expire. The permittee may request a 6 month extension prior to expiration of the permit.

The grantee shall work diligently, and make every effort to complete work within the right of way within the time period specified on the permit. The grantee shall notify the City within 48 hours of completion of the work covered by the permit.

The original fee charged for the Right of Way Permit covers the initial permit review and approval process, the initial on-site review and pre-construction conference, and the final permit inspection. The fee may be increased depending on the scope of the project and the number of inspections required. At the City's discretion, a re-inspection fee will be charged should the grantee: 1) Fail to notify the City that the work has been completed; 2) Fail to notify the City for required inspections; 3) Request final inspection when all the conditions of the permit are not completed. Fees may also be charged should the City be required to visit the project site for an enforcement issue of any nature.

The grantee shall complete all work covered by the permit and shall leave the right of way, and all appurtenances within the right of way, in a condition that is equal to, or better than that which existed prior to the work taking place. If it is determined that work must take place to fulfill all permit obligations and/or bring the right of way back to an appropriate condition, or if damages are identified within the right of way that are associated with the permitted work, the grantee shall at once repair or restore the right of way, and all appurtenances, at their own expense. If the grantee fails to complete said work, the City Engineer, or his assigns, may do, or have done, all work necessary to restore the right of way to an acceptable condition. The grantee shall reimburse the City for all costs associated with the restoration of the right of way.

The grantee agrees to construct all work associated with the right of way permit in a manner that facilitates all pending/future City improvements. Any reconstruction work, including raising, lowering, moving, altering, repairing, or removing installations covered under this permit required to support pending/future/ City improvements will be accomplished at the sole expense of the grantee. The City shall in no way be held liable for any damage to the grantee by reason of any construction or maintenance work by the City, or its assigns, or by the exercise of any rights by the City upon and within its right of way.

Approval of this permit shall not be deemed or held to be an exclusive franchise agreement, nor shall it prohibit the City from issuing other permits or franchise rights of like or dissimilar nature to other entities, nor shall it prohibit the City from using any of its right of way for any public use, nor shall it affect the City's jurisdiction over all or any part of them.

All of 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.

The City Engineer may revoke, annul, terminate, revise or amend this permit if the grantee fails to comply with any and all of its provisions, requirements, or applicable regulations; or through willful or unreasonable neglect, failure to heed or comply with notices given; or if the work herein permitted is not properly installed, operated, or maintained.

It is the grantees sole responsibility to contact the Utility Underground Locate Center (800-424-5555) prior to performing any excavation within the right of way. It is also the grantees sole responsibility to contact adjacent property owners when such property is liable to injury or damage through the performance of such work. The grantee shall make all necessary arrangements relative to the protection of all utilities and private property.

In accepting this permit, the grantee, his successors, and assigns, agrees to protect and save harmless the City from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person(s), corporation or property by reason of the performance of any such work, character or 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 any case any such suit or action is brought against the City for damages arising out of or by reason of any of the above causes, the grantee, his successors, and 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 judgement after said suit or action shall have finally been determined, if adversely to the City.

The City makes no guarantee as to the type, nature, and suitability of soils or other materials in the public right of way. If contaminated or hazardous material is discovered within or adjacent to the public right of way, the grantee shall stop work and notify the City Engineer immediately. All contaminated or hazardous material encountered by the grantee during work or excavation in the public right of way shall be handled, sampled, stored, and disposed of in accordance with federal, state, and local regulations at the expense of the grantee. Before commencing work within the public right of way, the grantee shall provide the City Engineer documentation of plans that demonstrate that the contaminated or hazardous material has been properly handled and that continued work within the public right of way poses no threat to the environment and/or human health or safety of public or private property.

Instructions for Applicant:

By signing this application, the applicant agrees that all activity authorized under this permit will comply with the City of Bremerton Road Standards.

No person, partnership, joint venture, corporation or other public or private legal entity shall construct, adjust, alter, repair, or relocate any utility line or construct any new roadway feature in the City of Bremerton right of way without first obtaining a permit from the City of Bremerton Engineering Division. Once the City approves a permit, the petitioner, designated herein as the "grantee", has authority to enter upon the City right of way described in the permit for purposes of completing work described in said permit.

All Right of Way permit applications shall be submitted online or at the DCD counter and must include a copy of all sketches or plans and an accurate traffic control plan. The drawings shall be completed to a working scale. The drawings shall adequately describe the location of the project, the type and extent of work to be completed, signage and traffic control measures to be utilized, and the types of structures and materials to be used in the project. Signage and traffic control measures shall strictly conform to the provisions of the "Manual of Uniform Traffic Control Devices for Streets and Highways". All materials and workmanship shall meet the requirements of the current version of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction.

Before the work is accepted by the City, all costs and expenses associated with administering the permit, in accordance with the current City of Bremerton Fee Schedule must be paid by the applicant to the City.

_____	_____	_____
Print Name	Signature	Date
_____	_____	
Company	Title	

Additional Information:

Certificate of Insurance:

A. General Provision: The applicant shall obtain and submit a general liability insurance policy, written on an occurrence basis. Limits shall be one million dollars (\$1,000,000) for bodily injury and property damage. The City shall be listed as additional insured on the policy. The City Risk Manager must approve alternate methods of meeting these requirements.

B. A homeowner or tenant who repairs, constructs, or uses the right-of-way fronting their residence and who, in the case of repair or construction, performs all the labor themselves will not be required to obtain insurance as set forth in sub-section "A" of this section. Prior to issuance of such a permit, the homeowner or tenant will be required to provide proof of homeowners or renters insurance in the amount of at least one hundred thousand dollars (\$100,000) for bodily injury and property damage unless, in the Director's discretion, this requirement is waived after consideration of the nature of the proposed use or work and the need to reasonably protect the City's interest.

THE STANDARD INDUSTRY CERTIFICATE OF INSURANCE (ACCORD FORMS) MUST BE MODIFIED AS FOLLOWS:

THE CANCELLATION CLAUSE APPEARING ON THE CERTIFICATE MUST BE REVISED AS FOLLOWS:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."

THE "SPECIAL ITEMS" BOX MUST CONTAIN THE FOLLOWING WORDING:

"The City of Bremerton is named an additional insured with respect to work in the right-of-way."

The certificate holder is:

The City of Bremerton
345 6th St. Suite 100
Bremerton, WA 98337

AN ENDORSEMENT FORM MUST BE INCLUDED WITH THE CERTIFICATE.

The City ONLY ACCEPTS Endorsement form numbers CG 20 12** **, CG 20 26** **, BP 04 12** **, or ASIC TSR002 10 ** ** (See attached Samples).

The city is issuing a permit and the contractor is not under contract with the City. Endorsement forms indicating such are not acceptable. The city Risk manager must approve all other endorsements.

CERTIFICATES THAT DO NOT MEET THESE REQUIREMENTS WILL NOT BE ACCEPTED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED --
STATE OR POLITICAL SUBDIVISIONS -- PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State or Political Subdivision:

THE CITY OF BREMERTON
345 6th St. Suite 100
Bremerton, WA 98337

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who is an Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

SAMPLE INSURANCE FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON or ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

**City of Bremerton
Attn: Engineering Division
345 6th St. Suite 100
Bremerton, WA 98337**

Re: Any and all work performed by the named insured

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE INSURANCE FORM

POLICY NUMBER: _____

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Premises:

Project:

The following is added to the Business owner
Liability Coverage form:

This insurance applies only to "bodily injury",
"Property damage", "personal injury", "advertising
Injury" and medical expenses arising out of:

1. The ownership, maintenance or use of
the premises shown in the Schedule and
operations necessary or incidental to
those premises; or
2. The project shown in the Schedule.

SAMPLE INSURANCE FORM

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

BP 04 12 01 87
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Copyright, Insurance Services Office, Inc., 1985

POLICY NUMBER: _____

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC TSR 002 10 ** **

ADDITIONAL INSURED - BY CONTRACT

This endorsement shall not serve to increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE.

Name of Person or Organization as an Additional Insured: Only those parties required to be names as an Additional Insured in a written contract with the named Insured under this policy, entered into prior to the "loss" or "occurrence".

In consideration of the payment of premiums, it is hereby agreed that the following changes are incorporated in the policy:

WHO IS AN INSURED (SECTION II) is amended to include as an insured the person or organization, trustee, estate or Governmental entity to whom or to which you are obligated, by virtue of a legally enforceable written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations performed by you or on your behalf or to facilities used by you and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy; provided that such person, organization, trustee, estate of Governmental entity shall be an insured only with respect to such "loss" or "occurrence" taking place after such written contract has been executed or such permit has been issued.

Coverage under this Endorsement applies only as respects a legally enforceable written contract or permit with the Named insured under this policy and only for liability arising out of or relating to the Names Insured's negligence.

It is further understood and agreed that irrespective of the number of entities named as insured under this policy in no event shall the Company's limits of liability exceed the limits of liability designated in the Declarations of this policy.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

**SAMPLE
INSURANCE
FORM**



TEMPORARY PARKING RESTRICTION NOTIFICATION (BMC 11.02.200)

- A. Where the Director determines that parking is a hazard to through traffic, or to the construction work or other right-of-way activity, parking may be restricted either entirely or during the time when it creates a hazard.
- B. Parking restriction signs shall be placed at least 72 hours in advance of parking removal, with the start date of the “no parking” clearly shown. The area to be restricted shall be clearly marked with Type I barricades carrying signs that give the specific period (dates and times) that the area is to be free of vehicles. Signs shall be large enough to be easily read from a distance of 50 feet and shall advise where impounded vehicles will be stored or indicate a 24-hour telephone number for obtaining that information.
- C. The permittee shall be responsible for placement and maintenance of the signs. Placement of the signs will be as approved by the Director. The permittee shall notify the city by telephone or otherwise when the signs are placed. No towing of vehicles shall occur unless the signs are placed at least 72 hours prior to the beginning of the restricted parking.
- D. All signs must be approved by the Director prior to placement and must conform generally to the following wording:

WARNING! TOW AWAY ZONE

NO PARKING

FROM: DATE AND TIME

TO: DATE AND TIME

FOR CONSTRUCTION WORK

ALL VEHICLES REMAINING WILL BE TOWED

(IMPOUND INFORMATION)

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