



RIGHT OF WAY (ROW) PERMIT APPLICATION

10210 E Sprague Avenue ♦ Spokane Valley WA 99206
Phone: (509) 720-5240 ♦ Fax: (509) 720-5075 ♦ permitcenter@spokanevalley.org

APPROACH **PAVEMENT CUT (SEE BELOW)** **SIDEWALK**
 CURB & GUTTER **WORK THROUGH MANHOLE** **OTHER**

ROAD OBSTRUCTION **NO** **YES** (if yes, complete the following)
• % of street or # lanes that will be obstructed: _____
• Length of time street will be obstructed: _____

⇒ If work closes more than 50% of a local access street, or closes any portion of an arterial street, then a **TRAFFIC PLAN IS REQUIRED** **Pre-Approved TCP Proposed:** _____

PROJECT ADDRESS: _____ **PARCEL NUMBER:** _____
APPLICANT'S JOB #: _____ **LOCATE TICKET #** _____
START DATE: _____ **ANTICIPATED COMPLETION DATE:** _____
PROJECT DESCRIPTION: _____

PROPERTY OR BUILDING OWNER INFORMATION (IF APPLICABLE)

NAME: _____
MAILING ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____
PHONE: _____ **FAX:** _____ **CELL:** _____

CONTRACTOR INFORMATION

NAME: _____
MAILING ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____
PHONE: _____ **FAX:** _____ **CELL:** _____
CONTRACTOR LICENSE NO.: _____ **EXPIRES:** _____ **CITY BUSINESS LICENSE NO.:** _____
BOND/INSURANCE CERTIFICATE # (per SVMC Title 10, Article 2): _____
CONTACT NAME: _____ **PHONE:** _____

****** IF PAVEMENT CUT, COMPLETE THE FOLLOWING ******

NATURE OF WORK: (circle one)	Gas	Electric	Water	CATV	Communication	Sewer	Other
TYPE OF CUT/REPAIR: (circle one)	Asphalt		Gravel	Concrete		Other	
SIZE OF CUT (width) x (length)							

STAFF TO COMPLETE:

ROAD TIER: _____ **PAVEMENT CUT POLICY APPLIES?** _____

DISCLAIMER: By accepting this permit and proceeding with the work, the applicant/permittee and owner acknowledges and agrees that: 1) If this permit is for construction of or on a dwelling, the dwelling is/will be served by potable water. 2) Ownership of this City of Spokane Valley permit inures to the property owner. 3) The applicant/permittee is the property owner or has full permission and authority to represent the property owner in this project and carry out the work specified in the permit. 4) All construction is to be done in full compliance with the City of Spokane Valley Municipal Code. The applicable codes are available for review at the City of Spokane Valley Permit Center. 5) The applicant/permittee further declares that they are either: (A) a contractor currently registered and properly licensed in accordance with Chapter 18.27 RCW; (B) the registered or legal owner or authorized agent of the property for which I am applying for permit and not a licensed contractor; or (C) otherwise exempt from the requirements set forth in RCW 18.27.090 and will abide by all provisions and conditions of the exemption as stated. 6) The City of Spokane Valley permit is a permit to carry out the work as specified therein and is not a permit or approval for any violation of federal, state or local laws, codes or ordinances. 7) Compliance with all federal, state, and local laws shall be the sole responsibility of the applicant/permittee and property owner. 8) Plans or additional information may be required to be submitted and subsequently approved before this application can be processed. The City is not responsible for any code violation through the issuance of this permit. 9) Failure to request and obtain the necessary inspections and inspection approvals may necessitate stoppage of work and/or removal of certain parts of the construction at the applicant's/permittee's or property owner's expense.

EXPIRATION

Right-of-way permits issued between April 1st and September 30th are valid for 30 days after the date of issuance, with a one-time 30-day extension available. Right-of-way permits issued between October 1st and March 31st are valid until the following April 30th.

INDEMNIFICATION AND HOLD HARMLESS

By applying for and accepting this permit, Applicant agrees to the following: Applicant shall defend, indemnify, and hold the City of Spokane Valley, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Applicant or on the Applicant's behalf out of issuance of this Permit, including the procurement of adequate insurance as required by the City, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Permit is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Applicant and the City, its officers, officials, employees, and volunteers, the Applicant's liability hereunder shall be only to the extent of the Applicant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Applicant's waiver of immunity under [Industrial Insurance, Title 51 RCW](#), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Permit.

I have read and by accepting this permit hereby certify and agree that I will comply with the City's Right of Way requirements and all applicable local regulations

Applicant Signature: _____

Date: _____