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By Sarah Kress at 12:15 pm, Apr 28, 2020

CITY OF
MUKILTEO

11930 Cyrus Way, Mukilteo, WA 98275
Phone: (425) 263-8000
permittech@mukilteowa.gov

Right-of-way Permit Application

Per MMC 12.01.010

PROJECT NAME: Losvar Condominiums

PROJECT ADDRESS: 610 Front St. Mukilteo WA 98275

CONTRACTOR ☐ Applicant

Name Charter Construction Inc.
Address 980 South Harney Street
City/State/Zip Seattle WA 98108
24 Hour Phone 206-382-1900
Contractor's License # CHARTCI171PM
UBI License # 600 479 166
E-mail paul.kitchell@chartercon.com

PRIMARY CONTACT ☑ Applicant

Name Jessica Malerk, J2 Building Consultants
Address 8425 44th Ave. W
City/State/Zip Mukilteo WA 98275
Phone 425-242-4144
E-mail jessicam@j2consultants.com

PROPERTY OWNER ☐ Applicant

Name Joe Varozza, Board President
Address 610 Front St.
City/State/Zip Mukilteo, WA 98275
Phone 408-656-4562
E-mail jvarozza@sbcglobal.net

REQUIRED SUBMITTALS

☐ Site Plan
☐ Traffic Control Plan (WSDOT Approved if work is on SR525) WSDOT contact is Randy Frantz – 206.440.4715

PARCEL NUMBER(S) 00526900020100, 00526900020200, 00526900020300, 00526900020400, 00526900020500, 00526900020600, 00526900020700, 00526900020800, 00526900020900, 00526900021000, 00526900030100, 00526900030200, 00526900030300, 00526900030400, 00526900030500, 00526900030600, 00526900030700, 00526900030800, 00526900030900, 00526900031000, 00526900040100, 00526900040200, 00526900040300, 00526900040400, 00526900040500, 00526900040600, 00526900040700, 00526900040800, 00526900040900, 00526900041000

PROJECT DESCRIPTION Painting existing brick, new code compliant guardrails at walkways and decks, new window and roof accents, new site fencing, new concrete pool deck

Type of work being performed in City right-of-way:

☐ Stormwater ☑ Frontage Improvements ☐ Driveway
☐ Natural Gas ☐ Sewer ☐ Water
☐ Telephone ☐ Power ☐ Cable
☐ Other: _____

Anticipated Start Date: _____ Anticipated Completion Date: _____

☐ Work will occur within the allowed construction hours of:
7am to 9pm Monday thru Friday or 9am to 7pm Saturdays, Sundays, and Holidays

☐ Work will occur outside the aforementioned timeframe – a noise variance will be required.

A Hydraulic Permit from the Department of Fish and Wildlife and / or a CORP Permit from the Corp of Engineers are required for all fill or work within, over, or under a stream or wetland. Will your project require such a permit? ☐ Yes ☑ No

All State and / or Federal Permits shall be obtained and a copy provided to the City of Mukilteo prior to issuance of the City of Mukilteo Engineering Permit.

Construction shall be in accordance with the current APWA/WSDOT standard specifications; except as specifically superseded by the approved plans or special conditions of the permit. The following conditions or restrictions must be followed:

Should any damage be done to the road(s) during the time of construction and installation or in the maintenance and/or operation of said FACILITIES, the road(s) shall be restored by the Permittee(s), their successors or assigns, to as good a condition as it was before such damage occurred. Should the grade, width or location of the road(s) be changed or altered in any way so as to require the removal of said FACILITIES the Permittee(s), their successors or assigns, shall forthwith move and relocate said FACILITIES without any redress against the City.

The permittee shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by the construction, installation, operation, location, maintenance, or any other cause related to the improvement for which this permit is granted. With respect to this permit and as to claims against the City, its officers, agents and employees, the permittee expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to any employees the permittee may have, and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extend to any claim brought by or on behalf of any employee of the permittee. This waiver has been mutually negotiated by the parties as part of the permitting process and is given, as is the indemnification agreement contained within this paragraph, as consideration for issuance of a right-of-way use permit by the City. This paragraph shall not apply to any damage or injury resulting from the sole negligence of the City, its agents or employees. To the extent any of the damages or injuries referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the permittee, its officers, agents or employees, if any.

INSURANCE

A. Insurance Term

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

B. No Limitation

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.

C. Minimum Scope of Insurance

Applicant shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

D. Minimum Amounts of Insurance

Permittee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

E. Other Insurance Provision

The Permittee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Applicant's insurance and shall not contribute to it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Permittee shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Permittee before issuance of the Permit.

H. Notice Job Start / Notice of Cancellation

The Permittee shall provide the City with written notice 24 hours in advance for the start of the permitted job and of any policy cancellation, within two (2) business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Permittee to maintain the insurance as required shall constitute a material breach of the Permit, upon which the City may, after giving five (5) business days' notice to the Permittee to correct the breach, immediately terminate the Permit, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

J. City Full Availability of Consultant Limits

If the Permittee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Permittee, irrespective of whether such limits maintained by the Permittee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Permittee.

The acceptance of the conditions upon which this permit is granted shall be evidenced by the beginning of the installation of said FACILITIES as set forth herein.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT APPLICATION IN ITS ENTIRETY AND KNOW THE SAME TO BE TRUE AND CORRECT. I AGREE TO COMPLY WITH ALL CONDITIONS, CITY ORDINANCES AND STATE / FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT APPLICATION. I ALSO ACKNOWLEDGE THAT IT IS MY RESPONSIBILITY TO MAINTAIN PUBLIC RIGHT-OF-WAY FREE OF DIRT AND DEBRIS.

Property Owner Signature	04/27/2020 *Date*
Jessica Malek *Applicant Signature (if different than property owner)*	04/27/2020 *Date*