Job No. _____

PERMIT FOR WORK IN STREET RIGHTS-OF-WAY

Subject to all terms, conditions and provisions written or printed below or on any part of this form, PERMISSION IS HEREBY GRANTED TO: _____ ("Grantee"), its successors and assigns, Telephone Number _____ Mailing Address _____ City/Town _____ State _____ Zip _____.

(INSERT DESCRIPTION OF PROJECT HERE)_____
_____
_____
_____

Location: _____.

1. **Facilities to be placed/installed per City approved drawing (attached hereto). See Special Conditions.**
2. **Utility locate to be called in 48 hours prior to commencing work (800-424-5555).**
3. **The City's Public Works Department must be called 24 hours prior to starting work. Contact the Director of Public Works at (360) 673-3706.**
4. All trench depths to comply with industry standards and the finished surface will conform with the City's Development Guidelines and Public Works Standards, unless otherwise approved in writing by the City Director of Public Works or City Engineer.
5. All trenches located beneath paved (asphalt or concrete) surfaces or driveways, or located beneath roadway shoulders (within 3' of edge of road) shall be backfilled with crushed surfacing top course (5/8" minus) or imported gravel base, Class B. Backfill shall be placed and compacted in maximum 6-inch lifts to 95% of standard density. Native excavated materials cannot be utilized for backfill in these areas, unless authorized by the Director of Public Works.
6. All trenches located outside of paved (asphalt or concrete) surfaces or driveways, or outside roadway shoulders shall be backfilled in 6-inch lifts with suitable excavated materials compacted to 95% of standard density. When unsuitable on-site native backfill material exists (material cannot achieve minimum compaction requirements), then trenches shall be backfilled with import gravel base, Class B, material as furnished and supplied by the Grantee. This Permit does not warrant the availability or presence of suitable native materials for trench backfill.
7. All compaction shall be mechanically tamped to achieve the desired level of compaction. Water settling will not be allowed unless authorized by the Director of Public Works.
8. All asphalt pavement restoration shall be made with a minimum 12-inch lift of compacted (95% standard density) crushed rock top course (5/8" minus) and 2-inch minimum (compacted thickness) of asphalt concrete Class B. The pavement restoration shall extend a minimum of 12 inches (each side) beyond the constructed trench widths. When existing asphalt thickness is found to be greater than 2 inches, asphalt concrete Class B shall be placed, in maximum 2-inch lifts, to a depth equal to or exceeding existing pavement thickness. Seal edges with sealer CSSI and seal surface joint with hot asphalt (AR40000W) and sand blanket.
9. Special trench and pavement restoration will be required for trenching through concrete or "asphalt over concrete" pavement roadways. The Grantee shall procure those additional requirements from the City prior to commencing work under this Permit.
10. Before repair of oil mat and/or asphalt concrete cuts, the City shall be notified (24-hour notice) of the pending work and all such work shall be made by experienced personnel with adequate equipment. All paving material shall be hot asphalt concrete Class B.
11. No pavement cuts across streets, roads or driveways constructed of asphalt concrete or Portland cement concrete shall be made unless approval has been granted in writing by the Director of Public Works or City Engineer, or his authorized representative, for such crossing and all pavement cuts shall be made only by mechanical saws specifically made for this purpose.
12. At no time during construction will any roadway be entirely closed without written permission. One-way traffic shall normally be maintained.
13. All traffic control and construction signs shall be provided, installed, and maintained in accordance with the latest issue of the Manual on Uniform Traffic Control Devices (MUTCD). All flaggers shall be State certified.
14. Where construction occurs on a graveled surface, roadways and shoulders will be returned to original or better condition.
15. A temporary patch of cold mix asphalt (4-inch minimum compacted thickness) will be placed and maintained on road crossings and driveways after backfilling until a permanent patch can be placed, unless waived by the Director of Public Works. Permanent patching will be done by the Grantee.
16. No work requiring street closures shall be done under this Permit until the party or parties to whom it is granted shall have communicated with and received instructions, if required, from the local school district, police, private utility companies, and local Fire Chief. The Fire Chief and Police Department must be notified prior to and after completion of the work or project.

    ___ /__/ Applicable ___ /__/ Nonapplicable

17. This Permit is covered by Bond Number _____ in the amount of $_____ with _____.

    ___ /__/ Applicable ___ /__/ Nonapplicable

18. This Permit may be voided unless the work herein contemplated shall have been completed within ninety (90) days or by _____.
19. Payment of all Permit fees shall be calculated by the City of Kalama and paid by the Grantee in accordance with Ordinance 991.

SPECIAL CONDITIONS: _____
_____
_____

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

a. In accepting this Permit, the Grantee, its successors or assigns, agrees to protect the City and save it harmless from all claims, actions or damages of every kind and description which may occur to or be suffered by any person or persons, corporation or property by reason of (1) the performance by Grantee of any work authorized by this Permit of any such work, (2) character of materials used by Grantee in such work or (3) manner of installation, maintenance and operation by Grantee of such work or (4) by the improper occupancy of rights of way of public place or public structure by work performed under the terms of this Permit, and in case any suit or action is brought against said City for damages arising out of or by reason of any of the above causes, the Grantee, its successors or assigns, will upon notice to it of commencement of such action, defend the same at its own sole cost and expense and will satisfy judgment after the said suit or action shall have finally been determined if adverse to the City provided, however, that neither Grantee nor any of its successors or assigns shall have any liability or obligation pursuant to this Paragraph (a) with respect to items (1), (2), and/or (3) of this Paragraph (a) unless the Grantee, its successors or assigns shall have been negligent in the performance of such work, selection of materials, or manner of installation, maintenance or operation; provided further, that neither Grantee nor any of its successors or assigns shall have any liability or obligation pursuant to this Paragraph (a) with respect to item (4) of this Paragraph (a) if such occupancy has been approved by the City Director of Public Works or by any other officer, employee or agent of the City; and provided further that neither Grantee nor any of its successors or assigns shall have any liability or obligation pursuant to this Paragraph (a) to the extent that its allegedly negligent act(s) and/or omission(s) when undertaken at the direction of, or pursuant to requirement by, the City Director of Public Works or of any other officer, employee or agent of the City.

b. If the work done under this Permit interferes in any way with the drainage of the City streets, or causes damage, the Grantee shall wholly and at its own expense make such provisions as the City Director of Public Works (or his authorized representative) may direct to take care of said drainage and/or damage. Installation of any utilities in any City storm conveyance system is strictly prohibited (except right angle crossings). When ditch sections or open conveyance systems are disturbed in the course of any work authorized by this Permit, the ditch section or conveyance system shall be restored and armor plated with quarry spalls to the City's satisfaction. In the course of performing work authorized by this Permit, (1) the Grantee is responsible for protecting the City's storm system from erosion, and (2) The Grantee shall utilize Best Management Practices outlined by the Department of Ecology. Notwithstanding the foregoing, neither the Grantee nor any of its successors or assigns shall have any liability or obligation pursuant to this Paragraph (d) with respect to any interference with, or damage to, any ditch section or conveyance system if the location of the same was not properly identified by the City or its authorized representative in accordance with Chapter 19.122, Revised Code of Washington.

c. On completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the City's Director of Public Works.

d. No work shall be performed on Saturday, Sunday or City holiday, or between the hours of 7:00 p.m. and 6:00 a.m. of any working day, except in case of emergency and then only upon notification and approval of the City.

___
/__/ Applicable

___
/__/ Nonapplicable

e. The Permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

f. The City may revoke, annul, change, amend, amplify, or terminate the Permit or any of the conditions herein enumerated if Grantee fails to comply with any or all of its provisions, requirements or regulations as herein set for or through willful or unreasonable neglect, fails to heed or comply with notices given or if the facility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

g. In accepting this Permit, the Grantee, its successors and assigns, agrees that any damage or injury done to the property of the City may be corrected by a contractor working for the City or any City employee at the sole expense of the Grantee, its successors or assigns.

I have read and understand all terms and conditions contained on both sides of this document. The undersigned hereby accepts this Permit subject to the terms and conditions as herein set forth.

Dated this _____ day of _____, 20___.

Approved By:

_____

Title: _____

Date: _____

Issued By: _____

Title: _____

Date: _____

Grantee:

Signed: _____

Print Name: _____

Company: _____

Title: _____

Telephone No. _____

Fax No. _____

For Office Use Only
Total Permit Fee $_____ Date Paid _____
Receipt No._____ By _____

Bldg\RWPMT2011.