



Permit No: _____

 Exp. Date: _____

Call for Inspections
253.983.7891
 Provide 2 business days notice

RIGHT OF WAY / STREET OPENING PERMIT

Public Works Engineering Department
6000 Main Street SW
Lakewood, WA 98499-5027
Ph.: 253.589.2489 / Fax: 253.512.2268

GRANTEE (APPLICANT): *APPLICANT MUST SIGN AND DATE PAGE 5*

Name: _____ Phone Number: _____
 Mailing Address: _____ Fax Number: _____
 Contact Person: _____ Phone Number: _____
 Email address: _____
 Street Excavation Bond Co. and Policy No.: _____
 Bond Expiration Date: _____
 Insurance Co. & Policy No.: _____
 Insurance Expiration Date: _____

BILL TO: Check here if same as Grantee

Name: _____ Phone Number: _____
 Mailing Address: _____ Fax Number: _____
 Contact person: _____ Phone Number: _____
 Email address: _____

PROJECT INFORMATION:

Project location: _____
 Project description: Provide a detailed site plan clearly showing scope of project. Clearly show the City Right-of-Way and edge of paved roadway(s). Show the location(s) and method(s) of any road crossing, cuts and/or trenching, **show length and width dimensions of any open cut to hard surface.**

PAVEMENT CUT AREA (including 3 ft. on each side of the cut – IN ASPHALT ONLY) in SQ YD:

---Public Works Engineering Staff Use Only---

Exempt from Pavement Degradation Fee: Y / N If yes, reason: _____

Pavement Condition Index Score: 100-85 84-70 69- 50 49-0

<https://cityoflakewood.us/wp-content/uploads/2020/03/Pavement-Condition-Report-Feb-2020.pdf>

Road Type: Flexible (HMA) / Rigid (Concrete)

Road Classification: Arterial / Collector or Local

Pavement Degradation Fee Rate: \$ _____ <https://lakewood.municipal.codes/enactments/Res2020-14/media/original.pdf>

| Fee Calculation | Applicable | Fee rate | Cost |
|---------------------------|--------------------------|--|-----------|
| RIGHT OF WAY PERMIT FEE | <input type="checkbox"/> | \$184 plus 2% Technology Fee (staff time in excess of 2 hours | \$ |
| STREET OPENING PERMIT FEE | <input type="checkbox"/> | \$920 plus 2% Technology Fee (staff time in excess of 10 hours | \$ |
| PAVEMENT DEGRADATION FEE | <input type="checkbox"/> | _____ SQ YD x \$ _____ | \$ |
| Total | | | \$ |

CONDITIONS OF APPROVAL:

1. A copy of this permit must be present at the work site at all times. All work must conform 100% to the terms of this permit.
2. This permit will become void **180 days** after the issuance date.
3. In accepting this Permit the Grantee, his successors and/or assigns, agrees to protect the City and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights-of-way or public place or public structure, and in case any suit or action is brought against the said City for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their 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.
4. The Grantee shall procure and maintain, for the duration of one (1) year beyond completion of said work, a Street Excavation and Obstruction Bond in the amount of \$5,000. Grantee shall furnish the Public Works Department with Certificate(s) of bond with original endorsement(s).
5. The Grantee shall procure and maintain, for the duration of this permit, the following insurance:
 - a. Comprehensive general liability insurance or self-insurance approved by the City with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury, including death and property damages.
 - b. Each policy shall contain, or be endorsed to contain, the following provisions: (a) The City, its officers, officials, employees and volunteers are to be named as ADDITIONAL INSUREDS; (b) Coverage shall state that the Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (c) Coverage shall not be suspended, cancelled or reduced in coverage or in limits except after thirty (30) days prior written notice to the City by certified mail, and return receipt requested; and (d) Coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance by the City, its officers, officials, employees, or volunteers shall be in excess of the Grantee's insurance and shall not contribute with it.
 - c. Grantee shall furnish the Public Works Department with Certificate(s) of Insurance with original endorsement(s) evidencing the coverage required by this permit. The certificate and endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf and are to be received and approved by the City before this permit is issued. At the City's request, Grantee shall deliver certified copies of all required insurance policies.
6. This 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.
7. The Grantee is responsible for the maintenance of all work completed by them as well as any work completed by a Grantee-retained contractor for a warranty period of one year. All warranties shall start over if rehabilitation work is performed within the patched area within the first year. Upon the receipt of written notice required corrective work, the Grantee shall pursue vigorously, diligently, and without unauthorized interruption of the City Facilities, the work necessary to correct the items listed. Warranty covered defects include but are not limited to:
 - i. Sunken pavement patches greater than or equal to one-quarter inch measured with a ten-foot straight edge.
 - ii. Poor workmanship.
 - iii. Inadequate compaction per City standards.
 - iv. Sunken or damaged curb, sidewalk or structures in excavation work area.
 - v. Sunken or damaged catch basins or other drainage structures in excavation work area.
 - vi. Cracks within patched area.All warranties will become void if the road receives a qualifying pavement treatment within the patching limits. Qualifying pavement treatments include the following but are not limited to: mill and overlay, removal and replacement, thin lift overlay, large area patches half a block in length, and half a lane in width or full street reconstruction. Slurry seals, chip seals, and fog seals are not considered pavement treatments; they are considered a maintenance treatment.
8. The Public Works Engineering Director may revoke, annul, change, amend, amplify, or terminate this Permit or any of the conditions herein enumerated if Grantee fails to comply with any or all of its provisions, requirements and regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given or if the utility herein granted is not installed or operated and maintained in conformity herewith or alt all or for any cause or reason whatsoever.
9. In accepting this Permit, the Grantee, his successors and/or assigns, agree that any damage or injury done to the property of the Grantee or any expense incurred by him through the operation of a contractor, working for the City, or of any City employee shall be at the sole expense of the Grantee, his successors and/or assigns.

TO BE COMPLETED BY THE CITY OF LAKEWOOD

SPECIAL CONDITIONS OF APPROVAL:

| | |
|-------------------------|---|
| | Approved By: |
| Issued by: _____ | _____ |
| Permit No: _____ | Weston Ott, P.E. Engineering Services Division Manager |
| Date: _____ | |
| Cost: _____ | |

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

Definition

Public Works Engineering Director: City of Lakewood's Public Works Engineering Director or his/her authorized representative.

Notifications

- a. Call before you dig: Underground Locate 1.800.424.5555.
- b. The Grantee shall notify the City of Lakewood Public Works Department, at **253. 983.7891**, at least 24 hours prior to start of work and upon completion of work.
- c. Notify the West Pierce Fire and Rescue, Lakewood Police, and Pierce Transit prior to and after completion of the work or project involving roadway closures.

Traffic Control

- d. All traffic control and traffic control devices shall be as specified in the latest edition of the Manual for Uniform Traffic Control Devices (MUTCD).
- e. During the progress of the work such barriers and warning signs shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. The barriers shall be properly lighted when necessary. In addition, continuous, safe, pedestrian access shall be provided through the project area without directing pedestrians into the vehicle travel way.
- f. At no time during construction will any roadway be entirely closed. One way traffic shall be maintained at all times.
- g. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a city street in such manner as to interfere with the travel over said street.
- h. Property owners and/or residents along this project shall have the right of safe ingress and egress at all times.

General

- i. Grantee shall comply with the latest edition of the Washington State Electrical Code, City of Lakewood Engineering Standards Manual, Washington State Department of Transportation (WSDOT) Standards and Standard Specifications for Road and Bridge Construction, and all other applicable laws and regulations.
- j. No work will be permitted on Saturday, Sunday or holiday, or between the hours of 6:00 p.m. and 7:00 a.m. the following day, except in case of emergency or unless approved by the Public Works Engineering Director.
- k. All of the work herein contemplated shall be done under the supervision and to the satisfaction of the Public Works Engineering Director and the entire expense of said supervision shall be borne by the party or parties to whom this Permit is issued.
- l. The Public Works Engineering Director hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this Permit, at any time. Said change or removal to be made at the sole expense of the Grantee, or his successor and/or assignee.
- m. All construction, reconstruction, or relocation by the Grantee shall be done in such manner as will cause the least interference with any of the City's work and the City shall in no way be held liable for any damage to the Grantee by reason of any such work by the City, its agents or representatives, or by the exercise of any rights by the City upon the roads, streets, public places or structures in question.
- n. The Grantee shall, at its own expense, repair, replace, or relocate existing roadway improvements damaged or impacted, in the opinion of the Public Works Engineering Director, by construction of the improvements under this permit.
- o. The party or parties to whom this Permit is issued shall maintain at his or their sole expense the structure or object for which this Permit is granted in a condition satisfactory to the Public Works Engineering Director.
- p. Grantee shall take care to protect all existing monuments and property corner markers encountered during the course of construction. Grantee shall immediately notify City of any existing monuments and property corners disturbed by construction activities. All existing markers and/or monuments that must be removed for construction purposes are to be referenced by survey ties and then replaced by Grantee. The Grantee shall follow the "monument removal process" outlined in WAC 332-120. All existing property corner markers disturbed during construction, shall be replaced, at Grantee's own expense, by a Professional Land Surveyor registered in the State of Washington.
- q. Cleanup of excavation and debris material shall be accomplished concurrently with the burying operation whether by plowing or trenching. At no time shall there be debris and excavation material extending along a line for more than 600 feet.
- r. No utility poles shall be placed within the ten (10) foot clear zone, measured from the edge of traveled way to the nearest pole face, or within two (2) feet of a barrier curb, measured from the face of curb to the nearest pole face. In addition, it is the responsibility of the utility company requesting replacement of a utility pole to insure that all other utilities are transferred from the retired pole. The retired pole shall be removed within sixty (60) days of completion of the work.
- s. All perpendicular utility crossings shall be done by boring or directional drilling. No perpendicular trench cuts will be allowed unless otherwise authorized by the Public Works Engineering Director.
- t. All pavements shall be saw cut or ground cut.

u. All utilities shall have a minimum of 36 inches of cover.

Restoration

- v. The right-of-way shall be reconstructed as near as possible to its original state as before the construction began, and to the satisfaction of the Public Works Engineering Director.
- w. Backfill of trenches across driveways or roadways shall be mechanically tamped in layers not over 6 inches in depth to 95 percent maximum density per ASTM 1557. Materials determined by the City to be unsuitable for backfill at the time of excavation shall be removed and replaced with imported gravel base. Trenches less than 2-feet wide shall be backfilled with controlled density fill meeting the requirements of WSDOT Standard Specification 2-09.3(1)E unless otherwise approved by the Public Works Engineering Director.
- x. The Grantee shall provide trench backfill density tests for all trenches over 3 foot deep. Tests shall be performed by a certified, independent testing firm and results given to the City Inspector within 3 working days of the work. Testing intervals shall be as follows:

| Trench Depth | Compaction Testing Depths |
|--------------------|---|
| Up to 10 feet | 6 ft, 4 ft, and 2 ft from surface grade |
| 10 feet to 20 feet | 15 ft, 10 ft, 5 ft, 4 ft, and 2 ft from surface grade |

- y. The Grantee shall schedule work so that all utility cuts and other areas requiring patching that will be subject to vehicular traffic be made permanent by the end of each working day unless otherwise approved by the Public Works Engineering Director. In any case, the Grantee shall make patches permanent within 5 working days.
Steel Plates: Steel plates may be placed over unfinished portions of work at the end of each working day if approved by the Public Works Engineering Director. Steel plates must be anchored with bolts and shimmed at all edges with MC Cold Mix or hot mix asphalt concrete pavement. Grantee shall be responsible for maintaining steel plates, associated anchors and asphalt shims 24 hours a day, 7 days a week. Grantee shall provide appropriate signage for steel plating.
Temporary Patches: Temporary patches in areas subject to vehicular traffic will not be allowed unless otherwise approved by the Public Works Engineering Director. Material for temporary patches shall be MC Cold Mix or hot mix asphalt concrete pavement. All temporary patches shall be maintained on a daily basis.
- z. The permanent roadway patch shall conform to the attached detail and latest edition of the City of Lakewood Engineering Standards Manual.
- aa. All paving material shall be hot mix asphalt (HMA) Cl. ½” PG 64 -22 unless matching existing Portland cement concrete (PCC) pavement.
- bb. The Grantee shall provide asphalt concrete pavement density tests for all new pavement. Tests shall be performed by a certified, independent testing firm and results given to the City Inspector within 3 working days of the work. The acceptable level of compaction shall be a minimum of 92 percent of the reference maximum density as determined by WSDOT FOP for AASHTO T 209. The level of compaction attained will be determined as the average of not less than 3 nuclear density gauge tests taken in accordance with WAQTC FOP TM 8 and WSDOT SOP T 729 taken on the day the mix is placed.
- cc. Grantee shall guarantee that the surface smoothness, as required by Division 5-04.3(13) of the most recent edition of the WSDOT Standard Specification for Road and Bridge Construction, of any and all pavement patches constructed under this permit, shall be maintained for a period of one year.
- dd. 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 his own expense make such provision as the Public Works Engineering Director may direct to take care of said drainage and/or damage.
- ee. Crushed rock to be placed on shoulder or road as directed by the Public Works Engineering Director.
- ff. 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 of Lakewood Public Works Engineering Director.

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.

Signed _____
 Print Name _____
 Title _____
 Dated this _____ day of _____, 20_____