



**Bi-Weekly  
Notification of Work Start**  
[annualrowpermit@cityoflakewood.us](mailto:annualrowpermit@cityoflakewood.us)

**ANNUAL RIGHT-OF-WAY PERMIT**  
(FOR MAINTENANCE ACTIVITIES ONLY)

**Public Works Engineering Department**  
6000 Main Street SW  
Lakewood, WA 98499-5027  
Ph.: (253) 589-2489, (253) 983-7836  
Fax: (253) 512-2268

Permit Number: \_\_\_\_\_

**Grantee (Applicant):**

Utility name:  
Contact person:  
Address: (city, state, zip)  
Phone number:  
Email:

**Contractor:** Provide a name list if more than one.

Company name:  
License number:  
Contact person:  
Address: (city, state, zip)  
Phone number:  
Email:

**Project Information:**

List a description of maintenance activities to be completed; attach additional sheet if needed.

## **GENERAL PROVISIONS APPLICABLE TO THIS PERMIT:**

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

**Notification:** The Grantee shall notify the City of Lakewood of maintenance activities, 24 hours prior to work start and bi-weekly sent by email to [annualrowpermit@cityoflakewood.us](mailto:annualrowpermit@cityoflakewood.us).

### **Traffic Control:**

1. All traffic control and traffic control devices shall be as specified in the latest edition of the Manual for Uniform Traffic Control Devices (MUTCD).
2. 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.
3. At no time during construction will any roadway be entirely closed. One-way traffic shall be maintained at all times.
4. 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.
5. Property owners and/or residents along this project shall have the right of safe ingress and egress at all times.

### **General:**

1. 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.
2. 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.
3. All activities carried out 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.
4. 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.
5. 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.
6. Unless otherwise approved by the Public Works Engineering Director, 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.

### **Restoration:**

1. The right-of-way shall be reconstructed as near as possible to its original state as before the maintenance began, and to the satisfaction of the Public Works Engineering Director.
2. 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.
3. On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat, presentable and satisfactory to the Public Works Engineering Director.

## CONDITIONS OF APPROVAL:

1. This permit will become void one (1) year after the issuance date.
2. 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.
3. 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 work 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.
4. 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.

## ADDITIONAL CONDITIONS OF APPROVAL FOR: Utilities or Companies without a Franchise Agreement with the City:

5. 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.
6. 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.
7. 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 Engineering 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.

**City of Lakewood Attachment Requirements:**

Tagging:

Telecom companies are required to install a tag on their cables at each pole. This benefits all crews during pole replacements, repairs, and City emergency service providers during emergencies.

Tag Specifications: Cable Identification tags shall be: • Black on yellow (black numbering on yellow background). • Minimum 2 in. x 3 in. size tags with Code Numbers at a minimum of 1 in. height. • Non-conductive, UV resistant polyethylene.

Use assigned identification codes to the organizations as listed below.

Code	Organization
001	Click
002	Tacoma Fire
003	Tacoma Traffic Signal
004	Comcast
005	Qwest/Century Link
006	Rainier Group
007	Port of Tacoma
008	Clover Park School District
009	Franklin Pierce School District
010	Bethel School District
011	Pierce County
012	City of Lakewood
013	City of University Place
014	ZAYO (formerly Integra)
015	Sprint
016	ZAYO
017	Tacoma Water
018	University of Washington

Code	Organization
019	City of Fircrest
020	City of Fife
021	City of Tacoma Communications
022	PSE
023	Unite Private Networks
024	Cellnet
025	FatBeam
026	AT&T
027	Astound/Wave Broadband
028	MCImetro
029	Pierce Transit
030	WanRack
047	Crown Castle Fiber
051	West Pierce Fire District
052	Lakewood Water District
053	Washington State

I have read and understand all terms and conditions contained in this document. The undersigned hereby accepts this permit subject to the terms and conditions as herein set forth.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Approving Authority

Weston Ott, P.E., Engineering Services Division Manager