

# RIGHT-OF-WAY Permit



3609 Market Place W, Suite 200  
University Place, WA 98466-4488  
PH: 253.566.5656

THIS FORM IS NOT CONSIDERED A VALID PERMIT UNTIL REVIEWED AND ISSUED BY A CITY REPRESENTATIVE. SUBJECT TO ALL TERMS, CONDITIONS, AND PROVISIONS WRITTEN OR PRINTED BELOW, AND FOLLOWING PERMIT ISSUANCE, PERMISSION IS HEREBY GRANTED TO PERFORM WORK DESCRIBED HEREIN. PERMIT MAY BE APPLIED FOR IN PERSON OR BY EMAILING: **PERMITS@CITYOFUP.COM**.

OFFICE USE ONLY	
<b>PERMIT #:</b>	<b>ISSUED BY:</b>
<b>DATE ISSUED:</b>	<b>TITLE:</b>

<b>PROJECT ADDRESS:</b>	
<b>CUSTOMER/AGENCY:</b>	Phone:
<b>CONTRACTOR*:</b>	Phone:
Address:	L&I License #:
<b>*PLEASE NOTE:</b> Pierce County Sewer Utility requires the contractor to be on the current Pierce County registered sewer contractor list if performing any work in conjunction with sewer installation or repair. All contractors must have a valid City of University Place business license prior to doing work in the City. Contact the Business Licensing Office @ 253.566.5656.	
<b>PERMIT CONTACT:</b>	Phone:
E-Mail: (where issued permit will be sent)	
<input type="checkbox"/> <b>CHECK IF NEW SERVICE</b>	Project Valuation:
Agency Project #:	Bond/ASF #:

<b>PROJECT DESCRIPTION:</b>
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<b>CERTIFICATE OF INSURANCE SUBMITTED:</b>	Effective Date:	Expiration Date:
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- CONDITIONS OF PERMIT:**
1. Utility to be placed/installed per approved drawing (attached hereto).
  2. A COPY OF THIS PERMIT MUST BE PRESENT AT ALL TIMES WHEN WORKING AT THIS SITE. ALL WORK SHALL CONFORM TO PERMIT.
  3. The contractor shall call the Utilities Underground Location Center at 1.800.424.5555 two business days before digging. If digging within 500' of a traffic signal, the contractor shall call the Pierce County Traffic Signal Division at 253.531.6990 prior to start of work.
  4. Once work is permitted, it shall be diligently pursued until completed to the satisfaction of the City. **This permit shall expire 180 days after issuance.**
  5. Minimum depth of bury shall be 36" (depth from finish grade to top of the facility). Contact the appropriate agency for the minimum clearance from their facilities.
  6. No pavement cuts shall be made on any street, road, or driveway constructed of asphalt cement concrete or Portland cement concrete, unless the City has granted approval. Only mechanical saws specifically made for this purpose shall be used for final pavement cuts.
  7. All trenches in the right-of-way shall be back-filled with crushed surfacing top course (5/8" minus), controlled density fill (CDF), or imported gravel base, Class B. All back-fill material shall be placed and compacted in maximum 6" lifts to 95% of maximum dry density except CDF, which has no compaction requirement. Utility windows (potholes) in the roadway shall be back-filled with either crushed surfacing top course (5/8" minus) or controlled density fill (CDF).

8. All asphalt pavement restoration shall be made with a 3" minimum depth (compacted thickness) of asphalt concrete and a minimum 6" lift of compacted (95% standard density) crushed rock top course (5/8" minus). The pavement restoration shall extend a minimum of 24" (each side) beyond the constructed trench widths. At no time will a longitudinal patch edge fall on the wheel path. All longitudinal patch edges shall fall on either the edge of pavement, the center or edge of a travel lane. All transverse patch edges shall be perpendicular to the roadway. When existing asphalt thickness is found to be greater than 2", asphalt concrete shall be placed, in maximum 2" lifts, to a maximum depth of 4". Seal edges with sealer CSS1 and seal surface joint with hot asphalt (AR4000W or PG64-22).
9. A 2" compacted layer of crushed rock surfacing (5/8" minus) shall be provided to all disturbed graveled surfaces. Where grass previously existed, a 4" layer of topsoil and grass sod shall be reinstalled.
10. Special trench and pavement restoration will be required for trenching through concrete or "asphalt over concrete" pavement roadways. The contractor shall procure those additional requirements from the City prior to commencing work under this permit.
11. The Washington State Legislature has determined that a special warning sign must be provided (RCW 47.36.200) at work zones, in addition to standard warning signs, to warn motorcyclists of potentially hazardous conditions. If the construction, repair, or maintenance work includes or uses grooved pavement, abrupt lanes edges, steel plating, or gravel or earth surfaces then sign W21-1701 shall be posted. The requirement is not effective if the work creating the hazardous condition can be completed within one hour.
12. The contractor shall maintain one lane of traffic in each direction within the work zone at all times and provide traffic control in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). **Lane closures require 24-hour notice. Call 253.460.5417 to notify the City.** No road closures are allowed unless the City has granted approval. The contractor shall insure that property owners and/or residents within the work zone have safe ingress and egress at all times.
13. Contractor shall comply with the Washington State Electrical Code, Washington State Department of Highways Standards and Standard Specification of Road and Bridge Construction, current edition. Where any conflict exists, the City shall be the sole judge as to the prevailing requirement(s).
14. In accepting this permit, the contractor, his 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 the performance of any such work, character of materials used, manner of installation, maintenance, operation or by the improper occupancy of rights-of-way of public places or public structures. In this case any suit or action brought against the City for damages arising out of or by reason of any of the above causes, the contractor, his successor, 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.
15. If the work done under the permit interferes in any way with the drainage of the City streets, or causes damage, the contractor shall wholly and at his/her/their own expense, make such provisions as the City may require to rectify said interference and/or damage. The contractor shall utilize Best Management Practices outlined by the Washington State Department of Ecology.
16. **Work may only be performed on week days between the hours of 8:00 AM and 5:00 PM.** No work shall be permitted on Saturdays, Sundays or City Holidays, unless approved by the City.
17. All of the work herein contemplated shall be done under the supervision and to the satisfaction of the City. The entire expense of said supervision, to include the procurement of any "outside" consultants as may be required by the City, shall be borne by the contractor.
18. The City 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 is to be made at the sole expense of the contractor.
19. All such changes, reconstruction or relocation by the contractor 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 contractor by the 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.
20. The City may revoke or change the permit or any of the conditions herein enumerated if the contractor fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through neglect or failure to heed or comply with the notices given.
21. The contractor shall maintain, at his or her sole expense, the right-of-way facilities in a condition satisfactory to the City.
22. Clean up of any excavated material and debris shall be accomplished concurrently with the activities. Roadway and roadside shall be left neat and presentable and satisfactory to the City.
23. The contractor shall maintain all temporary patches until such time as the permanent pavement patch is in place. If the contractor is unable to maintain a patch for whatever reason, the City will patch it and charge the contractor the actual cost plus overhead.
24. Final patch shall be in place and accepted within 30 days after first opening the trench.
25. Back-fill shall be mechanically tamped to achieve the required level of compaction. Prior to permit closure, trench compaction tests shall be presented to the City. Compaction test shall meet or exceed 95% of maximum dry density. Water settling will not be allowed.
26. Additional right-of-way inspection fees will be charged for projects that exceed two inspections. The latest adopted inspection fee amount can be found at [www.cityofup.com](http://www.cityofup.com) Development Services Fee Schedule, Development Engineering Permit Fees.
27. Prior to permit issuance, a street use financial guarantee shall be submitted and approved in the amount perscribed by the City.
28. Required with the right-of-way permit application, the applicant shall submit a certificate of liability insurance naming the City as additional insured in the coverage amounts noted in Section 13.05.670 of the University Place Municipal Code.

**SPECIAL CONDITIONS:** \_\_\_\_\_  
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*I hereby certify that the information provided is correct and that the work performed will be in accordance with the laws, rules, and regulations of the State of Washington and the University Place Municipal Code. I have read and understand all terms and conditions contained on both pages of this document. The undersigned hereby accepts this permit subject to the terms and conditions as herein set forth.*

Print Name: \_\_\_\_\_  Contractor  Customer/Agency  Other (specify):  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_