



RIGHT-OF-WAY PERMIT

801 – 228TH Ave. SE
Phone (425) 295-0500

Sammamish, WA 98075
FAX (425) 295-0600

INSPECTION REQUEST LINE: (425) 295-0565 – 48 HOURS NOTICE REQUIRED PRIOR TO INSPECTION
Subject to all terms, conditions, and provisions written or printed below or on any part of this form, PERMISSION IS HEREBY GRANTED TO:

Contractor/Applicant _____ Phone _____ Date _____
Address _____ City _____ State _____ Zip _____

To construct or do the following in the public right-of-way: _____

For: Name _____

Address _____ Email: _____

1. Utility to be placed/Installed per City approved drawing (attached hereto). **Project Valuation \$**
2. Any underground work shall require notification by the applicant to prevent damage to other underground installations, Gas, Power, Telephone, Cable TV, Water, Sewer or Storm Drain. To locate underground utilities, call 1-800-424-5555.
3. This permit shall expire if no work has commenced within 180 days of permit issuance.
4. All trenches to have a backfill of not less than 36 inches (depth – to top of the pipe) and the finished surface will conform with the original surface, unless otherwise approved in writing by the City Engineer.
5. All trenches located beneath paved (asphalt or concrete) surfaces or driveways, or located beneath roadway shoulders (within 3 feet of edge of road) shall be back-filled with crushed surfacing top course (5/8-inch minus) or controlled density fill (CDF). 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.
6. All trenches located outside of paved (asphalt or concrete) surfaces or driveways, or outside roadway shoulders shall be back-filled in 6-inch lifts with suitable excavated material compacted to 95% of standard density. When unsuitable on-site native backfill material exists (material cannot achieve minimum compaction requirements), then trenches shall be back-filled 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.
8. All asphalt pavement restoration shall be made with a minimum 6-inch lift of compacted (95% standard density) crushed rock top course (5/8-inch minus) and 3-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 of 1-inch over existing pavement thickness. Seal edges with sealer CSS1 and seal surface joint with hot asphalt.
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 prior) of 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 by the Public Works Director, or the City Engineer, or his authorized representative, in writing for such crossing. Only mechanical saws specifically made for this purpose shall make all pavement cuts.
12. Property owners and/or residents along this project shall have the right of safe ingress and egress at all times.
13. At no time during construction will any roadway be entirely closed. One-way traffic shall be maintained at all times. 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. Approved traffic control plans must be on site at all times.
14. A 4-foot wide crushed rock (minimum 2-inch compacted thickness) surface shall be placed for gravel shoulder restoration. Where grass sod currently exists, a 4-inch lift of compacted topsoil and grass sod shall be reinstalled. Where construction occurs on a graveled surface, a 2-inch compacted lift of crushed rock surfacing (5/8-inch minus) shall be provided to all disturbed graveled surfaces.
15. Once work commences, it shall be diligently pursued until completed to the satisfaction of the City Public Works Department.
16. A temporary patch of cold mix asphalt (4-inch minimum compacted thickness) will be placed and maintained on road crossings and driveways after back filling and a permanent patch can be placed after 30 days. Permanent patching will be done by the permittee.
17. **A COPY OF THIS PERMIT MUST BE PRESENT AT THE WORK SITE AT ALL TIMES. WORK MUST CONFORM 100% TO PERMIT.**
18. No work shall be done under this permit until the party or parties to whom it is granted shall be communicated with and received instructions, if required, from the local school district, police, private utility companies, and local Fire Marshall. The Fire Marshall and Police Department must be notified prior to and after completion of the work or project.
19. This permit covered by Bond Number _____ in the amount of \$ _____ with _____
20. This permit subject to existing Franchise dated: _____
21. **Payment of all permit fees shall be calculated by the City of Sammamish and paid by the Permittee before issuance of this permit, unless the applicant is a utility and covered under the current utility billing arrangement.**
22. A record “as built” must be provided to the City in an “approved” format upon completion of the project.

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| SPECIAL CONDITIONS: | |
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IMPORTANT: SEE REVERSE SIDE

GENERAL PROVISION APPLICABLE TO ALL RIGHT-OF-WAY PERMITS

- A. A bond is required for the protection of the City. Minimum Street Restoration Bond for a single permit shall be in the amount of the project valuation or \$5,000 whichever is greater. For multiple permits the amount should be the project valuation or \$10,000 whichever is greater.
- B. During the progress of the work, such barriers and warning signs (per MUTCD manual) shall be erected and maintained by the Grantee as may be necessary or as may otherwise be directed by the City for the protection of the traveling public; the barriers shall be properly lighted when necessary and promptly removed when the project is completed. 24-inch cones with 6-inch reflector bands shall be used.
- C. In accepting this Permit, the Petitioner, his successors or assigns, agrees to protect the City and safe 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 and public place or public structure, and in this 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 petitioner, 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.
- D. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a city street or easement in such a manner as to interfere with the travel over said road, or create a safety hazard.
- E. If the work done under the 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 provisions as the City Engineer 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, the ditch section or conveyance system shall be restored and armour plated with quarry spalls to the City's satisfaction. The Grantee is responsible for protecting the storm system from erosion. Existing systems shall be protected and cleaned as required. The Grantee shall utilize Best Management Practices outlined by the Department of Ecology.
- F. 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 Engineer or designee.
- G. Grantee 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 conflicts exist, the City shall be the sole judge as to the prevailing requirement(s).
- H. **No work shall be permitted on Sunday or City Holidays, or between the hours of 8:00 p.m. and 7:00 a.m. Monday through Friday, and 6:00 p.m. and 9:00 a.m. Saturdays,** except in the case of an emergency and then only upon notification and approval of the City.
- I. Notify local Fire District and City Public Works Department before opening any trench across any roadway and again when project is complete.
- J. All of the work herein contemplated shall be done under the supervision and to the satisfaction of the City's Public Works Director. 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 party or parties to whom this Permit is issued. Outside consultants may include, but are not limited to, engineers, materials testing laboratories, geotechnical, etc.
- K. The City hereby reserves the right to order the change of location or the removal of any structure or structures authorized by the Permit, at any time, said changes or removal to be made at the sole expense of the party or parties to whom this Permit is issued, or their successors and assigns.
- L. All such changes, reconstruction or relocation by the grantees 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 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.
- M. The Grantee recognizes and agrees that it is responsible for and will make at its own expense any changes that may be required and approved by the City in the location of work described herein.
- N. 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.
- O. 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 forth or through willful or unreasonable neglect, fails to heed or comply with the notices given or if the full utility herein granted is not installed or operated and maintained in conformity herewith or et al or for any cause or reason whatsoever.
- P. The party or parties to whom the Permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted in condition satisfactory to the City's Public Works Director or City Engineer.
- Q. In accepting this Permit, the grantee, his successors and 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 or assigns.
- R. Clean-up of excavation and debris material shall be accomplished concurrently with the burying operation. At no time shall there be debris and/or excavated material extending along the area of construction for more than 500 feet without specific additional written approval of the City.
- S. *INITIAL*_____ All temporary patches shall be maintained by the contractor 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. (SMC._____)
- T. *INITIAL*_____ Final patch shall be completed within 30 days after first opening the trench.

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.

Issued By: _____

Signed: _____

Title: _____

Printed Name: _____

Date: _____

Telephone No.: _____

Dated this _____ day of _____, _____

Surety Bond Required – Amount _____

Cash Deposit Required – Amount _____

Assignment of Funds Required – Amount _____