



# RIGHT-OF-WAY PERMIT

801 228th Avenue SE  
Sammamish, WA 98075  
www.sammamish.us

Phone: 425-295-0500  
Fax: 425-295-0600

## JOB START / INSPECTION REQUEST LINE: (425) 295-0515 – 48 HOURS NOTICE REQUIRED

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** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Description of work in the public right-of-way:** \_\_\_\_\_

**For (Name and Phone):** \_\_\_\_\_

**Project 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 811.
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) CSTC (5/8-inch minus) and 3-inch minimum (compacted thickness) of HMA 1/2-inch. 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, HMA 1/2-inch 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 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 HMA 1/2-inch (PG64-22).
11. No pavement cuts across streets, roads, or driveways constructed of HMA 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, or as otherwise approved.
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, unless otherwise approved. 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 crushed rock (minimum 2-inch compacted thickness) surface shall be placed for gravel shoulder restoration, as shown on approved plans. 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 all road crossings and driveways after back filling. A permanent patch shall be placed within 30 days after completion. 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. **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.**
20. A record "as built" of city-owned facilities must be provided to the City in an approved format upon completion of the project.
21. The contractor shall submit a Certificate of Insurance naming the City of Sammamish as additional insured. The insurance shall meet the requirements as listed in Exhibit A (attached).

## GENERAL PROVISIONS APPLICABLE TO ALL RIGHT-OF-WAY PERMITS

- A. During the progress of the work, such barriers and warning signs (in accordance with the Manual on Uniform Traffic Control Devices) 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.
- B. 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.
- C. 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.
- D. 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.
- E. On completion of said work, 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.
- F. Grantee shall comply with the Washington State Electrical Code, Washington State Department of Transportation Standard Specifications, current edition. Where any conflicts exist, the City shall be the sole judge as to the prevailing requirement(s).
- G. No work shall be permitted on Sunday or City Holidays in accordance with SMC 16.05.030, 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.
- H. Notify local Fire District and City Public Works Department before opening any trench across any roadway and again when project is complete.
- I. All of the work shall be done under the supervision and to the satisfaction of the City's Public Works Director, City Engineer, or designee. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.

- P. 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.
- Q. 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.
- R. INITIAL \_\_\_\_\_ All temporary patches shall be maintained by the contractor until such time as the permanent pavement patch is in place. Final patch shall be completed within 30 days after first opening the trench. 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.

I have read and understand all terms and conditions contained on all pages of this document, including Exhibit A Insurance. The undersigned hereby accepts this Permit subject to the terms and conditions as herein set forth.

**Issued By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_

## EXHIBIT A

### INSURANCE & INDEMNITY REQUIREMENTS FOR RIGHT-OF-WAY PERMITS

#### **Indemnification / Hold Harmless**

The Permittee shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Permittee or on the Permittee's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that RCW 4.24.115 applies to this Permit, then the Permittee agrees to defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Permittee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **A. Insurance Term**

The Permittee shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Permittee's behalf with the issuance of this Permit.

#### **B. No Limitation**

The Permittee's maintenance of insurance as required by the Permit shall not be construed to limit the liability of the Permittee to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

#### **C. Minimum Scope of Insurance**

The Permittee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

#### **D. Minimum Amounts of Insurance**

The Permittee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

**E. Other Insurance Provision**

The Permittee's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Permittee's insurance and shall not contribute with it.

**F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**G. Verification of Coverage**

The Permittee shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Permittee before issuance of the Permit.

**H. Notice of Cancellation**

The Permittee shall provide the Public Entity with written notice of any policy cancellation, within two business days of their receipt of such notice.

**I. Failure to Maintain Insurance**

Failure on the part of the Permittee to maintain the insurance as required shall constitute a material breach of the Permit, upon which the Public Entity may, after giving five business days' notice to the Permittee to correct the breach, immediately terminate the Permit or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand.

**J. Public Entity Full Availability of Permittee Limits**

If the Permittee maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Permittee, irrespective of whether such limits maintained by the Permittee are greater than those required by this Permit or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Permittee.