

**MUST CALL THE CITY'S PUBLIC WORKS DEPARTMENT 425-649-4444: ATTENTION: CITY ENGINEER, P.E.**  
**24 HOURS PRIOR TO STARTING WORK**  
**CITY OF NEWCASTLE PUBLIC WORKS DEPARTMENT**  
**13020 Newcastle Way**  
**Newcastle, Washington 98059-3030**

**PERMIT FOR WORK IN STREET RIGHTS-OF-WAY**

Subject to all terms, conditions and provisions written or printed below or on any part of this form, PERMISSION IS HEREBY GRANTED TO: \_\_\_\_\_

\_\_\_\_\_ (the "Grantee"), Telephone number \_\_\_\_\_ Address: \_\_\_\_\_

City/Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

to construct:

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

1. Utility to be placed/installed per City approved drawing (attached hereto).
2. 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 Public Works Director.
3. All trenches located beneath paved (asphalt or concrete) surfaces or driveways, or located beneath roadway shoulders (within 3' of edge of road) shall be backfilled with crushed surfacing top course (5/8" minus), controlled density fill (CDF), or imported gravel base, Class B. 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.
4. All trenches located outside of paved (asphalt or concrete) surfaces or driveways, or outside roadway shoulders shall be backfilled 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 backfilled 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.
5. All compaction shall be mechanically tamped to achieve the desired level of compaction. Water settling will not be allowed.
6. All asphalt pavement restoration shall be made with a minimum 12-inch lift of compacted (95% standard density) crushed rock top course (5/8" minus) and 2-inch minimum (compacted thickness) of asphalt concrete class "B". The pavement restoration shall extend a minimum of 12-inch (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 equal to or exceeding existing pavement thickness. Seal edges with sealer CSS1 and seal surface joint with hot asphalt (AR4000W) and sand blanket.
7. 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.
8. Before repair of oil mat and/or asphalt concrete cuts, the City shall be notified (24 hour notice) of the 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".
9. 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 City Engineer, or his authorized representative in writing for such crossing and all pavement cuts shall be made only by mechanical saws specifically made for this purpose.
10. Property owners and/or residents along this project shall have the right of safe ingress and egress at all times.
11. At no time during construction will any roadway be entirely closed. At a minimum one-way traffic shall be maintained at all times. All 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.
12. 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 or hydroseed shall be reinstalled. Where construction occurs on a graveled surface, a 2-inch compacted lift of crushed rock surfacing (5/8" minus) shall be provided to all disturbed graveled surfaces.
13. Once work commences, it shall be diligently pursued until completed to the satisfaction of the City Engineer.
14. A temporary patch of cold mix asphalt (4-inch minimum compacted thickness) will be placed and maintained on road crossings and driveways after backfilling until a permanent patch can be placed. Permanent patching will be done by the permittee.
15. A COPY OF THIS PERMIT AND ALL APPROVED PLANS MUST BE PRESENT AT THE WORK SITE AT ALL TIMES. WORK MUST CONFORM 100% TO PERMIT.
16. No work shall be done under this permit until the party or parties to whom it is granted shall have 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.
17. This permit covered by Surety Number \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ with \_\_\_\_\_
18. This permit subject to existing Franchise dated: \_\_\_\_\_
19. Any underground work shall require notification by the applicant to prevent damage to other underground installations, Gas, Power, Telephone, Cable T.V., Water, Sewer.
20. This Permit shall be void unless the work herein contemplated shall have been completed before: \_\_\_\_\_
21. Payment of all permit fees shall be calculated by the City of Newcastle and paid by the Permittee before issuance of this permit.
22. A record "as built" must be provided to the City in an "approved" format upon completion of the project.
23. At a minimum, streets shall be cleaned at the end of each day.

SPECIAL CONDITIONS: \_\_\_\_\_

**GENERAL PROVISIONS APPLICABLE TO ALL PERMITS**

a. A surety is required for the protection of the City. Minimum Street Restoration Surety shall be \$10,000. Higher surety may be required at the discretion of the City.

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.

c. In accepting this Permit, the Petitioner, 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 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 of public place or public structure, and in 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 armor 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 Surface Water Design Manual.

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.

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 exists, the City shall be the sole judge as to the prevailing requirement(s).

h. No work shall be permitted on Saturday, Sunday or City Holiday, or between the hours of 7:00 p.m. and 7:00 a.m. of any working day, except in case of emergency and then only upon notification and approval of the City.

i. Notify local Fire District, Police Department, and City Public Works Department before opening any trench across any roadway and again when project is completed.

j. All of the work herein contemplated shall be done under the supervision and to the satisfaction of the City's Engineer. 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 change 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 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 notices given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all 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 Engineer or his authorized representative.

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.

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: \_\_\_\_\_

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

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

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS \_\_\_\_\_