

TOWN OF STEILACOOM
581-1912
FAX 582-0651
R.O.W. PERMIT

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

TO: _____

Address: _____ Zip: _____

To construct,

1. _____ to be placed _____ feet from right of way line or as the Utility Superintendent or his authorized representative may direct.
2. _____ trench to have a backfill of not less than 36 inches (depth—to the top of the pipe) and sufficient compaction so that the finished surface will conform with the original surface.

Before repair of oil mat and/or asphalt concrete cuts, the Town shall be notified 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".

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 Utility Superintendent or his authorized representative for such crossing. All pavement cuts shall be done by saw.

Pavement cuts must extend a minimum of one foot in all directions from trenching operations. Replace asphalt to the existing depth or to no less than two inches.

3. Property owners and/or residents along this project shall have the right of safe ingress and egress at all times.
4. At no time during construction will any roadway be entirely closed. One way traffic shall be maintained at all times. All traffic control and construction signs shall be in accordance with the latest issue of the Manual on Uniform Traffic Control Devices (MUTCD)
5. Crushed rock to be placed on shoulder of road as directed by the utility Superintendent or his authorized representative.
6. Backfill of trenches across driveways or roadways shall be mechanically compacted in layers not over 6 inches in depth. Trenches to be backfilled with gravel base if material removed is not suitable for replacement
7. A temporary patch of cold mix asphalt will be placed on road crossings and driveways after backfilling until permanent patch can be placed.
8. This permit covered by Bond No. _____

CONDITIONS _____

A COPY OF THIS PERMIT MUST BE ON JOB SITE.

This permit shall be void unless the work herein contemplated shall have been completed before

_____, 2017.

Issued By: _____

Date: _____

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

- A. A bond is required for the protection of the Town of Steilacoom and shall provide that all terms and conditions herein shall be complied with the Grantee. (Please see reverse side for bond coverage, ITEM No. 8)
- B. 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. All traffic control and traffic control devices shall be as specified in the latest edition of the Manual for Uniform Traffic Control Devices (MUTCD).
- C. In accepting this Permit the petitioner, his successors or assigns, agrees to protect the Town of Steilacoom 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, corporations 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 said Town 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 Town of Steilacoom.
- D. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a Town road in such manner as to interfere with the travel over said road.
- E. If the work done under this Permit interferes in any way with the drainage of the Town roads, or causes damage, the grantee shall wholly and at his own expense make such provisions as the Utility Superintendent or his authorized representative may direct to take care of said drainage and/or damage.
- 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 Utility Superintendent or his authorized representative.
- G. Grantee shall comply with the latest edition of the Washington State Electrical Code, Washington State Department of Transportation Standards and Standard Specifications for Road and Bridge Construction (Blue Book) and specifications of Civil Aeronautics Administration.
- H. No work permitted on Saturday, Sunday or holiday, or between the hours of 6:00 P.M. and 6:00 A.M. the following day, except in case of emergency.
- I. Notify Local Fire District and Town of Steilacoom marked on the front of this permit before opening any trench across any roadway and when project is completed.
- J. All of the work herein contemplated shall be done under the supervision and to the satisfaction of the Utility Superintendent or his authorized representative and the entire expense of said supervision shall be borne by the party or parties to whom this Permit is issued.
- K. The Town Council or their authorized representative hereby reserve 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 to be made at the sole expense of the party or parties to whom this Permit is issued, or their successors or assigns.
- L. All such charges, reconstruction or relocation by the grantee shall be done in such manner as will cause the least interference with any of the Town's work and the Town shall in wise be held liable for any damage to the grantee by reason of any such work by the Town, its agents or representatives, or by the exercise of any rights by the Town 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 in the location of _____

Constructed under this Permit due to any reconstruction, improvement or maintenance of the roadway and/or other appurtenances including drainage facilities within the right of way and/or any damage that may be done the roadway or right of way or user of the road that may in any way be attributed by the Utility Superintendent or his authorized representative to the _____ installation or operation.

- N. This Permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Town from granting other permits or franchise rights of the like or other nature to other public or private utilities, nor shall it prevent the Town 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 Town Council 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 or regulations as herein set forth or thru 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 this Permit is issued shall maintain at his sole expense the structure or object for which this permit is granted in a condition satisfactory to the Utility Superintendent or his authorized representative.
- Q. Cleanup of excavation and debris material shall be accomplished concurrently with the burying operation whether by plowing or trenching. At no time shall there be debris and excavation material extending along a line for more than 1,000 feet.
- R. 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 Town or of any Town employee shall be at the sole expense of the Grantee, his successors or assigns.

The undersigned, hereby accepts this permit
Subject to the terms and conditions as herein
Set fort

Please Provide Contact Information:

Phone# _____
Fax _____
Email _____

Signed _____
Print Name: _____
Title: _____
Dated this _____ day of _____ 20_____