



1. **Restoration Requirements** *Unless otherwise directed by this Permit or the Director, the Permittee shall:*
  - a. **Trench** Provide at least 36-inches of cover over the top of any underground pipe or conduit installed in the City right-of-way. Cover is measured from the top of the pipe to the existing groundline. Backfill trenches in the pavement area with 3/4-inch minus Crushed Surface Top Course gravel base in 6-inch (see Public Works Standards, Figure 2-09) loose lifts compacted to 95% maximum density. No trench shall be left unattended or open overnight.
  - b. **Pavement** Sawcut any pavement in rectangular or circular shapes, constructed to be parallel and perpendicular to the road centerline. Jackhammers may not be used to cut pavement. Place either hot mix asphalt permanent patch or cold mix asphalt temporary patch immediately after backfilling any trench in the pavement area. Replace temporary patching with permanent patching within 72-hours or as directed by the Director. Restore any pavement cuts using Class "B" asphalt.
  - c. **Right-of-Way** Remove all rubbish and debris from the City right-of-way that was left due to the Work. Cleanup excavation and debris material 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 300-feet. Restore right-of-way to its original condition or better before the permitted Work began. Place crushed rock on any roadway shoulders that are disturbed during construction. Complete all Work within the indicated number of working days.
2. **General Requirements** *Unless otherwise directed by this Permit or the Director, the Permittee shall:*
  - a. **Traffic Control** Maintain both travel lanes of traffic at all times. Any lane closures must be approved in writing and in advance by the Director. Place traffic signs and all other traffic control devices in accordance with the latest edition of the Manual on Uniform Traffic Control Devices or as required by the City. Erect, maintain, and provide proper lighting on such barriers and warning signs during the progress of the Work as may be necessary or as required by the City for the protection of the traveling public. Make no excavation, and place no obstacle within the limits of a City road in such a manner as to interfere with the travel over said road. Property owner/residents/businesses shall have the right to safe ingress and egress at all times.
  - b. **Working Hours** Perform the Work only from 7:00 a.m. to 8:00 p.m. on non-holiday weekdays, Monday through Friday, except for emergencies, or as otherwise approved by the Director. City holidays include Jan. 1, third Mon. in Jan., third Mon. in Feb., last Mon. in May, July 4, first Mon. in Sept., Nov. 11, fourth Thu. and Fri. in Nov., and Dec. 25. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday is observed respectively.
  - c. **Miscellaneous** Provide a Performance Bond (on City form) in the amount specified by this Permit to insure compliance with all terms and conditions of this Permit. Prior to starting the Work, provide a Certificate of Liability Insurance to the Engineering and Operations Department, naming the City as Additional Insured. All work must be completed with the provisions set forth in this permit and in full compliance of the City's Public Works Standards including any and all amendments and references.
  - d. **Application For Permit To Remove or Destroy a Survey Monument** Provide required permit by the Dept. of Natural Resources to the City in the event that any Survey Monument is to be removed or destroyed. This permit to be obtained in advance of any Survey Monument destruction.
3. **Other Conditions**
  - a. In accepting this Permit, the Permittee agrees to protect the City and hold it harmless from all claims, actions or damages of every kind of 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 or installation, maintenance and operation or by the improper occupancy of right of way or 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 Permittee, his/her successors or assigns will upon notice to him/her or them of commencement of such action, defend the same at his/her 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.
  - b. If the Work done under this Permit interferes with the drainage of the City roads, or causes damage, the Permittee shall wholly and at his/her own expense make such provision as the Director may direct to take care of said drainage and/or damage.
  - c. The Director 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 shall be made at the sole expense of the Permittee.
  - e. All permitted changes, reconstruction or relocation by the Permittee shall be done in such manner as will cause the least interference with any City work. The City shall in no way be held liable for any damage to the Permittee 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.
  - f. The Permittee 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 any utility 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 in the roadway or right-of-way or user of the road that may in any way be attributed by the Director to the utility installation or operation.
  - g. This 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.
  - h. The Director may revoke, annul, change, amend, amplify, or terminate this Permit or any of the conditions herein enumerated if the Permittee fails to comply with any or all of its provisions, requirements and regulations as herein set forth.
  - i. In accepting this Permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by the Permittee through the operation of a contractor, shall be at the sole expense of the Permittee.
  - j. The applicant shall not construct any facility that encroaches into the sight distance triangle. A sight distance analysis may be required as determined by the Director.
4. **Definitions**

Director	Public Works Director, City Engineer, or an authorized representative.
Permittee	The party or parties to whom this permit is issued, or their successors and/or assigns.
City	The City of Gig Harbor
Work	The work herein contemplated and approved by this Permit.