

1. **Restoration Requirements** *Unless otherwise directed or approved by the Engineer or this Permit, the Permittee shall:*
 - a. **Trench--Provide** at least 36 inches of cover over the top of any underground pipe or conduit installed in the County right-of-way. Cover is measured from the top of the pipe to the existing groundline. **Backfill** trenches in the pavement area with 3" minus gravel base compacted in 1' loose lifts to 95% maximum density.
 - b. **Pavement--Restore** any pavement cuts using Class "B" asphalt concrete or cement concrete per patch details PC.A7.1 or PC.A7.2, experienced personnel and adequate equipment. **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 45 working days after placing any temporary patching. **Cut** pavement in rectangular or circular shapes, constructed to be parallel with and perpendicular to the road centerline.
 - c. **Right-of-Way--Remove** all rubbish and debris from the County 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 500 feet. **Restore** right-of-way as near as possible to its original state 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 or approved by the Engineer or this Permit, the Permittee shall:*
 - a. **Traffic Control** **Maintain** at least one lane of traffic at all times unless a road closure permit has been obtained. **Place** traffic signs in accordance with the latest edition of the "*Manual on Uniform Traffic Control Devices*" or as directed by the Engineer. **Erect**, maintain, and provide proper lighting on such barriers and warning signs during the progress of the work as may be necessary or as may be directed by the Engineer for the protection of the traveling public. **Make** no excavation and place no obstacle within the limits of a County road in such a manner as to interfere with the travel over said road.
 - b. **Working Hours--Perform** the work only from 6:00 a.m. to 6:00 p.m. on non-holiday weekdays, Monday through Friday, except for emergencies, or as otherwise approved by the Engineer. County holidays include January 1, 3rd Monday in January, 3rd Monday in February, last Monday in May, July 4, 1st Monday in September, November 11, 4th Thursday and Friday in November, and December 25. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday is observed, respectively. Requests for working after hours shall be submitted to the Engineer at least one week before the after-hours work is scheduled to begin. The Permittee shall sign an "After-Hours Memorandum Agreement" to reimburse the County for any overtime costs incurred by the County for inspection of the work after hours.
 - c. **Miscellaneous--Provide** a performance bond in the amount set by the Engineer for the County's benefit to insure compliance with all terms and conditions of this Permit. **Provide** an insurance policy approved by the Pierce County Risk Management Department prior to starting the work. **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, Civil Aeronautics Administration specifications, and all other applicable laws and regulations. **Perform** the Work to the satisfaction of the Engineer. Any of the work not completed according to the provisions set forth in this Permit, may be completed by the County and charged to the Permittee.
3. **Other Conditions**
 - a. In accepting this Permit, the Permittee agrees to protect the County and save it harmless from all claims, actions or damages of every kind a description which may accrue to or be suffered by any person or person, 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 County for damages arising out 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 County.
 - b. If the work done under this Permit interferes with the drainage of the County roads, or causes damage, the Permittee shall wholly and at his own expense make such provision as the Engineer may direct to take care of said drainage and/or damage.
 - c. The Engineer 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.
 - d. All permitted changes, reconstruction or relocation by the Permittee shall be done in such manner as will cause the least interference with any County work. The County shall in no way be held liable for any damage to the Permittee by reason of any such work by the County, its agents or representatives, or by the exercise of any rights by the County upon the roads, streets, public places or structures in question.
 - e. 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 the roadway or right-of-way or user of the road that may in any way be attributed by the Engineer to the utility installation or operation.
 - f. This Permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the County from granting other permits or franchise rights like or other nature to public or private utilities, nor shall it prevent the County 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.
 - g. The Engineer may revoke, annul, change, amend, amplify, or terminate this Permit or any of the conditions herein enumerated if Permittee fails to comply with any or all of its provisions, requirements and regulations as herein set forth.
 - h. In accepting this Permit, the Permittee agrees that any damage or injury done to the property of the Permittee or any expense incurred by him through the operation of a contractor, working for the County, or of any County employee, shall be at the sole expense of the Permittee.
4. **Definitions**
 - a. *Engineer* The Pierce County Engineer or an authorized representative.
 - b. *Permittee* The party or parties to whom this permit is issued, or their successors and/or assigns.
 - c. *County* The County of Pierce.
 - d. *Work* The work herein contemplated and approved by this Permit.