

City of Yakima
Application for Right-of-Way - Excavation Permit
Curb - Street -Alley - Sidewalk - Driveway - Utility

Fee: \$160.00 (other fees may apply - see fee's list in ordinance 8.72.070) Permit will be issued within 5 working days.

Today's Date

Anticipated Work Start Date

Please complete all information. Incomplete information will delay approval of this application and permit issuance.

Exact Street Address of Work

Property Owner Name

Property Owner Address

Property Owner Phone

Applicant Name

Applicant Address

Applicant Phone

Contractor Name

Contractor Address

Contractor Phone

Contractor's State Registration Number

Contractor's City Business License Number

Contact Person

Contact Phone

Contact email

**Applicant must provide Insurance Forms and Certificates see 8.72.040(2) and Bond see 8.72.040(3).
Please Complete all information - if information does not apply write N/A**

As part of this application, you must submit a copy of the plans detailing the proposed work, and the traffic control plans. The plans must detail the work to be done and provide the orientation, dimensions, utility locations, existing structures, property boundaries, rights of way, easements, etc.

Briefly state the purpose of this work and what will be done

Please Check all that apply:

- | | | |
|---|--|---|
| <input type="checkbox"/> Commercial Driveway | <input type="checkbox"/> Curb - NEW | <input type="checkbox"/> Alley Cut - ASPHALT |
| <input type="checkbox"/> Commercial Driveway - NEW | <input type="checkbox"/> Curb - CUT/REPLACE | <input type="checkbox"/> Alley Cut - DIRT |
| <input type="checkbox"/> Residential Driveway - REPLACE | <input type="checkbox"/> Street Cut - ASPHALT | <input type="checkbox"/> Excavate Right of Way Only |
| <input type="checkbox"/> Sidewalk - NEW | <input type="checkbox"/> Street Cut - CONCRETE | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Sidewalk - CUT/REPLACE | <input type="checkbox"/> Street Cut - DIRT | Other |

The information contained in this application is correct and true. I understand that approval of this application will be based on the the information contained herein and no work is authorized that is not stated here. I understand that the work performed must conform to city standards and specifications including the RIGHT - OF - WAY - EXCAVATION PERMIT and those conditions are subject to change without notice.

Name of Applicant

Date of Application

Signature Field

Right-of-Way - Excavation Permit Requirements: 2 YEAR BOND

1. The applicant shall comply with the applicable sections of Titles 8, 12, 14 and 15 of the City of Yakima Municipal Code, applicable City of Yakima Standard Details, and the applicant provisions denoted below.
2. Applicant shall be responsible for all costs and expenses incident to the performing of this work and will also be responsible for any loss or damage that may be directly caused by the performing of this work.
3. A copy of this permit shall be available on-site whenever work is being performed.
4. The Applicant shall maintain the required Insurance forms and certificates for the entire time that any work is performed subject to this Permit.
5. Open excavations shall not be left unprotected when no work is being performed. Backfill, steel plates, security fencing and other safety options may be considered on a case by case basis by the City.
6. The contractor shall furnish and maintain signs, barricades, lights, flares or any other appurtenance necessary to protect the public or when directed by the Street Inspector in accordance with the MUTCD, Sec. VI.
7. All work shall be performed to the satisfaction of the City Engineer. If said work is not completed or approved, the City Engineer will hire the work done and the applicant shall pay the costs, in full.
8. This permit is valid for 30 calendar days. If additional days are required, permit extensions will be required (\$100 per each 30 days).
9. The responsible party shall insure that the street break inspector is notified three (3) working days in advance of starting work and keep the inspector informed on the progress of work so inspections can be made. Work accomplished without proper notification shall be redone with proper inspection.
10. A fully licensed contractor must do any work within the rights-of-way.
11. Backfill around or under infrastructure shall consist of crushed surfacing top course (5/8 - inch minus aggregate) for the full depth of the trench compacted to 95% of maximum compaction as detailed in ASTM 1557.
12. Driveway location shall be as limited by YMC 15.06.065.
13. If applicant proposes to restrict the traffic in any section of street or alley, the applicant shall submit a legible traffic control plan that meets MUTCD standards and is designed by a certified Traffic Control Supervisor, such certification received from the American Traffic Safety Services Association (ATSSA) or an approved equal.

Excavation Bond 2 YEAR BOND

City of Yakima

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____

Surety Company, whose principal office is at _____

are held firmly bound unto the CITY OF YAKIMA, WASHINGTON, a Municipal Corporation, in the penal sum of

_____ dollars,

lawful money of the United States to be paid to the said City of Yakima, or to any person sustaining loss or injury for the exercise of doing work in a City of Yakima street, sidewalk, alley, public thoroughfare, or public easement whichever is greater as provided by City of Yakima ordinance, the said principal binds himself, his heirs, executors, and administrators, and the said surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20 _____

The conditions of this obligation are such that the above listed Principal has applied for a permit to do work in a City street, sidewalk, alley, public thoroughfare, or public easement as required under Title 8.72 of the City of Yakima Municipal Code. Principal agrees that actual construction of the approved off-site improvements are covered

Principal agrees that these funds will be released to the City of Yakima upon notice by the City of Yakima that the improvements and or repairs were not completed within the prescribed time, unless time extension has been provided in writing by the City of Yakima.

NOW THEREFORE, the above name Principal shall indemnify, defend and save harmless the City of Yakima from all claims, actions or damages of every kind and description which may accrue as a result of opening and/or working upon any roadway, alley, easement or other public place, by him or those in his employ, in installing or making connections with any public or private sewer or water system or any other purpose of object whatever, and that he will replace and restore such roadway, street, alley, avenue or other public place to as good a state or condition as at the time of the commencement of said work, and maintain the same in good order to the decided satisfaction of the City of Yakima, and that he will comply with all the provisions of his or her franchise or permit, and all resolutions or instruments relating thereto, then this obligation to be null and void, otherwise to remain in full force and effect. Under no circumstances will the release of these funds be authorized without the written permission of the City of Yakima.

If either party brings litigation to enforce any term or condition of this agreement, or as a result of this agreement, prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as in obtaining execution of judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

Name of Principal

By: (Signature)

(Printed Name)

(Surety)

By: (Signature)

(Printed Name)

Notary in Washington State

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Seal or Stamp

Signature

Title

Printed Name

My Commission expires

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Seal or Stamp

Signature

Title

Printed Name

My Commission expires

EXCAVATION BOND 2 YEAR BOND Continuous Bond

BOND NO. _____

City of Yakima

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____

Surety Company, whose principal office is at _____

are held firmly bound unto the CITY OF YAKIMA, WASHINGTON, a Municipal Corporation, in the penal sum of _____ dollars,

lawful money of the United States to be paid to the said City of Yakima, or to any person sustaining loss or injury for the exercise of doing work in a City of Yakima street, sidewalk, alley, public thoroughfare, or public easement whichever is greater as provided by City of Yakima ordinance, the said principal binds himself, his heirs, executors, and administrators, and the said surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20 _____

The conditions of this obligation are such that the above listed Principal has applied for a permit to do work in a City street, sidewalk, alley, public thoroughfare, or public easement as required under Title 8.72 of the City of Yakima Municipal Code. Principal agrees that these funds will be released to the City of Yakima upon notice by the City of Yakima that the work conducted under said permit(s) resulted in loss or injury to persons or property or if the improvements and or repairs were not completed within the prescribed time, unless time extension has been provided in writing by the City of Yakima.

NOW THEREFORE, the above named Principal shall indemnify, defend and save harmless the City of Yakima from all claims, actions or damages of every kind and description which may accrue as a result of opening and/or working upon any roadway, alley, easement or other public place, by him or those in his employ, in installing or making connections with any public or private sewer or water system or any other purpose of object whatever, and that he will replace and restore such roadway, street, alley, avenue or other public place to as good a state or condition as at the time of the commencement of said work, and maintain the same in good order to the decided satisfaction of the City of Yakima, and that he will comply with all the provisions of his or her franchise or permit, and all resolutions or instruments relating thereto, and shall guarantee restoration of the work site, normal wear and tear excepted, for a period of two (2) years from the date of restoration for all excavations made by Principal under such permits, then this obligation to be null and void.

Otherwise it shall remain in full force and effect and this bond shall be deemed continuous in form and shall remain in force and effect for all excavations in streets, highways or other property of the City of Yakima made by Principal pursuant to future permits approved by the City of Yakima unless terminated or cancelled in the manner hereafter provided. The Surety herein reserves the right to withdraw as such surety except as to any liability already incurred hereunder or as to any future liability which may incur from work pursuant to a permit already issued at the time of withdrawal. Surety may withdraw upon the giving of thirty (30) days written notice of withdrawal to the Principal and to the Director of the Utilities and Engineering Department as to any future obligations for which a permit was not already received by the Principal as of the date of withdrawal.

Name of Principal

By: (Signature)

(Printed Name)

(Surety)

By: (Signature)

(Printed Name)

Notary in Washington State

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Seal or Stamp

Signature

Title

Printed Name

My Commission expires

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Seal or Stamp

Signature

Title

Printed Name

My Commission expires



GENERAL

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	CONTACT NAME: Insurance Agent Information
	PHONE (A/C, No, Ext) FAX (A/C, No) E-MAIL ADDRESS: <input type="checkbox"/>
INSURED ENTITY INSURED ADDRESS	INSURER(S) AFFORDING COVERAGE NAIC#
	INSURER A: A-VII or better, admitted carrier
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	POLICY NUMBER Stop Gap/EL Only	start date	stop date	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER	CANCELLATION
City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SIGNATURE

COMMERCIAL GENERAL LIABILITY

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured's.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.