



COMMUNITY DEVELOPMENT DEPARTMENT

Bill Preston, P.E., Director

Engineering Division

129 North Second Street, 2nd Floor, Yakima, Washington 98901

Phone (509) 575-6111 • Fax (509) 576-6305 • Email: engineering@yakimawa.gov

EXCAVATION PERMIT (EXC) APPLICATION PACKET



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Application for Excavation in the Right of Way

Curb - Street - Alley - Sidewalk - Driveway - Utility

APPLICATION FEE: \$160.00 RESTORATION FEE: Calculated at project completion

- Other fees may apply in accordance with the City's Master Fee Schedule available online -

Permit must be issued prior to commencing work.

Today's Date

Anticipated Work Start Date

Project Duration

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

Contractor (Business Name)

Contractor Address

Contractor Phone

Contractor's License Number (L&I)

Contractor's UBI (State)

Contact Person

Contact Email

Contact Phone

Please submit all information below with your application.

Submittal Checklist:

☐ Plans detailing proposed work – including but not limited to:

- ☐ North Arrow
- ☐ Dimensions
- ☐ Utility Locations
- ☐ Existing Structures
- ☐ Property Boundaries
- ☐ Rights of Way
- ☐ Easements

☐ Traffic Control Plan meeting MUTCD standards (https://mutcd.fhwa.dot.gov/kno_11th_Edition.htm)

☐ Certificate of Insurance – YMC 8.72.040(G)(2) (example attached)

☐ Bond (\$10,000) – YMC 8.72.040(G)(3) (example attached; must include hold harmless language and be notarized)

Briefly state the purpose of this work and what will be done (attach separate page if necessary):

Check all that apply:

- | | | | |
|---|---|--|--|
| ☐ Commercial Driveway - NEW | ☐ Sidewalk - NEW | ☐ Street Cut - ASPHALT | ☐ Alley Cut - ASPHALT |
| ☐ Commercial Driveway - REPLACE | ☐ Sidewalk – CUT/REPLACE | ☐ Street Cut - CONCRETE | ☐ Alley Cut - DIRT |
| ☐ Residential Driveway - NEW | ☐ Curb - NEW | ☐ Street Cut - DIRT | ☐ Excavate ROW Only |
| ☐ Residential Driveway - REPLACE | ☐ Curb – CUT/REPLACE | ☐ Other: _____ | |

The information contained in this application is correct and true. I understand that approval of this application will be based on 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 Excavation Permit and that those conditions are subject to change without notice.

Applicant Name (Print)

Applicant Signature

Date

Right-of-Way - Excavation Permit Requirements: 2 YEAR BOND \$10,000

1. This permit is valid for 30 calendar days. If additional days are required, permit extensions will be required (\$100 per each 30 days).
2. A copy of the signed, issued permit shall be kept on site at all times.
3. For sidewalks and driveways, contractor must notify the Construction Inspector prior to concrete pour to check form work and compaction per City Standards. Call Inspector Josh Gaub at (509) 961-9119.
4. The responsible party shall request an initial inspection through the Online Permit Center (www.buildingyakima.com) three (3) working days in advance of starting work. Upon completion of the work, a final inspection shall be requested through the Online Permit Center. Work accomplished without proper notification shall be redone with proper inspection.
5. 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. A \$500 penalty per day per violation shall be charged for failure to comply with any provisions of YMC Chapter 8.72.
6. Before starting any excavation work, call the Underground Utilities Council at 1-800-424-5555 at least 48 hours in advance. They will make sure all existing utilities in the excavation area are located and marked.
7. All persons performing work shall take reasonable precautions not to damage or destroy existing facilities. 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.
8. An excavator who, in the course of excavation, contacts or damages an underground facility shall notify the facility operator directly, if the facility operator is known, the City of Yakima Engineering Division, and a one-number locator service, and report the damage as required under RCW 19.122.053. If the damage causes an emergency condition, the excavator causing the damage shall also call 911 to alert the appropriate local public safety agencies and take all appropriate steps to ensure the public safety.
9. No damaged underground facility may be buried until it is repaired or relocated. A permit from the City of Yakima for the repair or relocation of the facility shall be obtained prior to commencement of work or within two business days of performing the work in the case of an emergency. Only a person with a valid City of Yakima Side Sewer Installer's License shall be authorized to install a side sewer.
10. Any damage caused to any property during the course of work shall be repaired and the property restored by permittee, and its successors or assigns, at its sole cost and expense, without delay or interruption and within the time period prescribed by the City of Yakima. The restoration shall leave the damaged property in an equal or better condition than existed prior to the damage, as determined by the City of Yakima. If the person damaging such property fails to timely effect and complete such repair and restoration, the City of Yakima shall have authority to repair and restore the same with the use of City labor and materials and charge all costs thereof against the person(s) or entit(ies) responsible for such damage plus a fifteen (15) percent to cover administrative expenses.
11. The Applicant shall maintain the required Insurance forms and certificates for the entire time that any work is performed subject to this Permit.
12. 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.
13. 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.
14. 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.
15. A fully licensed contractor must do any work within the rights-of-way.
16. 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.

- 17.** Driveway location shall be as limited by YMC 15.06.065.
- 18.** 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.
- 19.** All paving done during November 1st through March 31st shall be subject to approval by the Development Engineer. No cold mix is to be allowed on City of Yakima Arterial roadways during this timeframe. A written request to suspend work on Arterial roadways during this specified timeframe may be submitted to the Development Engineer in order to suspend the fees until the plants are open in the Spring. Approved cold mix on Local roadways shall be maintained throughout the winter and is required to be paved in HMA when plants open in the Spring.

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 (Company)

By: (Signature)

Printed Name

Surety Company

By: (Signature)

Printed Name

(Notarization on next page)

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

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	CONTACT NAME Insurance Agent Information
INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	PHONE (A/C No. Ext.) FAX (A/C No.) E-MAIL ADDRESS: []
INSURED	INSURER A: A-VII or better, admitted carrier
ENTITY INSURED ADDRESS	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.

USER LTR	TYPE OF INSURANCE	ADOL. MARK	SUBS. MARK	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000 PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ 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 EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	POLICY NUMBER Stop Gap/EL Only	start date	stop date	WC STATU-TORY LIMITS ☒ OTH-ER \$ EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL 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 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
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

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ACORD25(2010/05)

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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.