

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

Fee: \$100.00 (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

**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:

Commercial Driveway

Curb - NEW

Alley Cut - ASPHALT

Commercial Driveway - NEW

Curb - CUT/REPLACE

Alley Cut - DIRT

Residential Driveway - REPLACE

Street Cut - ASPHALT

Excavate Right of Way Only

Sidewalk - NEW

Street Cut - CONCRETE

Sidewalk - CUT/REPLACE

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:

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.

Work in City Right of Way 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 (Name of Project)

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

EXCAVATION 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. (Name of Project)

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