



CITY OF CLE ELUM
Public Works Department
(509) 674-2262

APPLICATION TO PERFORM WORK IN CITY RIGHT OF WAY

Application Fee: \$50.00

Circle Payment Method: Cash Check Credit Card

Date of application_____

Applicant Name_____ Phone number_____

Location of work_____

Planned Date of work_____

Description of work to be performed (attach additional sheets if necessary)

Initial each box and submit the following with the permit:

_____ Detailed drawing

_____ Certificate of Insurance -Certificate Holder City of Cle Elum

_____ Sign Indemnification/ Hold Harmless

_____ I agree to withhold the City of Cle Elum Construction Standards located at:

http://cityofcleelum.com/wp-content/uploads/2021/02/2002_City-Construction-Standards.pdf

SEE NOTICE & INSTRUCTIONS FOR APPLICANT ON PAGE 6 OF THIS APPLICATION

City of Cle Elum
119 West First Street
Cle Elum, WA 98922



Phone: (509) 674-2262
Fax: (509) 674-4097
www.cityofcleelum.com

HOLD HARMLESS AGREEMENT

This Agreement made this _____ day of _____, _____, between the City of
Cle Elum, referred to as "CITY" herein, and _____ at,
_____ referred to as "USER" herein.
Mailing Address City State Zip Name

For the good and valuable consideration, receipt of which is acknowledged, is hereby agreed:

SECTION I

USER undertakes to indemnify CITY from any liability, loss or damage USER may suffer as a result of claims, demands, costs, or judgments against it arising out of the acts, failure to act, or activities that USER conducts under the CITY'S license or permit whether liability, loss or damage is caused by, or arises out of the negligence of USER or its officers, agents, employees or otherwise.

SECTION II

This Agreement shall commence on the date that the CITY issues its license or permit to USER and shall continue in full force until the permit and license expire. Renewal of the permit and/or associated license(s), if any, automatically renews this Agreement. The duty to indemnify the CITY for claims, demands, costs or judgments against it that arise during the Agreement survives the expiration of the Agreement.

SECTION III

CITY agrees to notify USER in writing, within 30 days, by certified mail, at USER'S address as stated in this Agreement, of any claim made against CITY on the obligations indemnified against.

SECTION IV

USER agrees to defend against any claims brought or actions filed against CITY with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject indemnity herein, USER agrees the CITY may employ an attorney of its own selection to appear and defend the claim or action on behalf of CITY, at the expense of USER. CITY, at its option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against CITY.

SECTION V

Vouchers or other similar, property evidence showing payment by CITY of any loss, damage, or in expense covered under this Agreement shall be conclusive evidence, (except fraud) against USER as to fact and amount of USER'S liability hereunder.

SECTION VI

USER conveys that it shall not institute any action or suit at law or in equity against CITY, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand action, or cause of action for damages, costs, loss of services, expenses, or compensation for any damage for any damage, loss or injury either to person or property, or both, whether developed or underdeveloped, resulting or is result, known or unknown, past, present, or future, arising out of activities that USER conducts under a license/permit issued to USER by CITY.

'USER' Signature

Print Name

Title

INSURANCE & INDEMNITY REQUIREMENTS FOR RIGHT-OF-WAY PERMITS

Indemnification / Hold Harmless

The Permittee shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Permittee or on the Permittee's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that RCW 4.24.115 applies to this Permit, then the Permittee agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Permittee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Permittee shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Permittee's behalf with the issuance of this Permit.

B. No Limitation

The Permittee's maintenance of insurance as required by the Permit shall not be construed to limit the liability of the Permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Permittee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

D. Minimum Amounts of Insurance

The Permittee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

E. Other Insurance Provision

The Permittee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Permittee's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The Permittee shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Permittee before issuance of the Permit.

H. Notice of Cancellation

The Permittee shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Permittee to maintain the insurance as required shall constitute a material breach of the Permit, upon which the City may, after giving five business days' notice to the Permittee to correct the breach, immediately terminate the Permit or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

J. City Full Availability of Permittee Limits

If the Permittee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability

maintained by the Permittee, irrespective of whether such limits maintained by the Permittee are greater than those required by this Permit or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Permittee.

Signature of Permittee: _____

Date: _____



CITY OF CLE ELUM
Public Works Department
(509) 674-2262

NOTICE

CALL BEFORE YOU DIG 1-800-424-5555 or 811: Applicant is responsible for calling underground utility locates 48 hours prior to construction and the Applicant is responsible for any damage to the City's infrastructure.

SIGNAGE, BARRICADES & TRAFFIC CONTROL: Applicant is responsible for signage, barricades, and traffic control and shall work with Cle Elum Public Works Department for proper placement.

BE ADVISED: Applicants for permits to occupy City property with utilities or holders of granted franchise rights contemplating work upon, along, over, under or across any City road, bridge, public place, street, avenue or alley on property in the City, shall first file with Cle Elum City Hall this application to do such work. Such applications shall be accompanied by drawings. Drawings shall be to a working scale, showing position and location of work, names or numbers and width of roads, streets, etc., showing the relative position of such work to existing utilities, constructed, laid, installed or erected upon such roads, streets or public places. The actual location of the work to be done under this permit, its depth below or above surface or grade of any City structure, road, street, avenue, alley or public place shall be approved by Cle Elum Public Works before any work shall be done by the petitioner. The applicant shall specify the type of construction by submitting plans showing the class of material and the manner in which the work is to be accomplished. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction, installation, erection of temporary structures, traffic turnouts, road obstruction, barricades.

INSTRUCTIONS FOR APPLICANTS

Please return this application to City Hall or
Email to mengelhart@cleelum.gov; wprosek@cleelum.gov
Please include \$50.00 fee and required documents