



Address:
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Website:
<https://www.pacificwa.gov>

RESIDENTIAL RIGHT-OF-WAY APPLICATION

PERMIT #: _____

Subject to all terms, conditions and provisions written or printed below or on any part of this form, PERMISSION IS HEREBY GRANTED TO:

Owner's Name: _____ Email: _____

Home Ph #: _____ Cell #: _____

Construction Site (Property Address): _____

Contractor's Name: _____ Phone #: _____

Contractor's Address: _____

Email Address: _____ State UBI #: _____ City License #: _____

Project Contact: _____ Cell #: _____

Work to be performed:

<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Repair	<input type="checkbox"/> Replacement	<input type="checkbox"/> Construction
<input type="checkbox"/> Driveway	<input type="checkbox"/> Repair	<input type="checkbox"/> Replacement	<input type="checkbox"/> Construction
<input type="checkbox"/> Other: _____			

You must comply with the following:

1. All construction to be completed / installed per City approved drawing (attached).
2. There shall be no pavement cuts of City streets or roads constructed of asphalt concrete or Portland cement concrete.
3. Property owners and/or residents shall have the right of safe ingress and egress at all times.
4. Once work commences, it shall be diligently pursued until completed to the satisfaction of the City Engineer.
5. **A COPY OF THIS PERMIT MUST BE PRESENT AT THE WORK SITE AT ALL TIME. WORK MUST CONFORM 100% TO PERMIT.**
6. Any underground work shall require notification by the applicant to prevent damage to other underground installations, Gas, Power, Telephone, Cable T.V., Water, and Sewer.
7. This permit shall be void unless the work herein contemplated shall have been completed before
8. A copy of the homeowner's liability insurance is required for the protection of the City.
9. Payment of all permit fees shall be calculated by the City of Pacific and paid by the Permittee before issuance of this permit.

SPECIAL CONDITIONS: _____

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

- a. During the progress of the work, barriers and warning signs shall be erected and maintained by the grantee as may be necessary or as may otherwise be directed by the City for the protection of the traveling public; the barriers shall be promptly removed when the project is completed.
- b. In accepting this Permit, the Petitioner, his successors or assigns, agrees to protect the City and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way of public place, and in case any suit or action is brought against said City for damages arising out of or by reason of any of the above causes, the petitioner, his successor or assigns will upon notice to him or them of commencement as such action, defend the same at his or their own sole cost and expense and will satisfy judgment for the said suit or action shall have finally been determined if adverse to the City.
- c. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street or easement in such a manner as to interfere with the travel over said road, or create a safety hazard.
- d. If the work done under the Permit interferes in any way with the drainage of the City streets, or causes damage, the grantee shall wholly and at his own expense make such provisions as the City Engineer may direct to take care of said drainage and/or damage. The grantee is responsible for protecting the storm system from erosion. Existing systems shall be protected and cleaned as required. The grantee shall utilize Best Management Practices outlined by the Department of Ecology.
- e. On completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadside shall be left neat and presentable and satisfactory to the City Engineer.
- f. **No work shall be permitted between the hours of 9:00 p.m. and 6:00 a.m. of any working day, except in case of emergency and then only upon notification and approval of the City.**
- g. All of the work herein contemplated shall be done under the supervision and to the satisfaction of the City's Engineer.
- h. The grantee recognizes and agrees that it is responsible for and will make at its own expense any changes that may be required and approved by the City in the location of work described herein.
- i. The City may revoke, annul, change, amend, amplify, or terminate the Permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.
- j. In accepting this Permit, the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be at the sole expense of the grantee, his successors or assigns.

Owner's Signature

Printed Name

Date

Issued By City of Pacific

Printed Name

Title

Date