



CITY OF AZUSA
ENGINEERING DIVISION
213 East Foothill Blvd. Azusa, CA 91702-1395

ENCROACHMENT PERMIT APPLICATION

Project Location:

Project Number:

Tentative Start Date: **Duration of Work:** **Day(s)** **Hour(s)**

Owner: **Phone:**

Address: **Email:**

Contractor: **Primary Field Contact:**

Address: **Phone:**

Email:

State License No. **License Type:** **Azusa Business License No.**

ALL WORK AUTHORIZED SHALL COMMENCE WITHIN SIXTY (60) CALENDAR DAYS.
NOTIFICATION IS REQUIRED FOR INSPECTION(S) TWO (2) WORKING DAYS PRIOR TO COMMENCING
WORK. NOTIFICATION SHALL BE CONFIRMED BY PUBLIC WORKS INSPECTOR (626) 812-5230.

APPLICANT SHALL NOTIFY POLICE DEPARTMENT AT (626) 812-3200 AND FIRE DEPARTMENT AT
(626) 334-0011 OF LANE/STREET CLOSURES 48 HOURS IN ADVANCE.

ALL WORK SHALL CONFORM TO THE LATEST EDITIONS OF STANDARD PLANS OF THE CITY OF AZUSA, CALTRANS, STANDARD PLANS &
SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK); AND CALTRANS PERMANENT PEDESTRIAN FACILITIES ADA COMPLIANCE
HANDBOOK. PRECEDENCE OF PLANS AND SPECIFICATIONS SHALL BE DETERMINED BY THE CITY ENGINEER OR INSPECTOR.

QTY.	SCOPE OF WORK (PER CITY STANDARD)		
	Curb (R4-2)	Curb & Gutter (R4-2)	Curb Drain (R9-2)
	Drive Approach (R5-2)	Sidewalk (R6-2)	Potholing
	Parkway Obstruction	Street Obstruction	Signage Obstruction
	Sewer Saddle	Sewer Dye Test	Sewer Blockage Check
	Alley Excavation (R12-2)	Street Excavation (R12-2)	Parkway Excavation
	Aerial Installation	Guy Wire Anchor	Parkway Drought Improvements
	Power Pole Maintenance/Replacement TD #(s):		
	Roll-off Bin shall be Athen Services within City Limits please inquire at (888) 336-6100		
PG. #:	Traffic Control Plan (<i>reference shall be latest edition</i>)		
DWG. #:	C.A.T.T.C.H.	C.J.U.T.C.M.	M.U.T.C.D.
TYP. APP #:		W.A.T.C.H.	Site Specific

Working Hours: 7:00A.M. to 6:00P.M. Monday through Friday, and no work is allowed on Holidays.

Technology Enhancement Fee - A Technology Enhancement Fee is proposed in the amount of 5% of permit and plan review fees. Amounts collected from this fee will be dedicated specifically toward hardware, software, or services that will enhance the City's ability to be more efficient and better serve the development community through the use of technology. The fee will be collected on building, planning, land development engineering, and community improvement plan review and permits issued by the City.

Applicant's Signature:

Date:



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LICENSED CONTRACTOR'S DECLARATION

I hereby affirm that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License No. _____ License Class _____

Contractor _____

Applicant _____

☐ I am exempt from the licensing requirements as I am a licensed architect or a registered professional engineer acting in my professional capacity (Section 7051, Business and Professions Code).

License or Reg. No. _____ Date _____

ABBREVIATIONS

California Joint Utility Traffic Control Manual (C.J.U.T.C.M.)
Manual of Uniform Traffic Control Devices (M.U.T.C.D.)
Work Area Traffic Control Handbook (W.A.T.C.H.)

AZUSA MUNICIPAL CODE

CHAPTER 62
(STREETS, SIDEWALKS AND OTHER PUBLIC PLACES)
Section 62-2. - Required Permits
(Code 1971, § 12.10.020)

No person shall do any of the following without first obtaining a permit from the Engineering Division.

- (1)** Move or cause to be moved along any highway any building or structure.
- (2)** Make or cause to be made any excavation, fill or obstruction of or lay, construct or repair any curb, sidewalk, gutter, driveway, roadway, retaining wall, storm drain or culvert, highway light or highway lighting system in, over, along, across or through any street or public right-of-way.
- (3)** Erect, construct, place, maintain, leave or abandon any building, fence, porch, steps, post, pole, track, wire, pipe, conduit or other structure in whole or in part in or upon any street or public right-of-way.
- (4)** Place, affix, paint, maintain, leave or abandon any sign, placard, notice, advertisement, seat, table, stand, material or other obstruction in any street or public right-of-way.
- (5)** Place, affix or leave bus benches.
- (6)** Any other work on a street or public right-of-way.

WORKER'S COMPENSATION DECLARATION

I hereby affirm that I have a certificate of consent to self insure or a certificate of Worker's Compensation Insurance or a certified copy thereof (Sec. 3800, Lab. C).

Policy No. _____

Company _____

☐ Certified copy is hereby furnished.

LIABILITY INSURANCE

I hereby affirm that I have a liability insurance policy, covering bodily injury and property damage, with aggregate limits in the amount of \$1,000,000 and my policy is in full force and effect. (Standard Specifications for Public Works Construction, Sec. 7-3)

Policy No. _____

Company _____

☐ Certified copy is hereby furnished.

I certify that I have read this application and its attached permit conditions, and state that the above information is correct. I understand that incorrect information is cause for revocation of this permit. I agree to comply with all city and state laws, regulations, and ordinances relating to construction and all attached permit conditions.

APPLICANT'S SIGNATURE

DATE



CITY OF AZUSA PERMIT TO ENCROACH THE PUBLIC RIGHT-OF-WAY

I. STANDARD CONDITIONS

- A.** Permittee or Permittees authorized representative must notify City of Azusa Public Works Inspector at least forty-eight (48) hours before commencing any work under this Permit. Permittee or Permittees shall notify by flyer or door knocker one week prior to commencing work to all residents or business owners whose ingress or egress is affected. Failure to so notify is cause for revocation of Permit. Should Permittee fail to commence the work or project for which this permit was issued within sixty (60) calendar days from the date of issuance set forth above, or fail to actively and diligently exercise the privileges of this Permit, the Permit becomes null and void.
- B.** The City of Azusa Agency shall not be responsible for monitoring the Permittee's compliance with any laws or regulations. If the Permittee performs any work knowing or having reason to know that it is contrary to laws or regulations, the Permittee shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work.
- C.** Permittee or Permittees authorized representative shall notify underground service alert at least forty-eight (48) hours before commencing any excavation necessary to perform the work authorized by this Permit. Permittee agrees to contact and obtain an Inquiry ID Number from underground service alert at (800) 422- 4133 at least two (2) working days prior to commencing work. By signing this Permit application, Permittee acknowledges that Permittee understands the statutes and regulations pertaining to excavation near or in the vicinity of underground utilities and agrees to strictly conform all of Permittee's activities to such requirements. And failure on the part of Permittee to comply with such requirements shall be grounds for the immediate revocation of this Permit.
- D.** A copy of this Permit shall be kept at the site of the work throughout the period of operations within the jurisdictional limits of the Agency and any right-of-way therein and shall be shown to any Agency employee, agent or duly authorized representative or any law enforcement officer upon demand.

I. STANDARD CONDITIONS (continued)

- E.** This Permit is valid only for the purpose specified herein. No change to the scope of work as identified in the application and/or drawings submitted therewith is permitted except upon written permission of the Agency Engineer or his/her duly authorized representative.
- F.** Compliance with the American with Disabilities Act (ADA): All work shall be conducted in compliance with all applicable Federal, State, and Local Access Laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), Design Information Bulletin 82-05, "Pedestrian Accessibility Guidelines for Highway Projects" and the Agency 's encroachment permit and encroachment permit packet shall be approved by the Agency's California Licensed Professional Engineer, Licensed Architect, or Licensed Landscape Architect, Activities and uses authorized under this Permit are subject to any instruction of the Agency Engineer or his/her designated representative , including but not limited to the Public Works Inspector. All instructions must be strictly observed.
- G.** Any damage caused to Agency structures by reason of exercise of this Permit shall be replaced or repaired by Permittee at his/her/its sole expense to the satisfaction of the Agency. Upon notice of damage to Agency structures arising from the exercise of this Permit, should Permittee fail to promptly make repairs or replaced the damaged item, the Agency may make any and all repairs or replacement or have repairs/replacement made and Permittee will be billed and shall reimburse Agency for all costs incurred.
- H.** Unless otherwise specified herein, this Permit may be revoked or canceled at any time by the Agency Engineer or his/her duly authorized representative at the sole discretion of the Agency Engineer or his/her duly authorized representative.
- I.** Upon written notice of cancellation or revocation of this Permit for any cause whatsoever, Permittee shall promptly restore Agency right-of-way and structures to their condition prior to the issuance of the Permit and then shall vacate Agency property. Should Permittee fail to promptly restore the premises or structures to a condition satisfactory to the Agency Engineer or his/her duly authorized representative, the Agency may make any and all repairs or have repairs made and Permittee will be billed and shall reimburse Agency for all costs incurred.
- J.** Unless otherwise specifically provided, all costs incurred by Permittee as a result of the conditions of the Permit or the exercise by Agency of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the Permittee.

I. STANDARD CONDITIONS (continued)

- K.** Issuance of this Permit shall not be construed as an obligation on the part of the Agency to assume responsibility for any damages incurred to the Permittee's improvements and/or for any injury or death to person(s) or damage to property arising out of the permitted work.
- L.** This permit is non-transferable.
- M.** The Agency Engineer or his/her designated representative may cancel the permit if he work authorized herein is not commenced within sixty (60) days of issuance and thereafter , in the opinion of the Agency Engineer, is not diligently prosecuted to completion. Cancellation may be effected by giving written notice thereof by sending the same to the applicant by ordinary mail to the address shown on the application.
- N.** The permittee or permittee's authorized representative shall notify the Agency Engineer when all work is completed.
- O.** In the event the Permittee fails, neglects, or refuses to make repairs, or the site of an excavation is considered hazardous, constitutes a public nuisance, public emergency, or other imminent threat to the public health, and/or safety, the person(s) identified by the director as the responsible party shall compensate the department for any reasonable costs associated with the administration, construction, consultants, equipment, inspection, notification, remediation, repair, restoration, or any other actual costs incurred by the department or other departments or agencies of the city made necessary by reason of the emergency remediation undertaken by the department per A.M.C Sections 62-94 to 62-99.

II. INSURANCE

- A.** Permittee shall maintain and provide commercial general liability insurance, with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include coverage for contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Any insurance proceeds available to Permittee in excess of the minimum limits and coverage set forth in this Permit and which is applicable to a given loss or claim shall be deemed by this Permit to be applicable to the Agency. A certificate of insurance evidencing this coverage shall be provided to the Agency prior to the start of any work under this Encroachment Permit. The Agency's Risk Manager may from time to time increase the limits of the required insurance coverage.

II. INSURANCE (continued)

- B.** The Agency is to be named as an additional insured with an endorsement in favor of the Agency.
- C.** Coverage provided by Permittee shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain, or be endorsed to contain a provision that such coverage shall also apply on a primary and non - contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.
- D.** A severability of interests provision must apply for all additional insureds ensuring that Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross- liability exclusions.
- E.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved in writing.
- F.** If Permittee maintains higher limits than the minimums shown above, Agency requires and shall be entitled to coverage for the higher limits maintained by Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Agency.
- G.** Permittee must also maintain worker's compensation insurance as required the State of Californina.

III. INDEMNITY AGREEMENT

- A.** Permittee shall indemnify, defend, and hold harmless Agency, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Permittee's authorized activities under the terms of this permit unless solely caused by the gross negligence or willful misconduct of Agency , its officers, employees, or agents.
- B.** It is expressly understood and agreed between the parties to this Permit that this is an agreement and permit for access to and for certain events to occur or work to take place on Agency property. This Agreement and permit is not a construction contract or an agreement for design professional services as those terms are defined or used under Title 12 of the California Civil Code (§§ 2772 et. seq.).

IV. DUTY TO DEFEND

- A.** As an express and material term of Agency's issuance of this Permit, Permittee agrees to defend, at its sole expense, the indemnitees from and against any and all Claims arising out of or related to the permitted encroachment. Permittee's duty to defend shall apply immediately upon demand from the indemnitees for any injury or death to persons or damage to property occasioned by reason of or arising out of the acts or omissions of the Agency, its officers, employees and/or agents and the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit.
- B.** In the event of any controversy, claim or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.
- C.** The Agency Engineer or his/her designated representative may, either at the time of the issuance of this permit or at any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.