

ENCROACHMENT PERMIT

Permit No.: _____ Applicant Name: _____

Project Location: _____

Excavation:

Excavation in Public Right-of-Way Required? Yes No

(check as many as applicable to the proposed project)

Aboveground Utility:

Underground Utility:

Installation/Repair/Replacement:

Electrical

Water

Gas

Sidewalk

Telephone

Sewer

Electrical

Driveway

Cable TV

Storm Drain

Telephone

Street Paving

Other

Other

Cable TV

Curb & Gutter

Directional Boring **

Other

Dumpster/Storage

Other

Roadway is currently under pavement moratorium.

Soil has been cement stabilized*

Existing roadway has geotechnical fabric/grid*

* Saw cut is required to cut through the soil cement/fabric.

** Requires pre-construction discussion.

Please describe work scope: _____

***Contact Jason Wyatt (661) 822-2200 ext. 106 at least 48 hours before starting work.**

USA Ticket No. _____

Related Building Permit No. _____

Permit will not be issued until USA Ticket Number is provided.

Start Date: _____

Completion Date: _____

All sections below must be completed. If not applicable, put N/A.

Contractor: _____

Owner: _____

Contact Name: _____

Contact Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Business License No.: _____ Contractor License No.: _____ Exp. Date: _____

The following items must be on file with the City prior to issuance of a permit.

Insurance Requirements

If construction will be performed by Homeowner:

1. Proof of homeowner's Insurance (including general liability coverage, address insured, and policy number).

If construction will be performed by Contractor:

1. Certificate of Insurance "ACORD" evidencing commercial general liability, and applicable worker's compensation coverage. See attached table.
2. 30-days Notice of Cancellation Endorsement.
3. Additional Insured CG 20 10 Endorsement naming the City of Tehachapi, its elected officials, agents, employees, and volunteers.
4. Additional Insured CG 20 37 Endorsement naming the City of Tehachapi, its elected officials, agents, employees, and volunteers.
5. Primary/Non-contributory Endorsement.
6. Commercial General Liability Waiver of Subrogation Endorsement.
7. Worker's Compensation Waiver of Subrogation Endorsement.

Improvement Security

1. Cash, check, bond or letter of credit equal to 110% of the total construction cost. (If value of public improvements exceeds \$15,000)

Include the following with all applications:

- Attach complete plans and specifications (3 sets).
 - Approved plans or a sketch drawn to scale of the proposed work showing all dimensions, property lines, existing improvements and proposed improvements.
- A vicinity map is required with the streets and job location labeled.
- Traffic control plans.
 - Traffic control requirements are listed in City of Tehachapi Subdivision and Development Standards, pp 5-37.
- When other agencies are involved (County, Caltrans, Railroad, etc.) attach copies of approved permits if required.

Applicant (or owner's authorized agent) hereby acknowledges that he/she has read the contents of this application, is familiar with and will abide by the City of Tehachapi standards, specifications, drawings and ordinances. Failure to do so may result in postponement or cancellation of the work and Applicant will be responsible for any costs associated therewith.

Permit will not be issued until applicant provides current insurance certificates and proof of City business license. The undersigned does hereby agree to indemnify and uphold the City of Tehachapi free and harmless from liability.

Print Name: _____

Signature: _____

Owner

Owner's Agent

Date: _____

CITY USE ONLY

Completed Application

Complete Construction Plans (3 sets)

Traffic Control Plan (3 sets)

Approved Permits from Other Agencies

Vicinity Map

Copies of Insurance and Workers' Compensation Certificates

To Begin Work:

Andrew Norton, City Engineer

Date: _____

Work Completed & Inspected

Date: _____

Subject to all terms, conditions, and restrictions.

1. Definition: The term "encroachment" is used in this permit as defined in California Streets and Highways Code Section 1450. The term "grantor" shall mean the City of Tehachapi (the "City").
2. Acceptance of Provisions: Grantee agrees to the provisions herein. A surety bond in a form and amount satisfactory to the Grantor may be required to ensure performance in accordance with all terms, conditions and restrictions hereof. This permit is granted with the understanding that no precedent shall be established on the question of permitting any certain kind of encroachment within City rights of way.
3. Comply with Government Code Section 4216: No permit to excavate shall be valid unless the applicant has been provided an inquiry identification number by a regional notification center pursuant to Section 4216.
4. Notice Prior to Starting Work: Prior to commencing any work authorized herein, Grantee shall give 48 hours' notice to the Engineering Department. If work is discontinued for a period of twenty-four (24) hours, excluding weekends or holidays, twenty-four (24) hours' notice shall be given before restarting work.
5. Keep Permit on the Work: This permit shall be kept at the site of the work and upon request must be shown to any representative of Grantor or any Law Enforcement Officer.
6. Hours of Operation: Construction activity in the public right of way shall be performed between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday; except as may be specified in the approved permit.
7. Permits from Other Agencies: Grantee shall, whenever required by law, secure a written order or consent to the doing of the work from Caltrans, the California Public Utilities Commission, or any other public agency having jurisdiction and this permit shall not be valid or effective until such order or consent is obtained.
8. Storage of Material: No material shall be stored within eight (8) feet of the edge of pavement or traveled way, or within the shoulder line where the shoulders are wider than eight (8) feet. Such material shall not be so stored for more than three (3) consecutive calendar days.
9. Clean Up Right of Way: Upon completion of the work, all brush, timber, scraps and other material shall be entirely removed and the right of way left in a condition satisfactory to Grantor. Grantee shall dispose of all construction and demolition materials and other refuse through the City's authorized hauler.
10. Standards of Construction: All work shall conform to recognize City of Tehachapi Subdivision and Development Standards (COTSDS). The provisions of the permit shall supersede the COTSDS, if in conflict.
11. Supervision of Grantor: All work to be done shall be subject to the supervision and satisfaction of the Grantor.
12. Future Moving of Installation: Grantee agrees that upon request by Grantor, the encroachment will be immediately removed at Grantee's own sole risk, cost and expense.
13. Liability for Damages, Insurance: Grantee shall indemnify the City, and all of its officers, employees, servants and agents, and shall defend and hold them harmless from any and all claim of liability for personal injury or property damage due to any acts or failure to act in connection with the permission granted herein to Grantee including, without limitation, any construction, repair or maintenance arising from or in connection with any work permitted herein. Grantee shall maintain a comprehensive general liability insurance policy in amounts as listed in Table "A" and which shall name City, its officers, Councilmember's, employees, agents, and representatives as additional insured's and which shall be primary insurance to any insurance or joint powers coverage maintained by City and City's insurance or joint powers coverage shall be noncontributory."
14. Making Repairs: Grantee shall promptly make any and all repairs to right of way surfaces and road paving unless Grantor gives notice of its election to make such repairs itself. If Grantor gives such notice, Grantee shall immediately purchase and have delivered at the site materials specified by Grantor. All payments for labor, equipment and other charges by Grantor for or on account of such work shall be made by Grantee within ten (10) days from the date of any bill, written order or voucher sent by or approved by Grantor. Grantor may require a deposit in an amount sufficient to cover the estimated cost before starting such repairs.
15. Care of Drainage: If the work herein contemplated shall interfere with established drainage, suitable provision shall be made by Grantee so as not to present a hazard or cause damage.
16. As Built Requirements: After completion of underground or surface work of consequence. Grantee shall, when requested, furnish to the City "As Built" plans showing location and details.
17. Construction and Repair: Grantee shall properly construct, maintain and repair any encroachment authorized herein, and shall exercise reasonable care in inspecting or immediately repairing any injury to the highway which occurs as a result of the existence of the encroachment or as the result of any work done hereunder.

18. Plan Approval: This permit does not relieve the Grantee of responsibility for correction of mistakes, errors or omissions by same. If during the course of construction of these improvements, public interest requires a modification or departure from the COTSDS, plan details, or this permit, the City Engineer shall have authority to require in writing such modification or departure and specify the manner in which the same is done.
19. Crossing Roadway: Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing the surface thereof. Pavement or roadway shall not be cut or otherwise disturbed except as may be specified in the approved permit. Service pipes are not permitted inside of culvert structures used as drainage facilities.
20. Limit Excavation: No excavation shall be made closer than eight (8) feet from the edge of the pavement except as may be specified in the approved permit.
21. Tunneling: No tunneling is permitted except as may be specified in the approved permit.
22. Depth of Pipes: The depths of pipe shall meet the minimum requirements as specified in the COTSDS and the corresponding uses.
23. Backfilling: All backfilling is to be moistened as necessary and thoroughly tamped. Backfill material shall be a uniform grading as directed by the Grantor. Backfill shall also comply with any provisions in the approved permit.
24. Maintain Surface: Grantee shall maintain the surface over any and all structures placed hereunder as long as same shall exist.
25. Pipes Along Roadway: Pipes and utilities paralleling the pavement shall be located at such distance and at such depth from the pavement as specifically directed in the approved permit. Cutting of tree roots is not permitted.
26. Location Pole Lines: Pole lines shall be located as specifically directed in the approved permit.
27. Public Utilities Commission Orders: All clearance and type of construction shall be in accordance with all applicable orders of the California Public Utilities Commission unless more restrictive provisions are required by City Ordinance.
28. Permission from Property Owners: Whenever necessary. Grantee shall secure written permission from abutting property owners prior to the starting of any work hereunder.
29. Grades and Specifications: Grades and types of construction shall be as detailed by plans or stated in the approved permit for road approaches, connecting pavement and other work.

TABLE "A"**LIABILITY INSURANCE TABLE**

General Liability	
For improvements valued > \$20,000	Bodily Injury and Property Damage coverage shall be for not less than \$ 1,000,000 General Aggregate \$ 1,000,000 Products/Completed Operations Aggregate \$ 1,000,000 Personal and Advertising Injury \$ 1,000,000 Each Occurrence OR Bodily Injury and Property Damage coverage shall be in a Combined Single Limit of not less than \$ 1,000,000 Each Occurrence and Aggregate
For improvements valued < \$20,000	Bodily Injury and Property Damage coverage shall be for not less than \$ 100,000 General Aggregate \$ 100,000 Products/Completed Operations Aggregate \$ 100,000 Personal and Advertising Injury \$ 100,000 Each Occurrence OR Bodily Injury and Property Damage coverage shall be in a Combined Single Limit of not less than \$ 100,000 Each Occurrence and Aggregate