



**CITY OF CLEARLAKE  
ENCROACHMENT PERMIT  
Engineering Department  
14050 Olympic Drive, Clearlake, CA 95422  
Information and inspection – (707)-994-8201**

**PERMIT NO. ENC-\_\_\_\_\_**

**DATE:** \_\_\_\_\_

Assessor's Parcel No.: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Site Address: \_\_\_\_\_

Zip

Email: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

- ☐ Driveway (adjacent to paved street) \$170/no bond
- ☐ Driveway (adjacent to unpaved street) \$125/no bond
- ☐ Trenching- paved streets \$250/+ \$1.00/L.F. or \$1.00/S.F.
- ☐ Trenching-unpaved streets \$200/+\$.50/L.F. or \$.50/S.F.
- ☐ Paving Inspection Fee - \$50
- ☐ Annual Blanket Encroachment Permit - \$150
- ☐ Other Plan Check & Inspection \_\_\_\_\_  
(4.5% of Engineer's Estimate/ \$200.00 minimum)
- ☐ Heavy Load - \$75/no bond (each side)
- ☐ Re-Inspection- \$55.00
- ☐ Penalty Fee-100% Permit Fees

**ALL APPLICATIONS FOR OVERSIZE TRANSPORTATION PERMITS MUST BE APPROVED BY THE FOLLOWING DEPARTMENTS PRIOR TO ISSUANCE AND SHALL BE PROCESSED IN-HOUSE:**

**Planning Dept.:\_\_\_\_\_ Police Dept.:\_\_\_\_\_ Fire Dept.:\_\_\_\_\_ Public Works Dept.:\_\_\_\_\_**

**APPLICANT TO COMPLETE:**

CONTRACTOR'S NAME: \_\_\_\_\_ STATE LIC.#: \_\_\_\_\_ EXP: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ CONTACT: \_\_\_\_\_

Email: \_\_\_\_\_

BONDING COMPANY: \_\_\_\_\_ BOND#: \_\_\_\_\_ EXP: \_\_\_\_\_

CASHIER'S CHECK #: \_\_\_\_\_ ISSUING BANK: \_\_\_\_\_ CHECK/BOND AMOUNT: \_\_\_\_\_

**GENERAL LIABILITY INS. NAMING THE CITY OF CLEARLAKE AS ADDITIONAL INSURED AND WORKERS COMPENSATION (IF APPLICABLE) MUST BE ATTACHED. SEE ADDITIONAL REQUIREMENTS ON PAGE 4.**

**DESCRIPTION OF WORK: (To be completed by applicant) Attach detailed plans of project or route for transportation permits.)**

**FOR OFFICE USE ONLY**

ISSUE DATE: \_\_\_\_\_

PERMIT EXPIRATION DATE: \_\_\_\_\_ (ONE YEAR)

LINEAR FEET OF TRENCHING: \_\_\_\_\_

X \$1.00 l.f. \$0.50 l.f. \_\_\_\_\_

ENGINEER'S ESTIMATE: \_\_\_\_\_

RECEIPT # \_\_\_\_\_

PERMIT FEE: \$ \_\_\_\_\_

ADDITIONAL FEE: \$ \_\_\_\_\_

FEE TOTAL: \$ \_\_\_\_\_

Permittee agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, and defend and release the City of Clearlake, its agents, volunteers and employees from and against any and all liability actions, claims, damages, costs, or expenses which may be asserted by any person or entity, including Permittee, arising out of or in connection with the willful act or negligence of Permittee performing the work associated with the Encroachment Permit, whether or not there is concurrent negligence on the part of the city, but excluding liability due to the sole active negligence or sole willful misconduct of the City.

IT IS HEREBY UNDERSTOOD BY PERMITTEE THAT THE DEPOSIT FOR CITY INSPECTION SERVICES COULD POSSIBLY RESULT IN AN UNDERPAYMENT OR OVERPAYMENT OF SAID SERVICES UNDER THE CITY OF CLEARLAKE'S COST RECOVERY PROGRAM. YOUR SIGNATURE BELOW ACKNOWLEDGES THAT YOU UNDERSTAND AND AGREE TO PAY ANY ADDITIONAL AMOUNT DUE, IF APPLICABLE.

THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH AND SUBJECT TO THIS PERMIT'S TERMS AND CONDITIONS INCLUDING THE CITY OF CLEARLAKE STANDARD RULES AND REGULATIONS FOR ENCROACHMENT/TRENCHING PERMITS (2001 REVISED), THE STATE VEHICLE CODE, THE STATE STREETS AND HIGHWAYS CODE AND IS SUBJECT TO INSPECTION AND APPROVAL.

I have read and understand the requirements as spelled out on page 4 and agree to be bound by the terms.

Permittee Signature \_\_\_\_\_ Date \_\_\_\_\_ Approved By: \_\_\_\_\_  
City Engineering Dept Representative \_\_\_\_\_ Date \_\_\_\_\_

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR OFFICE USE ONLY**

This permit is to be strictly construed and no other work other than specifically mentioned is authorized hereby. Whenever the City Engineer concludes that persons performing encroachment work are not complying with the provisions, conditions, rules & regulations of this permit, the City Engineer may revoke this permit and add additional requirements before reissuing an amended permit. Subject to all the terms, conditions, restrictions, rules and regulations written hereon or attached hereto, permission is hereby granted Permittee to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach: ☐ Special Provisions

☐ Permittee Plans

☐ Signing Diagram

☐ Standard Rules, Regulations & Conditions

☐ Standard Drawings

☐ OTHER \_\_\_\_\_

\_\_\_\_\_  
Inspected and Approved By

\_\_\_\_\_  
Inspection Date

☐ EXCAVATE IN PAVING

☐ EXCAVATE OFF PAVEMENT (DIRT OR SHOULDER)

☐ BORE XING

# CITY OF CLEARLAKE ENCROACHMENT PERMIT REQUIREMENTS

## TO: Persons Applying for Encroachment Permits

The City of Clearlake requires an Encroachment Permit for all work being done in the public right-of-way. The City has specific requirements with respect to the processing of Encroachment Permits. The City requires the payment of three separate fees as part of the Encroachment Permit process.

### **FEES MUST BE PAID AT TIME OF PERMIT ISSUANCE**

1. **PLAN CHECK FEE --** Fee to reimburse City staff costs to review application and any accompanying plans.
  2. **INSPECTION FEE --** Fee to reimburse City staff costs to perform field inspection of improvements being placed under Encroachment Permit.
  3. **ISSUANCE FEE --** Fee to reimburse City staff costs to process and file permit and accompanying bonds and insurance.
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**Attached you will find an Encroachment Permit form that must be completed. The applicant shall complete only the area indicated. The following information must be submitted along with the application.**

#### ***Always Required***

1. ☐ **Three sets of plans showing the proposed improvements including drainage to public system.**
2. ☐ An insurance certificate for \$1,000,000 general liability. See attached requirements.
3. ☐ Your insurance company policy endorsement naming the City of Clearlake as an insured.
4. ☐ Proof of Workman's Compensation insurance as required by the State of California.
5. ☐ All permanent property monumentation disturbed in the construction of encroachment permit improvement shall be replaced by licensed land surveyor.

#### ***May Be Required***

6. ☐ An Engineer's/Contractor's estimate for work within the public right-of-way. The estimate shall be based on general prevailing wage rates.
7. ☐ Performance bond, cashier's check, cash or a letter of credit in the amount of 100% of the work within the public right-of-way. The minimum amount of the bond shall be \$5,000. The bond shall be on the City standard Encroachment Permit Bond form attached. If another type of security is used, the property owner shall enter into a security agreement with the City. Note: A performance bond is not required for driveway-only encroachments.
8. ☐ CAL-OSHA trench permit for excavating in excess of 5 feet in depth, if required.

No fees are required at the time of permit application. The City shall review the required information, determine the conditions of permit issuance, the permit fee, and determine whether any additional information is required. The applicant shall be notified of the fees required once the permit is ready for issuance.

If the work encompassed on the permit requires inspection, the applicant shall notify the City of Clearlake 48 hours prior to the time of inspection. These inspections can be scheduled by calling 994-8201.

### **INSURANCE REQUIREMENTS**

The applicant will be responsible for providing certificate(s) of liability insurance and a dated and signed copy(s) of specific endorsements.

Applicant shall obtain insurance acceptable to the City of Clearlake from a company or companies acceptable to the City. The required documentation of such insurance shall be furnished to the City at the time the Applicant submits a completed application for permit. The required documentation consists of the following:

1. Certificate(s) of liability insurance showing the limits of insurance as required hereinafter. Applicant shall take out and maintain at all times during the life of the permit, personal injury and property damage insurance on all activities of Applicant arising out of or in connection with this permit, written on a Comprehensive General Liability form including, but not limited to, Applicant's activity, contractual coverage, contractor's protective (if applicable) and auto in an amount no less than \$1,000,000 Combined Single Limit Personal Injury and Property Damage for each occurrence.
2. A dated and signed copy of the specified endorsement(s) for each policy. The endorsement(s) shall be on a City form. For purposes of Indemnity and Additional Insured Endorsement requirements, work shall be deemed to be performed for the City if the work is performed for or by parties who have been issued a permit by the City. ***A CG 20 12 or CG 20 26 is required PLUS the CG 20 37. Permittee must advise any Contractor that they hire that they must also sign the application for the permit that includes Indemnity and Additional Insured requirements for the City.***

### **BONDING REQUIREMENTS**

The applicant shall be required to post a bond (unless the applicant is using a cashier's check or letter of credit in lieu of a bond), using the City's Encroachment Permit Bond form, attached. No substitutions for this form shall be accepted. The bond shall be for 100% of the work within the right-of-way as shown on the approved Engineer's/Contractor's Estimate, however, in no case shall it be less than \$5,000.

The City does not require a performance bond for a driveway-only encroachment permit.

### **PERMIT EXPIRATION**

The permit will expire one (1) year from the date issued. If permitted work is not finished prior to the expiration date, a new permit application must be processed.

### **CONFORMANCE WITH STANDARD RULES AND REGULATIONS**

All information provided herein is a summary of information provided in the current Standard Rules and Regulations for Encroachment/Trenching Permits. By signing the application, the Applicant agrees that all work shall be performed in accordance with these Standard Rules and Regulations and City of Clearlake Design Standards. A copy of the Standard Rules and Regulations is available upon request.

## ENCROACHMENT PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, \_\_\_\_\_ ("Contractor/Principal") entered into a certain contract ("Contract") to install \_\_\_\_\_ ("Project") with the CITY OF CLEARLAKE ("City") right of way at \_\_\_\_\_, and

WHEREAS, the work to be performed by the Contractor/Principal is more particularly set forth in the encroachment permit ("Permit") issued for the Project, the terms and conditions of which Permit are expressly incorporated herein by reference, which Permit requirements include but are not limited to, compliance with the applicable City of Clearlake Standard Rules and Regulations for Encroachment/Trenching Permits; and

WHEREAS, the Contractor/Principal is required by said Permit to perform the terms thereof and to furnish a bond for the faithful performance of said Permit.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor/Principal and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bonded Contractor/Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Permit and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall indemnify and save harmless the City, its officers and agents from all costs and damages which City may suffer by reason of failure of the Contractor/Principal to satisfy the Permit requirements, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

Whenever Contractor/Principal shall be, and is declared by the City to be, in violation of the Permit, the City having performed the City's obligations there under, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

- (1) Take over and satisfy the Permit requirements in accordance with its terms and conditions; or
- (2) Obtain bids or proposals for compliance with the Permit requirements in accordance with its terms and conditions and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the costs of compliance with the Permit, including other costs and damages for which Surety may be liable hereunder.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in complying with the Permit nor shall Surety accept a bid from Contractor/Principal for completion of the any work required to comply with the Permit, if the City, when declaring the Contractor/Principal in default, notifies Surety of the City's objection to Contractor's Principal's further participation in the completion of the work.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the contract documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Permit.

Nothing herein shall limit the City's rights or Surety's obligations under the Contract, law or in equity, including, but not limited to, California Code of Civil Procedure section 337.15.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Contractor/Principal

By:

\_\_\_\_\_  
President

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged, \$\_\_\_\_\_.

(The above must be filled in by corporate surety.)

STATE OF CALIFORNIA            )  
                                                  )     ss.  
COUNTY OF \_\_\_\_\_        )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (surety) and acknowledged to me that he subscribed the name of the \_\_\_\_\_ (surety) thereto and his own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

My Commission expires \_\_\_\_\_.