

SUBMITTAL CHECKLIST & GENERAL PROVISIONS FOR ENCROACHMENT PERMIT



CITY OF REEDLEY
ENGINEERING DEPARTMENT
1733 9th Street
Reedley, CA 93654
(559) 637-4200, ext. 295

Application along with other documents can be E-mailed to engineering.dept@reedley.ca.gov or dropped off at City Hall.

Inspection Line (559) 637 - 4200 ext. 491

Schedule an inspection request at least 24 hours in advance to arrange a preconstruction meeting, inspection, or notification of commencement.

SUBMITTAL CHECKLIST

Application is not complete until all required attachments are included. Incomplete submittals are not accepted. If the plans and other construction documents are incomplete or not attached to the application the review process could be delayed.

Include the following with ALL applications:

- ☐ **Completed Encroachment Permit Application** with two copies of the documents listed below
- ☐ **Approved Construction Plans** with Vicinity Map
- ☐ **Traffic Control Plan**, when affecting vehicular or pedestrian traffic, shall conform to the latest edition of the CA MUTCD
- ☐ **Commercial General Liability Insurance Certificate** in an amount not less than \$1,000,000 per occurrence with *the City of Reedley, its officers, agents, employees, representatives, and designated volunteers added as additional insureds with respect to operations and activities of, or on behalf of the named insured*. Additional insurance may be required by the Permittee on a case-by-case basis as determined by the City Engineer. Refer to General Provision No. 19.
- ☐ **Subdivision Improvement Agreement**, recorded, with Faithful Performance and Labor and Material bonds on file with the City Clerk

GENERAL PROVISIONS

1. **Authority:** This Encroachment Permit (Permit) is issued in accordance with Title 7, Chapter 5 of the City of Reedley Municipal Code.
2. **Responsible Party:** No party other than the named Permittee or listed Contractor(s) of the Permittee is authorized to work under this Permit.
3. **USA North 811:** Excavation work requires a valid USA North ticket number.
4. **Inspection and Approval by the City:** All work shall be subject to inspection and approval by the City. The Permittee, or his designated Contractor(s), shall notify the City at each point during excavation and restoration so that an inspection may be conducted prior to the next phase being started. If violations are found during the course of an inspection, the City may require that the violation be corrected prior to allowing the work to continue at the Contractor's expense. For inspection requests, the Permittee shall contact the City Inspector as follows:
 - a. Twenty-four (24) hours minimum prior to start of work for an Initial Inspection and to schedule all other necessary inspections.
 - b. Immediately upon completion of the permitted work to schedule a Final Inspection.
5. **Keep Permit on the Worksite:** The Permit or a copy thereof shall be kept at the site of work and must be shown on demand to all authorized representatives or peace officers of the City. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.**
6. **Conflicting Permits:** If a prior Permit conflicts with the proposed work, the new Permittee must arrange for any necessary removal or relocation with the prior Permittee. Any such removal or relocation will be at no expense to the City.
7. **Protection of Traffic and Pedestrians:** Traffic shall not be diverted nor interrupted without prior approval of the City of Reedley. Adequate provisions shall be made for the protection of the traveling public and pedestrians. The warning signs, lights and other safety devices, and other measures required for public safety shall conform to the requirements of the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD) or the current CalTrans Standard Plans for Traffic Control Systems. Nothing in the permit is intended, as to third parties, to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law. If the work area is in or adjacent to an arterial or collector street the traffic control plan shall be designed by a certified (IMSAA or ATSSA) technician.
8. **Clean Up Right of Way:** Upon completion of the work, all brush, lumber, scraps, material, etc., shall be entirely removed and the right of way shall be left in as presentable a condition as existed before work started. If in any event street sweeping is required, or material is left in the City's right of way, the City will have it cleared at the Permittee's expense.
9. **Standard of Construction:** All work performed within the right of way shall conform to the City of Reedley Standard Plans and Specifications, recognized standards of construction, current Caltrans Standard Specifications, and any special provisions relating thereto.

10. Maintenance: The Permittee agrees, by acceptance of the Permit, to maintain properly any encroachment placed by it in the right of way and to exercise reasonable care in inspecting for, immediately repairing, and making good any injury to any portion of the right of way resulting from the maintenance of the encroachment, or as a result of the work done under this permit.

11. Liability for Damages: The Permittee shall defend, indemnify, and hold harmless the City of Reedley, its officers, employees, servants, and agents from any claims or liability for personal injury or property damage due to any acts of failure to act in connection with the performance of the work permitted herein.

12. Cost of Work: Unless otherwise stated on the Permit, or separate written agreement, all costs incurred for work within the City right of way pursuant to this Encroachment Permit shall be bore by the Permittee; any Permittee hereby waives all claims for indemnification or contribution from the City for such work.

13. Making Repairs: Permittee shall promptly repair any and all damage to right of way surfaces and roadway facilities including any portion of the right of way which would not have occurred had the Permit work not been done or the encroachment placed therein. If the City gives such notice, Permittee shall immediately purchase and have delivered at the site materials specified by the City. All payments of labor, equipment and other charges by the City for or on account of such work shall be made by Permittee within ten (10) days from the date of any bill written order sent by or approved by the City.

14. Street Trees: Title 7, Chapter 2 of the Reedley Municipal Code regarding the preservation and protection of street trees shall be complied with. If the scope of work includes the removal of City street trees, an approved permit by the City of Reedley Public Works Department shall be attached to this application.

15. Maintaining Drainage: Ample provisions shall be made by the Permittee in order to provide for interference with established drainage. The Permittee shall be responsible for all damages to public or private property incurred due to the failure to provide adequate drainage within the construction area or blockage of existing drainage facilities upstream from the area of work in excess of the capacity of the existing upstream drainage facilities. As per the City of Reedley Specifications Section 5.17, "Maintaining Drainage."

16. Backfilling: Backfill requirements shall conform to the City of Reedley Standards. All open trenches that are to be left over night shall be backfilled and compacted with temporary repairs, or properly planked before leaving the job site at the end of the working day.

17. Permit Revocation Or Suspension: If the City Engineer determines that the work has not commenced within sixty (60) days after issuance of the Permit, or has not been diligently prosecuted, they may revoke the Permit, or if it is not being carried out in accordance with the agreement and/or terms and conditions of the Permit, they may suspend the Permit.

18. Guarantee of Workmanship: All work shall be guaranteed for a period of one year from the date of acceptance. Failure of the City to detect flaws in the work shall not relieve the Permittee and/or Contractor of this responsibility. Failure to comply with the conditions of this Permit in its entirety will result in the City's performing the necessary work at the applicant's expense.

19. Insurance Coverage Requirement: It shall be a requirement under this Permit that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement or as determined by the City Engineer; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Permittee under this agreement.

a. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to the City of Reedley, 1733 Ninth Street. Reedley, CA 93654, except that ten (10) days prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. Permittee shall require and verify that all Contractors/Subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements at least as broad as specified in this agreement to the extent they apply to the scope of the Contractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this permit. Permittee shall include the following language in their agreement with Contractors/Subcontractors:

Contractors/Subcontractors hired by Permittee agree to be bound to Permittee and City in the same manner and to the same extent as the Permittee is bound to City under this Permit and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be given to the subcontractor upon request. Permittee shall provide proof of such compliance and verification to the City upon request.

ENCROACHMENT PERMIT APPLICATION



CITY OF REEDLEY

ENGINEERING DEPARTMENT

1733 9th Street
Reedley, CA 93654
(559) 637-4200, ext. 295

PERMIT NO. _____

Inspection Line (559) 637 - 4200 ext. 491

Schedule an inspection request at least 24 hours in advance to arrange a preconstruction meeting, inspection, or notification of commencement.

1. Project Location:				
2. Est. Starting Date:		3. Est. Completion Date:		4. Est. Cost in City R/W:
5. CHECK THE APPROPRIATE CATEGORIES BELOW WHICH DESCRIBE THE PROJECT:				
☐ New Construction ☐ Maintenance or Repair ☐ Temporary Traffic Control				
<u>Streets</u>		<u>Public Utilities</u>		<u>Dry Utilities</u>
☐ Curb and Gutter ☐ Driveway Approach ☐ Sidewalk ☐ Street Surfacing ☐ Street Tree		☐ Sewer Service ☐ Storm Drain Collection ☐ Street Light ☐ Water Service		☐ Modifications ☐ Extension ☐ Hookup
<u>Other</u> ☐ Flag, Sign, or Banner _____ _____ _____				
6. FULLY DESCRIBE WORK WITHIN CITY RIGHT OF WAY:				
_____ _____ _____ _____				
7. PROVIDE THE FOLLOWING INFORMATION FOR ALL CONTRACTORS WHO WILL WORK UNDER THIS PERMIT				
NOTE: Commercial General Liability Insurance Certificate (for each contractor) shall be on file with the City of Reedley Engineering Department prior to issuance of this permit. <u>\$1,000,000 minimum per occurrence, with the City of Reedley, its officers, agents, employees, representatives, and designated volunteers added as additional insureds with respect to operations and activities of, or on behalf of the named insured.</u> If anything has changed attach copies of the new certificate(s) to this application.				
<u>Company Name</u>	<u>Contact Name</u>	<u>Phone #</u>	<u>CSLB #</u>	<u>Business License #</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
8. Emergency Contact Name:		Phone:		
_____		_____		
THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON THE PUBLIC RIGHT-OF-WAY OR EASEMENT BY PERFORMING THE AFOREMENTIONED WORK IN ACCORDANCE WITH THE CITY OF REEDLEY STANDARD PLANS, SPECIFICATIONS, THE SUBMITTED PLANS, AND/OR ANY OTHER DOCUMENT ATTACHED TO THE APPROVED PERMIT, AND APPLICABLE ORDINANCES. THE WORK WILL BE SUBJECT TO INSPECTION AND APPROVAL. I UNDERSTAND AND AGREE THAT BEGINNING ANY WORK UNDER THIS PERMIT SHALL CONSTITUTE AN ACCEPTANCE OF THE PROVISIONS OF THIS PERMIT AND ALL ATTACHMENTS.				
Applicant Name and Title:		Company Name:		
_____		_____		
Address		City, State	Zip	
_____		_____	_____	
Phone:		E-Mail Address:		
_____		_____		
Applicant Signature:		Date:		
_____		_____		
Condition to Approval ☐ Refer to attached addendum for conditions of issuance _____ _____ _____ _____				
☐ Pre-construction meeting required ☐ Compaction test required at applicant's expense ☐ Bacteriological test required at applicant's expense				
Application Approval - Permission is hereby granted to the applicant to do the described work in compliance with Title 7, Chapter 5 of the City of Reedley Code. This permit does not become valid until signed by the City Engineer or his assigned Deputy, and the fees are paid.				
☐ City Engineer ☐ Deputy		Date: _____		