



# ENGINEERING ENCROACHMENT PERMIT APPLICATION

## PROJECT CONTACT INFORMATION

Application Date: \_\_\_\_\_

### OWNER / APPLICANT INFORMATION

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**Property Owner Address:**  
\_\_\_\_\_  
\_\_\_\_\_

### CONTRACTOR INFORMATION

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

AG Business License #: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

### ENGINEER OF RECORD

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### QSP / QSD INFORMATION

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### PROJECT SITE INFORMATION

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

APN: \_\_\_\_\_

Tract Number: \_\_\_\_\_

Location Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF WORK

Start of Construction: \_\_\_\_\_

Estimated End of Construction: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE REVIEW THE CITY'S CURRENT FEE SCHEDULE TO DETERMINE APPLICABLE FEES.**  
**FEES ARE DUE UPON SUBMISSION OF THIS APPLICATION.**



## ENGINEERING ENCROACHMENT PERMIT APPLICATION

### DESCRIPTION OF WORK

<b>Curb and Gutter:</b>	Yes	No	<b>Sewer Main:</b>	Yes	No
<b>Sidewalk:</b>	Yes	No	<b>Water Main:</b>	Yes	No
<b>Pavement:</b>	Yes	No	<b>Sewer Lateral:</b>	Yes	No
<b>Excavation:</b>	Yes	No	<b>Water Service:</b>	Yes	No
<b>Grading:</b>	Yes	No	<b>Fire Service:</b>	Yes	No
<b>Driveway:</b>	Yes	No	<b>Temporary Traffic Control:</b>	Yes	No
<b>Transportation:</b>	Yes	No	<b>Franchise Utility Work:</b>	Yes	No

### CONSTRUCTION DOCUMENTS

Construct per Engineering Standards:	Yes	No	Subdivision Agreement:	Yes	No
Construction Plans:	Yes	No	Inspection Agreement:	Yes	No
Erosion Control Plan:	Yes	No	Construction Schedule:	Yes	No
Stormwater Pollution Prevention Plan:	Yes	No	As-Builts Required:	Yes	No
WDID Number: _____					
Stormwater Control Plan:	Yes	No			
Water Pollution Control Plan:	Yes	No			
Traffic Control Plan:	Yes	No			

Construction Bonding (Performance, Warranty, Monumentation):

Surety Bond Company: \_\_\_\_\_ Policy #: \_\_\_\_\_ Amount: \_\_\_\_\_

Surety Bond Company: \_\_\_\_\_ Policy #: \_\_\_\_\_ Amount: \_\_\_\_\_

Surety Bond Company: \_\_\_\_\_ Policy #: \_\_\_\_\_ Amount: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Property Owner/Applicant hereby agrees to comply with the Standard Conditions attached to this application, any special provisions which may be attached to this application and all Agency Ordinances, Resolutions, Standards and Specifications currently in force. Execution below shall confirm that Property Owner/Applicant has received and reviewed the Standard Conditions, understands the same and agrees to be bound thereby.**

**In addition, Property Owner hereby authorizes the above described work to be completed.**

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature (if different): \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Applicants, Type or Handwrite Name: \_\_\_\_\_

### PERMISSION IS HEREBY GIVEN TO COMPLETE THE WORK DESCRIBED ABOVE:

By: \_\_\_\_\_ (Director of Community Development or Authorized Agent)

Date Granted: \_\_\_\_\_ Fee: \_\_\_\_\_ Fee Collected: Y N



## ENGINEERING ENCROACHMENT PERMIT APPLICATION

---

### PERMIT AGREEMENT

#### I. DEFINITIONS

- A. Permit: A written warrant or license granted by one having authority.
- B. Permittee: The person or party consenting to the provisions of the permit.
- C. City Engineer: The person who oversees the planning and design of a city's current and future needs.
- D. Indemnify: To make compensation to for incurred hurt, loss, or damage.

#### II. STANDARD CONDITIONS

- A. Permittee must notify Engineering Inspector at least 24 hours before starting any work under this Permit. Failure to so notify is cause for revocation of Permit. Should Permittee fail to take action within 180 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. Permittee shall notify (underground service alert) at least 24 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) 800 - 642 - 2444 at least two (2) working days prior to commencing work.
- C. 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.
- D. 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 City Engineer or his/her duly authorized representative.
- E. All work shall be performed in accordance with the provisions of this Permit and with all applicable laws, rules and regulations of the Agency to the satisfaction of the City Engineer. Activities and uses authorized under this Permit are subject to any instruction of the City Engineer or his/her designated representative, including but not limited to the Public Works Inspector. All instructions must be strictly observed.
- F. Any damage caused to Agency structures by reason of exercise of this Permit shall be 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, 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.
- G. Unless otherwise specified herein, this Permit may be revoked or canceled at any time by the City Engineer or his/her duly authorized representative.
- H. 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



## ENGINEERING ENCROACHMENT PERMIT APPLICATION

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 City 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.

- I. 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.
- J. 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 to person or property arising out of the permitted work.
- K. This permit is non-transferable.
- L. The City Engineer may cancel the permit if the work authorized herein is not commenced within sixty (60) days of issuance and thereafter, in the opinion of the City 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.
- M. The Permittee shall notify the City Engineer when all work is completed.
- N. The Permittee shall provide proof of comprehensive liability insurance, both bodily injury and property damage insurance, in a form and in an amount acceptable to the City Engineer. The City Engineer may require the Agency to be named as an additional insured and/or may require an additional insured endorsement in favor of the Agency. The City Engineer may waive the additional insured requirements if he/she determines that the proposed encroachment will not constitute any significant possibility of Agency liability. However, the act of waiving this requirement shall not be construed as a waiver of any other right the Agency may have relating to this Permit and/or the work permitted.

### III. INDEMNITY AGREEMENT

As an express and material term of Agency's issuance of this Permit, Permittee agrees to indemnify and hold harmless the Agency, its officers, employees and agents from any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment. Permittee further agrees to indemnify and hold harmless the Agency, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of 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. It is the intent of this condition that Permittee shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Permit and that the Agency, its officers, employees and agents shall not be liable for any negligence, whether active or passive in nature, nonfeasance, misfeasance, or malfeasance related to or arising from this Permit, including but not limited to approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing, or



## ENGINEERING ENCROACHMENT PERMIT APPLICATION

---

inspecting any work or construction arising from this Permit.

### 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 Agency, its officers, employees and agents from and against any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment. Permittee's duty to defend shall apply to the Agency, its officers, employees and agents for any injury to persons or 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 City Engineer 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.



## ENGINEERING ENCROACHMENT PERMIT APPLICATION

---

### PROJECT CLOSEOUT

#### CONSTRUCTION IS COMPLETE TO THE SATISFACTION OF THE CITY

Planning Approval:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	<input type="checkbox"/>
Building Approval:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	<input type="checkbox"/>
Public Works Approval:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	<input type="checkbox"/>
As-Builts Received:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	<input type="checkbox"/>

BY: \_\_\_\_\_ Director of Community Development or Authorized Agent

Date: \_\_\_\_\_