



City of Shasta Lake
4477 Main Street, Shasta Lake, CA 96019
(530) 275-7400

ENCROACHMENT PERMIT APPLICATION

Applicant Name	Phone
Company Name	Email
Mailing Address	City/State/ZIP
Contractor's License No. Class	Business License No.

Location of Work:

Start Date:

Cross Street:

Anticipated Completion Date:

Subcontractors Under Permit:

Description of Work (attach additional page(s) as needed)*:

*A plan or sketch shall be attached showing all dimensions and locations of work with relationship to property lines, road centerlines, material types, and other existing features. A traffic control plan and insurance documentation must also be attached.

Attachment Checklist:

- Site Plan or Sketch Traffic Control Plan Insurance Documentation

I certify that I am the applicant or authorized representative for the above project and declare that the above information supplied on this application is correct to the best of my knowledge. I hereby indemnify and hold harmless the City, its officers, agents and employees from any and all liability which may arise from injury or damage to the person or property of the applicant or others resulting from the work done or the encroachment placed pursuant to the permit, or the manner in which the work is performed, or the encroachment placed, or the manner, extent or lack of maintenance of the encroachment. I accept and shall abide by the Standard Terms and Conditions and Insurance Requirements attached to this permit, and shall accept and abide by any Special Permit Requirements placed on the application after review by the City.

Applicant Name

Date

FOR OFFICE USE ONLY

Permit Expires: _____	Permit Fees: _____
Permit Approval, Public Works Department	Date

ENCROACHMENT PERMIT – STANDARD TERMS AND CONDITIONS

1. This permit shall, in all respects, be subject to and governed by the provisions of Chapter 5.5, commencing with Section 1450, Division 2 of the Streets & Highways Code of the State of California, except where expressly superseded by more stringent City Codes or provisions contained herein.
2. Applicant shall, at his/her expense, relocate subject encroachment when necessary because of street or highway improvements in accordance with Section 1463 of the Streets & Highways Code of the State of California.
3. It is understood and agreed by the Applicant that performing any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.
4. Applicant shall notify the Public Works Department no less than two working days prior to commencing work.
5. The Encroachment Permit or a copy thereof, including insurance documentation, shall be kept at the site of the work and must be shown to any representative of the City or any law enforcement officer on demand. WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.
6. The Applicant shall, whenever required by law, secure the written authorization for any work that must be approved or permitted by any federal, state or local agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the City's permit.
7. The Contractor shall apply storm water Best Management Practices to prevent construction water, debris, or groundwater from entering storm drains.
8. If, during the course of work authorized under this permit, any archaeological, historical, or paleontological resources are uncovered, discovered, or otherwise detected or observed, construction activities in the affected area shall cease and a qualified archeologist shall be contacted to review the site and advise the City of the site's significance. If the City deems the findings significant, appropriate mitigation shall be required prior to any resumption of work covered under the project.
9. Applicant agrees to place all necessary signs, cones, barricades, and/or other traffic control devices as required by approved Traffic Control Plan. Unless otherwise approved, one-way traffic with a minimum 12' wide lane shall be maintained during daylight hours through the work area. Two-way traffic, with minimum 12' wide lanes, shall be maintained at all times during hours of darkness and where practicable during daylight hours.
10. For underground pipelines and utilities at all locations, the length of trench open at any one time shall not exceed that in which the line can be laid and the trench back filled in one day, and the amount of line stored at any one location within the City right-of-way shall not exceed that which can be laid in one day. Stockpiling of trench backfill material and/or excavated material from the trench shall not be stored within the City right-of-way in excess of that which cannot be used within the same working day. No material from excavation or construction materials shall be stockpiled within existing roadway paved areas. Temporary paving of a minimum thickness of 1 ½" of premix pavement shall be placed within 24 hours after the completion of the backfill operation. Note: In the event it is determined by the Public Works Director that a trench may be left open past the limits stated above, protection of the trench will be the responsibility of the permittee and shall include safety fencing, plating, or other measures approved by the Public Works Director.
11. Driveway access to private property shall be maintained at all times.
12. This permit is revocable at the sole discretion of the Public Works Director. The Public Works Director reserves the right to order any changes to the terms, conditions, and restrictions governing this permit that, in his sole opinion, may conflict with the proper construction and maintenance of public facilities, and may alter or change

the type or method of doing the work under this permit due to unforeseen conditions that arise.

13. The rights granted Applicant under this permit are limited to those possessed by the City, and the City does not warrant that it has adequate rights for the intended use.
14. For work involving excavation, no permit for improvements that involve excavation shall be valid unless the applicant has contacted Underground Service Alert (USA) North at 811 pursuant to Section 4216 and 4217 of the Government Code at least two working days in advance of any excavation work.
15. Minor encroachment work is deemed to be within the class of projects which do not have a significant effect on the environment and are exempt from the provisions of the California Environmental Quality Act (Section 15105(b) of the State CEQA Guidelines).
16. The City does not warrant that the land for which this permit is issued is free of underground pipelines, utilities or other obstructions. Applicant is responsible for installing its facilities in such a manner as to be compatible with existing facilities. The City does not warrant that the land will in the future be free from disturbances caused by other Applicants.
17. Applicant agrees to repair or replace to the satisfaction of the Public Works Director any facilities or property that the Public Works Director reasonably determines has been damaged, destroyed, defaced or otherwise injured as a result of the work performed by Applicant under this Encroachment Permit. If any facility is not restored as herein provided, or if the City elects to make repairs, Applicant agrees by acceptance of permit to bear the cost thereof.
18. Applicant is solely responsible for maintaining any area it uses in a safe, orderly and clean condition so as to prevent injury or damage to property or person.
19. Applicant shall maintain the improvement constructed or made pursuant to this permit in good and safe condition for as long as Applicant owns or controls the improvement.
20. Applicant shall notify the Public Works Department no less than three working days following final completion of the work and shall obtain final approval and acceptance of all work performed in the public right-of-way from the Public Works Department.
21. Applicant agrees that failure to complete all work described herein, on or before expiration date shown on the permit, shall give the City authority to exercise the options of (1) completing the work with City forces, or (2) engaging the lowest bidder to complete the work. This will also apply to work that is defective or does not meet the specifications or requirements of the permit. If the City exercises either of these options, the Applicant shall bear the cost thereof.

ENCROACHMENT PERMIT INSURANCE REQUIREMENTS – WORK BY HOMEOWNERS

Homeowners obtaining an encroachment permit to perform work in the City right-of-way shall provide the following documentation to the City:

1. A copy of the Homeowners Insurance Policy declarations page, showing coverage is currently in effect, and will remain in effect throughout the project period.
2. An additional insured endorsement which includes the following language, “The City of Shasta Lake, including its officers, officials, employees, and volunteers, are insureds”. NOTE: If the Agent/Broker is unable to name the City as additional insured, the agent/broker shall provide a memo or letter to the City so indicating.

ENCROACHMENT PERMIT INSURANCE REQUIREMENTS – WORK BY CONTRACTORS

Contractors obtaining an encroachment permit to perform work in the City right-of-way shall provide the following documentation to the City:

1. General Liability: \$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: “Any Auto” \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Workers’ Compensation: Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance of \$1,000,000 per accident for bodily injury or disease.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. The additional insured coverage under the Contractor’s policy shall be primary and non-contributory, and will not seek contribution from the City’s insurance.
3. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the City.