



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

ENCROACHMENT PERMIT APPLICATION

CALL U.S.A. 48 HOURS BEFORE YOU DIG
1-800-227-2600

[City Use Only]

Permit No. _____

Deposit Amount \$ _____

Contractor Name: _____ Date: _____

Business Address: _____ Phone: _____ Cell: _____

City, State Zip: _____ Fax: _____

City Business License #: _____ State Contractor's License #: _____ Class*: _____

*Note: Class A License is required for underground work in City right-of-way

Property Owner: _____

Job Location: _____ Project Number (if applicable): _____

Estimated Start Date: _____ Estimated Completion Date: _____

Will this work require a street closure or block parking during construction? Yes No

Do you need a Traffic Control Plan for this work? (Per Caltrans) Yes No

Permission is being requested to work within the public right-of way for the construction of the following improvements:

The undersigned applicant / permittee agrees that the work will be done in accordance with all City Standards and Specifications and is subject to this permit's terms and conditions, the State Vehicle Code, the State Streets & Highways Code and is subject to inspection. I have received a copy of the "Encroachment Permit General Provisions".

Signature of Applicant (Permittee) ~ Print Name: _____

_____ [Area Below For City Use Only] _____

SPECIAL CONDITIONS: _____

APPROVED: _____
John R. Falkenstien, PE City Engineer

DATE: _____

FINAL INSPECTION BY: _____

DATE: _____

CONTACT INSPECTION LINE @ 227-7222
 24 HOURS PRIOR TO, DURING ALL PHASES OF CONSTRUCTION & UPON COMPLETION OF THE PROJECT
 Reference your Permit Number when requesting an inspection

ENCROACHMENT PERMIT GENERAL PROVISIONS

1. Authority: Each Encroachment Permit is issued in accordance with the City of Paso Robles Municipal Code, Title 11.

2. Revocation: These General Provisions, and any Encroachment Permit issued hereunder, are revocable or subject to modification or abrogation at any time, without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights, or any other agreements for operating purposes in the public right-of-way.

3. Responsible Party: No party other than the named permittee or their agent is authorized to work under any permit.

4. Acceptance of Provisions: It is understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.

5. Notice Prior to Starting Work: Before starting work under the Encroachment Permit, the permittee shall notify the designated City representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) working days, an additional 24-hour notification is required before restarting work unless a pre-arranged agreement has been made with the City's representative. Unless otherwise specified, all work shall be performed on weekdays and during the normal working hours of the City Inspector (7AM - 5PM).

6. Standards of Construction: All work performed within the public right-of-way shall conform to recognized standards of construction and the current City of Paso Robles Engineering Standards, Standard Specifications, City Policies and CALTRANS Manual of Traffic Controls (for Construction and Maintenance Work Zones).

7. Inspection and Approval by the City: All work shall be subject to monitoring, inspection, and approval by the City. The inspector must receive all inspection requests at least 24 hours prior to inspection. The permittee shall request a final inspection and acceptance of the work.

8. Keep Permit on the Work Site: The Encroachment Permit or a copy thereof 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.**

9. Conflicting Permits: If a prior encroachment 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.

10. Permits From Other Agencies: The party or parties to whom a permit is issued shall, whenever required by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the State of California, OSHA, or any other public agency having jurisdiction. **Failure to comply with the law, as noted above, will invalidate this City permit.**

11. Provisions for Pedestrians: Where facilities exist, a minimum sidewalk and bike path width of four feet (4') shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.

12. Protection of Traffic: Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of CALTRANS' Manual of Traffic Controls. Traffic control for day or nighttime lane closures shall comply with 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.

13. Minimum Interference with Traffic: All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall comply with CALTRANS' Manual of Traffic Controls for Construction and Maintenance Work Zones.

14. Storage of Equipment and Materials: The permittee shall delineate/cone off any obstacle, material stored, or equipment parked adjacent to the lane, to the satisfaction of the City Engineer. Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).

15. Care of Drainage: If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provisions shall be made by the permittee to provide for it as may be directed by the City Engineer.

16. Making Repairs: In every case, the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the public right-of-way facilities that have been excavated or otherwise disturbed by permittee. The permittee shall maintain, for one year, all portions of the public right-of-way disturbed and/or placed under any permit. If the highway is not restored as herein provided for, or if the City elects to make repairs, permittee agrees to bear the cost thereof.

17. Elevation Reference Marks: The permittee is responsible for locating and identifying all City benchmarks (elevation reference marks) that might be damaged or disturbed prior to the start of any work authorized under this permit. If the permittee damages or disturbs any benchmark, the permittee shall have the benchmark replaced by a registered civil engineer or land surveyor and all supporting documentation shall be submitted to the Director of Public Works for review and approval prior to the final inspection.

18. Clean Up Right-of-Way: Upon completion of the work, all brush, timber, 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.

19. Cost of Work: Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the public right-of-way pursuant to this Encroachment Permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the City for such work.

20. Submit Plan: For installation of all underground facilities, and all surface work or other activity of consequence, the permittee shall furnish three (3) sets of plans showing location and construction or other activity. For underground facilities, the permittee shall submit a complete set of "record drawings", prepared by a registered civil engineer, for review and approval prior to placing said facilities into operation.

21. Bonding: This permit shall not be effective for any purpose unless, and until the permittee files with the City a surety bond when required by the City's Municipal Code. A bond is not ordinarily required of any public corporation or publicly or privately-owned utility but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under an Encroachment Permit or fails to maintain its plant, work, or facilities. The said bond shall remain in force for a period of one (1) year after acceptance of the work by the City.

22. Maintenance of the Public Right-of-Way: The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This will require inspection and repair of any damage to any facilities within the public right-of-way resulting from the encroachment. **Said maintenance and repair responsibility shall run for the life of the encroachment.**

23. Responsibility for Damage: The City of Paso Robles and all officers and employees thereof, including but not limited to the Director of Public Works and the Capital Projects Engineer, shall not be answerable or accountable in any manner, for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law

and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or damage to property arising out of work or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the City of Paso Robles and all officers and employees thereof, including but not limited to the Director of Public Works and the Capital Projects Engineer, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the City, its officers or employees. It is the intent of the parties that the permittee will indemnify and hold harmless the City, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the City, the permittee, persons employed by the permittee, or persons acting in behalf of the permittee; provided, however, that permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole active negligence or

willful misconduct of the City, its agents, officers or employees.

24. No Precedent Established: This permit is issued with the understanding that any particular action is not to be considered as establishing any precedent: (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within the public right-of-way; or (2) as to any utility of the acceptability of any such permits as to any other or future situation.

25. Archaeological: The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The Capital Projects Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the Capital Projects Engineer concerning the continuation of the work.

26. Future Moving of Installations: Permittee understands and agrees that whenever permitted facilities conflict with future City improvements and projects, new construction, reconstruction or maintenance work in the public right-of-way, said facilities shall be relocated, removed, modified or adjusted at permittee's sole expense.

EFFECTIVE: JANUARY 2002