



CITY OF PLACENTIA
PUBLIC WORKS - ENGINEERING SERVICES
401 EAST CHAPMAN AVENUE
PLACENTIA, CA 92870

**ENCROACHMENT PERMIT
GENERAL PROVISIONS & RESTRICTONS**

1. **ACCEPTANCE OF PROVISIONS:** IT IS UNDERSTOOD AND AGREED BY THE PERMITTEE(S) AND/OR CONTRACTOR(S) THAT THE DOING OF ANY WORK UNDER THIS PERMIT SHALL CONSTITUTE AN ACCEPTANCE OF ALL THE GENERAL AND SPECIFIC CONDITIONS HEREOF.
2. WORK TO BE PERFORMED TO ORANGE COUNTY PUBLIC WORKS STANDARD PLANS, GREENBOOK AND SPECIFICATION AS DESIGNATED BY THE CITY ENGINEER. THE CITY OF PLACENTIA AND ANY OFFICER OR OTHER EMPLOYEE THEREOF SHALL BE SAVED HARMLESS BY THE APPLICANT FROM ANY LIABILITY OR RESPONSIBILITY FOR ANY ACCIDENT, LOSS OR DAMAGE TO PERSONS OR PROPERTY HAPPENING OR OCCURRING AS THE PROXIMATE RESULT OF ANY WORK UNDERTAKEN UNDER THE TERMS OF THIS PERMIT AND THAT ALL OF SAID LIABILITIES ARE HEREBY ASSUMED BY THE APPLICANT.
3. THE CITY SHALL RESERVE THE RIGHT TO ADD OR DELETE ANY CONDITION OR REQUIREMENT OF THIS PERMIT SUBSEQUENT TO ITS ISSUANCE, WHICH IT MAY DEEM NECESSARY TO MEET CONSTRUCTION STANDARDS, PREVENT INTERFERENCE WITH TRAFFIC, MITIGATE IMPACTS TO SURROUNDING PROPERTIES OR ASSURE SAFETY OF PERSONS USING THE RIGHT-OF-WAY.
4. **NOTIFICATION:** THE CITY SHALL BE NOTIFIED A MINIMUM OF 48-HOURS PRIOR TO START OF WORK FOR INSPECTIONS AND TO SCHEDULE A PRE-CONSTRUCTION MEETING.
5. **START DATE:** NO ACCESS OR WORK (INCLUDING DEMOLITION) SHALL BE PERFORMED WITHIN THE CITY RIGHT-OF-WAY WITHOUT CONFIRMATION FROM THE CITY PUBLIC WORKS INSPECTOR PROVIDING CONFIRMATION TO THE APPLICANT AND / OR CONTRACTOR THAT A PRE- CONSTRUCTION LAYOUT MEETING IS EITHER REQUIRED OR NOT REQUIRED.
6. **DIG ALERT NOTIFICATION REQUIRED:** THE PERMITTEE SHALL NOTIFY DIG ALERT TWO WORKING DAYS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING **811** NOTIFICATION TO BE RENEWED AT NOT MORE THAN 14 CALENDAR DAY INTERVALS. ALL MARKINGS BY CONTRACTORS SHALL BE MADE WITH CHALK BASED AEROSOL PAINT
7. **CONTRACTORS/SUBCONTRACTORS:** IF AN APPLICANT HIRES A CONTRACTOR OR SUBCONTRACTOR, THE CONTRACTOR/SUBCONTRACTOR MUST ALSO SIGN THIS APPLICATION AND ADHERE TO THE INDEMINITY AND ADDITIONAL INSURED REQUIREMENTS FOR THE CITY.
8. **INSURANCE REQUIRED:** THE APPLICANT MUST ATTACH HERETO PROOF OF INSURANCE AS REQUIRED BY THE CITY OF PLACENTIA PER EXHIBIT A OF THIS ENCROACHMENT PERMIT APPLICATION ENTITLED "ENCROACHMENT PERMIT INSURANCE REQUIREMENTS."
9. **KEEP PERMIT ON WORK SITE:** A VALIDATED COPY OF THIS PERMIT SHALL BE KEPT ON THE JOB SITE AND BE SHOWN, ON DEMAND, TO AUTHORIZED CITY REPRESENTATIVES OR LAW ENFORCEMENT OFFICERS. FAILURE TO PRODUCE A PERMIT WILL SUBJECT THE JOB TO IMMEDIATE SHUT DOWN OF THE CONSTRUCTION.
10. **DELAYS:** UPON NOTIFICATION BY THE CITY ENGINEER THAT UNDUE DELAY IN THE JOB COMPLETION HAS OCCURRED, THE CITY, AT ITS DISCRETION MAY CANCEL THIS PERMIT AND CAUSE COMPLETION OF THE JOB BY CITY FORCES OR ANOTHER CONTRACTOR. ALL EXPENSES FOR SUCH WORK DONE SHALL BE BORNE BY THE PERMITTEE. A CONSECUTIVE 72 HR. PERIOD OF CEASED WORK SHALL CONSTITUTE UNDUE DELAY.
11. **WORKING HOURS:** NORMAL WORKING HOURS ARE FROM 8:30 AM TO 4:30 PM WITH THE EXCEPTION OF TRAFFIC LANE CLOSURES ON ARTERIAL STREETS WHICH SHALL BE LIMITED BETWEEN THE HOURS OF 9:00 A.M AND 3:30 P.M. NO LANE CLOSURE BEFORE OR AFTER THOSE TIMES IS ALLOWED.
12. **ELECTRICAL WORK:** PLANNED ELECTRICAL OUTAGES IMPACTING SIGNALIZED INTERSECTIONS SHALL BE LIMITED BETWEEN THE HOURS OF 10 P.M AND 5 A.M. APPLICANT SHALL NOTIFY THE CITY OF PLANNED POWER OUTAGES 48 HOURS IN ADVANCE.
13. **SITE ACCESS:** THE APPLICANT IS RESPONSIBLE FOR PROVIDING AND MAINTAINING AN ALTERNATE ACCESSIBLE ROUTE AROUND THE WORK SITE AT ALL TIMES. ALTERNATE ACCESS ROUTES SHALL BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) AND TITLE 24 OF THE CALIFORNIA CODE.

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14. **SITE MAINTENANCE:** APPLICANT IS RESPONSIBLE FOR DAILY MAINTENANCE (24/7) OF THE PROJECT SITE AND HAUL ROUTES FOR ANY IMPORTED OR EXPORTED MATERIALS. STOCKPILED DEBRIS AND MATERIALS SHALL BE KEPT CLEAN AND ORDERLY AND OUT OF TRAFFIC LANES AND HAUL ROUTES SHALL BE MONITORED AND SWEEPED AS REQUIRED TO MINIMIZE TRACKING AND DUST.
15. **TREES:** UNLESS SPECIFICALLY APPROVED ON THE FACE OF THIS PERMIT, THE REMOVAL OR TRIMMING OF A TREE(S) REQUIRES A SEPARATE APPROVAL BY THE PUBLIC WORKS DEPARTMENT
16. BACKFILL MATERIALS SHALL BE ONE-SACK SLURRY, UNLESS AS APPROVED OTHERWISE BY THE CITY ENGINEER.
17. **RESTORE IMPROVEMENTS:** REMOVAL OF EXISTING PAVEMENT MARKINGS, SIGNS, POSTS, CONCRETE MEDIANS, LANDSCAPING, PAVEMENT, SIDEWALK, ETC., BOTH IN THE PUBLIC RIGHT OF WAY AND ON PRIVATE PROPERTY, SHALL BE APPROVED IN WRITING (BY THE CITY OF PLACENTIA), PRIOR TO REMOVAL. THE APPLICANT IS RESPONSIBLE FOR ASSURING THAT ALL ITEMS REMOVED ARE RESTORED TO THEIR ORIGINAL LOCATIONS AND CONDITION AS EXISTED PRIOR TO REMOVAL. ADDITIONALLY, ALL TEMPORARY SIGNS, PAVEMENT MARKINGS, STORM WATER BMP'S AND OTHER DEVICES, MARKS AND STRUCTURES ARE COMPLETELY REMOVED FOR THE WORK SITE.
18. **ROAD CLOSURE:** FOR WORK THAT REQUIRES LANE CLOSURE ON ARTERIALS PERMITTEE SHALL PROVIDE PUBLIC NOTIFICATIONS TO PROPERTIES IMPACTED BY THE CONSTRUCTION WORK 7 DAYS IN ADVANCE.
19. **RECORD DRAWING:** UPON COMPLETION OF UNDERGROUND OR SURFACE WORK OF CONSEQUENCE, THE PERMITTEE, AT THE REQUEST OF THE CITY ENGINEER, SHALL FURNISH RECORDS, DRAWINGS TO THE DEPARTMENT OF PUBLIC WORKS SHOWN LOCATIONS AND DETAILS OF WORK PERFORMED.
20. **MAINTENANCE:** THE PERMITTEE AGREES BY THE ACCEPTANCE OF THIS PERMIT TO EXERCISE REASONABLE CARE TO MAINTAIN PROPERLY ANY ENCROACHMENT PLACED BY IT IN THE CITY RIGHT-OF-WAY AND TO EXERCISE REASONABLE CARE IN INSPECTING FOR AND IMMEDIATELY REPAIRING AND MAKING GOOD ANY DAMAGE TO ANY PORTION OF THE RIGHT OF WAY WHICH OCCURS AS A RESULT OF THE MAINTENANCE OF THE ENCROACHMENT IN THE HIGHWAY OR AS A RESULT OF THE WORK DONE UNDER THIS PERMIT, INCLUDING ANY AND ALL DAMAGE TO THE ROADWAY WHICH WOULD NOT HAVE OCCURRED HAD SUCH WORK NOT BEEN DONE OR SUCH ENCROACHMENT NOT PLACED HEREIN.
21. **WATER QUALITY:** APPLICANT SHALL COMPLY WITH NPDES REQUIREMENTS FOR GENERAL CONSTRUCTION ACTIVITY PROVIDING APPROPRIATE BMP, WQMP, EROSION CONTROL AND DRAINAGE MEASURES AS APPLICABLE FOR THE PROJECT TO ENSURE THE PROJECT DOES NOT CONFLICT WITH NPDES AND CITY REQUIREMENTS. REQUIRED BMP FACTSHEETS ARE AVAILABLE ONLINE THRU [HTTP://WWW.OCWATERSHEDS.COM/CONSTRUCTIONACTIVITIES.ASPX](http://www.ocwatersheds.com/constructionactivities.aspx) OR [HTTP://WWW.CASQA.ORG](http://www.casqa.org). THIS CONDITION APPLIES TO ALL PROJECTS.
22. SAND BAGS MUST BE ON SITE FOR STORM DRAIN PROTECTION PRIOR TO ANY WORK, A NPDES PLAN AND/OR REPORT MAY BE REQUIRED (SEE BEST MANAGEMENT PRACTICE FACTSHEET SE-8 AVAILABLE ONLINE THRU [HTTP://WWW.OCWATERSHEDS.COM/CONSTRUCTIONACTIVITIES.ASPX](http://www.ocwatersheds.com/constructionactivities.aspx) OR [HTTP://WWW.CASQA.ORG](http://www.casqa.org)).
23. **CLEANUP:** UPON COMPLETION OF THE WORK, ALL BRUSH, TIMBER, SCRAPS, MATERIAL, ETC., SHALL BE ENTIRELY REMOVED AND THE RIGHT-OR-WAY SHALL BE LEFT IN A CONDITION EQUAL TO OR BETTER THAN EXISTED BEFORE WORK STARTED. ALL ROADSIDE DRAINAGE DITCHES SHALL BE RESTORED TO A TRUE GRADE AND INTAKE AND OUTLET ENDS OF ALL CULVERTS SHALL BE LEFT FREE FROM ALL MATERIALS AND DEBRIS.
24. ANY VIOLATIONS OF THE TERMS OF THIS PERMIT SHALL RESULT IN REVOCATION OF PERMIT AND COMPLETE SHUTDOWN OF WORK.
25. WORK UNDERTAKEN WITHOUT A PERMIT SHALL BE SUBJECT TO A PENALTY EQUAL TO DOUBLE OF THE PERMIT FEE.

EXHIBIT A

ENCROACHMENT PERMIT MINIMUM INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.'

Contractors/ Subcontractors:

Note: All Contractors and Subcontractors performing work MUST be listed on the permit and must submit:

- Evidence of insurance (General Liability, Auto Liability, and Workers Compensation with the City of Placentia listed as additional insured, primary and secondary endorsements)
- All insurance policies must be current before work beginning and throughout the duration of project.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability coverage "occurrence" form no less broad than ISO form CG 00 01.
- (b) Insurance Services Office form number CA 001 (Ed. 1/87) covering Automobile Liability Code 1 "any auto".
- (c) Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (a) General Liability: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- (b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (c) Employer's Liability: \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- (d) It is a requirement of this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth in this Agreement shall be available to the City when the City is named as an additional insured pursuant to this Agreement. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage limits specified in this Agreement, or (2) the broader

coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever affords greater coverage.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City of Placentia, its officers, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
 - i. Additional Insured Endorsement forms: CG 20 12 or CG 20 26 (preferred over the 2012) PLUS the CG 20 37.
- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Placentia, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- d. Coverage shall be continued for one (1) year after completion of the work City of Placentia must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. City of Placentia shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- e. The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).

- f. The policy must cover inter-insured suits and include a “Separation of Insureds” or “severability” clause which treats each insured separately.
- g. 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 by certified mail, return receipt requested, has been given to the City. A ten (10) day notice is required for cancellation due to non-payment of premium.

5. Worker’s Compensation and Employers’ Liability Coverage

Before commencing work in the City of Placentia, all contractors must provide the City with a copy of one of the following:

- a. Certificate of consent to self-insure issued by the Director of Industrial Relations; or
- b. Certificate of Workers’ Compensation Insurance; or
- c. Certificate of exemption from the Worker’s Compensation Laws.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

6. Acceptability of Insurers

Unless otherwise approved, insurance is to be issued by an issuer with a current A.M. Best Rating of A:VII and be authorized to transact business in the State of California.

7. Required Evidence of Coverage

Contractor shall furnish the City of Placentia with original certificates of insurance and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Placentia before work commences. The City of Placentia reserves the right to require complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, at any time.

Permit number and address or project number and address shall be clearly stated on all insurance documents.

8. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Endorsements for each subcontractor must name the Contractor and/or City of Placentia as additional insured. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- a. 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.