

APPLICATION FOR ENCROACHMENT PERMIT

Name of Business: _____
 Applicant's Name: _____
 Telephone: _____
 Project Location: _____

Permit No: _____
 Date: _____
 Issued By: _____
 Approved By: _____
 Inspected By: _____

INSPECTION LOG

Date						
Pass/Fail						

The applicant hereby applies for permission to excavate construct and/or otherwise encroach in public right-of way of the City of Calexico to perform the following work:

(Attach two copies of drawings)

The applicant agrees to do the work in accordance with the City of Calexico rules, regulations and their reference and Standard specifications. Work will be subject to inspection and approval by the City of Calexico. **Please call 24 hours in advance to schedule an inspection at (760) 768-2100.**

STATEMENT OF ACCEPTANCE OF THE CONDITIONS FOR ISSUANCE OF PERMIT:

I have read and understand each of the conditions set forth for the issuance of the Encroachment Permit on behalf of _____ and being duly authorized to do so; I accept the encroachment permit subject to these conditions.

 Name of Applicant/Owner

 Signature of Applicant/Owner

 Date

ENCROACHMENT PERMIT FEES (Check type

RESIDENTIAL / COMMERCIAL & INDUSTRIAL / UTILITY
 \$480.23 \$1,627.52 \$3,366.81

- _____ Concrete Work (Driveways, sidewalks, curb & gutter)
- _____ Excavation (Trenches, sub-grade & grading)
- _____ Asphalt Paving
- _____ Other _____

IMPORTANT NOTICE: Section 4216/4217 of the Government Code required a Dig Alert identification Number to be issued before a "Permit to Excavate" will be valid. For your Dig alert I.D. Number Call Underground Service Alert TOLL FREE 1-800-422-4133 (Call two (2) working days before you dig).

* HAVE A COPY OF THE PERMIT AT SITE *

GENERAL PROVISIONS

1. **LIMITS OF WORK**
This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby.
2. **COMPLIANCE**
The party to whom this permit is granted shall comply with all City of Calexico ordinances, rules and regulations and with all provisions made herein under.
3. **VALIDITY**
No permit shall be valid unless assented to the City duly authorized agent or his representative and in case any party assenting to said permit is not duly authorized agent, said party shall be personally liable.
4. **RESPONSIBILITY FOR ACCIDENTS**
The permittee shall be responsible for any and all liability for damage proximately caused by any of the work herein permitted or proximately caused by the permittee's failure to perform this obligation under the permit. In the event a claim is made against the City of Calexico or any department, officer, or employee thereof, for damages arising out of said work of failure, the applicant shall and by acceptance of this permit does agree to defend, indemnify and hold them and each of them harmless therefrom.
5. **EXPENSES**
All fees and expenses incurred by the City of Calexico representative or other City officer or employee occasioned directly or indirectly by the granting of this permit shall be paid by the permittee.
6. **LIABILITY FOR DAMAGES (See Attachment 1)**
7. **INSURANCE (See Attachment 2)**

TECHNICAL PROVISIONS

8. **TRAFFIC CONTROL**
The permittee shall be responsible to provide, maintain, and install traffic control signs, lights, flagmen and other devices during working and non-working hours; to protect his work, and excavations and to protect vehicular and pedestrian traffic passing through or near his work area, in accordance to the "State of California Manual of Traffic Control for Construction and Maintenance Work Zones" as published by the State of California Department of Transportation (Caltrans). El Centro office phone number is (760) 352-2071.
9. **APPROVALS**
All work to be performed and all materials to be furnished for the completion of the work call for in this permit and its approval drawings, shall be subject to the inspection and approval of an authorized representative of the City of Calexico and shall not be covered, buried or otherwise concealed until such work has been so inspected and approved.

10. INSPECTION NOTICE

The permittee shall give no less than 24 hours notice to the City of Calexico for the inspection of work. Phone number is (760) 768-2100 from 8:00 a.m. to 4:00 p.m. Monday through Friday.

11. REFERENCE STANDARDS

All work to be performed and all materials to be furnished to the completion of the work for in this permit and its approval drawings shall conform to the standards and reference specifications of the City of Calexico, applicable according to the work being done.

12. NON-COMPLIANCE

In case the permittee failing to comply with any of the aforesaid ordinance, rules, regulations, standards, and provisions implicated by this permit or failing to do the work within a reasonable time, or in case in the judgment of the City of Calexico representative, the public necessity required that any excavation or other work be immediately filled up or complete, then, said representative hereby that right to fill up or indicate to full up such excavation or take charge of such work, all the expense of the permittee.

ENCROACHMENT PERMIT
ATTACHMENT 1

LIABILITY FOR DAMAGES

The permittee is responsible for all liability for personal injury or property damages which may arise out of work herein permitted or which may arise out of failure on the permittee's part to perform his obligations under this permit in respect to maintenance of resulting from defects or obstructions or from any case whatsoever during the progress of the work or at any subsequent time work is being performed under the obligation provided and contemplated by the permit.

By acceptance of receipt of the encroachment permit, the permittee agrees to indemnify and save harmless the city of Calexico, and all officers, agents and employees thereof, including but not limited to the City of Calexico, and the Director of Public Works, 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 and/or contracted by the permittee, persons acting on behalf of 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 resulting from defects or obstruction, or from any cause whatsoever during the obligations provided and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee is to indemnify and save harmless includes the duties to defense as set forth in Section 2778 of the California Civil Code. The permittee waives any and all rights to any type of express or implied indemnity against the City of Calexico, its officers or employees.

It is the intent of the parties that the permittee will indemnify and hold harmless that the City of Calexico, its offices and employees from 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 to the city of Calexico, its offices, agents and employees or the permittee, persons employed and/or contracted by the permittee or person acting on behalf of the permittee.

RESPONSIBILITY FOR DAMAGES

The City of Calexico and all officers, agents and employees thereof, including but not limited to the City Council and the Director of Public Works, shall not be answerable or accountable in any manner: For injury or the death of any person, including but not limited to the permittee, person employed by the permittee, person acting on behalf of the permittee; or for damages to the property from any cause which have been prevented by the permittee.

ENCROACHMENT PERMIT
ATTACHEMNT 2

INSURANCE

This permit shall not be effective for any purpose unless and until the permittee files which the grantor, and insurance policy which shall have limits in the amount of no less than (\$1,000,000.00) and deductible amount of no greater that one thousand dollars (\$1,000.00)¹. **The City of Calexico, its officers, agents and employees shall be expressly listed as named insured under this insurance policy and shall provide coverage for general negligence claims and for claims of errors and omissions.** The permittee shall be responsible for keeping this insurance policy in full force and effect until final completion of the work contemplated in the request for an encroachment permit. The cost of any and all premiums for this insurance coverage **may not be canceled without thirty (30) days written notice to the Director of Public Works of City of Calexico.**

STATEMENT OF ACCEPTANCE OF THE CONDITIONS FOR ISSUANCE OF THE ENCROACHMENT PERMIT: I have read and understand each of the conditions set forth for issuance of the encroachment permit on behalf of _____ and being duly authorized to do so, I accept the encroachment permit subject to these conditions.

Signature of Owner

Date

Print Name

IMPORTANT NOTICE: Section 4216/4217 of the Government Code requires a Dig Alert identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. Number Call Underground Service Alert TOLL FREE 1-800-422-4133 (Call to (2) working days before you dig).

Amount may vary depending on type of project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 10 11 85

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTOR (form B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of person or Organization: City of Calexico
 608 Heber Avenue
 Calexico, CA 92231

(If not entry appears above, information required to complete this endorsement will be shown in the declared application to this endorsement.

WHO IS AN INSURED (Section II) is amended to include as an insured the person of organization shown Schedule, but only with respect to liability arising, but of "your work" for that insured by or for you.

CERTIFICATE OF LIABILITY INSURANCE

Producer Heffernan Professional Practice Insurance License No 056249 9 Hutton Centre Dr., Suite 500 Santa Ana, CA 92707	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURER A: United States Fidelity & Guaranty Company	
INSURER B: St. Paul Fire & Marine Insurance Company	
INSURER C: Zurich American Insurance Company	
INSURER D:	
INSURER E:	

COVERAGES
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	A1561F123	03/01/15	03/01/16	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> BROAD FORM				PERSONAL & Adv INJURY \$1,000,000
	<input checked="" type="checkbox"/> BLANKET CONTRACTUAL				GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS-COMP/OP AFF \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY		03/01/15	03/01/16	COMBINE SINGLE LIMIT (Ea. accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				\$
	<input checked="" type="checkbox"/> HIRED AUTOS				\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOD				\$
	<input checked="" type="checkbox"/> NO COMPANY OWN AUTOS				\$
	GARAGE LIABILITY				AUTO ONLY- EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA OCCR AUTO ONLY AGG \$
					\$
	EXCESS LIABILITY				EACH OCCURANCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		03/01/15	03/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS \$
					E.E. EACH ACCIDENT \$1,000,000
					E.E. DISEASE- EA EMPL \$1,000,000
					E.L DISEASE POLICY LM \$1,000,000
C	OTHER Professional Liability		03/01/15	03/01/16	Each Claim \$1,000,000 Aggregate \$1,000,000

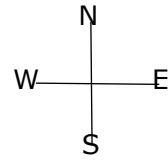
DESCRIPTION OF OPERATION:
 Professional Liability - Claims made form, Aggregate limit policy. Defense costs included within limit of liability. Certificate Holder in names as Additional Insured with respect to General Liability per attached endorsement * 10 days NOC for non-payment of premium.

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER	A	CANCELLATION LETTER
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City of Calexico 608 Heber Avenue Calexico, CA 92231 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUIN INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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Encroachment Permit for Home Driveways

- Submit a clear and legible drawing
- Show Street names and property lines
- Show fire hydrant and their locations
- Show North arrow and scale
- Show all dimensions (driveway width, sidewalk, distance to the property line and corner)
- Show existing and proposed driveway



86 P/L

