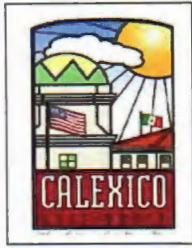


**AGENDA  
ITEM**

**12**



# AGENDA STAFF REPORT

**DATE:** January 20, 2021

**TO:** Mayor and City Council

**APPROVED BY:** Miguel Figueroa, City Manager *MF*

**PREPARED BY:** Lilliana Falomir, Public Works Manager – Administrative *LFalomir*

**SUBJECT:** Adopt Annual Encroachment Permit Form and Fee Schedule  
 =====

**Recommendation:**

It is recommended that the City Council of the City of Calexico adopt Annual Encroachment Permit Form and Fee Schedule.

**Background:**

The City of Calexico requires that any person(s) and/or companies doing improvements (new and/or routine operation and maintenance) on City right-of-way shall submit an encroachment permit application for review and consideration. All improvements on City right-of-way shall be designed and built according to City standards and specifications and submitted for review with an encroachment permit application.

**Discussion & Analysis:**

The City of Calexico currently has an adopted Encroachment Permit Form (Attachment #1) with the following fees:

#	Type	Fee
1.	Residential	\$480.23
2.	Commercial	\$1,627.52
3.	Utility	\$3,366.81

The City of Calexico has received several requests from utility companies to adopt an Annual Encroachment Permit (Attachment #2) which will permit them to apply only for routine operations and maintenance at a much lower cost.

Right now, utility companies pay the City \$3,366.81 for every Encroachment Permit application they submit whether it is new construction and/or routine operation and maintenance. There are several utility companies (AT&T, The Gas Company, etc.) that submit

<p><b>AGENDA ITEM</b></p> <p><b>12</b></p>
--

ten (10) to fifteen (15) Encroachment Permit applications per year. Please note that wireless facilities and associated equipment will be excluded from apply for an Annual Encroachment Permit. In addition, all utility company that install new utilities on City right-of-way will need to submit a regular Encroachment Application and pay \$3,366.81. For this reason, staff is recommending that the City Council of the City of Calexico review and adopt the Annual Encroachment Permit Form and Fee Schedule.

**Fiscal Impact:**

No fiscal impact at this time.

**Coordinated With:**

City Attorney.  
Public Works Department – Engineering Division.

**Attachment(s):**

1. Encroachment Permit Form.
2. Annual Encroachment Permit Form.
3. Annual Encroachment Permit Fee Schedule.

ATTACHMENT #1

**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 application shall and by acceptance of this permit does agree to defend, indemnify and hold them and each of the harmless there from.
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 if the California Civil Code. The permittee waives any and all rights to any type of express or implied indemnify 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 than one thousand dollars (\$1,000.00)<sup>1</sup>. **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

<b>Producer</b> Heffernan Professional Practice Insurance License No 056249 9 Hulton 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.
<b>INSURERS AFFORDING COVERAGE</b>	
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.

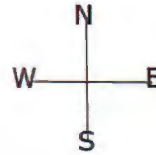
INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	A1561F123	03/01/15	03/01/16	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				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
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
A	AUTOMOBILE LIABILITY		03/01/15	03/01/16	COMBINE SINGLE LIMIT (Ea. accident) \$1,000,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	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 \$
	ANY AUTO				OTHER THAN EA OCCR \$
					AUTO ONLY AGG \$
	EXCESS LIABILITY				EACH OCCURANCE \$
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$
	DEDUCTIBLE				\$
	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.

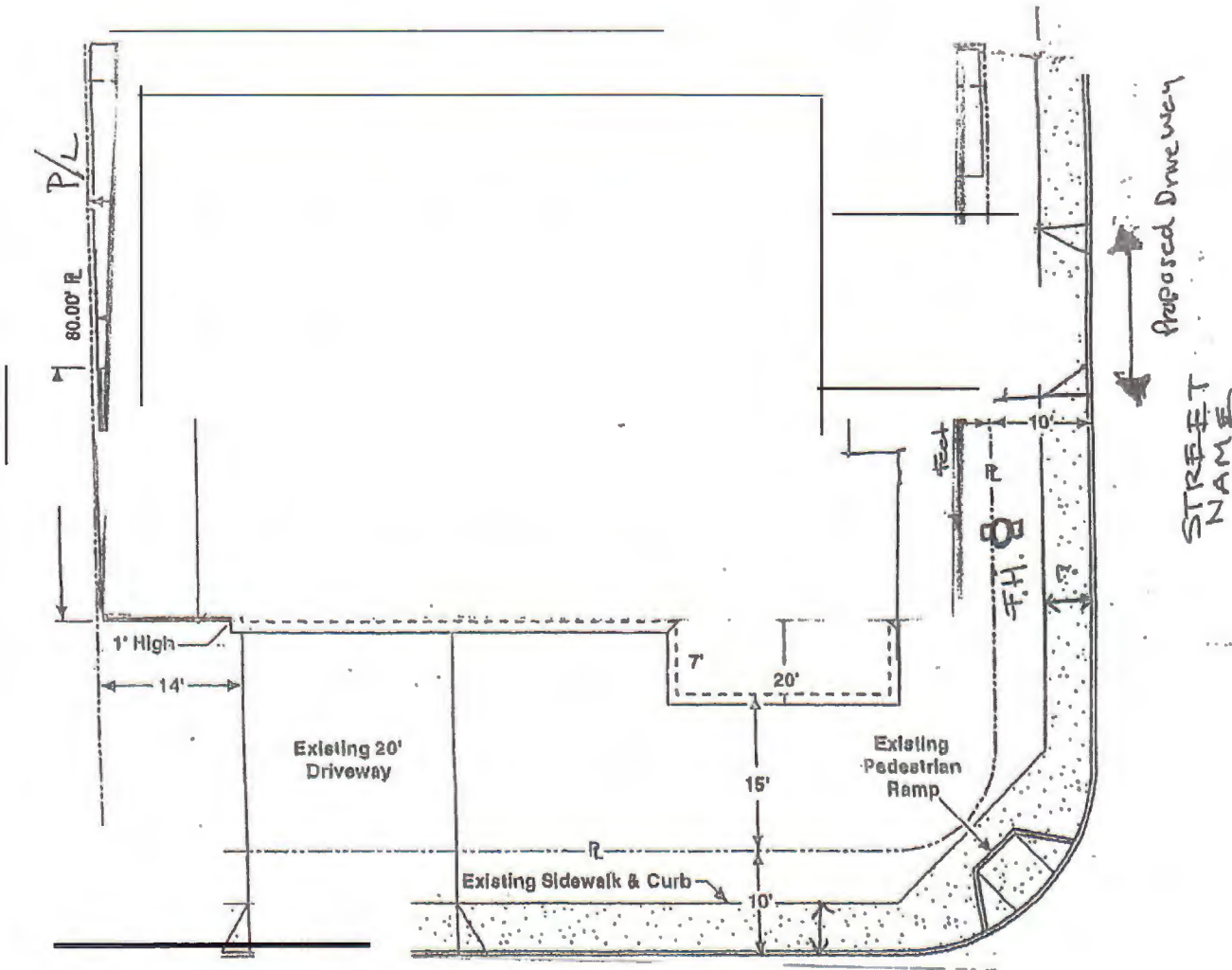
CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER	A	CANCELLATION
		LETTER		
City of Calexico 608 Heber Avenue Calexico, CA 92231		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE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

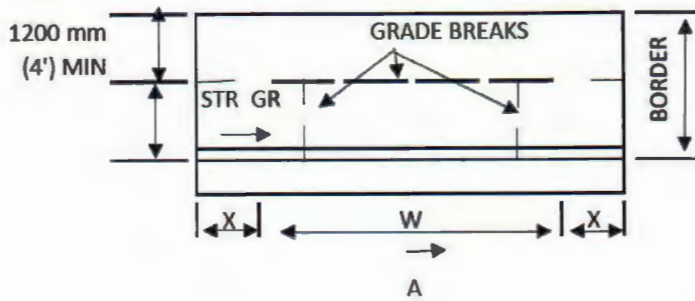
Encroachment Permit for Home Driveways

- 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

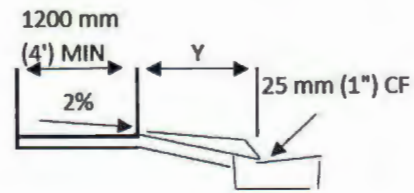


86 P/L

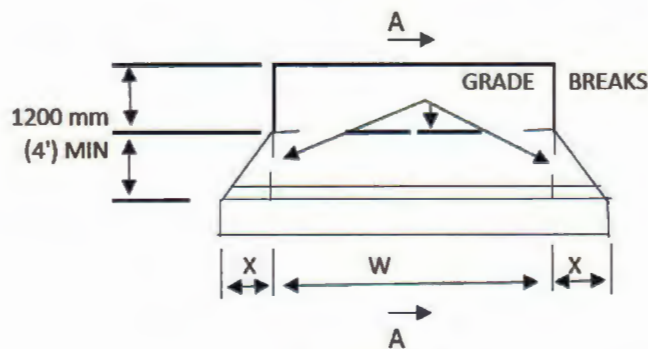




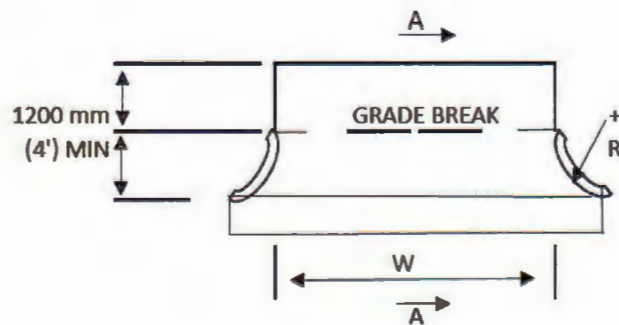
TYPE A



SECTION A - A



TYPE B



TYPE C

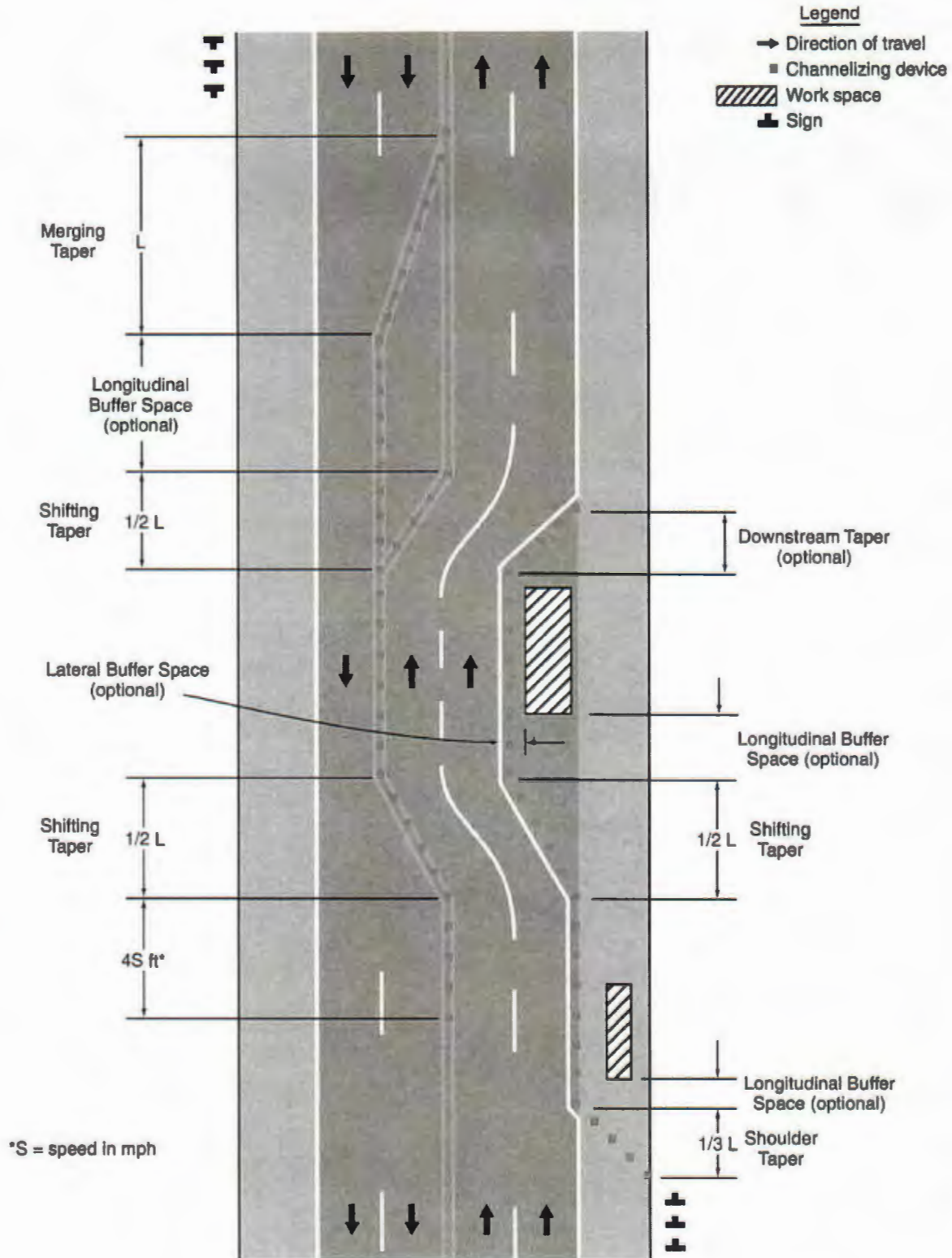
CURB FACE, mm	X, mm	Y, mm
150 (6") or less	900 (3' - 0")	1200 (4' - 0")
175 (7")	1050 (3' - 6")	1425 (4' - 9")
200 (8")	1200 (4' - 9")	1700 (5' - 8")
225 (9")	1350 (4' - 6")	1950 (6' - 6")
250 (10")	1500 (5' - 0")	2175 (7' - 3")
275 (11")	1650 (5' - 6")	2400 (8' - 2")
300 (12")	1800 (6' - 0")	2625 (8' - 9")

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 100 mm (4") THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 150 mm (6") THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDE OF A DRIVEWAY AND AT APPROXIMATELY 300 mm (10') INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.
6. DIMENSIONS SHOWN ON THIS PLAN FOR METRIC AND ENGLISH UNITS ARE NOT EXACTLY EQUAL VALUES. IF METRIC UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE METRIC VALUES. IF ENGLISH UNITS ARE USED, ALL VALUES USED FOR CONSTRUCTION SHALL BE ENGLISH VALUES.

AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996	DRIVEWAY APPROACHES	STANDARD PLAN METRIC 110 - 1
	USE WITH STANDARED SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 1

Figure 6C-2. Types of Tapers and Buffer Spaces



**Table 5-1**  
Guidelines for Length of Longitudinal Buffer Space<sup>1</sup>

English Measurements		Metric Measurements	
Speed In Miles Per Hour*	Length of Buffer Space (feet)	Speed In Kilometers Per Hour*	Length of Buffer Space (meters)
20	35	30	10
25	55	40	17
30	85	50	28
35	120	60	43
40	170	70	62
45	220	80	84
50	280	90	106
55	335	100	136
60	415	110	170
65	485		
70	585		

\* Posted speed, off-peak 85<sup>th</sup> percentile speed prior to work starting, or the anticipated operating speed.

<sup>1</sup>Based upon American Association of State Highway and Transportation Officials (AASHTO) braking distance portion of stopping sight distance for wet and level pavements. This AASHTO document also recommends adjustments for the effect of grade on stopping and variation for trucks.

**Table 5-2**

**Taper Length Criteria for Temporary Traffic Control Zones**

<u>Type of Taper</u>	<u>Taper Length</u>
<u>Upstream Tapers</u>	
Merging Taper	L Minimum
Shifting Taper	1/2 L Minimum
Shoulder Taper	1/3 L Minimum
Two-Way Taper	30 meters (100 feet) Maximum
<u>Downstream Tapers</u>	
(Use if optional)	30 meters (100 feet) Minimum

**Formula for Taper Length 'L'**

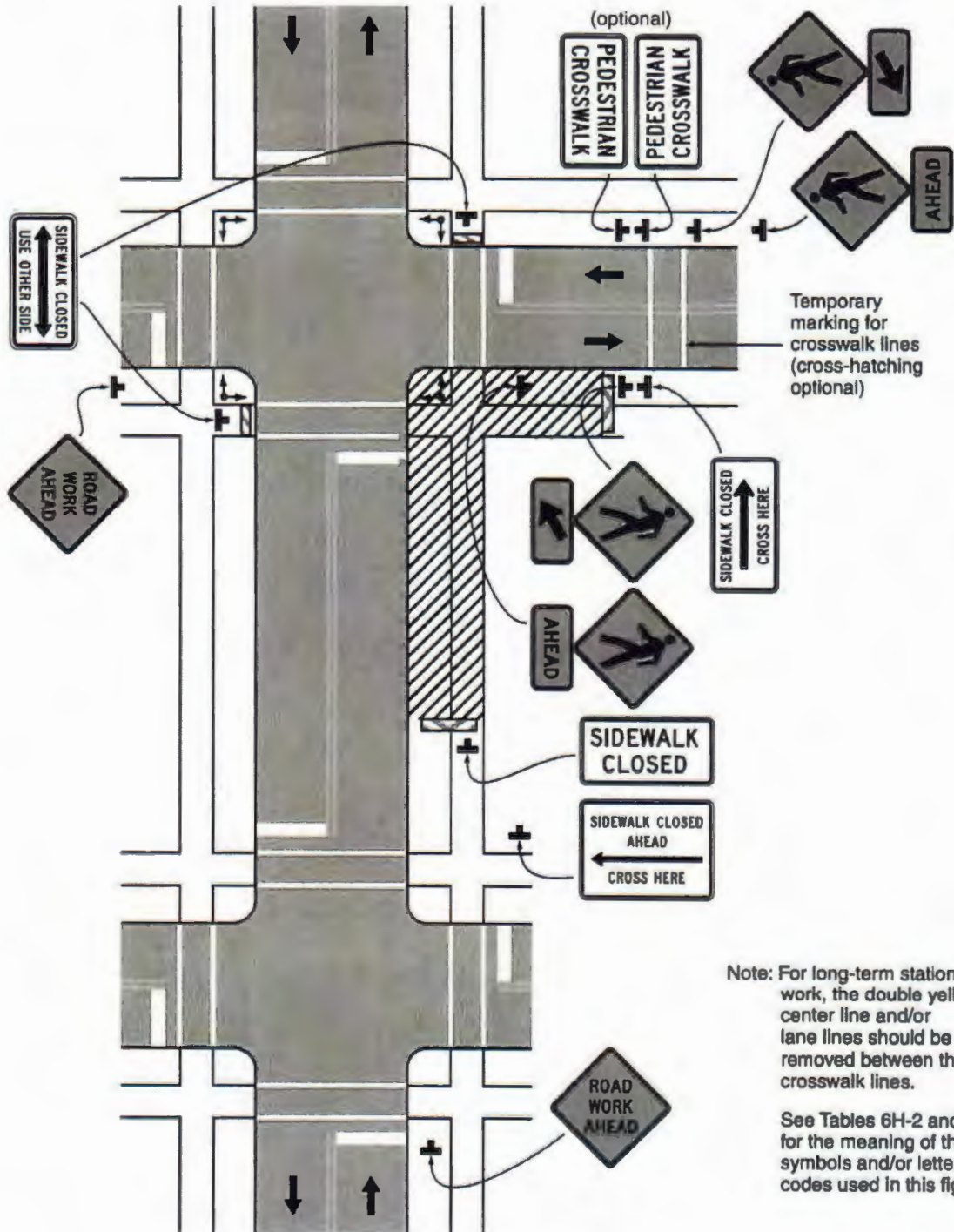
(For State Highways, see Traffic Control Systems in the Caltrans Standard Plans.)

<u>English</u>	<u>Metric*</u>
$L = \frac{WS^2}{60}$ (40 mph or less)	$L = \frac{WS^2}{150}$ (65 km/h or less)
$L = WS$ (45 mph or greater)	$L = 2 WS$ (70 km/ or greater)
L = Taper Length in feet	L = Taper Length in meters
W = Width of Offset in feet	W = Width of Offset in meters
S = Speed in mph	S = Speed in km/h

S = Posted speed, off-peak 85<sup>th</sup> percentile speed prior to work starting, or the anticipated operating speed.

\* The metric formulas result in larger values due to a rounding off of the constant in covering the English formula to a Metric Formula.

Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)



Note: For long-term stationary work, the double yellow center line and/or lane lines should be removed between the crosswalk lines.

See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 29

### Crosswalk Closures and Pedestrian Detours

1. Only the traffic control devices controlling pedestrian flows are shown. Other devices may be needed to control traffic on the streets. Use lane closure signing on ROAD NARROWS signs, as needed.
2. Street lighting should be considered.
3. For nighttime closures, Type A flashing warning lights may be used on barricades supporting signs and closing walkways. Use Type C steady-burn lights on channelizing devices separating the work space from vehicular traffic.
4. Pedestrian traffic signal displays controlling closed crosswalks should be covered or deactivated.
5. Parking should be prohibited in advance of midblock crosswalks.

#### Lane Closure on Divided Highway

1. This procedure also applies when work is being performed in the lane adjacent to the median on a divided highway. Under these conditions, LEFT LANE CLOSED signs and the corresponding Lane Reduction symbol signs shall be used.
2. When a side road intersects the highway within the temporary traffic control zone, additional traffic control devices shall be erected, as need.
3. Longitudinal dimensions may be adjusted slightly to fit field conditions.
4. All vehicles, equipment, workers, and their activities should be restricted to one side of the pavement.

ATTACHMENT #2

Permit No: \_\_\_\_\_  
Issued By: \_\_\_\_\_  
Approved By: \_\_\_\_\_  
Inspected By: \_\_\_\_\_

**CITY OF CALEXICO  
ANNUAL ENCROACHMENT PERMIT**

Calexico, California

[APPLICANT NAME]  
[APPLICANT ADDRESS]

[DATE]

In compliance with your request of [APPLICATION DATE] and subject to all the terms, conditions and restrictions contained herein permission is hereby granted to:

**Perform routine operations and maintenance on existing [APPLICANT NAME] California Facilities located within the City of Calexico rights-of-ways for the one (1) year period following the date of this Permit's issuance. Any excavation made under this Permit shall not exceed 100 feet parallel and/or perpendicular to road right-of-way.**

**Specifically excluded from this permit are the following:: wireless facilities and associated equipment.**

In addition to the General and Technical Provisions listed below, the following **SPECIAL PROVISIONS** shall apply to this annual encroachment permit ("Permit"):

1. It is made the duty of the lawful holder of this Permit ("Permittee") to comply with all the special, general, and technical provisions contained herein for the entire duration of this Permit.
2. This Permit shall expire one (1) year from the date, on which the Permit is issued. The issuance of this Permit does not establish a precedent. This Permit must be renewed annually by the filing of a new annual encroachment permit application with the City of Calexico Public Works Department ("Department").
3. This Permit authorizes the Permittee to perform only routine operations and maintenance of existing wireline facilities already owned by the Permittee ("Permittee Facilities"). Routine operations and maintenance of Permittee Facilities is defined as the inspection and repair of any damage to Permittee Facilities within the City of Calexico public right-of-way, excavations at or on Permittee Facilities, and the placement of facilities in existing conduit.
4. This Permit does not authorize the Permittee to perform any new construction work. New construction work is defined as the extension of existing Permittee Facilities, the construction of new Permittee Facilities, or the installation or attachment of wireless communications deployments.
5. This Permit does not authorize the Permittee to perform emergency work.
6. This Permit does not authorize the Permittee to perform work on designated City of Calexico holidays without prior written approval by the Director of Public Works ("Director") or his or her designee.
7. This Permit may be revoked by the Director at any time in the event that the Director finds, in his or her sole reasonable discretion, either that such revocation would be for the benefit of the people of the City of Calexico or that the Permittee has failed to comply with any provision of this Permit. If the Director determines that the Permittee has failed to comply with any provision of this Permit, the Director shall provide the Permittee written notice of any such failure to comply. The Permittee shall have seven (7) days from receipt of the written notice, in which to attempt to cure the failure to comply. Determination as to whether the Permittee has cured any such failure shall be in the sole and reasonable discretion of the Director. In the event that the Director deems revocation of the Permit to be necessary, the Director shall transmit via certified mail to the Permittee a Notice of Revocation. The Permit shall be deemed revoked three (3) days after the date of mailing of the Notice of Revocation.

**8.** In the event that this Permit is revoked prior to the date, on which the Permit would otherwise expire, the Permittee's right to perform routine operations and maintenance of Permittee Facilities shall immediately cease. In such event, if the Director determines, in his or her sole reasonable discretion, that public necessity otherwise requires that any work permitted hereunder must be immediately completed, then the Director or his or her designee may allow Permittee to complete such work. However, in the event that the Permittee fails to complete work required to be completed by the public necessity as defined in this Section within a time period determined to be reasonable by the Director, in his or her sole discretion, the Director or his or her designee may take charge of such work to completion. Notwithstanding the foregoing, the Director or his or her designee will not perform any work on Permittee's Facilities.

**9.** Prior to commencing any work authorized hereunder, the Permittee shall submit a report detailing the scope of the work to be performed, a site plan, and a temporary traffic control plan to the Director or his or her designee. The Permittee shall also be responsible for researching and determining whether there are any survey monuments within the work zone prior to the start of any and all work authorized by this Permit and shall be responsible for protecting, and preserving any such survey monuments. The Permittee shall not commence any work prior to receiving written approval of the report described herein from the Director or his or her designee. If the written approval is not received within fourteen (14) days, the work shall be deemed approved. In the event that the Director or his or her designee observes that any work has been done that falls outside the scope of the approved report, the Permittee shall be required to immediately contact the City for direction for requirements to bring the work performed into compliance and shall be required, at the sole cost and expense of the Permittee, to bring the work back into compliance in accordance with any additional requirements set forth by the Director or his or her designee.

On the first of each month, the Permittee shall submit to the Director or his or her designee a monthly report summarizing all work performed under authority of this Permit.

**10.** This Permit is non-transferrable and the rights and duties created hereunder are non-assignable. This Permit authorizes only the Permittee, the Permittee's employees, the Permittee's agents, and the Permittee's subcontractors to perform routine operations and maintenance on Permittee Facilities.

With the sole exception of the installation, inspection, and repair of Permittee Facilities already existing within any City of Calexico Prescriptive Right of Way or Deeded Right of Way, this Permit does not authorize or grant the Permittee permission to install, or otherwise perform work within any City of Calexico Prescriptive Right of Way or Deeded Right of Way. Furthermore, prior to performing any work within any City of Calexico Prescriptive Right of Way or Deeded Right of Way, Permittee is solely responsible for obtaining any other authorizations, including permission from any landowner or other permitting agency having permit authority.

**11.** Overnight parking of construction vehicles and storage of construction equipment and materials within the City of Calexico right-of-way is prohibited. Construction vehicles and construction equipment and materials may only be present within the City of Calexico Right-of-Way when Permittee or Permittee's employees, agents, or subcontractors are present and performing routine operations and maintenance on Permittee Facilities.

**12.** Permittee shall remove any and all temporary traffic control devices immediately upon conditions becoming such that the use of temporary traffic control devices by Permittee and Permittee's employees, agents, and subcontractors is no longer necessary to maintain safe conditions within the City of Calexico Right-of-Way. Permittee shall be solely responsible and liable for any and all claims, actions, or suits arising out of Permittee's removal of temporary traffic control devices prior to conditions becoming such that the use of temporary traffic control devices is no longer necessary to maintain safe conditions within the City of Calexico right-of-way.

**13.** The Permittee shall comply with any and all insurance requirements contained in Section 7 of the Technical Provisions contained herein for the entire period, during which this Permit is in effect. In the event that the Permittee's compliance with Section 7 of the Technical Provisions lapses for any period of time, this Permit shall immediately be deemed revoked without additional notice.

**14.** Permittee and each and every one of Permittee's employees, agents, and subcontractors performing routine operations and maintenance on Permittee Facilities under authority of this Permit, must maintain all licenses required by State and Federal Laws and Regulations and by the Municipal Code of the City of Calexico including, if applicable, a California Contractor's License for the entire period during which this Permit is in effect. In the event that the Permittee's compliance with this provision lapses for any period of time, this Permit shall immediately be deemed revoked without additional notice.

## GENERAL PROVISIONS

- 1. Limits of Work.** This Permit is to be strictly construed and no work other than that specifically mentioned herein is authorized hereby.
- 2. Acceptance of Conditions.** The performance of any work under or by the authority of this Permit shall constitute an acceptance of each and every one of the conditions stated herein. All work performed under authority of this Permit shall comply with any and all applicable City of Calexico ordinances, rules, and regulations.
- 3. Excavations.** Where excavations have been made, the Permittee must restore the highway to its prior condition. The refilling of an excavation or cut shall be completed as soon as is reasonably possible, but in no event later than 10 days after the date, on which the work which necessitated the excavation or cut is completed.. In the event that excavations have been made in paved, improved or traveled sections of street, road or highway, before the pavement or other improved surface is restored, the backfill material shall be replaced in a manner that will provide density equal to that of the soil as it existed prior to the excavation. Street, road or highway surfaces excavated or damaged shall be restored to their prior condition by the Permittee and shall be maintained by the Permittee, at the Permittee's sole cost and expense, for a period of two (2) years after the completion of the work performed or until, pursuant to authority granted by the City, another entity excavates the street road or highway surfaces, whichever is earlier, during which period the Permittee shall repair, at the Permittee's sole cost and expense, any injury or damage to any portion of the public street, road, highway or sidewalk which occurs as a result of work done under authorization of this Permit. It shall be the Permittee's sole duty and responsibility to place and maintain barriers and warning lights around the entire perimeter of the excavation in accordance with current construction, safety, and temporary traffic control device standards set forth by all applicable laws and regulations.
- 4. Care of Drainage.** If any work performed under the provisions of this Permit interferes with the established drainage system of any public street or highway, it shall be the Permittee's sole duty and responsibility to provide proper drainage in compliance with standards of construction acceptable to the Department.
- 5. Responsibility for Accidents.** The Permittee shall repair, replace and restore, at the Permittee's sole cost and expense, any and all improvements, roads, road shoulders, traffic road signs, pipes, utilities, and any and all other property of the City of Calexico damaged or caused to be damaged by the Permittee or the Permittee's employees, agents, or subcontractors. The Permittee shall be solely responsible for any and all liability arising from damages done or caused by any of the work authorized by this Permit and for any damages done or caused by the Permittee's failure to perform any and all obligations created by this Permit. In the event that any claim or action is brought against the City of Calexico or any department, officer, or employee thereof, for damages arising out of said work or failure to perform said obligations, including, but not limited to, injury to or death of any person, the Permittee shall defend, indemnify and hold harmless the City and each and every one of the City's employees, officers, and agents including, but not limited to, the City Council and the Director, to the fullest extent permitted by law.
- 6. Expenses.** All reasonable fees and expenses incurred by the City of Calexico, its representatives, officers, employees, or agents occasioned by the granting of this permit shall be paid by the Permittee.
- 8. Permit at Worksite.** Permittee shall keep this Permit, or a copy thereof, at the work site and show it upon request to any City representative or law enforcement officer. If the encroachment permit package is not kept and made available at the work site, the Director may require that all work be immediately suspended.
- 9. Permits From Other Agencies.** This Permit is void if the Permittee has not obtained and maintained all additional permits necessary and required by law including, but not limited to permits from the Public Utilities Commission of the State of California, California Occupational Safety and Health Administration and any other public agency having jurisdiction.
- 10. Right of Way Clean Up.** Upon completion of any and all work authorized hereunder, Permittee shall remove and dispose of all materials and of all equipment used in the scope of the work performed off the right-of-way and shall be solely responsible for returning the street, road, or highway to its prior aesthetic state.
- 11. Underground Service Alert Notification.** The provisions of Cal. Government Code section 4216 *et seq.* require that 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 two (2) working days before you dig).

## TECHNICAL PROVISIONS

**1. Traffic Control.** During the entirety of Permittee's routine operations and maintenance of Permittee Facilities, Permittee shall provide for all traffic control activities including, but not limited to, dust control measures necessary to maintain safe vehicular and pedestrian traffic and maintenance of emergency safety vehicle routes. The Permittee shall be solely responsible for providing, maintaining, and installing traffic control signs, lights, flagmen and other devices during working and non-working hours to protect the Permittee's work and excavations and to protect vehicular and pedestrian traffic passing through or near the Permittee's work area. Such traffic control signs, lights, flagmen, and other devices shall be installed and maintained in accordance with 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). The El Centro office phone number is (760) 352-2071. Permittee shall be solely responsible for maintaining safe access to each privately-owned parcel of land, where access to which would otherwise be disrupted in any way by Permittee's work authorized hereunder.

Traffic control devices existing prior to the commencement of work authorized hereunder ("Existing Traffic Control Devices") shall not be removed at any time. In the event that Permittee or Permittee's employees, agents, or subcontractors damage or cause to be damaged Existing Traffic Control Devices, the Permittee must immediately contact the Department and report any and all such damage. Permittee shall be solely responsible, at Permittee's sole cost and expense, for any and all repairs and replacements of any such damaged Existing Traffic Control Devices. Repair and replacement of Existing Traffic Control Devices which are damaged as set forth in this paragraph shall be made in strict compliance with all standards and reference specifications of the City of Calexico.

**2. Approvals.** All work to be performed, materials to be furnished, and drawings for the completion of the work authorized by this Permit shall be subject to the inspection and approval of an authorized representative of the Department and shall not be covered, buried or otherwise concealed until such work has been so inspected and approved. If the Department does not inspect the work within fourteen (14) calendar days, the work will be deemed approved. The completion of required inspections shall not relieve the Permittee of any duties or obligations created hereunder.

**3. Inspection Notice.** All work performed under authorization of this Permit shall be subject to inspection and approval by the Department. The Permittee shall call the Department 24 hours in advance to schedule an inspection. The Department phone number is (760) 768-2100 and the Department is open from 8:00 a.m. to 4:00 p.m., Monday through Friday.

**4. Standards of Performance.** All work shall be planned and executed with due diligence in a manner so as not to obstruct the street, road or highway more than is actually necessary to perform the work authorized by this Permit. Permittee shall plan and conduct all work so as to create the least possible disruption of regular vehicular and pedestrian traffic. All work shall conform to the current construction, safety, and temporary traffic control device standards of the Department or to those standards set forth by applicable State and Federal Laws and Regulations. In the event that the Department's Standards conflict with or deviate from the standards set forth by applicable State and Federal Laws and Regulations, the more stringent of the conflicting standards shall apply, unless the Director, in his or her sole discretion, determines that the less stringent standard shall apply. Permittee and each and every one of Permittee's employees, agents, and subcontractors shall perform all work authorized by this Permit in accordance with the highest standards of customer service and professionalism. In the event that the Director or his or her designee receives one or more written or verbal complaints regarding the behavior or conduct of an employee, agent, or subcontractor of Permittee, the Director may, upon written notice, require that the Permittee immediately discharge the employee, agent, or subcontractor. In the event that an employee, agent, or subcontractor is discharged at the direction of the Director, such individual shall be ineligible for rehire by Permittee to perform additional services on work authorized under this Permit. .

**5. Indemnification.** By accepting this Permit, the Permittee agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the City of Calexico, its officers, agents, and employees, including, but not limited to, the Director, from any and all claims, suits, demands, losses, costs, expenses, liabilities, damages, or actions including, but not limited to, those claims arising out of damages to property or injury to or death of any person including, but not limited to, the Permittee and his or her agents, arising at any time during and/or arising out of or in any way connected with Permittee's activities under this Permit (including its passive negligence) including, but not limited to, the Permittee's obligations to perform routine maintenance and to repair any and all defects or obstructions, unless caused by the sole negligence or willful misconduct of the City, its officers, agents, and employees. The duty of the Permittee,

contemplated herein, to indemnify and hold harmless includes the duty to reimburse the City of Calexico for any and all reasonable attorney's fees and costs incurred by the City of Calexico and arising out of any and all claims, suits or actions contemplated herein. The Permittee's duty to defend and hold harmless the City of Calexico includes any and all duties to defend as set forth in Section 2778 of the California Civil Code. The Permittee waives any and all rights to enforce any and all express or implied warranties against the City of Calexico, its officers, employees, or agents.

**6. Responsibility for Damages.** The City of Calexico and each and every one of its officers, agents, and employees including, but not limited to, the City Council and the Director, shall not be answerable or accountable in any manner for an damages arising out of Permittee's work authorized by this permit or obligations created hereunder including, but not limited to, injury to or death of any person and any and all property damages unless caused by the sole negligence or willful misconduct of the City, its officers, agents, and employees.

**7. Insurance.** This Permit shall not be effective for any purpose unless and until the Permittee files with the grantor an insurance policy, which shall have each and every type of insurance policy and corresponding policy limit listed in the Sample Certificate of Liability Insurance attached herewith and deductible amounts of no greater than one thousand dollars (\$1,000.00). Subject to the City of Calexico's sole discretion and authority, these amounts may be adjusted depending on the type of project. **The City of Calexico, its officers, agents, and employees shall be expressly listed as named insured under this insurance policy and this Permit shall not become effective until the Permittee files with the Department an Endorsement substantially similar to that attached hereto naming the City of Calexico as an Additional Insured. The policy 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 authorized by this annual 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 the City of Calexico.**

**STATEMENT OF ACCEPTANCE OF THE CONDITIONS FOR ISSUANCE OF THIS PERMIT:** I have read and understand each of the conditions set forth for issuance of this Permit and, being duly authorized, I accept this Permit subject to the conditions contained herein.

\_\_\_\_\_  
Applicant Signature                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director of Public Works              Date

**DIG ALERT  
DIAL TOLL FREE  
811  
AT LEAST TWO DAYS BEFORE YOU DIG  
UNDERGROUND SERVICE ALERT  
OF SOUTHERN CALIFORNIA**

ATTACHMENT #3

**CITY OF CALEXICO  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

**ENCROACHMENT PERMIT FEE EFFECTIVE January 20, 2021**

**A. Basic Permit Fee (non-refundable)**

<b>Type</b>	<b>Fee</b>
Residential	\$480.23
Commercial	\$1,627.52
Utility	\$3,366.81

**B. Annual Permit Fee (non-refundable)**

<b>Type</b>	<b>Fee</b>
Utility (excludes: wireless facilities and associated equipment)	\$300.00