

County of Imperial Department of Public works

Encroachment Permit Application Package

(Ordinance No. 1370, adopted August 12, 2003 and effective September 11, 2003)

Following items are attached for your use in obtaining an Encroachment Permit from this Department:

1. Checklist and Application for Encroachment Permit. (Required for all permits)
2. Encroachment Permit Fee Schedule
3. Hold Harmless/Indemnity Statement (required on case by case basis). Intended for projects, which may subject the public to potential liability or harm.
4. Certificate of Liability Insurance Sample (required on case by case basis as mentioned in item 4 above). County, its employees and agents in conducting of Encroachment Permit field inspection and review duties shall be listed as additional insured on certificate. Dollar amount of general liability shall be provided as recommended by the County Road Commissioner/Director of Public Works in coordination with the County Risk Manager.
5. Encroachment Permit informative brochure.

Following is a step-by-step summary of the Encroachment Permit Process:

1. Applicant submits a complete Encroachment Permit Checklist and Application with required Fee Deposit.
2. Public Works staff reviews information provided and proceeds as follows:
 - a. Review application and additional information for completeness, making recommendations/changes to meet this Department's requirements.
 - b. Check for any Conditions of Approvals or other requirements associated with the site, including, but not limited to; Conditional Use Permits, Parcel Maps, Zone Changes or Building Permits, etc.
 - c. Ensure Conditions of Approvals or other requirements such as Right-of-Way dedications, Grading and Drainage Plans/Studies or other Road Improvement Plans that have been approved.
 - d. Determine the amount of permit fees and request fees from applicant. The applicant will be required to submit quantities and "take offs" along with drawing to expedite the process. This information provides data for determination of the required fees.
 - e. When item "C" and "D" above have been addressed, staff writes up permit and contacts applicant to provide Hold Harmless Agreement and Insurance Certificates (if required).
 - f. After the above items have been addressed and are completed, the Department sends the applicant the Encroachment Permit with attached conditions/stipulations. As Built Plans will be required in most cases.
3. After construction, and if the permit was made out of the contractor (on a larger project), then the owner must obtain an Operate and Maintain Permit. This is a condition of the Construction Encroachment Permit. The fee is the "Basic Permit Fee", which is \$85.00 at the present time unless the fee schedule is updated.
4. Encroachment Permits are typically issued for a 6-month period. Time extensions may be granted as necessary for the current extension fee in effect.

Contact information as to status of Encroachment Permits can be directed to the Construction Engineer Coordinator of the Public Works Department at (760) 482-4462.

IMPERIAL COUNTY PUBLIC WORKS DEPARTMENT

155 South 11th Street El Centro, CA 92243
 Tel: (760) 482-4462 Fax:(760) 352-1272

**ENCROACHMENT PERMIT
 CHECKLIST AND APPLICATION**

(Ordinance No. 1370, adopted August 12, 2003 and effective September 11, 2003)

DATE _____

Complete All Numbered Spaces!

Please Type or Print!

See Additional Handouts

| | | | |
|----------|---|-----------------------------------|-------------------|
| 1 | Property Owners Name | | Phone No. |
| 2 | Mailing Address | | Zip Code |
| 3 | Project Site Address | | |
| 4 | Assessors Parcel No. | Reference No. (TM, PM, CUP, ETC.) | Legal Description |
| 5 | Describe Intended Use/Scope of Work | | |
| 6 | Describe the proposed work (Attach sheet for additional information) | | |
| 7 | Engineer / Contractor | | Phone No. |
| 8 | Mailing Address | | Zip Code |
| 9 | Name and Address to which all Billings, Correspondences, and Refunds will be sent | | Zip Code |

ENCROACHMENT PERMIT APPLICATION CHECKLIST

1. Encroachment Permit

- _____ Copy of Planning Commission Approval with Conditions (If Applicable)
- _____ 1 Copy of improvement plan quantity estimate
- _____ 1 Blue line of improvement plans if coordinated through Engineering Division
- OR
- _____ 2 Site Plans if permit is processed separately

Quantity Estimate Note: A quantity estimate of all items within public road right of way must be provided. The estimate shall be prepared by a licensed engineer. The only exception is if the encroachment is for a single residential driveway access, unless otherwise accepted by the Road Commissioner. The estimate shall be attached to the Encroachment Permit Application. Public Works staff shall review the estimate and compare as necessary to the approved plans. If there is any difference in interpretation from staff's calculation and the estimate resulting in staff's determination that the quantity is greater than shown in the estimate, the engineer will be contacted to provide more detail to staff. If staff cannot agree, the Road Commissioner or his designee shall have the final decision in quantity to be used for permit fee calculations.

Sufficient breakdown of both, dry, and wet utility line crossings at roadways and lines paralleling roads are primarily required, additional, lineal footage of curbs, gutters and sidewalks; driveway width and whether residential or commercial/industrial should be made. If the project includes roadwork, include square yardage of asphalt to be placed. Estimate should be broken down in a manner that is easy to compare with the approved plans. All appurtenances including, fire hydrants, valves, meters, manholes, catch basins etc. must also be itemized.

Scope of Work Note: A brief written scope of work of all proposed encroachments into public right-of-way must be included in the application.

ENCROACHMENT PERMIT FEE DEPOSIT INFORMATION

Encroachment permits include an \$85 basic fee that is required for initial processing. Additional fees include: Inspection Fee, Plan Check Fee which is separate from the plan check fees by the Engineering division and other fees as may be required in the Encroachment Permit Fees adopted by the County Board of Supervisors, Ordinance No. 1370. A copy is included in the permit application. One of the following must be checked:

Encroachment Permit Deposit for Processing \$85 (check if attached)
 (check if provided with Improvement
and Site Development Plan submittal)

During Processing and prior issuance of permit, applicant shall be notified of additional required fees to be paid.

PERMIT PROCESSING TIMES

Processing time varies with complexity of project and whether approvals of engineering plans are required. If the project is reviewed through the engineering division the applicant can elect to have the encroachment permit processed concurrently with the plans. If this is done the Department can have the permit ready for issuance within seven (7) working days from the date the plans are approved for construction provided all necessary instruments of Liability/Surety and Traffic Control have been submitted and approved. Otherwise permits are normally processed AFTER plan approval. This necessitates permit application by applicant and several weeks of Department processing. If the encroachment permit does not require engineering plan approval, permit can be ready for issuance within seven (7) working days from the date of permit application acceptance provided all necessary instruments of Liability/Surety and Traffic Control have been submitted and approved. Please be advised that acceptance is determined after reviewing the application and that the application may be returned unaccepted if incomplete.

I, the undersigned Applicant, hereby apply for permission to excavate, construct and/or otherwise encroach on County right of way. I also agree to do the work in accordance with your terms, conditions, restrictions, rules, and regulations and subject to your inspection and approval. I verify that all items necessary for this project and checked above are attached. I understand that if any of the above required items, are not provided the Department reserves the right to reject the submittal without performing any plan check or permit processing. Receipt of submittal package does not guarantee acceptance for plan checking. If submittal is deemed incomplete, notification to applicant and engineer within one working day by fax and telephone will be made indicating unchecked submittal is available for pick up. Alternately the submittal may be returned by regular mail.

Signature

Date

Name Printed or Typed

| For County Use Only | | |
|----------------------------|-------------------------------------|--|
| Date Received | Date Accepted for Processing | Accepted for Processing |
| | | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| By: Print | Signature | Date |

Permit No.

Approved By

INITIAL FEE \$

PERMITTEE _____
 COUNTY OF IMPERIAL
 DEPARTMENT OF PUBLIC WORKS

ENCROACHMENT PERMIT FEES EFFECTIVE September 11, 2003
 Per Ordinance No. 1370 Adopted August 12, 2003

ESTIMATED FEE

A. BASIC PERMIT FEE (NON-REFUNDABLE) \$85.00

In addition to the basic permit fee, the following will apply:

B. Inspection fee (non-refundable)

Plow trench (longitudinal, shoulders)

| | | | |
|-------------|--|-----------|----------|
| 000 - 500' | →\$0.20 linear foot, minimum \$ 100.00 | _____ ft. | \$ _____ |
| 501'-1000' | →\$0.10 ea. Additional foot over 500' | _____ ft. | \$ _____ |
| 1001'-4000' | →\$0.05 ea. Additional foot over 1000' | _____ ft. | \$ _____ |
| over 4000' | →\$0.03 ea. Additional foot over 4000' | _____ ft. | \$ _____ |

Open trench (longitudinal, shoulders)

| | | | |
|------------|---------------------------------------|-----------|----------|
| 000 - 500' | →\$0.25 linear foot, minimum \$50.00 | _____ ft. | \$ _____ |
| over-500' | →\$0.15 ea. Additional foot over 500' | _____ ft. | \$ _____ |

Underground road crossing (Longitudinal and Perpendicular)

| | | | |
|-------------|---------------------------------------|-----------|----------|
| Paved road | | | |
| trench | →\$3.00 linear foot, minimum \$200.00 | _____ ft. | \$ _____ |
| boring/jack | →\$1.00 linear foot, minimum \$100.00 | _____ ft. | \$ _____ |

| | | | |
|-------------|---------------------------------------|-----------|----------|
| Unpaved rd. | →\$2.00 linear foot, minimum \$100.00 | _____ ft. | \$ _____ |
|-------------|---------------------------------------|-----------|----------|

Driveway

| | | |
|--|---------|----------|
| →commercial, \$100.00 minimum per driveway | # _____ | \$ _____ |
| →residential \$85.00 minimum per driveway | # _____ | \$ _____ |

| | | |
|-------------------------|-------------------|----------|
| inspection fee subtotal | (total of all B.) | \$ _____ |
|-------------------------|-------------------|----------|

C. Plan check fee (non-refundable)

| | |
|---|----------|
| 50% of inspection fee or \$85.00 minimum. | \$ _____ |
|---|----------|

| | |
|--|----------|
| D. Blanket permit \$7.50 per location in reporting period # location _____ | \$ _____ |
|--|----------|

| | |
|---|----------|
| E. Any unusual permit can require a deposit for estimated inspection time at the option of the Director of Public Works. A final billing will be made upon completion of all work. A refund will be made or additional charges assessed at that time. See attached breakdown of estimate. | \$ _____ |
|---|----------|

| | |
|--|----------|
| F. Work done without a permit, except as authorized under emergency circumstances, will be charged at double the above fees. | \$ _____ |
|--|----------|

| | |
|--|----------|
| G. Reactivating an expired permit or extending the completion time period will have an additional \$50.00 fee. | \$ _____ |
|--|----------|

| | |
|--|----------|
| H. Public agency applicants for either a routine permit or a major or blanket permit may elect to have the routine permit billed to them for an additional charge of \$15.00 per permit. | \$ _____ |
|--|----------|

| | |
|--|----------|
| Grand total permit fees (total of A through H) | \$ _____ |
|--|----------|

Work order # _____ date approved _____ approved by _____

Inspection by construction _____ Field _____ Trust fund permit yes _____ no _____

LIABILITY FOR DAMAGES: _____ hereinafter referred to as “the

Permittee,” is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the Permittee’s part to perform his/her obligations under this permit in respect to maintenance or resulting from defects or obstructions, or from willful misconduct or negligence in performance of the obligations provided and contemplated by the permit. The Permittee shall be responsible for any liability imposed by law 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 damages to property arising out of work permitted and done by the Permittee under a permit.

By acceptance of receipt of this encroachment permit the Permittee agrees to indemnify and save harmless the County of Imperial and all officers, agents and employees thereof, including but not limited to the Board of Supervisors 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, person employed and/or contracted by the Permittee, persons acting on behalf of the Permittee and the public or damage to property resulting from the performance of work under the permit, or arising out of the failure on the Permittee’s part to perform his/her obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from willful misconduct or negligence in the performance of the obligations during the progress of the work, or at any subsequent time work is being performed under the obligations provided 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 defense as set forth in California Civil Code §2778. The Permittee waives any and all rights to any type of express or implied indemnity against the County of Imperial, its officers or employees.

It is the intent of the County of Imperial and the Permittee that the Permittee will indemnify and save harmless the County of Imperial, 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 party of the Permittee, persons employed and/or contracted by the Permittee or persons acting on behalf of the Permittee.

RESPONSIBILITY FOR DAMAGES: The County of Imperial and all officers, agents and employees thereof, including but not limited to the Board of Supervisors and the Director of Public Works, shall not answer to, nor be held accountable in any manner for, the following: injury to or death of any person, including but not limited to the Permittee, persons employed by the Permittee or persons acting in behalf of the Permittee; or damage to property from any cause which might have been prevented by the Permittee, those persons employed by the Permittee or persons acting on behalf of the Permittee.

INSURANCE: This permit shall not be effective for any purpose unless and until the Permittee files with the County of Imperial, as the grantor, an insurance policy which shall have limits in the amount of no less than _____ dollars (\$_____) and a deductible amount of no greater than _____ dollars (\$_____). The County of Imperial, its officers, agents and employees shall be expressly listed as named insured under this insurance policy and the policy shall provide coverage for general negligence claims and for claims of errors and omissions. The Permittee shall be responsible to keep 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 policy shall be borne by the Permittee. In the event of claims against the policy, the Permittee shall be responsible for payment of any deductible amounts. A Certificate of Insurance shall be provided to the Director of Public Works for the County of Imperial and shall verify that the insurance coverage may not be cancelled without thirty (30) days written notice to the Director of Public Works for the County of Imperial.

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 this Encroachment Permit and on behalf of _____, and being duly authorized to do so I accept the encroachment permit subject to these conditions.

Witness **Date**

(Signature) **Date**

On behalf of

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

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.

COMPANIES AFFORDING COVERAGE

COMPANY
A

COMPANY
B

COMPANY
C

COMPANY
D

INSURED

COVERAGES

THIS IS TO CERTIFY THAT THE 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.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | | | | | | | |
|---------------------------|--|---------------|----------------------------------|-----------------------------------|--|----------------------|--------|------------------|----------|---------------------------|----------|--------------------------|----------|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input type="checkbox"/> _____ | | | | GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ PERSONAL & ADV INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE (Any one fire) \$ _____ MED EXP (Any one person) \$ _____ | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ | | | | COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE \$ _____ | | | | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____ | | | | AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ _____ AGGREGATE \$ _____ | | | | | | | | |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | <table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$ _____</td> </tr> <tr> <td>EL DISEASE - POLICY LIMIT</td> <td>\$ _____</td> </tr> <tr> <td>EL DISEASE - EA EMPLOYEE</td> <td>\$ _____</td> </tr> </table> | WC STATU-TORY LIMITS | OTH-ER | EL EACH ACCIDENT | \$ _____ | EL DISEASE - POLICY LIMIT | \$ _____ | EL DISEASE - EA EMPLOYEE | \$ _____ |
| WC STATU-TORY LIMITS | OTH-ER | | | | | | | | | | | | |
| EL EACH ACCIDENT | \$ _____ | | | | | | | | | | | | |
| EL DISEASE - POLICY LIMIT | \$ _____ | | | | | | | | | | | | |
| EL DISEASE - EA EMPLOYEE | \$ _____ | | | | | | | | | | | | |
| | OTHER | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE