



CITY OF SANGER

ENCROACHMENT

APPLICATION and PERMIT

Fee \$75.00

<i>Applicant/Contractor Information:</i> <i>Business Name:</i> _____ <i>State License #</i> _____ <i>Class</i> _____ <i>Address</i> _____ <i>No.</i> <i>Street</i> <i>City</i> <i>State/Zip</i> <i>Telephone #</i> _____ <i>24 Hour Emerg. Phone #</i> _____	<i>OFFICE USE ONLY:</i> _____ <i>Supervisor's Approval</i> _____ <i>Date Approved</i> _____ <i>Permit #</i> _____ <i>Location:</i>
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APPLICANT UNDERSTANDS LICENSE REQUIREMENT:

I have read the General Conditions attached to this application and shall comply with them, any special conditions, and all provisions of the City of Sanger Municipal Code.

Signature: _____ *Date* _____

Print Signature Name: _____

Sanger City Code Section 18.16 et. seq.

PERMISSION IS REQUESTED TO ENCROACH ON THE CITY RIGHT-OF-WAY AS FOLLOWS: (Complete all items: If not applicable, please indicate by writing 'NA')			
Exact Location:		Date Work To Begin:	
Cross Street (distance and direction from site):		Portion of Right-of-Way:	
Est. Start Date:	Est. Complete Date:	Est. Cost:	
EXCAVATION:	Max. Depth: _____	Average Depth: _____	Average Width: _____
Length:	Surface Type:		
PIPES:	Type: _____	Diameter: _____	Voltage/PSIG: _____
			Product: _____

IN WRITING, FULLY DESCRIBE WORK WITHIN RIGHT-OF-WAY: Attach five (5) complete sets of folded 8½" x 11" plans, specs, calcs, maps, etc., if applicable:

☛ ***Application is not complete until all required attachments are included.***

NOTICE OF MATERIALS TO BE USED

To: _____
City of Sanger Engineer

Date: _____

You are hereby notified that materials required for use under Contract No. _____ for construction of _____ at the following location _____ will be obtained from sources herein designated.

CONTRACT ITEM NO.	KIND OF MATERIAL	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED

It is requested that you arrange for sampling, testing and inspection of materials prior to delivery in accordance with the City's Standard Specifications. It is understood that source inspection does not relieve me of the full responsibility for incorporating in the work materials that comply in all respects with the contract plans and specifications, nor does it preclude the subsequent rejection of materials found to be unsuitable.

Contractor: _____
(Print Contractor's Name)

Contractor's Signature: _____

Today's Date: _____

CITY OF SANGER
GENERAL PROVISIONS FOR
ENCROACHMENT PERMIT

1. ACCEPTANCE OF PROVISIONS. It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of the provisions.
2. NO PRECEDENT ESTABLISHED. This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency of permitting any certain kind of encroachment to be erected within right-of-way City streets.
3. KEEP PERMIT ON THE WORK. This permit shall be kept at the site of the work and must be shown to any representative of the Grantor or any Law Enforcement Officer on demand.
4. PERMITS FROM OTHER AGENCIES. The party or parties to whom this permit is issued shall, whenever the same is required by law, secure the written order or consent to any work hereunder from the Public Utilities Commission of the State of California, or any other public board having jurisdiction, and this permit shall be suspended in operation unless and until such order or consent is obtained.
5. PROTECTION OF TRAFFIC. Adequate provision shall be made for the protection of the traveling public. All warning signs and safety devices used by the permittee to perform the work shall conform to the requirements contained in the current State of California "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways" and Section 7-10 of the Current APWA "Standard, Specifications for Public Works Construction." If in the event that the work site is left unprotected and City crews must be used to erect sufficient control devices, Permittee will be required to pay all related costs.
6. MINIMUM INTERFERENCE WITH TRAFFIC. All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public, except for the specific work permitted.
7. STORAGE OF MATERIAL. No material shall be stored within ten (10) feet from the edge of pavement or traveled away or within the shoulder line where the shoulders are wider than ten feet unless special permission is granted on the permit.
8. CLEAN UP RIGHT-OF-WAY. Upon completion of the work, all brush, timber, scraps and material shall be entirely removed and the right-of-way left in as presentable condition as before work started. If in any event that material is left in the right-of-way. The City shall have said material removed and the Permittee will be required to pay all related costs.
9. STANDARDS OF CONSTRUCTION. All work shall conform to City of Sanger Standard Specifications and Drawings and Technical Provisions.
10. SUPERVISION OF GRANTOR. All the work shall be done subject to the supervision of, and to the satisfaction of, the Grantor.
11. FUTURE MOVING OF INSTALLATION. It is understood by the Permittee that whenever construction, reconstruction or maintenance work on the street may require, the installation provided for herein shall, upon request of the Grantor, be immediately moved by, and at the sole expense of, the Permittee.
12. LIABILITY FOR DAMAGES. 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 obligations under this permit in respect to maintenance. In the event any claim of such liability is made against the City of Sanger, or any Department, Officer, or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. This permit shall not be

effective for any purpose unless and until the above named Permittee files with the Grantor a Surety Bond in the form and amount required by said Grantor, unless specifically exempted on the face hereof.

13. **MAKING REPAIRS.** If the Grantor shall so elect, repairs to paving which has been disturbed shall be made by employees of the Grantor, and the expenses thereof shall be borne by the Permittee, who shall purchase and deliver on the road the materials necessary for said work as directed by the Grantor; all payments to laborers, inspectors, etc. employed by said Grantor for and on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written orders, payrolls or vouchers approved by Grantor. Or the Grantor may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.

The Grantor will give reasonable notice of its election to make such repairs. If the Grantor does not so elect, the Permittee shall make such repairs promptly. In every case, the Permittee shall be responsible for restoring any portion of the street which has been excavated or otherwise disturbed to its former condition as nearly as may be possible, except where the Grantor elects to make repairs to paving as above provided in this paragraph, and except where provision to the contrary is made in the typewritten portion of the Permit.

14. **CARE OF DRAINAGE.** If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it, as may be directed by the Grantor.
15. **SUBMIT LOCATION PLAN.** Upon completion of underground or surface work of consequence, the Permittee shall furnish plan to the Grantor's office, showing location and details of construction.
16. **MAINTENANCE.** The Permittee agrees by the acceptance of the permit to exercise reasonable care to maintain properly an encroachment placed by it in the streets and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the streets which occurs as a result of the maintenance of the encroachment in the streets, or as a result of the work done under this permit, including any and all injury to the streets which would not have occurred had such work not been done or such encroachment not placed therein.
17. **CROSSING ROADWAY.** Service and other small diameter pipes shall be bored or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted on the face hereof. Service pipes will not be permitted inside of culvert pipes used as drainage structures.
18. **LIMIT EXCAVATION.** No excavation is to be made closer than ten (10) feet from the edge of the pavement except as may be specified.
19. **TUNNELING.** No tunneling will be permitted except on major work, as may be specifically set forth on the face hereof.
20. **DEPTH OF PIPES.** There shall be a minimum of twenty-four (24) inches of cover over all pipe or conduits unless otherwise specified.
21. **BACKFILLING.** Backfill requirements shall conform to the applicable sections of the City standard specifications as revised.
22. **MAINTAIN SURFACE.** The Permittee shall maintain the surface over structures placed hereunder for a term not to exceed 12 months after completion of work.
23. That portion of the work within the City right-of-way shall be prosecuted to completion as rapidly as possible. (Including replacement of surfacing if required.) Any changes in this order of work shall be approved by the City Public Works Department.
24. Traffic shall not be diverted nor interrupted without prior approval of the City Development Services Department.
25. Care shall be used to avoid interference with existing underground facilities.

26. By acceptance of this permit, the Permittee agrees to pay laboratory costs in connection with the necessary tests as may be required by the Development Services Department representative to determine the quality of the materials used and/or the in-place compaction.
27. All open trenches within the improved area shall be backfilled or planked, compacted and temporary repairs made to the surfacing before leaving the job site at the end of the working day.
28. All overhead cables installed within the City right-of-way shall conform to "Rules for Overhead Electrical Line Construction", General Order No. 95, of the Public Utilities Commission.
29. The (poles)(anchors) shall be back of the street sidewalk unless otherwise specified, clear of traveled ways, drainage channels and/or areas maintained by power equipment.

CITY OF SANGER

*SPECIAL PROVISIONS
(ENCROACHMENT PERMIT)*

1. All forms to be inspected by the City prior to placement of concrete.
2. All work to conform to City standards.
3. Concrete to be six (6) sack mix.
4. Barricades to be furnished by the contractor.
5. All work to be accomplished by a State Licensed Contractor.
6. All dirt or debris to be removed from the public right-of-way within one week.
7. Saw cut existing sidewalk/curb/gutter/existing paving.
8. Start edge of driveway a minimum of 3 feet from the () property line.
9. No meters, valves or boxes to be located in the driveway/sidewalk/alley area.
10. A concrete or asphalt pad matching the driveway must be provided.
11. Any damage to curb/gutter/sidewalk/industrial or domestic sewer or water/irrigation pipe, must be repaired and/or replaced and inspected by the City prior to covering.
12. The cost to repair a failure of the trench within a year from the date of inspection will be charged to the Permittee.
13. Alley must not be closed for more than ____ hours.
14. Police, Fire and Community Services Department must be notified ____ hours in advance of closure.
15. The sewer/water connection to the main must be inspected prior to covering.
16. Compaction test by a certified lab is required prior to placement of the pavement.
17. _____ must remain open to traffic at all times.
18. Contractor must furnish signs for traffic control, subject to approval by the City.
19. Contractor to provide list of names to call after hours.
20. Police, Fire, Community Services Department must be notified of any alley/street closure.
21. Other: _____
