

ENCROACHMENT PERMIT APPLICATION

6360 Fountain Square Drive, Citrus Heights, California 95621 (916) 727-4770 TDD 7-1-1
www.citrusheights.net

EMAIL: EncPermits@CitrusHeights.net

APPLICANT INFORMATION

Application Date: _____		Applicant/Business Name: _____	
Address: _____		City: _____	State _____ Zip _____
Phone# _____	Cell# _____	Fax: _____	
Applicant Business Email Address: _____		Contractor Lic#: _____	
Office Contact Person: _____		Phone#: _____	Cell#: _____
Office Contact Email: _____		Business License Number: _____	
<input type="checkbox"/> Applicant is a subcontractor performing work for:			
Prime Contractor/Utility Name _____		Prime Contractor/Utility Permit#: _____	

JOB INFORMATION ☐ DAY M-F (8:00 AM – 5:00 PM) ☐ NIGHT WORK ☐ WEEKEND ☐ SAT ☐ SUNDAY

Number (#) of Working days: _____ Requested Start Date: _____ Job Completion Date: _____

Job Address/Location: _____ Nearest Cross Street: _____

Job Name: _____ Job/Reference#: _____ USA#: _____

Foreman or Field Contact Name: _____ Cell#: _____

Describe Work or Activity in Public Right-Of-Way: *(attach sheet if more room is needed)* _____

<input type="checkbox"/>	Pedestrian Ramp	<input type="checkbox"/>	Sidewalk	<input type="checkbox"/>	Survey	<input type="checkbox"/>	Utility Maintenance
<input type="checkbox"/>	Driveway Approach	<input type="checkbox"/>	Curb & Gutter	<input type="checkbox"/>	Obstruction	<input type="checkbox"/>	Utility Installation
<input type="checkbox"/>	Traffic Control	<input type="checkbox"/>	Access Road	<input type="checkbox"/>	Excavation	<input type="checkbox"/>	Water Service

RESIDENTS: For a Moving POD or Dumpster, Minor Tree Work: see our [POD & Dumpster App](#)

EXCAVATION - Estimated Crackseal Fee \$2.00 /LF

Max Depth:		Max Width		Max Length		Other:	
Type:		A/C <input type="checkbox"/>		Unimproved <input type="checkbox"/>		Concrete <input type="checkbox"/>	

PIPES:

Type:		Diameter:		Product		Voltage/PSIG	
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Other Notes: _____

Will an existing driveway be removed or blocked? If "Yes" Please Explain: _____

Will an existing sidewalk be removed or blocked? If "Yes" Please Explain: _____

Work Detail: _____

TCP TEMPLATES: _____

Traffic Control Plans Templates:
<http://www.sacdot.com/Pages/TrafficControlPlansandDetourPlans.aspx>

In consideration of granting of this application, it is agreed by the applicant that the City of Citrus Heights and any officer or employee thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with the future use of the highway it must be removed or relocated, as designated by the City Engineer, at the expense of the applicant of their successor in interest.

Application approval subject to payment of fees and conditions of work, and is revocable at any time.

Applicant Signature: _____ Date: _____

Submit this form in person or by email to: EncPermits@citrusheights.net with the following documents:

1. Traffic control plan
2. Proof of insurance
3. Business License and Contractors License
4. Other supporting documentation

SUBCONTRACTOR LIST									
Line #	Subcontractor Name	Address	City State Zip	Office Phone	Email Address	Contractor License #	Work Being Performed	Field Person Name	Field Person Cell#
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

SITE LOCATIONS/INTERSECTION			Use this section for overlay/striping/road segments			
Line #	Address/Street Name	Cross Street	From Street	To Street	PCI 50-79	PCI 80+
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

See www.citrusheights.net/456 for more information on Restoration Requirements



Solid roots. New growth.

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TEMPORARY TRAFFIC CONTROL CONDITIONS

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Appropriate advance signing (“Road Construction Ahead”, “Flagger Ahead”, etc.), cones, barricades, etc., shall be used in accordance with City Standards, current County of Sacramento Standard Construction Specifications and/or the current Manual of Uniform Traffic Control Devices (MUTCD) California edition.

1. The use of advance warning construction signs, such as Changeable Message Signs (CMS) and/or special advisory signs, may be required during this project. If signs are requested, the contractor shall install or place equipment (at no cost to the City of Citrus Heights), to meet this condition.
2. Typically, all lane closures shall only be allowed Monday through Friday, between the hours of 8:30 AM and 3:30 PM on all major six (6) lane arterial roadways (Sunrise Boulevard, Greenback Lane, Madison Avenue, etc.). All other four (4) lane or five (5) lane streets are also considered major streets and lane closures shall only be allowed between the hours of 8:30 AM to 3:30 PM Monday through Friday. Residential and minor street lane closures vary as approved on the approved plans or encroachment permit. The City of Citrus Heights has a Holiday Moratorium where no work is permitted on these roads starting the Friday before Thanksgiving Day to the first business day in January inclusive.
3. All traffic control for this project shall be as designated on the approved traffic control plan(s) submitted by the contractor/applicant. If construction requires additional traffic restrictions, the contractor/applicant shall submit a revised traffic control plan before construction work in the right of way can proceed.
4. Additional construction limits, work hours, holiday, weekend, night or daytime work requested by contractor/applicant, (and not specified in these conditions, the Standard *Constructions Specifications*, plans or special provisions); shall be approved in writing from the City of Citrus Heights, General Services Department, prior to starting actual construction activity requested by the contractor/applicant.
5. No Overnight storage of materials and equipment shall be allowed on City of Citrus Heights right-of-way (unless approved in writing by the General Services Department).
6. Any parking or access limitations shall be coordinated with residents, businesses, local Fire Department, Citrus Heights Police Department, California Highway Patrol and Regional Transit (if applicable), seventy-two (72) hours in advance of the lane closures.
7. Limited construction work hours shall be in effect during school sessions. The General Services Department shall approve all construction work hours for any lane closures in, around, or near schools (public or private). Generally, construction work hours are not permitted one half hour before and after each arrival/departure bell time(s) during the morning and afternoon School sessions. School notification process is at least five (5) working days in advance of actual roadwork near schools. (“Around” or “near” a school is determined by the City Engineer).
8. No lane closures or partial lane closures shall be permitted during inclement weather or limited visibility. If weather or unfavorable conditions create hazardous travel or working conditions, as determined by the city, the Contractor can be directed to stop that portion of the work per Sacramento County Construction Standards.
9. The temporary traffic controls shall incorporate measures to ensure full and safe access for all pedestrians and bicyclists. **All access measures shall comply with ADA and Title 24 requirements.**
10. The continuous use and placement of all K-Rail, shall only be permitted if approved in writing from the City of Citrus Heights, General Services Department.

Keep on job site with approved permit copy.



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ENCROACHMENT PERMIT GENERAL PROVISIONS & RESTRICTIONS

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1. **PERMIT:** This permit is issued in accordance with Division 2, Chapter 5.5 of the Streets and Highways Code of the State of California and Chapter 78-1 of the City Code, adopting 12.08 of Sacramento County Code by reference.
2. **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 all the general and specific conditions hereof.
3. **KEEP PERMIT ON WORK SITE:** This permit is valid only for work done in the incorporated areas of the City of Citrus Heights. Any use of private property for storage of materials, trenching and/or placement of signage (other than traffic control devices) shall be approved by the property owner of the land parcel or acting agent thereof. This permit shall be kept on the worksite and must be shown to any authorized representative of the Agency or any law enforcement officer upon demand.
4. **GENERAL DEPOSIT/FEE:** Applicant shall post a deposit or fee as specified in Chapter 78-1 of the City Code (amount varies according to encroachment type). The deposit may be released 180 days after completion of the work and the project has been signed off by the City Inspector.
5. **INSURANCE REQUIRED:** See attached "Minimum Insurance Requirements".
6. **GUARANTEE:** Should any failure of the work occur within a period of one year after acceptance by the inspector or city staff, or portions thereof which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs to the satisfaction of the City at the contractor's expense.
7. **NOTIFICATION:** Before starting work, the Permittee shall notify Citrus Heights General Service Department, phone (916) 727-4770, two working days in advance of the date work is to begin.
8. **U.S.A. NOTIFICATION REQUIRED:** The Permittee shall notify Underground Service Alert two working days in advance of performing excavation work by calling the toll-free number (800) 642-2444. - U.S.A. notification to be renewed at not more than 14 calendar day intervals. All markings by contractors shall be made with chalk based aerosol paint.
9. **ADDITIONAL NOTIFICATION REQUIREMENTS**
 - a. This permit is for work within the City of Citrus Heights Right of Way only. Applicant is responsible for coordinating and obtaining all other permits, permission, rights, etc. necessary for work both within the City of Citrus Heights Right of Way and beyond the limits covered under this permit. Private property owners must be notified, even if work is in a Public Utility Easement. Permittee is responsible for notifying property owners directly.
 - b. Permittee is responsible to coordinate with Republic Services, to accommodate weekly trash service and bulky pickup "Neighborhood Clean Up" days, as well as the following agencies (see table):

COMPANY	PURPOSE	CONTACT INFO
Republic Services	Residential garbage collection & Neighborhood Clean-Ups (NCU)	Josh Ladas – 916-742-8110 JLadas@republicservices.com
Wells Street Sweeping	Residential Street Sweep	Anthony Duminy – 916-568-0104 Anthony@WellsSweeping.com
USA Markings	Underground Service Alert	800-642-2444
(SacRT) Sacramento Regional Transit	Transit Services – requires notice of route disruptions	Blanca Salcedo , Dir. Bus Transportation Mike Fitzpatrick , Director of Scheduling

10. **UNDERGROUND UTILITIES.** Disregard or destruction of underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the City Engineer. Any utility so damaged shall be immediately reported to the owner and City General Services Department.
11. **PROSECUTION OF WORK:** Any work authorized by this permit shall be performed in a workmanlike, diligent and expeditious manner to the satisfaction of the City Engineer. Any non-storm water runoff must not be allowed into storm drains including washing from concrete or plaster work, vehicle clean-up or maintenance. Applicant is responsible for ensuring that anyone employed to complete the work complies with all the provisions of this permit.
12. **SITE MAINTENANCE:** Applicant is responsible for daily maintenance (24/7) of the project site and haul routes for any imported or exported materials. Stockpiled debris and materials shall be kept clean and orderly and out of traffic lanes and haul routes shall be monitored and swept as required to minimize tracking and dust.
13. **TEMPORARY TRAFFIC CONTROLS:** See attached "Temporary Traffic Control Conditions".
14. **WORK AND MATERIAL:** Work and materials shall be in accordance with the current edition of the County of Sacramento "Standard Construction Specifications" and Current MUTCD California Edition. All work shall be in compliance with the Americans with Disabilities Act.
15. **ROAD CLOSURE:** No highway or street may be closed without first obtaining approval in writing from the City of Citrus Heights, (916) 727-4770. If permission to close a street is granted, it shall be the Permittee's responsibility to notify the Citrus Heights Police Department and Fire Department prior to closing the street.
16. **MAINTAINING AND PROTECTING TRAFFIC CONTROL FACILITIES:** Metal objects (such as manhole frames and lid valve boxes, bore casings, etc.) shall not be installed within 72 inches of a traffic detector loop. Any traffic signal or detector operation disruption shall be repaired and the system made operational within eight hours of the damage. Should the City elect to provide repair or replacement services, the Permittee shall be required to reimburse the City for all costs involved.
17. **SITE ACCESS:** The applicant is responsible for providing and maintaining an alternate accessible route around the work site at all times. Alternate access routes shall be in compliance with the Americans with Disabilities Act (ADA) and Title 24 of the California Code.
18. **TREES:** Unless specifically approved on the face of this permit, the removal or trimming of a tree(s) requires a separate permit per County ordinance, call (916) 727-4770.
19. **TUNNELING:** No tunneling will be permitted except on major work as may be specifically set forth on the face hereof.
20. **TRENCHING:** Not more than one-half of the width of a traveled way shall be disturbed at one time and the remaining shall be kept open to traffic by bridging or backfilling.
21. **BACKFILL AND RESTORATION OF SURFACES:** Restoration requirements are per [CD-18](#) trench restoration detail. Materials and execution per Sac County Construction detail.
22. **CLEANUP:** Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in a condition equal to or better than existed before work started. All roadside drainage ditches shall be restored to a true grade and intake and outlet ends of all culverts shall be left free from all materials and debris.
23. **RESTORE IMPROVEMENTS:** Removal of existing pavement markings, signs, posts, concrete medians, landscaping, pavement, sidewalk, etc., both in the public right of way and on private property, shall be approved in writing (by the City of Citrus Heights), prior to removal. The applicant is responsible for assuring that all items removed are restored to their original locations and condition as existed prior to removal. Additionally, all temporary signs, pavement markings, storm water BMP's and other devices, marks and structures are completely removed for the work site.
24. **REMOVAL OF USA MARKINGS:** Before the project is accepted as complete, all USA and other construction related markings shall be removed to the satisfaction of the Agency. Removal shall occur within 30 days of the date the markings are no longer needed, or upon completion of the work, whichever is sooner. The Agency will accept natural weathering of markings if the markings disappear within the 30 day period. If the markings are in brick paver or concrete areas and if by natural weathering or other approved removal methods the markings still

remain, the contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Excavators and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with the federal, state and local requirements of the National Pollutant Discharge Elimination System (NPDES) and the Regional Water Quality Control Board.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the Agency at its discretion. The Agency will charge the excavator a service fee equal to the actual costs of removal plus an administrative fee of 20% for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with NPDES.

25. **RECORD DRAWING:** Upon completion of underground or surface work of consequence, the Permittee, at the request of the City Engineer, shall furnish records, drawings to the Department of General Services showing locations and details of work performed.
26. **FUTURE MOVING OF INSTALLATION:** The installation authorized herein shall, upon demand of the City Engineer, be immediately relocated by, and at the sole expense of the Permittee whenever construction, reconstruction, maintenance, or traffic conditions on the highway may require such relocation. The Permittee must commence such relocation within the time specified in said demand and therefore diligently prosecute the same to completion.
27. **MAINTENANCE:** The Permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the City right-of-way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all damage to the roadway which would not have occurred had such work not been done or such encroachment not placed herein.
28. **ANNUAL HOLIDAY MORATORIUM:**
 - **Arterial Streets:** The annual construction and transportation moratorium prohibits all non-emergency work. It goes into effect at 5 PM the Friday before Thanksgiving and ends the first business day of January the following year. Streets restricted are:

Antelope Road	Greenback Lane	Sunrise Boulevard
Auburn Boulevard	Madison Avenue	Sylvan Road
Dewey Drive	Old Auburn Road	Van Maren Lane
Fair Oaks Boulevard	San Juan Avenue	
 - **Residential Streets:** There is an annual construction moratorium on all residential streets during the week between the Christmas and New Year holidays, unless it is an emergency.

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Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Citrus Heights requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Citrus Heights.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Citrus Heights, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 12 or CG 20 13).

Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Citrus Heights, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Citrus Heights, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Citrus Heights.

Waiver of Subrogation

Contractor hereby grants to City of Citrus Heights a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Citrus Heights by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Citrus Heights has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Citrus Heights. The City of Citrus Heights may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Citrus Heights. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Contractor and job – it could be much higher, or in the case of a very small Contractor, you might want it lower] unless approved in writing by City of Citrus Heights. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Citrus Heights may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Citrus Heights reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City of Citrus Heights.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of ***five (5) years*** after completion of work.

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Verification of Coverage

Contractor shall furnish the City of Citrus Heights with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Citrus Heights before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Citrus Heights reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Citrus Heights reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

City of Citrus Heights reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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