



DEPARTMENT OF PUBLIC WORKS
Road Division

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Director

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Equal Opportunity Employer

APPLICATION FOR ENCROACHMENT PERMIT

Permit No. _____
(To be Entered by County)

Date: _____

Pursuant to Section 1460 of the California Streets and Highways Code, the undersigned hereby applies for permission to excavate, construct, place and/or modify an encroachment within Merced County road right-of-way.

Describe Proposed Encroachment:

Select project to be done within the right-of-way:

- Driveway Approach
- Fence
- Mailbox
- Landscaping
- Pipe Crossing
- Temporary Traffic Control
- Temporary Political Campaign Signs
- Utility Work (Describe Below)
- Other (Describe Below)

Select type of work to be done:

- New Construction
- Replace Existing
- Modify Existing
- Annual Encroachment Permit Work

Permit Number: _____

Other: _____

Provide additional description of project to be done (attach plans or sketch if necessary):

Plans or Sketch Attached

Location of Proposed Encroachment:

Address of Project Site (if applicable):

(Street Address)

(City)

(Zip Code)

If no site address, describe location of proposed encroachment:

Road Name: _____

Cross Street: _____

Distance from Cross Street: _____

Other Location Information (as necessary):

Work to be Performed by:
<input type="checkbox"/> Owner <input type="checkbox"/> Licensed Contractor

Licensed Contractor Information (if applicable):
Contractor's Name: _____
Contractor's License Number: _____ Classification: _____
Contractor's Address: _____
Contact Name: _____
Contact Phone Number: _____ (Office) _____ (Cell)
Contractor's Signature*: _____
*With this signature, Contractor agrees to abide by the Encroachment Permit General Conditions and any specific permit conditions included on the Encroachment Permit.

Owner Information and Declaration:
Owner's Name: _____
Owner's Address: _____
Owner's Phone Number: _____ (Home) _____ (Cell)
<input type="checkbox"/> I have read, understand, and agree to abide by the Encroachment Permit General Conditions listed on pages 4 through 8 of this application.
<input type="checkbox"/> I agree to abide by any specific conditions listed on the Encroachment Permit; before construction begins, I will read the specific conditions listed on the Encroachment Permit; if I do not understand any of the specific conditions, I will not allow construction to begin until the conditions have been fully explained.
<input type="checkbox"/> I agree to maintain the encroachment in good condition at all times and to immediately report any problems or unsafe conditions of any kind to the Department of Public Works.
<input type="checkbox"/> I certify, under penalty of perjury, that I am the owner of the property requesting this encroachment permit.
_____ Owner's Signature**
_____ Date
_____ Print Name
**By checking the boxes above and signing this page, the owner hereby acknowledges their responsibility to comply with all of the requirements of the encroachment permit issued as a result of this application.

WORKERS' COMPENSATION INSURANCE DECLARATION

Section 3800 of the California Labor Code requires applicants for Encroachment Permits to sign a declaration verifying Workers' Compensation coverage or exemption from coverage, as required by Section 19825 of the California Health and Safety Code.

OPTION 1: If work is to be performed by the Owner, check the following box and sign the certification at bottom of this page.

- In the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation laws of the State of California.

OPTION 2: If work is to be performed by a Licensed Contractor, the Contractor shall check the appropriate box and sign the certification at the bottom of this page.

- In the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation laws of the State of California.

A certificate of consent to self-insure issued by the Director of Industrial Relations or an exact copy thereof certified by the Director is (hereby furnished to) (on file with) the Merced County Department of Public Works (Road Division) (Buildings Division).

A certificate of Workers' Compensation Insurance issued by an admitted insurer or an exact copy thereof certified by the insurer is (hereby furnished to) (on file with) the Merced County Department of Public Works (Road Division) (Buildings Division).

1. Policy Number: _____ Expiration Date: _____
2. Certificate lists Merced County as a Certificate Holder.
3. Certificate indicates that insurer will give Merced County 30 days written notice prior to policy cancellation.

CERTIFICATION:

I certify, under penalty of perjury, that the information provided above is true and correct.

I understand that if I later become subject to the Workers' Compensation provisions of the California Labor Code, I will immediately file a valid Workers' Compensation Insurance Certificate with the Merced County Department of Public Works or this Encroachment Permit will be deemed to be revoked.

Signature

Date

Print Name

ENCROACHMENT PERMIT GENERAL PROVISIONS

The following General Provisions (Items 1 through 30) apply to all encroachment permits issued by the Merced County Department of Public Works for encroachments to be placed within the Merced County road right-of-way. These General Provisions may only be superseded if specifically stated by special provisions listed on the Encroachment Permit.

1. **Authority.** This permit is issued pursuant to Section 1460 of the California Streets and Highway Code and Chapter 13.30 of the Merced County Code.
2. **Definitions:**
 - "Encroachment" includes any tower, pole, poleline, pipe, pipeline, driveway, private road, fence, billboard, stand or building, or any structure or object of any kind or character not particularly mentioned in this section, which is placed in, under or over any portion of a County road right-of-way.
 - "Permittee" includes both the Owner and Contractor that signed the Application for Encroachment Permit.
3. **Acceptance of Provisions.** It is understood and agreed by the Permittee that performing any work under this permit shall constitute an acceptance of these General Provisions.
4. **No Precedent Established.** This permit is granted with the understanding that this action is not to be considered as establishing a precedent on the permitting of any certain type of encroachment within the County of Merced road right of way.
5. **Notice Prior to Starting Work.** Before starting work, the Permittee shall notify the Department of Public Works at least 24 hours before the date work is to begin.

Notice to be provided by calling the permit clerk at (209) 385-7601.
6. **Keep Permit on the Work Site.** This permit shall be kept at the work site and must be shown to any representative of the Department of Public Works or any law enforcement officer on demand.
7. **Permits from Other Agencies.** The Permittee shall secure approval from any agency with jurisdiction over the area of work; this permit shall be suspended unless and until such order or consent is obtained.
8. **Underground Utility Location (811).** Before digging, the Permittee shall call 811 to locate any underground utilities that may exist within the project site. Permittees that fail to call 811 may be responsible for fines and repair costs for any damaged utilities.
9. **Protection of Traffic.** Adequate provisions shall be made for the protection of the traveling public. Construction areas shall be signed and operated in accordance with Part 6 of the California MUTCD.
10. **Minimum Interference with Traffic.** All work shall be planned and carried out to minimize inconvenience to the public.
11. **Storage of Materials.** No material shall be stored within twelve (12) feet from the edge of pavement or traveled way.
12. **Clean Up Right of Way.** Upon completion of the work, the right of way shall be cleaned-up to be in as good or better condition than before work started.
13. **Standards of Construction.** All work shall conform to recognized standards of construction.
14. **Supervision by County.** All work shall be done subject to the supervision of, and to the satisfaction of, the County of Merced.
15. **Future Relocation of Encroachment.** If the encroachment conflicts with future County road construction or maintenance work, the encroachment shall be immediately relocated by, and at the sole expense of the Owner.
16. **Liability for Damages.** The Permittee is responsible for all liability for personal injury or property damage which may arise out of failure of the Permittee's part to perform his obligation under this permit in respect to maintenance, in the event any claim of such liability is made against the County of Merced or any department, officer, or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. Nothing in this paragraph

shall limit Permittee's duties under paragraph 17, Indemnity and Hold Harmless Agreement.

17. Indemnity and Hold Harmless Agreement.

Permittee has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents, commissions, boards, and officers of Permittee.

Permittee's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of Permittee, its agents, subcontractors, employees, boards, and commissions. The duty shall extend to any allegation, claim of liability, or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim, petition, or allegation of liability against County. Permittee will on request and at its expense, defend any action or suit or proceeding arising hereunder. This clause and shall not be limited to any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, that may arise during the term of this Agreement but shall also apply to all such claims and the like after the term of this contract, for example, arising from land use and environmental law actions, or meeting notice law actions, brought against the County following Project approval, modification, or denial. This clause for

indemnification shall be interpreted to the broadest extent permitted by law.

18. **Making Repairs.** The Permittee shall promptly make repairs to paving which has been disturbed. The Permittee shall be responsible for restoring any portion of the road, which has been excavated or otherwise disturbed, to former, or better, condition as possible.
19. **Storm Water Drainage.** If the permitted work interferes with established storm water drainage patterns, ample provision shall be made by the Permittee to provide for it as may be directed by the County.
20. **Crossing Roadway.** Small diameter pipes shall be bored and jacked beneath pavement. Pavement or roadway shall not be cut unless specifically permitted on the permit. Pipes will not be permitted inside of metal culvert pipes used as drainage structures.
21. **Excavation Limits.** No excavation shall be made closer than three (3) feet from the edge of the pavement except as specified on the permit.
22. **Depth of Pipes.** There shall be a minimum of three (3) feet of cover over all pipes or conduits. However, high risk pipelines shall have a minimum cover of 42 inches.
23. **Backfilling.** All excavations shall be backfilled in conformance with Chapter 9 of the Merced County Improvement Standards and Specifications.
24. **Grades and Specifications.** Grades and types of construction shall be as detailed by approved plans or as stated in the encroachment permit.
25. **Borrow and Waste.** Borrow and waste will be permitted only within the limits as set forth in the encroachment permit.
26. **Minor Work.** Grading of small banks, small ditches and other similar minor work shall be governed by these general provisions and as detailed in the encroachment permit.
27. **Inspection.** The costs for occasional routine inspections are included as part of the encroachment permit fee. If special inspections by the County are necessary, the cost of inspection shall be borne by the Permittee.

28. **As-Built Plan.** Upon completion of a significant underground or surface work project, the Permittee may be required to furnish the County with an As-Built Plan showing location and details of construction.
29. **Maintenance.** The Owner is responsible to properly maintain the encroachment placed in the County road right-of-way and to immediately repair any injury to any portion of the County road right-of-way which occurs

as a result of the use or maintenance of the encroachment. The owner will notify the Department of Public Works of any unsafe conditions of any kind.

30. **Warranty Period.** For a period of one (1) year from date of County's acceptance of the work permitted herein, the Contractor is responsible for any failure or extraordinary maintenance work which may be necessary as the result of the work permitted herein.

UTILITY PROJECTS POLES, WIRES, CABLES, AND OVERHEAD STRUCTURES

The following General Provisions (Items 31 through 38) apply to all encroachment permits issued by the Merced County Department of Public Works for utility encroachment projects within the Merced County road right-of-way. These General Provisions may only be superseded if specifically stated by special provisions listed on the Encroachment Permit.

31. **Location Pole Lines, etc.** Pole lines shall be located as specified on the encroachment permit.
32. **PUC Orders.** All clearances and types of construction over railroad facilities shall be in accordance with the applicable orders of the Public Utilities Commission (PUC).
33. **Permission from Property Owners.** Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.
34. **Clearance of Trees.** Poles must be of such height as to permit clearance of a tree 25 feet in height, where quick growing trees are in place. At locations where slow growing trees are in place, normal construction standard may be followed at the option of the pole line company, with provisions to ultimately clear a 25 foot tree.

35. **Guy Wires.** No guy wires are to be attached to trees. Guy wires shall be kept at a minimum elevation of eight feet above the ground whenever so directed.
36. **Clearing Around Poles.** The Permittee shall remove and keep clear all vegetation within a radius of at least five feet from the poles.
37. **Visibility Strips.** All poles placed within the right-of-way shall have three (3) reflective visibility strips affixed. Visibility strips shall be 2" x 22" (minimum) white or yellow reflective sheeting. Visibility strips shall be placed to face oncoming traffic.
38. **Remove Old Poles, Guys and Stubs.** The entire length of old poles shall be removed from the ground and the holes backfilled and thoroughly tamped.

REMOVAL OR TRIMMING OF ROADSIDE TREES

The following General Provisions (Items 39 through 41) apply to all encroachment permits issued by the Merced County Department of Public Works for the removal or trimming of trees located within the road right-of-way.

39. **Removal of Trees.** When permit is granted for removal of a tree as an independent operation or as a part of other work, the entire stump shall be taken out for a depth of at least two feet below the ground surface.
40. **Clearing the Site.** All timber and debris shall be removed from the right of way. The hole left by the stump shall be backfilled and

thoroughly tamped and the site left in a presentable condition.

41. **Trimming of Trees.** In general, only light trimming of branches two inches or less in diameter will be permitted and only when specifically stated on the permit. The shapelines of the tree must be preserved.

SIGNS

The following General Provisions (Items 42 through 44) apply to all encroachment permits issued by the Merced County Department of Public Works that may involve the installation of traffic signs (either temporary or permanent) within the road right-of-way.

42. **Signs.** The size, design, color, and layout of signs shall conform to the guidelines contained in the California Manual of Uniform Traffic Control Devices (MUTCD). contained in the Merced County Improvement Standards and Specifications.
43. **Sign Posts.** Posts used for the placement of signs shall conform to the standards
44. **Placement of Signs.** All signs shall be placed to conform to the guidelines contained in the California Manual of Uniform Traffic Control Devices (MUTCD).

RAILROAD CROSSINGS

The following General Provisions (Items 45 through 48) apply to all encroachment permits issued by the Merced County Department of Public Works that may involve work on any railroad crossing that may intersect with the road right-of-way.

45. **Approvals.** Any work done within the railroad right-of-way shall be approved by the railroad company.
46. **Safety and Convenience.** The future safety and convenience of the traveling public shall be given every consideration in the location and type of construction.
47. **Meet Highway Grade.** The grade and superelevation of the track must conform to the grade of the highway at point of crossing.
48. **Width of Paving.** The crossing shall be planked or paved as may be specified on the face of this permit for the full roadway and shoulder width.

MONUMENT PRESERVATION

The following General Provision applies to all encroachment permits issued by the Merced County Department of Public Works for work to be done within the Merced County road right-of-way.

49. **Monument Preservation.**

Pursuant to Section 1492.5 of the California Streets and Highways Code and Section 8771 of the California Business and Professions Code, the Permittee is responsible to perpetuate all existing monuments within the project area that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control.

If the Permittee suspects that a monument may exist within the project area, the Permittee shall retain the services of a licensed land surveyor to locate and

reference any such monuments prior to beginning any construction activities. A permanent monument shall be reset in the surface of the new construction or a witness monument or monuments set to perpetuate the location if any monument could be destroyed, damaged, covered, disturbed, or otherwise obliterated.

If the Permittee disturbs a monument, regardless of the Permittee's foreknowledge of the existence of the monument, the Permittee is required to retain a licensed land surveyor or licensed Civil Engineer legally authorized to practice land surveying to replace the monument.

INSURANCE

Insurance shall be provided by the Permittee as stipulated in the following General Provisions:

50. Insurance Requirements (Contractor).

If work is being done by a Licensed Contractor, the contractor shall have \$1,000,000.00 minimum Comprehensive General Liability Insurance coverage. If requested by the County, the contractor shall provide a Certificate of Insurance indicating their coverage limits.

51. Insurance Requirements (Owner).

If work is being done by the Owner, the Owner shall have \$100,000.00 minimum Liability Insurance coverage. If requested by the County, the Owner shall provide a Certificate of Insurance indicating their coverage limits.

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