

CITY OF BARSTOW

ENCROACHMENT PERMIT AND TRENCHING SPECIFICATIONS POLICIES





Table of Contents

Chapter 1 -Encroachment Permit	1
100 General.....	1
101 Applicant.....	1
102 Permit Requirements.....	1
103 Standards and Specifications	1
104 Authorization.....	2
105 Required License.....	2
106 Validity of Permit.....	2
107 Required Documentation at Submittal.....	3
108 Plan Requirements.....	5
109 Encroachment Permit Evaluation and Processing.....	5
110 Approved Encroachment Permit....	5
111 Changes, Additions, Emergency Responses to Permit after Issuance	6
112 One Call Law	7
113 Utility Construction and Warranty	7
114 Permit Possession	7
115 Applicant’s Responsibility.....	7
116 Sanitary Facilities.....	7
117 Liability.....	8
118 Workers’ Compensation Insurance	9
119 Indemnity.....	10
120 Notification	10
121 Inspection.....	10
122 Permit Expiration	11
123 Failure to Comply	11
124 Public Convenience and Safety	12
125 Traffic and Access.....	12
126 Traffic Control	12
127 Road Closures.....	13
128 Working Hours.....	13

129 Dewatering Operations	13
130 Preservation of Property	13
131 Project Site Maintenance	14
132 Project Site Requirements	15
133 Survey Monument and Information 15	
134 Fees.....	16
135 Exemptions	16
136 Clean Water Act	16
Chapter 2 – Trenching and Excavation Policy	17
200 General	17
201 Trench Excavation.....	17
202 Steel Plate Bridging	18
203 Steel Plate Bridging (Sidewalks)...	19
204 Backfill General	20
205 Pavement Resurfacing.....	22
Terms and Definitions	25
Standard Drawings	29
Encroachment Permit	37



Chapter 1 -Encroachment Permit

100 GENERAL

The City of Barstow is committed to the protection of the travelling public and those who perform work within the City's Right of Way (ROW). The City cooperates with all public agencies and private parties in promoting the safe use and operation of the City's Transportation System.

The use of the City's transportation system for other than transportation purposes may require written authorization for the City of Barstow, through an encroachment permit. These activities may include but are not limited to, construction or maintenance of utilities, streets, sidewalks, curbs, gutters, driveways, drainage systems, erosion control, structures, commercial filming, special events, and other community sponsored activities and promotions.

Entering onto the City's property, Right of Way under these circumstances is defined as an encroachment and will require an encroachment permit.

An encroachment permit is not a property right, such as an easement, nor does it confer property rights. It cannot be transferred with the sale or real personal property. An encroachment permit has an expiration date, by which the activity must be completed by.

101 APPLICANT

101.1 Applicant Defined

The applicant is defined as the primary developer, the utility company, an agency, an organization, or an individual(s) that will be accountable for, but not limited to, Contractors, subcontractors, fees, laws, regulations, and workmanship relating to the requested encroachment permit.

102.2 Applicant's Authorization

An authorized representative's contractor(s) may be assigned to represent the applicant if validated by an Authorization Letter from the applicant.

102 PERMIT REQUIREMENTS

No person shall make any excavation in, or construct, install, maintain any improvements, structure, or encroachment in, on, over or under any street without first obtaining from the Engineering Services Division a permit therefor, or maintain the same without such permit or in violation of the terms or conditions thereof. Such permit shall be issued by the Engineering Services Division only upon written application therefor, and payment of the required fee or fees. The permit shall be issued only if the Engineering Service Division is satisfied that the use proposed is in the public's interest and that there will be no substantial injury to the street or prolonged impairment of its use as the result thereof, and that the use is reasonably necessary for the performance of the functions of the applicant (Municipal Code 12.08.020).

103 STANDARDS AND SPECIFICATIONS

All work shall be in accordance with the most current Standard Specifications for Public Works Construction, "Green Book" (SSPWC), the Standard Plans for Public Works Construction, the current City of Barstow Standards, the City of Barstow Design Standards, the Trenching Policy and any current supplements. If there is a conflict between standards, it is the applicant's responsibility to contact the City Engineering Services Administrator or his representatives and receive clarification.

104 AUTHORIZATION

104.1 Special Condition Request

Work or Event that may have substantial effect on the community shall be presented at a City Council meeting prior to any work commencing in the City's Property or Right of Way.

104.2 Work/Maintenance

All work or maintenance performed in or near the public right of way shall be performed by;

- a. Contractor / Subcontractor
A contractor with a valid license(s) (Section 105) which is appropriate for the type of work being performed. The license must be active and in good standing.
- b. Utility Company
A utility company's employee(s) which is authorized to perform maintenance and repairs to their utility system.
- c. City of Barstow Public Service Employees
City Employees authorized to work within the City Right of Way.

104.3 Events

Individuals, corporations, companies, utility companies, and other governmental agencies that are accountable for the event and conform to Section 101

105 REQUIRED LICENSE

All work performed in or near the public right of way shall be performed by:

- a. A contractor with an appropriate and active license in good standings (e.g. Class A, C-8) and or any other appropriate class as issued by the State of California Contractors License Board.
- b. All contractors, subcontractors, or business associated with the application must possess a valid City of Barstow Business License.
- c. All licenses must remain valid and in good standing for the entire duration of the encroachment permit.
- d. Contractors cannot be on the Federal, State, or City debarment list.

106 VALIDITY OF PERMIT

106.1 Minor Encroachment Permit

A minor encroachment permit is valid for forty-five (45) days from the construction start date. The construction start date will be no greater than fifteen (15) work days after the submittal of the minor encroachment permit application. A minor encroachment permit is for routine procedures, maintenance and emergencies.

106.2 Major Encroachment Permit

A major encroachment permit is valid for the amount of working days as specified in the contract and authorized and approved by the Engineering Services Division. Working days start on the construction start date as specified in encroachment permit application. Any work performed under the encroachment permit must be performed continuously and diligently until the project is completed. The construction start date will be no greater than fifteen (15) work days after the submittal of the major encroachment permit application. A major encroachment permit is for large Capital Improvement Projects in which the scope of work will not be completed in 45 days.

107 REQUIRED DOCUMENTATION AT SUBMITTAL

Applicant must submit the following documentation as one application. Failure to submit the required documentation will result in the permit being returned to the applicant for corrections, and / or additional information.

107.1 Completed Application

A fully completed encroachment permit application.

107.2 Improvement Plans

Complete improvement plans and/or plans demonstrating the type of work, the work location, and all street affected by the work within 200 feet of the project. See Section 108 Plan requirements

107.3 Traffic Control

Traffic control will be in conformance of [Section 126](#).

107.4 Licenses

Submittal of licenses as specified in [Section 105](#)

107.5 Liability Issuance

Submittal of liability issuance as specified in [Section 117](#).

107.6 Workers Compensation Insurance

Submittal of Worker's Compensation Insurance as specified in [Section 118](#).

107.7 Indemnity

Submittal of Indemnity as specified in [Section 119](#).

107.8 Emergency Contact List

Provide the City with the applicant and contractor's twenty-four (24) hour emergency call number. Contact(s) must be available to respond within two hours at any given time and day.

107.9 Falsifying records.

Falsifying any records may be forwarded to the appropriate agency or organization as criminal intent.

107.10 One Call

[See Section 112](#)

107.11 Flag Personnel

Projects that require the use of flag personnel shall submit documentation as required by Injury Illness and Prevention Program of the General Industry Safety Order in the California Code of Regulations (Title 8, Division 1, Chapter 4, Subchapter 7, Section 32003 and Flagger Control shall conform to Chapter 6E of The California Manual of Uniform Traffic Control Devices (CAMUTCD)

107.12 Confined Space

- a) Confined Space Entry Program. The Contractor shall be responsible for implementing, administering and maintaining a confined space entry program (CSEP) in accordance with Sections 5156, 5157 and 5158, Title 8, CCR.

Prior to starting the Work, the Contractor shall prepare and submit its comprehensive CSEP to the Engineer. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces, including, but not limited to the following:

1. Training of personnel

2. Purging and cleaning the space of materials and residue
3. Potential isolation and control of energy and material inflow
4. Controlled access to the space
5. Atmospheric testing of the space
6. Ventilation of the space
7. Special hazards consideration
8. Personal protective equipment
9. Rescue plan provisions

The Contractor's submittal shall include the names of its personnel, including subcontractor personnel, assigned to the project who will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

b) **Permit-Required Confined Spaces.** Entry into permit-required confined spaces as defined in Section 5157, Title 8, CCR may be required as a part of the Work. All manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit required confined spaces until the pre-entry procedures demonstrate otherwise. The Contractor shall implement a permit space program prior to performing any work in a permit-required confined space. A copy of the permit shall be available at all times for review by Contractor and Agency personnel at the Work site.

107.11 Trench Shoring

Trench Shoring shall conform to the SSPWC section 7-10.4.1. The Contractor shall have at the Work site, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations. Before excavating any trench 1.5 m (5 feet) or more in depth, the Contractor shall submit a detailed plan to the Agency showing the design of shoring, bracing, sloping, or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a registered Civil Engineer. No excavation shall start until the Engineer has accepted the plan and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Engineer.

107.12 Fees

[See Section 134](#)

108 PLAN REQUIREMENTS

108.1 Minor Permit:

- a.) Minimum 11X17 Plan Showing Improvements:
- b.) Work location and all streets within 200 feet of work site.
- c.) Proposed Traffic Control plan which complies with the current addition of the CAMUTCD

108.2 Major Permit

- a.) Minimum 24 x 36 Construction plans showing improvements
- b.) Work location and all street within 200 feet of work site
- c.) Proposed Traffic Control Plan which complies with the current addition of the CAMUTCD

109 ENCROACHMENT PERMIT EVALUATION AND PROCESSING

109.1 Receiving Permit

The City reserves the right to review a fully completed application for a period of 10 working days. Errors and omissions will result in the permit not being issued and returned to applicant for correction. The City resumes the 10 working day evaluation period for any resubmittals.

109.2 Denied or Revoked Permit

The encroachment permit may be denied or revoked for, but not limited to the following:

- a.) Improper insurance
- b.) Non-conformance to standards, improper traffic control and devices, non-compliance materials, deficient workmanship, inferior quality, safety violations and neglect, inadequate work performance, and debarment.
- c.) Non-permitted installation
- d.) Repeat violations of any of the above.
- e.) Repeat Violators of any of the above.

110 APPROVED ENCROACHMENT PERMIT

110.1 Obtaining Permit

An approved encroachment permits can be received by the Applicant by the two approved processes:

- a.) Receiving the approved permit at City Hall's Community Development counter.
- b.) Applicant can request the approved permit be email to them.

110.2 Issued Permits not collected

If an issued permit(s), indicated that the Applicant would obtain the permits at City Hall, and the applicant fails to do so after 21 working days after notification, the encroachment permit will be considered inactive and be closed. Applicant forfeits any fees paid and must start with a new application. It is the applicant's responsibility to make sure that their permit is received and the activity has begun in a timely manner.

110.3 Start Date

Event, activities, or work shall start promptly on the Start Date recorded as written in the encroachment permit application. Amount of days to complete the project, event or activity is based on the approved encroachment permit and begins on the Start Date indicated on the permit even if no activities have been implemented.

After notification of award of the Contract and prior to start of any work, the Contractor shall submit its proposed construction schedule to the Engineer for approval. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to, estimated starting and completion dates of various activities, submission of submittals, procurement of materials and scheduling of equipment. The construction schedule shall incorporate the requirements and reflect completion of the Work within the specified Contract time and in conformance with the Contract Documents.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

The Engineer may waive these requirements for work constructed under a permit.

110.4 Revocable

The permit shall be revocable and the uses and installations thereunder subordinate to any prior right of the city to use the street for public purposes. The permit shall be conditioned upon the right of the city to require the permittee to relocate or remove the structure or encroachment at the permittee's expense, where in the opinion of the City Engineer or his representative the action is reasonably necessary to avoid a crossing conflict, for the benefit of any public district, public agency, or political subdivision. The permit shall be subject to the conditions the City Engineer determines are necessary to assure the safety of the traveling public and the restoration of the surface of the roadway and the foundations thereof, and of the portions outside the traveled roadway.

110.5 Surety, Bonds, Deposits

The City Engineer or his/her representative may require such surety bond or deposit of money as in his judgement necessary to secure performance of the conditions of the permit and the requirements of this chapter. Please note that public utilities operating under an exclusive franchise agreement with the City may be exempted from the assessment of such due to their contractual obligation to perform said work to completion.

California. Streets & Highway. Code §1468.

Except as otherwise provided in this section, such a bond shall not be required of any public agency or public utility having lawful authority to occupy the highways which is authorized by law to establish or maintain any works or facilities in, under or over any public highway, nor shall the application of any such public agency or public utility for a permit be denied.

111 CHANGES, ADDITIONS, EMERGENCY RESPONSES TO PERMIT AFTER ISSUANCE

111.1 City Invoked Changes

The City of Barstow reserves the right to make any changes or additions to a permit after issuance if such changes or additions are believed necessary for the protection, safety, or convenience of the public. If any part of the installation interferes with the present use of the roads by the general public and needs adjusting to match the grade of the roadway or is in conflict with the future improvement projects, it will be removed or relocated as designated by the City Engineer at the expense of the Applicant or their successor in interest.

111.2 Construction Invoked Changes

Contract cannot make deviation in the field without City approval of the changes. The City of Barstow reserves the right to refuse any field changes.

111.3 Emergency Response

a.) An excavation or encroachment may be made without first obtaining a permit for repair or replacement of a facility previously installed only when necessary for the immediate protection or preservation of life or property, and provided that the permit be obtained on the first business day thereafter, and further provided that the excavation is made in a manner to give full protection to the users of the street and city.

b.) If an emergency / an afterhours call is not responded to, and the City, at sole discretion, may need to correct a problem for public safety, convenience, and protection, the city may elect to remedy the problem and the applicant shall bear any and all cost associated with said emergency work. City's cost may include, but not limited to time, materials, labor, equipment, contracts for providing services, and or any other incidentals necessary to accomplish the corrections.

112 ONE CALL LAW

Permits that require excavation shall be valid only after an Underground Services Alert (USA) inquiry identification number is issued and evidence of the same provided to the Engineering Services Division. The Applicant shall follow all provisions of Government Code Section 4216 (The One Call Law). Failure to do so may result in the revocation of the Permit. Permits cannot be processed without a USA Number.

113 UTILITY CONSTRUCTION AND WARRANTY

Permits for work within the City's Right of Way shall be issued to but not limited to, the respective Applicant. The Applicant shall warranty any and all work for one year from the date of acceptance from the Engineering Services Division. Following the application warranty period, the respective utility company shall be responsible for trench maintenance and repair for the design life of the roadway.

114 PERMIT POSSESSION

Other than emergency repairs, no work or event shall be performed within the City of Barstow until the City has issued an Encroachment Permit (Municipal Code 12.08.020). A copy of the encroachment permit, a set of the construction plans, a copy of the traffic control plans, proof of the USA number, certification for traffic control, and permits required by any other agency shall be on site and available at all times while construction is in progress.

115 APPLICANT'S RESPONSIBILITY

- a.) The applicant is responsible to pay any required fees.
- b.) The applicant is responsible for their but not limited to, contractor, subcontractors, suppliers, vendors, event personnel, and activities. In addition, the applicant is responsible for but not limited to, the safety and the implementation of all construction requirements, laws and regulations within the limits of the project, staging site and the routes to and from the project.
- c.) The applicant has the sole responsibility to make arrangements and pay any fees associated for testing. Any compaction testing (See Section 139.1) shall be performed by an accredited certified testing lab and shall be in accordance with the SSPWC.

116 SANITARY FACILITIES

It shall be the responsibility of the applicant to provide and maintain enclosed toilets for the use of their employees at all times while work is in progress.

117 LIABILITY

117.1 GENERAL. APPLICANT and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. APPLICANT acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of APPLICANT to indemnify and protect AGENCY as set forth here.

117.2 To the full extent permitted by law, APPLICANT shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by APPLICANT as they are incurred by the AGENCY.

117.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, APPLICANT shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where APPLICANT is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of APPLICANT will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

117.4 APPLICANT acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. APPLICANT has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

117.5 The obligations of APPLICANT under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. APPLICANT expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

117.6 APPLICANT agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every sub Applicant, sub-tier contractor or any other person or entity involved by, for, with or on behalf of APPLICANT in the performance or subject matter of this Agreement. In the event APPLICANT fails to obtain such indemnity obligations from others as required here, APPLICANT agrees to be fully responsible according to the terms of this section.

117.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of APPLICANT and shall survive the termination of this Agreement or this section.

117.8 APPLICANT agrees to provide insurance in accordance with the requirements as set forth here. If APPLICANT uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, APPLICANT agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by APPLICANT and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

117.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

117.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If APPLICANT owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

118 WORKERS' COMPENSATION INSURANCE

Work performed under an encroachment permit is subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

APPLICANT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of APPLICANT's employees employed at the site of improvement; and, if any work is sublet, APPLICANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by APPLICANT. APPLICANT and any of APPLICANT's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this encroachment permit is not protected under any Worker's Compensation law, APPLICANT shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. APPLICANT shall indemnify and hold harmless AGENCY for any damage resulting from failure of either APPLICANT or any subcontractor to take out or maintain such insurance.

119 INDEMNITY

To the fullest extent permitted by law, APPLICANT shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of APPLICANT, APPLICANT's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this PERMIT. APPLICANT shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

APPLICANT shall not be required to defend or indemnify AGENCY for liabilities caused by the sole active negligence or willful misconduct of the AGENCY.

If APPLICANT is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of APPLICANT that are assumed under or arise out of this PERMIT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of APPLICANT contained in, resulting from or assumed under this PERMIT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

California Public Utilities Code 6296

The grantee shall indemnify and hold harmless the municipality and its officers from all liability for damages proximately resulting from any operations under the franchise.

120 NOTIFICATION

Any project, work, maintenance, event, or activity in the city ROW will notify the Engineering Services Division at (760) 255-5179, one working day prior to starting. The Applicant is responsible to notify residents, businesses, and/or schools located within 300 feet of the same road on which construction is being performed, including those located within the project reach, at least twice, 5 working days and 48 hours in advance of beginning the work provided. Depending on the site conditions, the Inspector may request the Applicant to notify additional nearby residents/businesses on adjoining streets. Any variation to this shall be approved by the Inspector. Notification is not a request for Inspection (121).

121 INSPECTION

121.1 General

All activities authorized by a Permit shall be subject to inspection by City personnel. The City Engineer or authorized city staff shall have access to the work at all times and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work. Construction performed without inspection may be subject to removal and replacement. The entire cost of removal and replacement shall be borne by the Applicant, regardless of whether the removed installation was found to be defective.

121.2 Requests for Inspection

For inspection, call (760) 255-5179 during city working hours to request inspection. Notice must be given 48 hours in advance for inspection. Engineering personnel will return the call confirming the time and date of inspection. Inspections are not approved until City staff confirms the scheduled inspection.

121.3 After-Hours Inspection

When work is performed on Saturday, Sunday, Holiday, or City's schedule days off, inspection shall be requested 48 hours in advance. All cost of providing weekend, holiday, or City scheduled days off shall be borne by the applicant. After-Hours inspection request an encroachment permit is not guaranteed, and is at the City's Discretion or availability of staff.

121.4 Inspection Documentation

The encroachment Permit Documentation ([Sections 107](#)), Survey Documentation ([Section 134](#)), Compaction reports ([Section 132.1](#)), and documentation necessary to complete the project shall be presented to the inspector at the time of inspection. If the proper documentation is not presented, the inspection will not be performed and a new request for inspection will be required per [Section 121.2](#).

121.5 Corrections

- a.) Allow time to resolve any corrections discovered. Delay for correction is the sole responsibility of the applicant and the applicant shall accept all arrangements and expense for time labor, equipment, materials, or any other incidentals necessary to accomplish the corrections.
- b.) Final corrections are the applicant's responsibility and all arrangements and expenses are borne by the applicant.

121.6 Re-Inspection

If the inspector arrives at the schedule appointment and the work, activity, event is not properly prepared for inspection, a re-inspection will be required and \$55.00 re-inspection fee will be charged. This fee must be paid prior to the re-inspection.

121.7 Final Inspection

A final inspection will be requested by submitting a Final Inspection Request form no greater than 10 working days before the encroachment permit expires. Request for inspection requires forty-eight (48) hours advance notice (Section 121.2) and applicant should arrange for any correction to be performed prior to the encroachment permit expiring (121.5).

122 PERMIT EXPIRATION

122.1 No Activity, Work or Event after Start Date

If activity, work or event has not started after 10 working days of the start date, the permit will be deemed inactive and will be closed. A new permit with appropriate documentation and fees will be required to be resubmitted. All previous fees paid are forfeited to the city and previous submitted documentation will be destroyed.

122.2 Permit allowed to expire

If the permit is allowed to expire, without an extension having been granted, a new permit with appropriate fees shall be required prior to the start of any work.

123 FAILURE TO COMPLY

Should the Applicant and/or its Contractor fail to comply with any provisions of the Encroachment Permit, the City Engineer may order the Applicant to stop work, wholly or in part, until the discrepancies have been resolved to the satisfaction of the City Engineer. Failure to perform the work or comply with the provisions

may result in revocation of the permit. The City of Barstow may perform the work required or arrange for the work to be done and the entire cost of the required work shall be borne by the Applicant.

123.1 Franchise Agreement

Under a valid Franchise Agreement, all repairs will be in conformance with said agreement/s.

123.2 Noncompliance Fee

A noncompliance fee of \$250.00 per day will be assessed to applicants in whom the encroachment permits has expired and/or fail to be in compliance with the encroachment and trench policy.

123.3 Work performed by City

- a.) The City Engineer or his/her representative may for reasons of the city convenience, safety reasons arrange to have the work replaced or restored at the expense of the applicant. If any applicant fails to refill any excavation or to restore the street to its condition prior to the excavation, the city engineer or the representative shall have the right to perform the work and collect in the name of the city the cost thereof.
- b.) The City Engineer or his/her representative shall have the right to remove any construction or encroachment installed, placed, or maintained in violation of this chapter and to restore the street to its condition prior to the excavation, construction, event, encroachment and collect in the name of the city the cost thereof.

124 PUBLIC CONVENIENCE AND SAFETY

125 TRAFFIC AND ACCESS

The Applicant's operations shall not cause unnecessary inconvenience to the public. The access rights of the public shall be considered at all times and, unless otherwise authorized, traffic shall be permitted to pass through the work area at all times. Safe and adequate pedestrian, bicycle, and vehicular access shall be provided and maintained in accordance with the latest edition of the California Manual on Uniform Traffic Control devices. Where possible, access shall be routed on new or existing paved surfaces. If vehicle traffic is routed off a paved surface, water or dust palliative shall be applied as required for the alleviation or prevention of dust nuisance.

126 TRAFFIC CONTROL

126.1 Traffic Control Required

The Applicant shall provide and maintain any and all temporary traffic control devices and personnel necessary for the safety of the public in accordance with the current edition of the California Manual on Uniform Traffic Control Devices, any approved traffic control plan, and/or as directed by the City Engineer or Construction Inspector.

126.2 Traffic Control Plans

Temporary Traffic Control Plans (TTCP) shall conform to the current edition of the California Manual on Uniform Traffic Control devices. If the progress of the work will impact traffic on any major road or near any school, a TTCP prepared and signed by a California Registered Traffic Engineer may be submitted for review at least 1 week prior to the expected issuance of the permit unless otherwise required by the City Engineer and or the Engineering Service Division representative.

126.3 Flagger Operations and Requirements

When required, the Applicant shall provide flagging personnel and equipment meeting the qualifications and requirements provided in Chapter 6E of the California Manual on Uniform Traffic Control devices.

126.4 Placement of Traffic Control Devices

After public notification (Section 119) the applicant shall install or place traffic control devices and methods which conform to the California Manual on Uniform Traffic Control Devices (CAMUTCD) twenty-four (24) hours prior to the work, activities, or event.

127 ROAD CLOSURES

127.1 General

No road shall be closed partially or fully without authorization from the Engineering Service Division except in the case of an emergency under the direction of an authorized agency. An authorized road closure will allow the detour of through traffic only. The Applicant shall provide a smooth dust controlled route that allows the unimpeded access for emergency vehicles and residents at all times. During partial or full emergency road closures, reasonable effort shall be made to comply with the California Manual on Uniform Traffic Control Devices

127.2 Detour Plan Submittal Requirements

The Applicant may be required to submit a comprehensive plan showing detour routes and sign locations signed by a California Registered Traffic Engineer a minimum of 5 working days in advance of need.

127.3 Closure Notifications

Upon Engineering Service Division authorization of a full or partial non-emergency road closure, the Applicant shall notify affected agencies as shown on the City's Road Closure Notification List not less than 2 business days prior to the proposed closure. The Road Closure Notification List is available from the Engineering Service Division upon request.

128 WORKING HOURS

128.1 General Working Hours

Except for emergency repairs, no work shall be performed within City Right of Way on weekends; City recognized holidays; before 7:00 A.M.; or after 4:30 P.M. unless authorized by the City Engineer.

128.2 Special Working Hours

If the progress of the work will impact traffic on any major road or near any school, the City Engineer may modify the working hours.

129 DEWATERING OPERATIONS

The release of, or directing of water onto city roads shall be authorized by the Engineering Department and shall include traffic control per Section 2-2, cleanup per Section 4-4, and erosion control per State Water Board NPDES requirements.

130 PRESERVATION OF PROPERTY

130.1 Protection of Property

The Applicant is responsible for the protection of public and private property adjacent to the work in accordance with Section 7-9 of the current edition of the Standard Specifications for Public Works Construction (Greenbook) and these Town Standards. The Applicant shall repair, restore, or replace improvements damaged or removed as part of the construction of the permitted activity. All repair,

restoration, and replacement work shall meet the prevailing standard and specifications to match the original in finish and dimension. For this section, improvements shall include but are not limited to trees, lawns, shrubbery, and associated irrigation facilities. The Applicant shall give seven days' notice to occupants or owners of adjacent property to allow them to salvage or relocate plants, trees, fences, sprinklers and other improvements within the City Right of Way that are designated for removal on the plans and would be destroyed as a result of the work.

130.2 City Property

Prior to construction, the Applicant shall assess the condition of the City facilities within the project limits and report to the Construction Inspector all damaged, defaced or missing pavement, sidewalk, curb, gutter, signs, pavement markings or hazardous conditions that may exist before the work is started. Prior to final acceptance of the project all City facilities shall be in the same or better condition as determined by the City Engineer or Construction Inspector. Prior to the start of work, the Applicant may take photographs of the areas that are likely to be disturbed for documentation and comparison with the post project condition.

130.3 Traffic Signals

Traffic signal detector loops, wiring or appurtenant facilities damaged by the Permittee's operations shall be reported immediately to the Engineering Department and the Construction Inspector. The Applicant's qualified personnel or contractor shall repair any damage immediately to conform to the current edition of the California Manual on Traffic Control devices and the Caltrans Standard Specifications at no expense to the City as directed by the Engineering Department.

130.4 Survey Monuments

The Applicant shall locate, protect, and/or "tie-out" all survey monuments that may be disturbed or destroyed. Survey monuments shall be located and referenced prior to the start of construction. Following completion of the work, any disturbed monuments shall be reset in the surface of the new construction/location and a Corner Record filed with the appropriate agency. All work shall be performed under the direction and supervision of a licensed Land Surveyor or a registered Civil Engineer who is eligible to practice Land Surveying at no expense to the City of Barstow.

130.5 Traffic Striping, Markings, Signs

Traffic Striping, Markings, or signs damaged or removed by the applicant's operations will be the applicant's responsibility to replace by qualified personnel or contractor. Traffic striping, markings, signs shall conform to the current edition of the California Manual of Traffic Control Devices. Repair and replacement cost will be borne by the applicant.

131 PROJECT SITE MAINTENANCE

131.1 Staging Areas

a.) Staging of Equipment and Materials

The Applicant shall follow all Best Management Practices (BMP's) as required by the State Water Board under the NPDES requirements. Stockpiled or surplus dirt, debris, rocks, or building materials shall be contained throughout the duration of the permit work to prevent contamination of storm drains, dry wells, or natural drainage course. The Applicant shall provide necessary traffic control devices around any equipment and materials staged in the City Right of Way. Equipment and materials shall not be staged in the travel lanes or pedestrian paths without prior written approval of the City Engineer.

b.) Temporary Use Permit

The City of Barstow will require any contractor or utility proposing to use a private lot as a staging area for materials and equipment to obtain a Temporary Use Permit (TUP) from the Planning Department prior to starting work. Information regarding the requirements and fees related to a Temporary Use Permit can be obtained from the Engineering Services Division (760) 255-5121.

132 PROJECT SITE REQUIREMENTS

132.1 Compaction

- a.) Compaction test for, but not limited to Curbs, Gutters, Sidewalks, Driveways, Cross-Gutters, Curb Ramps, base material, and asphalt pavement shall not be performed more than 24 hours prior to placing the finish layer of work.
- b.) It is the sole responsibility of the applicant to make arrangements for and to pay any fees for additional re-compaction test that may be required for any failing test or if weather or any other circumstances have affected the integrity of the compaction process.
- c.) Relative compaction will conform to [Section 204.2](#)

132.2 Maintenance of Trenches

The Applicant shall perform continuing maintenance of all trenches ([Section 200](#)), including during any periods of suspension of the work and during the course of construction. Upon acceptance of the work by the City Engineer or Construction Inspector, the Applicant/Owner shall be responsible for the trench in accordance with Section 200.

132.3 Cleanup and Dust Control

Throughout all phases of construction, including suspension of work, the Applicant shall keep the work site clean and free from rubbish and debris. The Applicant shall abate dust nuisance by cleaning, sweeping and use of water or dust palliative. The Applicant shall not allow the use of water resulting in mud on the roadway or in drainage facilities. All stockpiled dirt, debris, rocks or building materials shall be removed from the work area. All paved surfaces shall be broomed clean immediately after backfill and at the end of each day's operations. Existing gutters and flow lines shall be cleaned or graded to their original condition or better prior to final acceptance of the work.

132.4 Removal of USA Markings

Upon completion of the work and prior to final acceptance of the work, the Applicant shall remove and/or "black out" all utility (USA) markings left as a result of the One Call law. The extent of and method for removal shall be at the discretion of the Construction Inspector.

133 SURVEY MONUMENT AND INFORMATION

133.1 Locate and Protecting Monuments

The Applicant shall locate, protect, and/or "tie-out" all survey monuments that may be disturbed or destroyed. Survey monuments shall be located and referenced prior to the start of construction. Following completion of the work, any disturbed monuments shall be reset in the surface of the new construction/location and a Corner Record filed with the appropriate agency. All work shall be performed under the direction and supervision of a licensed Land Surveyor or a registered Civil Engineer who is eligible to practice Land Surveying at no expense to the City of Barstow.

133.2 Disturbed or Destroyed Survey Monuments

Any survey monuments or markers that are destroyed, removed, buried, or the integrity of the survey monument has been disturbed by the work, event, or activity authorized by an encroachment permit, the applicant shall re-establish the monument(s) and file a corner recorded with the County Surveyor. All cost, materials, equipment, and other incidentals required to re-establish the survey monuments shall be borne by the applicant.

133.3 Cut Sheets

Survey information such as Cut Sheets shall be submitted to the Engineering Services Division 48 hours prior to the request for inspection.

134 FEES

134.1 Standard Fee

A fee schedule is adopted by the city council by resolution establishing permit fees and inspection fees for the various types of excavation, construction, encroachments. The permit fee will be paid at the time the application is filed. Any inspections that go over the permitted hours will be billed to the applicant.

134.2 Special Condition Fee

A fee has been adopted by the city council by resolution establishing permit fees and inspection fees for special condition where the city hires additional personal or consultant firm to perform inspection of but not limited to an encroachment permit that is a substantial in size, an project of interest, a project which has high impact on the City's transportation system or community. The applicant will be responsible for all fees encounter by the city to perform the inspection.

134.3 Non-Compliance Fee

A noncompliance fee of \$250.00 per day will be assessed to applicants in whom the encroachment permits has expired and/or fail to be in compliance with the encroachment and trench policy.

135 EXEMPTIONS

The following may be exempt from payment of the permit and inspection fees.

- a.) Every public district, public agency, or political subdivision having lawful authority to use the street for the purpose specified;
- b.) Street improvement s under special assessments or improvement district proceeding conducted by the City Council;
- c.) Street Improvements and other public facilities installed pursuant to a specific contract with the city in which the cost is borne by the city.
- d.) Completion of public utility projects specifically exempted from such by the California Public Utility Commission.

136 Clean Water Act

All work must conform to current laws and regulations regarding clean water act such as, but not limited to, Storm Water Pollution Discharge. Storm Water Management Plans.

Chapter 2 – Trenching and Excavation Policy

200 General

200.1 Trenching and resurfacing shall meet these specifications, the current editions or supplements of the City of Barstow Standard Drawings S-12.1 through S-12.7, The Standard Specifications for Public Works Construction “The Greenbook”, The Standard Plans for Public Works Construction, and the Barstow Municipal Code Chapter 12.08 (Excavations).

200.2 An encroachment permit is required for any excavations within the City of Barstow’s Right of Way. (Section 102 of the Encroachment Permit Policy)

200.3 Prior to issuance of an encroachment permit the applicant must submit documentation per Section 100 - Encroachment Permit Policy.

200.4 When lane closures are expected to occur, a traffic control plan establishing proper traffic control devices and signs per Section 125 of the Encroachment Permit Policy.

200.5 New asphalt applications (including but not limited to Asphalt Concrete, R.E.A.S. Slurry, and Chip Seal) shall have a ten (10) year trenching moratorium (Table 1). Any city streets which have had the pavement structural section totally reconstructed shall have a ten (10) year trenching or breaking the pavement moratorium. Any exceptions thereto shall be at the sole discretion and requirements of the City Engineer, Engineering Services Administrator or his/her Representative. The City Engineer or his/her designated representative shall approve any exceptions, including emergency trenching, not safety related. Emergency trenching requiring immediate action for safety issues may be performed without the Engineer’s approval. Following the emergency trenching, without the approval of the City Engineer, a letter stating where, when, and why shall be sent to the City Engineer within a twenty-four (24) hour period or the next working day.

200.6 All necessary traffic control signs and devices shall be in accordance with “California Manual on Uniform Traffic Control devices for Streets and Highways”, and shall be installed not less than twenty four (24) hours prior to starting any work in the public right of way.

200.7 Prior to calling for final inspection, the encroachment permit applicant shall confirm that the workmanship (including but not limited to the subcontractors) has been completed according to these Trenching Specifications.

200.8 Contractor shall call the City of Barstow Engineering Division for final inspection per Section 121.

200.9 Nothing in this Trenching Specifications shall supersede any trenching specifications previously established under a valid Franchise agreement.

201 Trench Excavation

201.1 Excavation for appurtenant structures, such as, but not limited to: manholes, transition structures, junction structures, vaults, valve boxes, catch basins, thrust blocks, and boring pits shall be deemed to be in the category of trench excavation.

201.2 Boring, Tunneling or Jacking may be allowed with written approval from the City Engineer or his designated representative and shall be parallel with the street or at a right angle to the street. All Boring, Tunneling, and Jacking shall conform to Section 306-2 and 306-3.1 of the SSPWC. All edges shall be

removed to a neatly sawed edge as specified in Section 300-1.3.2 of the SSPWC and shall be parallel with the street or at a right angle to the street. All cut edges shall not deviate more than 1" when a ten (10) foot straight edge is placed parallel to the cut edge.

201.3 All pavement edges shall be removed to a neatly sawn line, as specified in Section 300-1.3.2 of the SSPWC, and shall be parallel with the street or at a right angle to the street. All cut edges shall not deviate more than 1" when a ten (10) foot straight edge is placed parallel to the cut edge.

201.4 The edges of existing pavement adjacent to new trenches, where damaged subsequent to saw cutting of the pavement or work performed, shall again be re-saw cut to neat, straight lines for the purpose of removing and replacing the damaged pavement areas. The final trench excavation shall include the "Zone of influence" as determined by the City Engineer or his designated representative.

201.5 If the edge of the trench falls within eighteen (18) inches of a construction joint, cold joint, or edge, the asphalt concrete pavement within this area shall be removed and replaced.

202 Steel Plate Bridging

To accommodate excavation work, steel plate bridging may be necessary. All conditions for use of steel plate bridging shall be set forth in the following special provisions:

Consideration of steel plate bridging shall take into account the following factors:

1. Traffic volume and composition.
2. Duration and size of the proposed excavation.
3. Weather conditions.

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed with a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plates used for bridging must extend a minimum of 1' (12") beyond the edges of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.
3. The trench shall be adequately shored to support the bridging and traffic loads.
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
5. Steel plate bridging shall be secured against displacement by using adjustable cleats, shims or other devices.

As required by the City of Barstow, steel plate bridging and shoring shall be installed using either Method (1) or (2):

Method 1 For speeds greater than 45 mph (70 km/hr):

The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.

Method 2 For speeds less than 45 mph (70 km/hr)

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of (2) dowels pre drilled into the corners of the plate and drilled 2" (50mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5% with a minimum 12" (305mm) taper to cover all edges of the steel plates. When steel

plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry or equivalent slurry approved by the City Engineer or his designated representative.

The contractor is responsible for maintenance of the steel plates, shoring, asphalt concrete ramps, and ensuring that they meet minimum specifications. Unless specifically approved by the City Engineer or his designated representative, use of steel plate bridging shall not exceed (4) consecutive working days in any given week.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width: (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

Trench Width	Minimum Plate Thickness
10" (0.25m)	½" (13m)
1'-11" (0.58m)	¾" (19m)
2'-7" (0.80m)	7/8" (22m)
3'-5" (1.04m)	1" (25m)
5'-3" (1.60m)	1 ¼" (32m)

Note: For Trench spans greater than 5'-3" (1.6m) a structural design shall be prepared by a California registered Civil Engineer.

All steel plates within the City Right of Way whether used in or out of the traveled way shall be without deformation. The City Engineer or his designated representative shall determine the trueness of the steel plate by using a straight edge and will reject any plate that is permanently deformed.

Steel plates used in the traveled portion of the City Right of Way shall have a surface that was manufactured with a nominal Coefficient of Friction (COF) of 0.35 as determined by California test Method 342. If a different test method is used, the contractor may utilize standard test plates with known coefficients of friction available from Caltrans District 8 Materials Engineer to correlate skid resistance results to California Test Method 342. Based on the test date, the contractor shall determine what amount of surface wear is acceptable, and independently ascertain when to remove, test, or resurface an individual steel plate.

Contractor shall not install any steel plate that is permanently deformed or delivered without the required surfacing.

A Steel Plate ahead sign (W8-24) with black lettering on an orange background shall be placed in advance of steel plate bridging. This sign shall be used with all other required construction signing. A Rough Road sign (W33) with black lettering on an orange background shall be placed in advance of steel plate bridging. This sign shall be used with all other required construction signing.

203 Steel Plate Bridging (Sidewalks)

To accommodate excavation work, steel plate bridging may be necessary. All conditions for use of steel plate bridging shall be set forth in the following special provisions:

Consideration of steel plate bridging shall take into account the following factors:

Pedestrian traffic volume and composition.

Duration and size of the proposed excavation.

Weather conditions.

The contractor is responsible for maintenance of the steel plates, shoring, asphalt concrete ramps, and ensuring that they meet minimum specifications. Unless specifically approved by the City Engineer or his designated representative, use of steel plate bridging shall not exceed (4) consecutive working days in any given week.

203.1 Sidewalk Bridging (Option 1)

Contractor shall be permitted to use a temporary asphalt fill as a means of bridging.

Temporary Asphalt shall be Type SC-800 or equivalent and shall be placed, compacted to match existing sidewalk section to allow for normal flow of pedestrian traffic.

203.2 Sidewalk Bridging (Option-2)

In the case where the sidewalk excavation work prohibits the above plating options, the contractor shall notify the City Engineer or his designated representative for prior approval. It shall be the contractor's responsibility to install a temporary sidewalk access around their excavation site. This shall be in accordance with the current edition of the "California Manual of Uniform Traffic Control Devices", (Figure 6H-28. Sidewalk Detour or Diversion).

204 Backfill General

Backfill shall be considered as starting 1 foot above the pipe or conduit, or at the top of concrete bedding over the pipe or conduit. All material below this point shall be considered bedding.

Narrow trenches (narrow trenches are defined as 10 in. or less in width) shall be backfilled immediately by the use of trench backfill slurry per Section 201-1 or CLSM per Section 201-6 of the SSPWC, or crushed aggregate base. Narrow trenches shall conform to Section 306-1.3.4 of the SSPWC except as modified herein. For trenches 6 inches or less in width, the compacted thickness of asphalt concrete shall be a minimum of 3 ½ inches, or match the existing pavement thickness plus 1", whichever is greater.

All backfill shall be placed as specified in subsection III A., Mechanical Compacted Backfill, and compaction requirements shall be in accordance with subsection IIIB., Backfill Compaction Requirements.

Rocks greater than 6 inches in any dimension will not be permitted in backfill placed within 1 foot above the top of any pipe or conduit and 1 foot below pavement subgrade.

Rocks greater than 1 ½ inches in any dimension will not be permitted in backfill placed within 1 foot of the pavement subgrade. The native material obtained from project excavations may be used as backfill provided that all organic material, rubbish, debris and other objectionable material are first removed, and the material has a minimum Sand Equivalent of 50 (SE50).

204.1 Mechanically Compacted Backfill

1. 1. Backfill shall be mechanically compacted by means of tamping rollers, vibrating rollers, stompers (impact-type pavement breakers), wackers, or other hand held mechanical tampers.
2. Prior to mechanically compacting backfill, determination of proper moisture content of soil shall be made. Optimum moisture in all soil types is desirable for obtaining the required compaction.
3. Material for mechanically compacted backfill shall be placed in horizontal layers or lifts. which, prior to compaction shall not exceed the thickness specified below for the various types of equipment:
 - a. Hand-directed mechanical tampers and walk behind vibratory plates - maximum uncompacted lift thickness of 4 inches.
 - b. Rolling equipment, including sheep foot (both vibratory and (no vibratory), grid, smooth-wheel (no vibratory), pneumatic-tired and segmented wheels - maximum uncompacted lift thickness of six inches (6").
 - c. Vibratory equipment, vibratory plates, and smooth-wheel rollers attached to backhoe equipment - maximum uncompacted lift thickness of one (1) foot.
 - d. Impact, free-fall, or stomping equipment- maximum uncompacted lift thickness of two (2) feet.
4. Mechanically compacted backfill shall be moistened or dried as necessary to obtain optimum moisture level. Each layer shall be evenly spread and compacted until the specified relative compaction has been attained.
5. During the backfill process, a person certified to perform compaction testing shall make verification of relative compaction with an approved compaction measuring device or method. A private testing firm may also be utilized. Prior to the request for final inspection, a record of the testing results and moisture level shall be submitted to the City and retained permanently with the City's encroachment permit.

204.2 Backfill Compaction Requirements

1. 90% Relative Compaction shall be achieved:
 - a.) In the upper three (3) feet measured from the pavement surface (or finished grade where there is no pavement).
 - b.) Within engineered embankments
 - c.) Where lateral support for existing or proposed structures is needed / required.
2. 95% Relative Compaction shall be achieved in the top 2 feet of any paved street (including the pavement structural section), and as directed by the City Engineer on any un-improved street.

204.3 Bedding

1. Bedding shall be defined as that material supporting, surrounding and extending to one (1) foot above the facility.
2. Bedding material shall be sand, gravel, crushed aggregate, native free draining granular material having a sand equivalent of not less than 20 or having a coefficient of permeability greater than 1.4 inches /hour.

204.4 Base

- a.) Base material shall be reconstructed to the same dimensions (thickness, etc.) and the same or equivalent materials used in the original work.
- b.) Where the original thickness is six (6) inches or less, the base material may be compacted in one layer. Where the original thickness is more than six (6) inches the base material shall be compacted in two or more lifts or approximately equal thickness and the maximum compacted thickness of any one layer shall not exceed six (6) inches.
- c.) The relative compaction of each layer of compacted base material shall not be less than 95%.

205 Pavement Resurfacing

205.1 Temporary Resurfacing

- a. Unless permanent pavement is placed immediately, temporary pavement shall be placed immediately after backfilling. Temporary bituminous resurfacing a minimum of 2 inches thick shall be placed and maintained wherever excavation is made. In major intersections and other critical locations, a greater thickness may be required by the City Engineer.
- b. Sufficient backfill material shall be on the job site to assure proper resurfacing as specified in these specifications and shall be placed and continuously maintained so as not to cause excessive rutting, depressions, and I or distortions of the roadway surface. Authorized bituminous material for temporary resurfacing shall be SCSOO or equivalent.
- c. Temporary resurfacing shall be mechanically compacted by means of tamping rollers, vibrating rollers, stompers, wackers, or smooth steel wheels rolling equipment. After the specified compaction has been secured in the top layer, the roadway shall be thoroughly rolled with self-propelled tandem rollers with smooth steel wheels. Such rollers shall weigh between 8 and 10 tons (7.2 and 9.1 tonnes).
Rolling shall commence at the outer edge of the base course and progress toward the center. Each base course layer shall be rolled until it is compacted and true to grade and cross section.
Rolling shall continue until a relative compaction of at least 95 percent has been obtained. The surface of the finished bituminous-stabilized base, at any point, shall not vary more than 0.04 foot (12mm) above or below grade established by the Engineer.

205.2 Permanent Asphalt Pavement

- a.) Permanent asphalt pavement requirement shall be based on the age and condition of the pavement surface as shown in Table 1
- b.) Street trenching performed parallel to the roadway for a distance equal to or greater than fifty (50) feet shall be overlaid per Table 1. This overlay shall be placed with a commercially accepted asphalt paver. (i.e., Barber Greene or equivalent). The City Engineer or his designated representative reserves the right to waive this requirement on a case-by-case basis. Any area two feet or less from edge of gutter to a trench shall be added to the eight foot overlay requirement.
- c.) Asphalt Concrete shall conform to Section 302.4 of the current Standard Specification for Public Works Construction.

Table – 1 Pavement Resurfacing Requirements		
Level	Age of Road	Pavement Resurfacing Requirements
1	0-10 Years	Trenching Moratorium – No Trenching / excavations allowed on streets that have been constructed, reconstructed, or have had pavement preservation applications applied.
2	Emergency within the 10 years no cut moratorium	<p>Trenching / Excavations shall replace asphalt to match existing thickness plus 1 inch of asphalt. The asphalt concrete shall then be micro-milled to a depth of two inches from edge of gutter to lane line, edge of pavement to lane line and/or lane line to lane line. The length of overlay shall be a minimum 50 feet with the excavation centered within the milled section. A two (2) inches thick overlay of PG64-16 asphalt concrete, ½ aggregate and as wide as the lane width must be placed over the trench / excavation with a minimum overlap of two (2) feet passed the excavation edges. This overlay shall be placed with a commercially accepted asphalt paver (i.e. Barber-Greene or equivalent). The City Engineer or his designated city representative reserves the right to modify this requirement on a case-by case basis. Any area two feet or less from edge of gutter shall be added overlay requirement.</p> <p>Areas excavated for, but not limited to, pot holing, repairs, boring, tunneling, or jacking pits shall have the same requirements stated above.</p> <p>A stand-alone excavation for, but not limited to, pot holing, repairs, boring, tunneling, or jacking pits shall be replace to match existing asphalt thickness plus 1 inch of asphalt concrete. A grind and overlay will be required for the full lane width and for a distance of fifteen feet from the nearest excavation edge. The overlay will be a minimum of 1 ½ thick of PG 64-16 asphalt concrete pavement, ½ aggregate.</p>
3	Greater than 10 Years	<p>Pavement Management System Rating or Pavement Condition Index (PCI) greater than 65 shall be restored per Level 2.</p> <p>Pavement Management System Rating or Pavement Condition Index (PCI) less than 65 shall be restored by T- Cut Method.</p>
4	Any Time	<p>Areas excavated for, but not limited to, trenches, boring, tunneling, pot holing, jacking, pits, services connections that calculated to 10% of the travel lane in which the excavation resides and between a street segment, shall be reconstructed from edge of gutter or pavement edge to lane line, centerline or full width.</p> <p>Structure sections such as, but not limited to, geotextile fabrics, pavement fabrics, modified bases sections shall be restored per the City Engineer or his/her representative.</p>

The City Engineer, the City Engineering Service Administrator or his designated city representative reserves the right to modify this requirement on a case-by case basis.

The City of Barstow reserves the right to continue the pavement Trenching / excavation Moratorium on any street only requiring pavement preservation application to be applied to prolong the life of the pavement.

A street segment is defined as the area between two cross streets.

Terms and Definitions

General

Unless otherwise stated, the words, directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

Terms and Definitions

Agency—The legal entity for which the Work is being performed.

Agreement—See Contract.

Applicant - The primary developer, the utility company, an agency, an organization or an individual(s) which will be accountable for, but not limited to, contractors, subcontractors, fees, laws, regulations, and workmanship relating to the requested encroachment permit.

Assessment Act Contract—A Contract financed by special assessments authorized under a State Act or procedural ordinance of a City or County.

Base—A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

Bid—The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

Bidder—Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Board—The officer or body constituting the awarding authority of the Agency.

Bond—Bid, performance, or payment bond or other instrument of security.

Caltrans— The State of California Department of Transportation.

Code—The terms *Government Code*, *Labor Code*, etc., refer to codes of the State of California.

Contract—The written agreement between the Agency and the Contractor covering the Work.

Contract Documents - Including but not limited to; the Contract, any Addendum (which pertain to the Contract Documents), Notice Inviting Bids, Instructions to Bidders; Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, permits from jurisdictional regulatory agencies, the Special Provisions, the Plans, Standard Plans, Standard Specifications, Reference Specifications, and all Modifications issued after the execution of the Contract.

Contractor—The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the Agency to perform the Work. In the case of work being done under a permit issued by the Agency, the permittee shall be construed to be the Contractor. The term “prime contractor” shall mean the Contractor.

Contract Price—The total amount of money for which the Contract is awarded.

Contract Unit Price—The amount stated in the Bid for a single unit of an item of work.

Days—Days shall mean consecutive calendar days unless otherwise specified in the Special Provisions.

Diligent – Prosecuted daily with careful attention and effort to complete the project in the most efficient and effective manner.

Disputed Work—Work in which the Agency and the Contractor are in disagreement.

Engineer—The Chief Engineer of the Agency, Director of Public Works, or other person designated by the Board, acting either directly or through authorized agents.

Highway - Any road, street, parkway, freeway, right-of way, alley, walk, way, and reserved in patents issued by the Bureau of Land Management pursuant to Public Resources Code

Modification—Includes Change Orders and Supplemental Agreements. A Modification may only be issued after the effective date of the Contract.

Notice of Award—The written notice by the Agency to the successful Bidder stating that upon its compliance with the required conditions, the Agency will execute the Contract.

Notice to Proceed—A written notice given by the Agency to the Contractor fixing the date on which the Contract time will start.

Permittee – Any individual, firm, association, partnership, corporation, trust, joint-venture, or legal entity which was granted a permit.

Person — Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans—The drawings, profiles, cross sections, Standard Plans, working drawings, and shop drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions, or details of the Work.

Private Contract—Work subject to Agency inspection, control, and approval, involving private funds, not administered by the Agency.

Proposal—See Bid.

Reference Specifications—Those bulletins, standards, rules, methods of analysis or testing, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These shall refer to the latest edition, including amendments in effect and published at the time of advertising the Contract or issuing the permit, unless specifically referred to by edition, volume, or date.

Roadway—The portion of a street reserved for vehicular use.

Service Connection—All or any portion of the conduit, cable, duct, or meter, between a utility distribution line and an individual consumer.

Sewer—Any conduit intended for the reception and transfer of sewage and fluid industrial waste.

Special Provisions—Additions and revisions to the Standard Specifications setting forth conditions and requirements peculiar to the Work.

Specifications—Standard Specifications, Reference Specifications, Special Provisions, and specifications in Change Orders or Supplemental Agreements between the Contractor and the Board.

Standard Plans—Details of standard structures, devices, or instructions referred to on the Plans or in the Specifications by title or number.

Standard Specifications—The Standard Specifications for Public Works Construction (SSPWC), the “Greenbook”.

State—State of California.

Storm Drain—Any conduit and appurtenances intended for the reception and transfer of storm water.

Street—Any road, highway, parkway, freeway, right-of way, alley, walk, way, and reserved in patents issued by the Bureau of Land Management pursuant to Public Resources Code.

Subbase—A layer of specified material of planned thickness between the base and the subgrade.

Subcontractor—An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Subgrade—For roadways, that portion on which pavement, surfacing, base, subbase, or a layer of other material is placed. For structures, the soil prepared to support a structure.

Substantial – A considerable importance, size, and/or impact to the community. All Major Encroachment Permits are considered substantial. The Engineering Division reserves the right to determine the impacts and determination of substantial.

Supervision—Supervision, where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the Agency in becoming a party to the Contract. Except as specifically stated herein, supervision by the Agency shall not mean active and direct superintendence of details of the Work.

Supplemental Agreement—A written amendment of the Contract Documents signed by the Agency and the Contractor.

Surety—Any individual, firm, or corporation, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

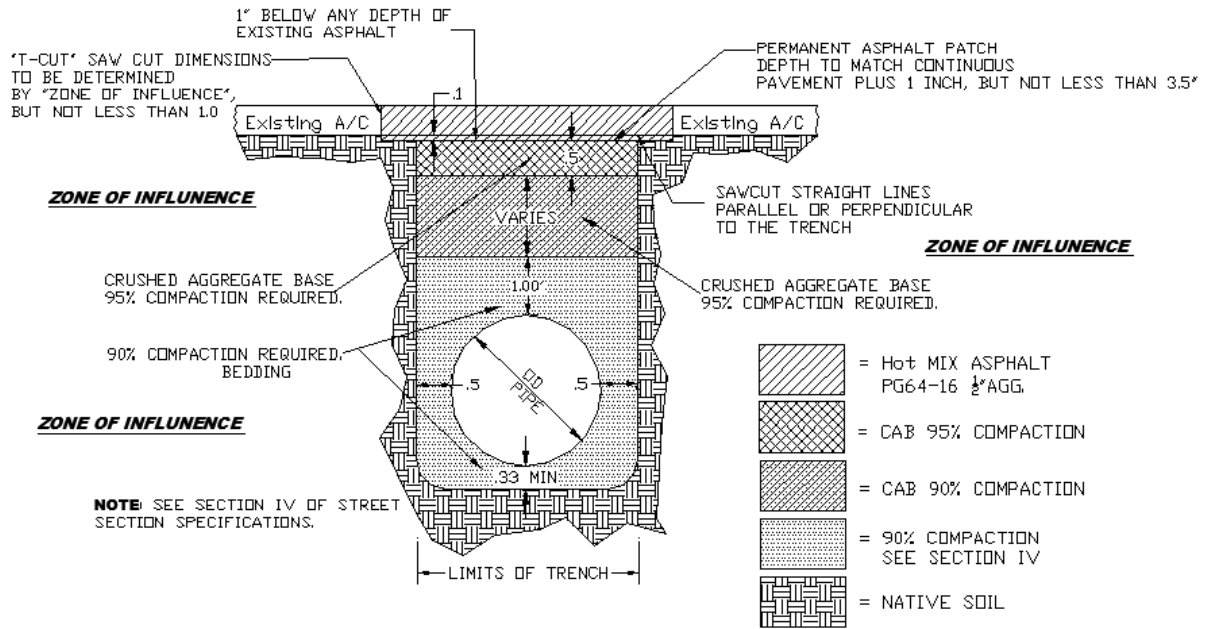
Utility—Tracks, overhead or underground wires, pipeline, conduits, ducts, structures, sewers, or storm drains owned, operated, or maintained in or across a public right of way or private easement.

Work—That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

Standard Drawings

STANDARD DRAWINGS

Trench Standard - "T-CUT"



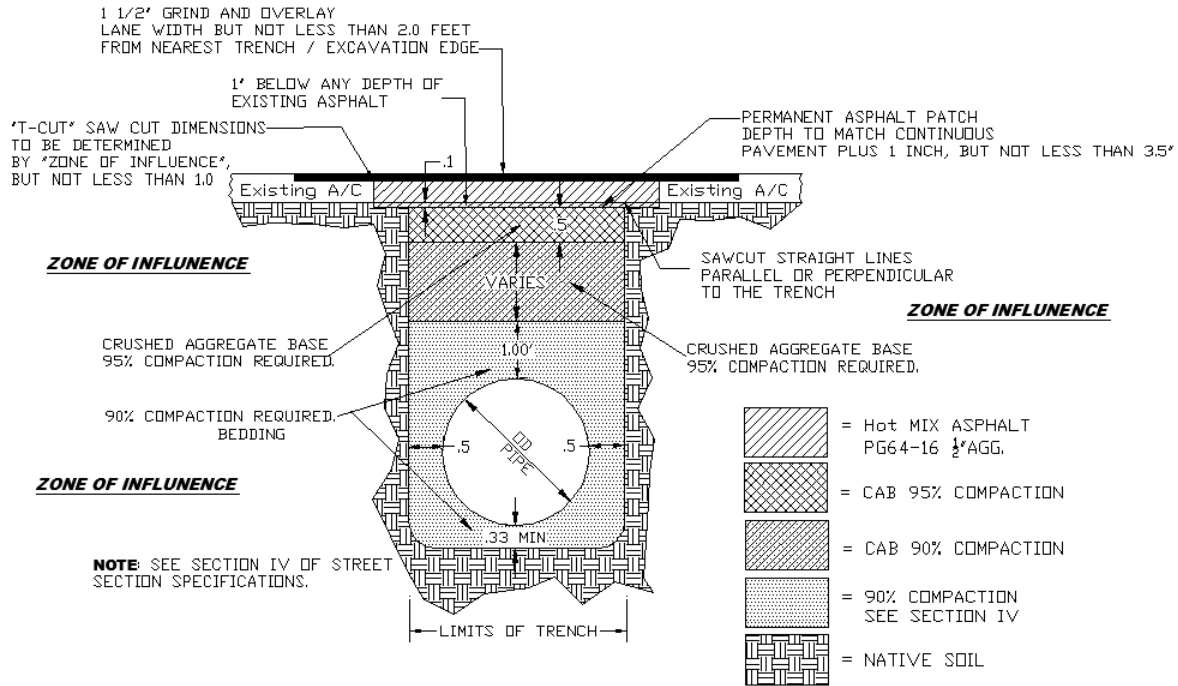
DRAWN BY: WAH
DATE: October, 2000

DEPARTMENT OF COMMUNITY DEVELOPMENT
CITY OF BARSTOW

DRAWING NO.
S-12.1

TRENCH STANDARD DRAWINGS

Trench Standard - "Grind and Overlay"



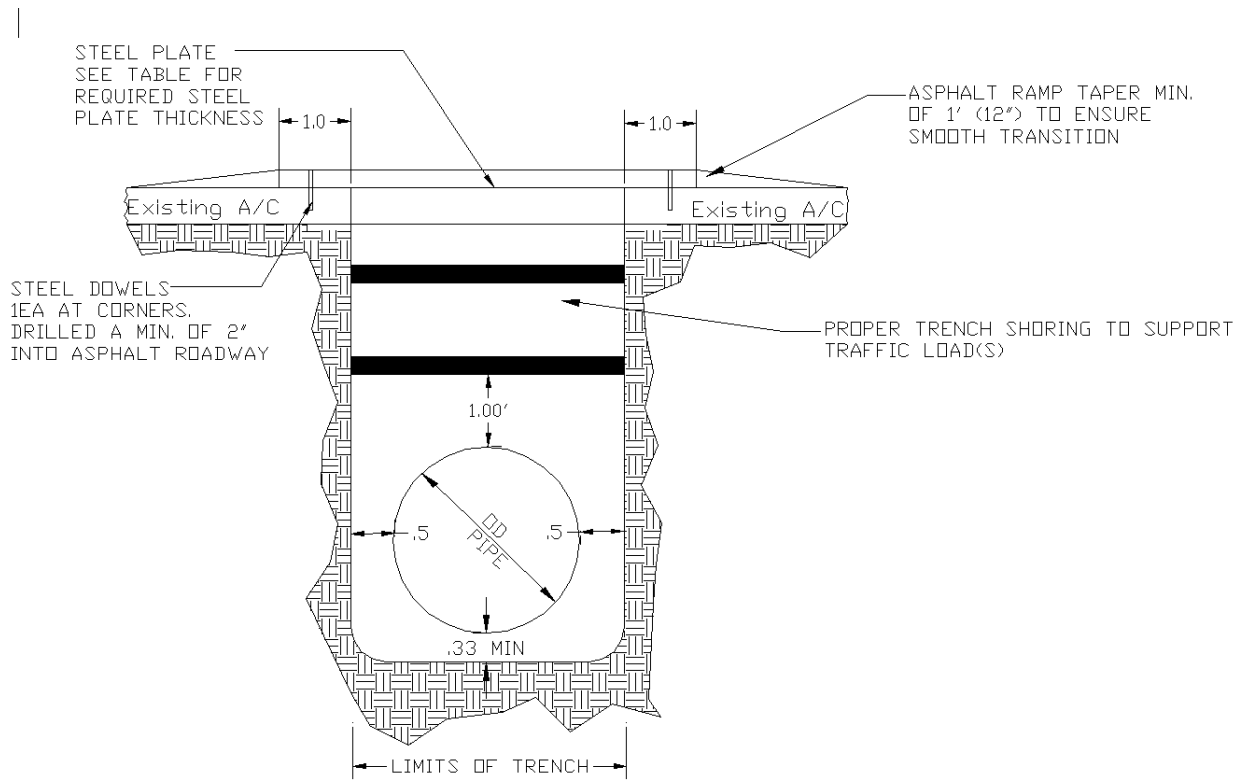
DRAWN BY: WAH
DATE: October, 2000

DEPARTMENT OF COMMUNITY DEVELOPMENT
CITY OF BARSTOW

DRAWING NO.
S-12.2

TRENCH STANDARD DRAWING

Trench Plate Standard Drawing for Speeds Under 45 MPH



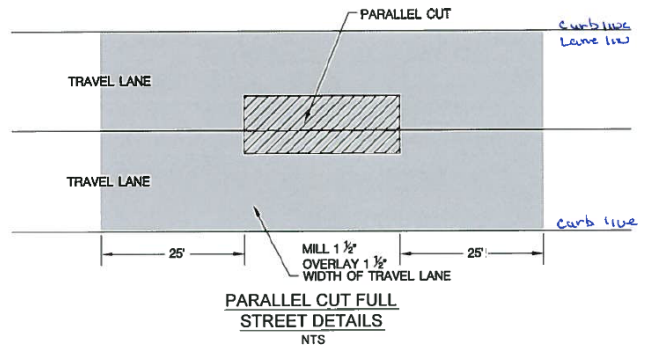
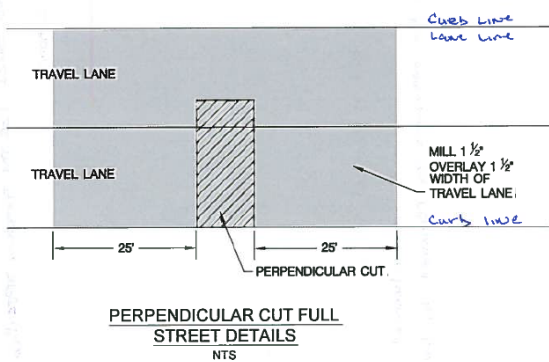
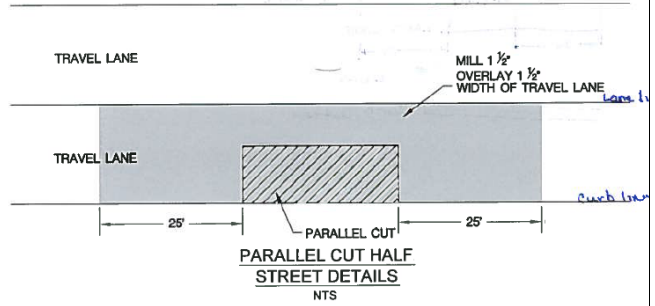
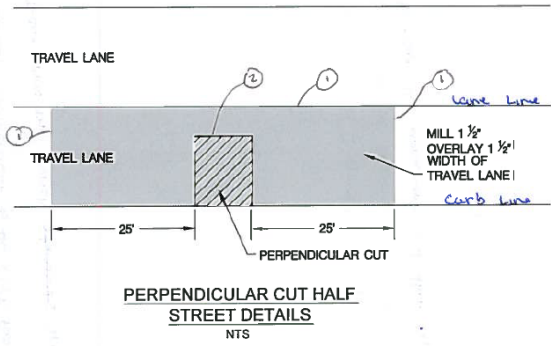
DRAWN BY: WAH
 DATE: January, 2001

DEPARTMENT OF COMMUNITY DEVELOPMENT
 CITY OF BARSTOW

DRAWING NO.
 S-12.11

TRENCH STANDARD DRAWING

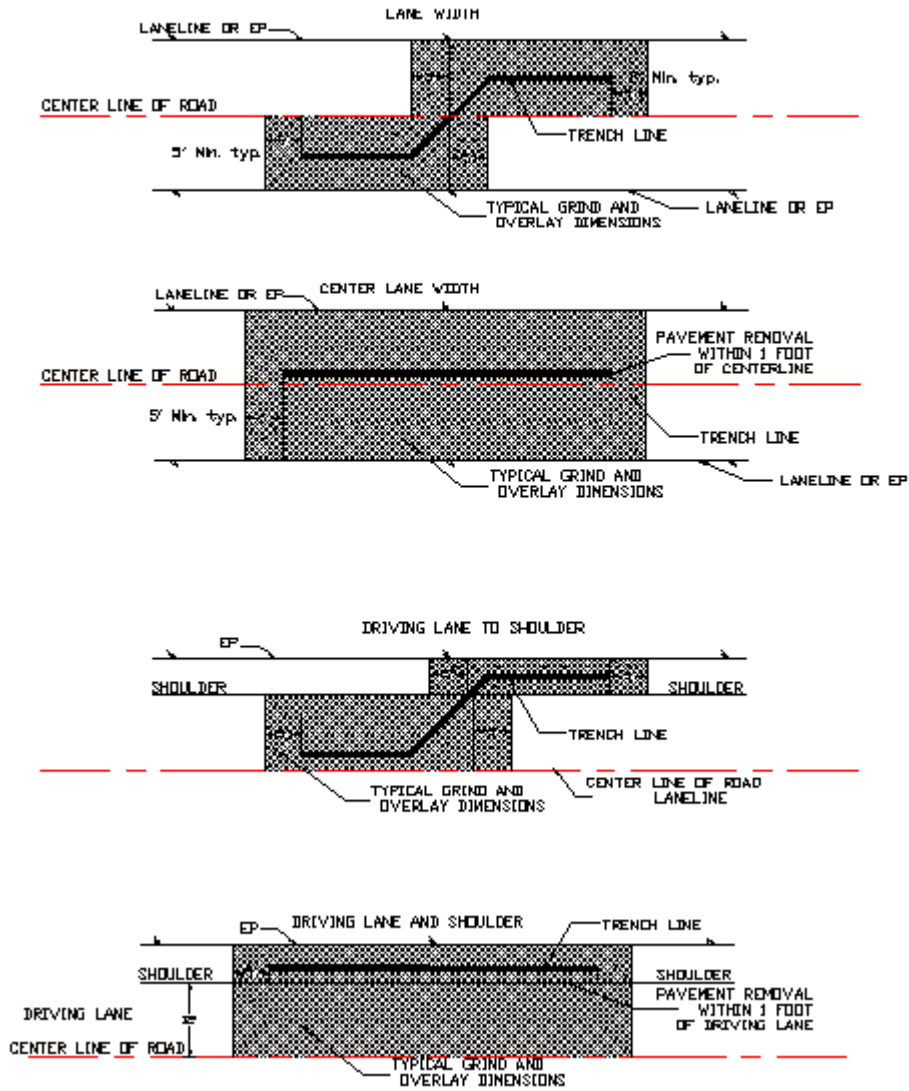
Pavement Restoration



DRAWN BY: WAH	DEPARTMENT OF COMMUNITY DEVELOPMENT	DRAWING NO.
DATE: January, 2001	CITY OF BARSTOW	S-12.11

TRENCH STANDARD DRAWING
Grind and Overlay Standard

GRIND AND OVERLAY STANDARDS



DRAWN BY: WAH	DEPARTMENT OF COMMUNITY DEVELOPMENT	DRAWING NO.
DATE: January, 2001	CITY OF BARSTOW	S-12.11

Encroachment Permit





ENCROACHMENT PERMIT APPLICATION
Checklist

IN ORDER FOR YOUR APPLICATION FOR AN ENCROACHMENT PERMIT TO BE CONSIDERED COMPLETE, YOU MUST PROVIDE ALL OF THE FOLLOWING:

- Encroachment Permit Application
 - Applicant
 - Applicant Address
 - Contact Name
 - Telephone #
 - Cell Phone #:
 - Fax #
 - Email Address
 - Contractor's Name
 - Contractor's Address
 - Contractor's Contact Name
 - Contractor's Contact Telephone #
 - Contractor's Contact Cell #
 - Contractor's Fax #
 - Contractor's Construction License #
 - Contractor's Business License #
 - Contractor's Email Address
 - Address # for work location
 - Street Name for work location
 - Cross Street for work location
 - Location for work location
 - Description of the work
- One Call (Underground Service Alert Ticket Number if an excavation is involved)
- Improvement Plans and / or Drawings
- Traffic Control Plan(s)
- Licenses
 - City of Barstow Business License Number
 - Contractor License Number
- Insurance, Issuance
 - Liability
 - Workers Compensation Insurance
 - Indemnity
- Emergence Contact List
- Certificates
 - Flag Personnel Training
 - Confined Space
 - Trench Shoring
- Encroachment Permit Process and Conditions or Issuance Read and Signed.



ENCROACHMENT PERMIT APPLICATION



ENCROACHMENT PERMIT APPLICATION
MAJOR

Engineering Services Division
220 E. Mountain View Street, Suite
A
Barstow, CA 92311
Phone: (760)255-5121
Fax: (760) 256-1750

Instructions for completing permit

DATE: Current Date / Date Application is Submitted U.S.A. CLEARANCE #: The Number (EX:A-42790337) provide by calling Underground Services Alert

APPLICANT: The Primary Developer or the Utility Agencies requesting the work.
APPLICANTS ADDRESS: The Primary Developer of the Utility Agencies Mailing Address.
City, State, Postal Code
CONTACT NAME: The Primary Developer of Utility Agencies contact person.
TELEPHONE #: The Primary Developer of Utility Agencies contact person's telephone.
CELL #: The Primary Developer of Utility Agencies contact person's cell phone number.
FAX: The Primary Developer of Utility Agencies contact person's fax number.
EMAIL ADDRESS: The Primary Developer of Utility Agencies contact person's email address.
CONTRACTOR'S NAME: Contractor's Business Name
CONTRACTOR'S ADDRESS: Contractor's Business Address
City, State, Postal Code
P.O. Box
CONTACT NAME: Contractor's Contact Name
TELEPHONE #: Contractor's Contact 's Telephone Number
CELL#: Contractor's Contact 's Cell Number
FAX: Contractor's Contact 's Fax Number
CONTRACTOR LIC. #: Contractor's Valid California License Number
BUSINESS LICENSE #: Contractor's Valid Business License
EMAIL ADDRESS: Contractor's Contact Person's Email Address

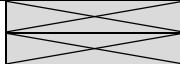
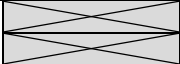




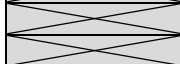

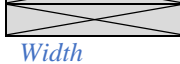
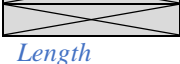
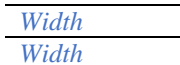
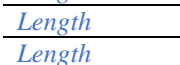
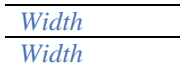
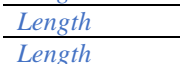
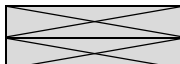
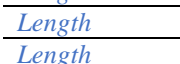
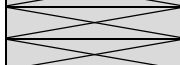
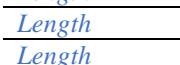
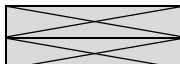
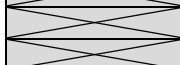
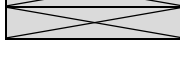

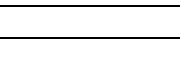
I hereby request permission to construct/install/maintain improvements/facilities within the City of Barstow's Right of Way at the following location:

STREET NAME: The Street the work is to be perform/
CROSS STREET: The Nearest cross street to the work being performed.
ADDRESS: The address the work is being performed at or in front of.
LOCATION: To be used only were no address is available.

And for the purpose of performing the following work:
The reason why and the type of work to be performed. (Example: Emergency replacement of 1" water service.)

Requested Number of Working Days: The number of working days required to complete the job. starting on The month, day, and year that the work will start. This is the starting date for the permit. Starting date shall not be greater than 21 days after the permits submittal date.

In accordance with plans and specifications approved by the City of Barstow Engineering Services Division and/or in accordance with the current Standard Specification for Public Works Construction, The Standard Plans for Public Works Construction, The Standard Plans for the City of Barstow, the City of Barstow Design Standards, and/or State and, Federal and/or Local Laws and Regulations for the quantity and type of improvements listed below.

DESCRIPTION		QTY	WIDTH	LENGTH	TOTAL
Clean-out	Ea	<i># of</i>			<i>Total Number</i>
Driveway Approach	Ea	<i># of</i>			<i>Total Number</i>
Inlet/Outlet Structures	Ea	<i># of</i>			<i>Total Number</i>
Manholes/Junction Structures	Ea	<i># of</i>			<i>Total Number</i>
Spandrels, Cross Gutter	Ea	<i># of</i>			<i>Total Number</i>
Street Light	Ea	<i># of</i>			<i>Total Number</i>
Traffic Signal	Ea	<i># of</i>			<i>Total Number</i>
Utility Components *	Ea	<i># of</i>			<i>Total Number</i>
Utility Pole	Ea	<i># of</i>			<i>Total Number</i>
Commercial Sidewalk	SF	<i># of</i>	<i>Width</i>	<i>Length</i>	<i># x W x L</i>
Residential Sidewalk	SF	<i># of</i>	<i>Width</i>	<i>Length</i>	<i># x W x L</i>
Concrete Pavement	SF	<i># of</i>	<i>Width</i>	<i>Length</i>	<i># x W x L</i>
Asphalt Pavement	SF	<i># of</i>	<i>Width</i>	<i>Length</i>	<i># x W x L</i>
Pavement Preservation	SF	<i># of</i>	<i>Width</i>	<i>Length</i>	<i># x W x L</i>
Pipe/Conduit Trench	LF	<i># of</i>		<i>Length</i>	<i>Quantity x Length</i>
Service Laterals Trench	LF	<i># of</i>		<i>Length</i>	<i>Quantity x Length</i>
Curb, Curb and Gutter	LF	<i># of</i>		<i>Length</i>	<i>Quantity x Length</i>
AC Berm	LF	<i># of</i>		<i>Length</i>	<i>Quantity x Length</i>
Fence/Guard Rail	LF	<i># of</i>		<i>Length</i>	<i>Quantity x Length</i>
Other: (Specify Below)					

In consideration of the granting of this permit, the applicant agrees to indemnify the City of Barstow, its officers, employees, agents, and elected and/or appointed boards, and to comply with the insurance requirements, as more fully set forth in Encroachment Provisions of this application.

Applicants/Agent Signature: _____ Date: _____
 Contractor's Signature: _____ Date: _____



ENCROACHMENT PERMIT APPLICATION
MINOR
In accordance with City of Barstow Municipal Code
Chapter 12.08

Engineering Services Division
220 E. Mountain View Street, Suite
A
Barstow, CA 92311
Phone: (760)255-5121
Fax: (760) 256-1750

DATE: _____

U.S.A. CLEARANCE #: _____

APPLICANT: _____
APPLICANTS ADDRESS: _____

CONTACT NAME: _____
TELEPHONE #: _____
CELL #: _____
FAX: _____
EMAIL ADDRESS: _____

CONTRACTOR'S NAME: _____
CONTRACTOR'S ADDRESS: _____

CONTACT NAME: _____
TELEPHONE # _____
CELL#: _____
FAX: _____
CONTRACTOR LIC. # _____
BUSINESS LICENSE #: _____
EMAIL ADDRESS: _____

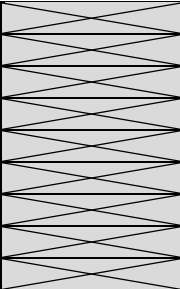
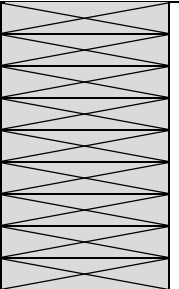
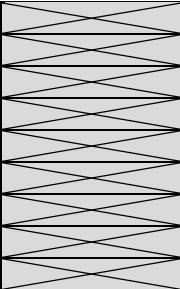
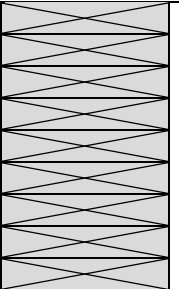
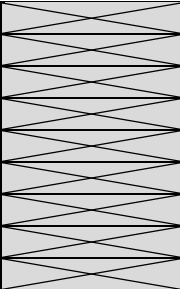
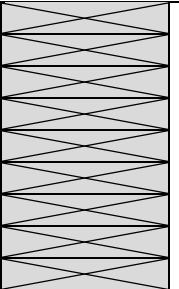
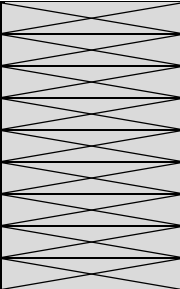
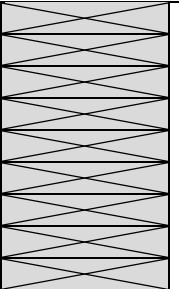
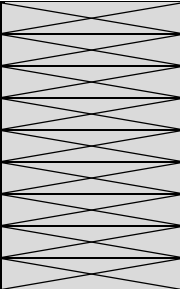
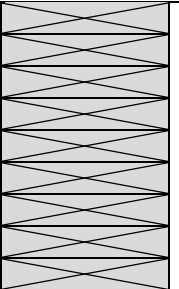
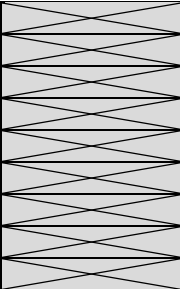
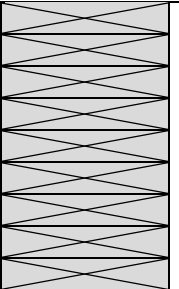
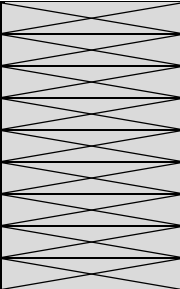
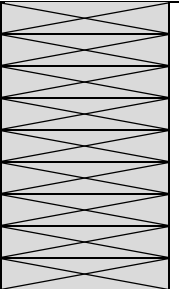
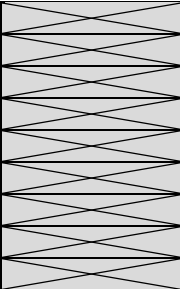
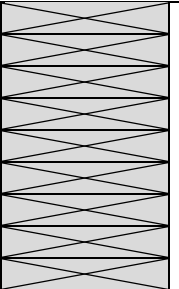
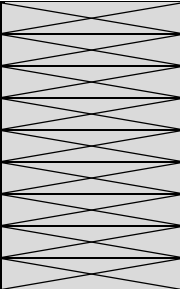
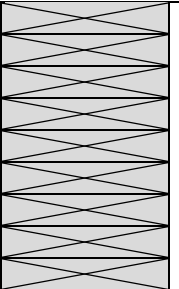
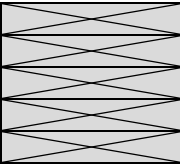
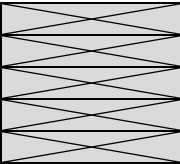
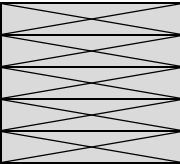
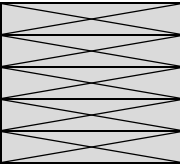
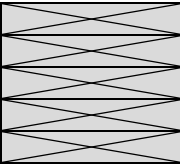
I hereby request permission to construct/install/maintain improvements/facilities within the City of Barstow's Right of Way at the following location:

STREET NAME: _____
CROSS STREET _____
ADDRESS _____

And for the purpose of performing the following work:

Permit is valid for 45 days from construction start date of _____

In accordance with plans and specifications approved by the City of Barstow Engineering Services Division and/or in accordance with the current Standard Specification for Public Works Construction, The Standard Plans for Public Works Construction, The Standard Plans for the City of Barstow, the City of Barstow Design Standards, and/or State and, Federal and /or Local Laws and Regulations for the quantity and type of improvements listed below.

DESCRIPTION		QTY	WIDTH	LENGTH	TOTAL
Clean-out	Ea	_____			_____
Driveway Approach	Ea	_____			_____
Inlet/Outlet Structures	Ea	_____			_____
Manholes/Junction Structures	Ea	_____			_____
Spandrels, Cross Gutter	Ea	_____			_____
Street Light	Ea	_____			_____
Traffic Signal	Ea	_____			_____
Utility Components *	Ea	_____			_____
Utility Pole	Ea	_____			_____
Commercial Sidewalk	SF	_____	_____	_____	_____
Residential Sidewalk	SF	_____	_____	_____	_____
Concrete Pavement	SF	_____	_____	_____	_____
Asphalt Pavement	SF	_____	_____	_____	_____
Pavement Preservation	SF	_____	_____	_____	_____
Pipe/Conduit Trench	LF	_____		_____	_____
Service Laterals Trench	LF	_____		_____	_____
Curb, Curb and Gutter	LF	_____		_____	_____
AC Berm	LF	_____		_____	_____
Fence/Guard Rail	LF	_____		_____	_____
Other: (Specify Below)	_____	_____	_____	_____	_____

In consideration of the granting of this permit, the applicant agrees to indemnify the City of Barstow, its officers, employees, agents, and elected and/or appointed boards, and to comply with the insurance requirements, as more fully set forth in Encroachment Provisions of this application.

Applicants/Agent Signature: _____ Date: _____
 Contractor's Signature: _____ Date: _____

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE:

Contractor's Business Name

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference onto the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Barstow, its officers and employees, are included as Additional Insured.

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE
IN THE CITY OF BARSTOW, CALIFORNIA

The undersigned representative of the applicant hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE of the SSPWC**. Should Applicant be permitted for the work, the undersigned further certifies that Applicant can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:
.....
.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

