



Town of Yucca Valley  
 Community Dev./Public Works Dept. Engineering Division  
 58928 Business Center Drive  
 Yucca Valley, California 92284  
 Phone: 760-369-6575 Fax: 760-228-0084

**PERMIT NO. EP-** \_\_\_\_\_  
**Date Rec'd (Town Use Only)** \_\_\_\_\_  
**Corrections Rec'd (Town Use Only)** \_\_\_\_\_

ENCROACHMENT INTO RIGHT-OF-WAY       CONSTRUCTION IN THE RIGHT-OF-WAY       OTHER

**As part of Building Permit Process, which necessitates a utility cut in a road, the property owner will be required to hire a licensed contractor to repair the utility cut prior to the issuance of the Final Building Certificate of Occupancy, if the utility company does not perform final paving. Street repairs shall meet Town Ordinance 260.**

**This is a valid permit only when the application is complete, all fees and deposits have been paid, and it is signed by a Town Representative, the Applicant and Contractor. Original signatures only – No faxed or emailed copies.**

**1. APPLICANT INFORMATION**

_____	_____
Applicant/Owner Name	Street Address
_____	_____
Company / Utility Co. / Organization	City, State, Zip Code
_____	_____
Email Address	Home / Office / Cell Phone Number

<b>IF THE WORK OR USE AUTHORIZED UNDER THIS PERMIT IS NOT INITIATED WITHIN FIFTEEN (15) DAYS FROM THE DATE OF ISSUANCE, THEN THE PERMIT MAY BECOME VOID.</b>	
<b>THIS PERMIT EXPIRES SIXTY (60) CALENDAR DAYS FROM THE DATE OF ISSUANCE UNLESS ADDITIONAL TIME IS GRANTED AT THE TIME OF PERMIT APPLICATION, OR AN EXTENSION IS GRANTED.</b>  <b><u>ALL WORK MUST BE COMPLETED WITHIN SIXTY (60) CALENDAR DAY.</u></b>	
<b>IN THE EVENT THAT THE WORK IS DELAYED BEYOND THE EXPIRATION DATE, CONTRACTOR SHALL REQUEST AN EXTENSION.</b>	
<b>CONTRACTOR IS REQUIRED TO NOTIFY THE INSPECTOR (760)369-6575 X 303 A MINIMUM OF 48 HOURS BEFORE BEGINNING WORK</b>	

Please initial the area above before continuing to complete the permit application.

**2. CONTRACTOR INFORMATION**

_____	_____
Contractor Name	Street Address
_____	_____
Company Name	City, State, Zip Code
_____	_____
Contractor License Number and Class	Home / Office / Cell Phone Number
_____	_____
Email Address	24-hour Contact Number

**ACKNOWLEDGEMENT AND ACCEPTANCE**

I certify under penalty of perjury that I have read this application and state that the information herein is true; that I acknowledge, understand, and accept the standard provisions and special provisions of this permit, and that I will abide by all applicable Town Ordinances. I further agree to pay for removal and replacement of any additional items in excess of the amounts shown herein that may be cut or damaged as a result of any work accomplished under this permit. The Applicant and Contractor shall comply with all provisions of Underground Service Alert (Government Code § 4216) in regard to the contact of a regional notification center (1-800-227-2600) before excavating.

I also agree that if the permit expires, is revoked, or the project is vacated or abandoned, that I will immediately, and to the satisfaction of the Town, restore public places, street(s), right-of-way, easement(s), parkway(s) or other to the equivalent or better condition than it was on the date the permit was issued.

The Applicant, by signing below, agrees that any encroachment not place in the Town’s right-of-way, but property belonging to the Applicant, which is prior in time and/or right to the Town’s right-of-way, if any encroachment permit is issued interferes with the subsequent improvement, grading or realignment of the public right-of-way by the Town or other Town project, then the Applicant/Permittee and his successors or assigns will at his own expense remove such encroachment or relocate it at a location designated, or mutually agreed to, by the Town.

The Applicant and Contractor, by signing below, agree to the terms and conditions contained in the “PERMIT FOR WORK WITHIN THE TOWN RIGHT-OF-WAY - STANDARD PROVISIONS” attached, and hereby made a part of this encroachment permit.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

**PERMIT APPROVAL**

Subject to the provisions and requirements of Yucca Valley Ordinances, the standard provisions and any special provisions that are attached hereto, permission is hereby granted to enter and/or encroach within Town right-of-way for the purpose of performing indicated work or other work on-site at the designated location. This permit is to be strictly construed and no work other than that specifically mentioned herein is authorized hereby. Performance of the work shall be deemed to be acceptance by the applicant and contractor of all terms and conditions of this permit.

\_\_\_\_\_  
Signature of Town Designee

\_\_\_\_\_  
Date

**NOTE:**

**If the work or use authorized under this permit is not initiated within fifteen (15) days from the date of issuance, then the permit may become void.** Otherwise, this permit expires sixty (60) days from the date of issuance unless additional time is granted at the time of permit application, or an extension is granted.

DATE OF PERMIT EXPIRATION: \_\_\_\_\_

**INSTRUCTIONS**

**REQUIREMENTS:**

1. You must possess a California State contractor's license, proof of insurance on file with the Town, and a current Town business registration.
2. You must fill out an Encroachment Permit application. This is NOT THE ACTUAL PERMIT. The Application becomes a Permit upon its approval by the Town. No work is to be undertaken before issuance of the actual Encroachment Permit.
3. You must submit a sketch of the work area or one set of engineered plans for checking and approval along with the application. This should be done one to two weeks prior to the planned start of construction, to allow for checking and processing.
4. You will be assessed a permit processing fee and an inspection fee, based upon the Town's estimation of the amount/cost of the work to be performed.
5. Upon receipt of the signed Encroachment Permit, you must call for an inspection prior to backfilling, concrete pouring, paving, excavation, etc., at least 48 hours before the work is performed. You must supply your Encroachment Permit Number when requesting an inspection, and you must have your permit in your possession at the job site so that the inspector may sign it after he approves the work. You also must have at the job site any approved plans, grading permits, etc., for inspection.

1. LOCATION OF WORK: \_\_\_\_\_
2. APN / TRACT – LOT NO.: \_\_\_\_\_
3. DESCRIPTION OF WORK: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
4. SKETCH/PLANS SUPPLIED  YES  NO
5. EXCAVATION – LF LENGTH \_\_\_\_\_ BY \_\_\_\_\_
6. S.F. PAVEMENT CUT: \_\_\_\_\_
7. PERSON IN CHARGE OF WORK: \_\_\_\_\_ PHONE \_\_\_\_\_
8. ESTIMATED TOTAL COST/VALUE OF WORK: \$ \_\_\_\_\_
9. ESTIMATED START DATE OF CONSTRUCTION: \_\_\_\_\_
10. ESTIMATED COMPLETION DATE: \_\_\_\_\_

FEE CALCULATION (BY TOWN STAFF)

<u>INSPECTION FEE FOR</u>	<u>DIMENSIONS/DESCRIPTION</u>	<u>FEE</u>
DRIVEWAY APPROACH	_____	_____
SIDEWALK/C&G/WALL	_____	_____
RETAINING WALL	_____	_____
PAVEMENT PATCH	_____	_____
TRENCH EXCAVATION	_____	_____
UTILITY SERVICE CONN.	_____	_____
GRADING IN R.O.W.	_____	_____
OTHER	_____	_____
OTHER	_____	_____
	Application Fee	_____
	Total Permit Fee	_____

**INSPECTION REQUESTS CALL (760)369-6575 x 303 – 48 HOURS NOTICE REQUIRED**

**TOWN OF YUCCA VALLEY**  
**PERMIT FOR WORK WITHIN THE TOWN RIGHT-OF-**  
**WAY STANDARD PROVISIONS**

1. **Authority:** This Encroachment Permit is issued in accordance with Title 5 of the Town of Yucca Valley Municipal Code (YVMC), Chapter 12.60, Ordinance No. 260 (incorporated herein by reference).
2. **Effective Date:** This permit shall become effective when issued by the Administrative Authority. A copy shall be furnished to Permittee. If the work or use authorized under this permit is not initiated within fifteen (15) days of such date, then the permit may become void. Otherwise, this permit expires sixty (60) days from the date of issuance unless additional time is granted at the time of permit application, or an extension is granted.
3. **Limitations:** This permit does not constitute a lease, deed or grant of an easement, or a fee interest by the Town. It is not transferable or assignable, and is revocable at any time in accordance with Chapter 12.60. The use authorized by this permit is limited solely to the purposes set forth herein and, except as expressly herein provided. Construction, excavation or installation of structures without specific written Town approvals is not authorized. The Town reserves the right to alter, add and delete requirements for the work authorized and required under this permit.
4. **Responsible Party:** No party other than the named Permittee or their agent is authorized to work under any permit.
5. **Acceptance of Provisions:** It is understood and agreed by the Permittee that the performance of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments, and applicable provision(s) of the YVMC.
6. **Indemnification and Hold Harmless:** In consideration of the granting of this permit, the **APPLICANT(S)** and any contractors or subcontractors working on its behalf shall agree to defend, indemnify and hold harmless the **TOWN**, its agents, officers and employees, at his sole expense, against any action, claim or proceedings and all loss, damage, liability, claim, demand, suit, cost, expense, or obligation, whatsoever, including reasonable attorneys' fees, brought against the **TOWN** or its agents, officers or employees, elected and appointed boards, to attack, set aside, void, or annul this approval or because of the issuance of such approval of the encroachment permit, and/or the installation, construction, maintenance, use or operation of the work contemplated in the application for the encroachment permit, or which arises out of or is any way connected with the performance of any work under the permit, regardless of whether the Indemnitees reviewed and approved any plans or inspected any work or improvement, including the encroachment, and regardless of whether such maintenance, repair, replacement, construction or condition was affected or caused by the indemnitees, except as provided by law, or in the alternative, to relinquish such approval. The applicant shall reimburse the **TOWN**, its agents, officers, or employees for any court costs, and attorney's fees which the **TOWN**, its agents, officers or employees may be required by a court to pay as a result of such action. The **TOWN** may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve **APPLICANT(S)** of his obligations under this condition. The Town shall promptly notify the **APPLICANT(S)** of any claim, action or proceedings arising from the **TOWN'S** approval of this project, and the **TOWN** shall cooperate in the defense.

7. **Public Liability and Property Damage Insurance:** APPLICANT(S) agree(s), warrant(s), and covenant(s) at its/their own cost and expense, to procure and maintain during the construction of the project or improvement, and until all actions by the TOWN have been completed (such as final inspections and/or all conditions required by said permit or license have been fully and completely complied with relating to said activity, project, or improvement). APPLICANT(S) shall maintain Commercial General Liability Insurance no less broad than Insurance Services Office (IS) form CG 00 01 with minimum limits of

\$1,000,000 per occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. If APPLICANT(S) maintains higher limits than the specified minimum limits, TOWN requires and shall be entitled to coverage for the higher limits maintained by APPLICANT(S). The TOWN shall be endorsed (ISO Form CG 20 12 or 20 26 or their equivalents) as an additional insured for liability arising out of operations performed by or on behalf of the APPLICANT(S) for which a permit has been issued. The insurance provided shall be primary to, and non-contributory with any insurance or self-insurance maintained by the TOWN. The policy shall cover inter-insured suits and include a separation of insureds or severability clause APPLICANT(S) shall maintain Automobile Liability Insurance with minimum limits of

\$1,000,000 combined single limit per accident. Coverage shall apply to all owned, hired and non-owned vehicles. APPLICANT(S) shall maintain Workers Compensation and Employers' Liability Insurance with statutory limits as required by the Labor Code of the State of California. Employers Liability limits of

\$1,000,000 per accident, \$1,000,000 disease per employee, \$1,000,000 disease per policy. All required insurance must all be submitted with the application. The TOWN Risk Manager may waive the requirement for insurance when it is reasonable and appropriate to do so.

8. **Revocation: STOP WORK AND/OR CANCELLATION OF PERMIT:** The Administrative Authority shall be authorized to stop work on any permit if any of the following occur:
1. Unsafe working conditions to either the general public or workers on-site.
  2. Substandard work.
  3. Nuisances such as dust, debris or mud are deposited on Town streets and not cleaned in a timely manner.

If the above conditions occur on a recurring basis the Administrative Authority is authorized to cancel the permit.

9. All provisions of this permit are continuous for the life of the project. Failure to conform may be grounds for revoking the permit. If the permit is revoked, the Contractor shall cease all work within the public right-of-way until such time as a new permit is issued. Issuance of a new permit may be subject to repayment of fees. In the event that the work is delayed beyond the expiration date, Contractor shall request an extension. Time extensions before the expiration date will be granted without additional cost.
10. **License Required:** Excepting for work by regular full time employees of the United States, or the State of California, and those regular employees of utility companies, special districts, and County of San Bernardino personnel, all work done with the right-of-way of the Town shall be performed by contractor(s) licensed by the State of California, working within the area of expertise authorized by their license, and as required by the Town.

11. **Work Details:** Permittee's proposed work within Town's right-of-way shall be in accordance with the drawing bearing the Town's signed approval. This drawing is attached and is hereby made a part of this permit.
12. **Standards of Construction/Standard Specifications:** All work performed within the public right-of-way shall conform to recognized standards of construction; the current Town of Yucca Valley Standard Plans, Standard Specifications for Public Works Construction (Greenbook), latest edition, and these Conditions and Specifications. Any deviation from said requirements must be approved in writing by the Town Engineer. Caltrans standards may apply as determined by the Town Engineer.
13. **Fees and Deposits:** Permittee will pay the fees, deposits and other securities to the Town as shown on this permit before the permit is issued. Permittee and all separate authorized contractor(s)/sub-contractor(s) shall also apply for and obtain a Town Business Registration for business operations within the Town of Yucca Valley.
14. **Keep Permit on the Work Site:** The Encroachment Permit and approved plans or a copy thereof shall be kept at the site of the work and must be shown to any representative of the Town or any law enforcement officer on demand. **WORK MAY BE SUSPENDED IF PERMIT IS NOT AT JOBSITE.**
15. Minimum compaction of trench backfill shall be 90%, except for the top 12" of backfill beneath the pavement, which shall be 95%. Minimum compaction outside of paved roadway shall be 90%.
16. Existing pavement to be removed shall be sawcut. Unless otherwise approved by the Town Engineer final replacement paving shall consist of 4" thick (minimum) hot mix (Type B, PG 70-10, 3/4" maximum). Width of pavement resurfacing shall be a minimum of 4' wider (2' each side) than the width of the trench. Final paving surface shall be per Town Standard Drawing No. 241). Applicant shall be responsible for the trench for the life of the trench.
17. Subject to prior approval by Town Engineer, temporary "cold mix" patching may be used. Minimum thickness of temporary cold mix shall be 3". Duration of temporary patch shall be as approved by the Town Engineer. Maintenance of temporary patching shall be the responsibility of the Applicant. Cold mix shall be SC800 or as otherwise approved by the Town Engineer. Hot mix overlay shall be Type B, AR4000, 3/4" maximum.
18. Applicant shall provide for compaction testing for all backfill by a licensed engineer or testing laboratory. A minimum of one test shall be taken for each 300' of trench or fraction thereof. Additional testing may be required by the Town Engineer based on actual conditions or completeness of the compaction efforts.
19. All existing landscaping and native plants are to be protected in place. Prior to backfilling the trench, the contractor shall notify the Town Engineer for inspection of the impact, if any, on any existing Joshua trees within the construction zone. Any damage to Joshua trees by the contractor shall require replacement of the trees under separate permit.
20. Contractor shall submit his proposed work schedule for review by the Town Engineer prior to issuance of the encroachment permit and shall notify the Town Engineer in the event of any deviation from the schedule. Contractor shall notify Town 24 hours prior to beginning work and within 48 hours of completing work.
21. **Other Required Permits:** The party or parties to whom a permit is issued shall, whenever by law, secure the written authorization for any work that must be approved by the State of California, CAL- OSHA, Army Corps, Department of Fish and Wildlife, San Bernardino County Flood Control/Transportation, Caltrans, or any other agency having jurisdiction. Failure to comply with

the law, as noted above, will invalidate the Town permit. A new permit application will be required after proof is provided that all required authorizations have been obtained.

22. **Excavation:** All excavation requires prior notification of such activity. Permittee must contact Underground Service Alert (USA) at 811 or (800) 227-2600 to verify underground utility locations. Failure to do so will result in suspension of this permit. The permit will be reinstated after proof of USA verification has been provided to the Town. A copy of the USA ticket is to be kept at the job site with the permit. Contacting USA does not relieve the contractor from his responsibility to determine location and depth of buried utilities or repair of buried utilities damaged by his operation. The Town is not notified by USA regarding requests for traffic signal conduit locations. A request must be made directly to the Town Engineer regarding the location(s). Such requests must be made a minimum of seven (7) days in advance of any excavation.
23. **Inspection and Approval by the Department:** All work shall be subject to monitoring, inspection and approval by the Administrative Authority. **WORK DONE WITHOUT INSPECTION MAY BE REQUIRED TO BE REMOVED AND BE RECONSTRUCTED AT PERMITTEE'S SOLE COST AND EXPENSE.** The Permittee shall request a final inspection and acceptance of the work. Permittee shall not accept and release his Contractor for the work authorized or required by this permit before securing the approval of the Town.
24. **Notice Prior to Starting Work:** Before starting work under the Encroachment Permit, the Permittee shall notify the Engineering Inspection Section representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) days, an additional two (2) working days of the notification is required before restarting work. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the Department's representative.
25. **Protection of the Town's Structures or Property:** Permittee shall be responsible and liable for any and all damages to Town's structures or property, due directly or indirectly to Permittee's occupation and use of Town lands pursuant to this permit, and shall promptly pay any just claim therefore. Permittee shall assume the defense of and indemnify and save harmless the Town, its officers, and employees from all claims, loss liens, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Permittee's occupation and use of Town lands pursuant to this permit.
26. **As-Built Records:** Permittee shall provide Town with As-Built drawings within fifteen (15) days after the work completion.
27. **Work Hours:** Hours of operation shall be 7AM to 5PM, Mondays through Fridays only. There shall be no start-up of machines or equipment before 7:00AM, nor shall there be any cleaning or servicing of machines or equipment past 5PM, Mondays through Fridays. There shall be no noise generating activity between 5:00PM and 7:00AM each day and on Saturdays and Sundays. Exceptions to these restrictions may be granted by the Town Engineer for one of the following reasons:
  - a) Emergency work.
  - b) Work during inclement weather.
28. **Provisions for Pedestrians:** Where facilities exist, a minimum sidewalk and/or bike path width of four feet (4') shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed



at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.

29. **Protection of Traffic:** Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of the California Manual on Uniform Traffic Control Devices issued by Caltrans. Nothing in the permit is intended, as to third parties, to impose on Permittee any duty, standard of care, greater than or different than the duty or standard of care imposed by law. All traffic control plans, including lane closure plans, shall be reviewed and approved by the Town prior to implementation. There shall not be traffic interruptions between 5:00 p.m. to 7:00 a.m. and during weekends. During construction operation, at least one lane of traffic in each direction shall be left open at all times. NOTE: Lane closures will not be permitted during rain events without prior approval by the Town Engineer. Driveway access to fronting and adjacent properties shall be maintained at all times.
30. **Minimum Interference with Traffic:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The Permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the instructions to Flagging Instructions Handbook and/or California Manual on Uniform Traffic Control Devices issued by Caltrans.
31. **No Parking Signs:** No Parking signs may be posted only for the day(s) of actual work through the length of the no parking zone. No Parking signs shall be removed on day(s) when parking restriction is not required **No Parking signs must be posted at least 72 hours in advance of the effective time.**
32. **Erosion and Sediment Control:** Permittee shall comply with the requirements and best management practices as required by the State of California. This includes protection of all catch basins and drainage facilities in the vicinity of construction, maintenance of existing flow lines and curb drainage.
33. **Care of Drainage:** If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provision shall be made by the Permittee to provide established drainage patterns and flows.
34. **Making Repairs:** In every case, the Permittee shall be responsible for restoring to its former condition, as nearly as may be possible, any portion of the Town street facility which has been excavated or otherwise disturbed by Permittee. The Permittee shall maintain the surface over facilities placed under any permit. If the right-of-way is not restored as herein provided for, or if the Town elects to make repairs, Permittee agrees by acceptance of this permit to bear the actual cost thereof.
35. **Sidewalk Access Ramps:** If Permittee damages, alters or replaces any portion of an existing sidewalk ramp, Permittee shall be required to reconstruct the existing access ramp in compliance with current ADA standards.
36. **Monument Preservation:** Permittee shall not disturb any existing survey monuments within the Town right-of-way. Monuments that are disturbed/removed shall be restored/replaced in accordance with the provisions of Section 8771 of the State of California Business and Professional Code at no cost to the Town. No monument set for the purpose of locating or preserving the lines of any street or property subdivision; including precise survey reference points or permanent survey bench marks within the

Town shall not be removed or disturbed by any person who has not first filed a corner record for such removal or disturbance. Permission to remove, disturb, or replace monuments shall only be granted upon the condition that the removal, disturbance or replacement of any monument be done under the supervision of a registered civil engineer authorized to practice land surveying or a license land surveyor. Any expenses incurred by the Town for the proper placement/replacement of monuments shall be paid by the Permittee.

37. **Clean Up Right-of-Way:** Surplus dirt, debris, rocks or building materials shall be contained during permit work and the site cleaned daily to reduce the possibility of materials being carried off-site by runoff. Materials shall not be placed in such a manner which might result in the blockage of any drainage structure or channel.

Throughout all phases of construction, including suspension of work, the Permittee shall keep the work site clean and free from rubbish and debris. The Permittee shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary. The use of water resulting in mud on roads or drainage facilities will not be allowed as a substitute for sweeping or other measures. All soil and construction material shall be removed prior to that portion of the road being made available to traffic.

38. **Cost of Work:** Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the right-of-way pursuant to this permit shall be borne by the Permittee, and Permittee hereby waives all claims for indemnification or contribution from the Town for such work.
39. **Warranty:** All improvements, construction, reconstruction, repairs and other work performed within the Town's right-of-way shall be warranted to be free from defects for a minimum period of one (1) year after the Town's final inspection and acceptance. Permittee shall undertake necessary corrective work and repairs within ten (10) working days of receipt of Town's notice of defective work and shall complete repairs and corrective work diligently.
40. **Hazardous Materials:** Permittee, at its sole cost and expense, shall be responsible for proper containment, handling, and disposal of any hazardous material found and/or released by Permittee's operation, even if due to unforeseen conditions. Permittee shall notify the Town and the County Department of Public Health immediately upon discovery of any suspected hazardous material and shall undertake necessary protective work to safeguard public health and welfare.
41. **Trenching Footage:** Maximum length of trench shall be limited to 500 feet. Up to 500 feet of lane closure to set up traffic control devices will be allowed. Additional trenching will be allowed only after the previous trench area is properly backfilled and paved.
42. **Trench Plates:** All trench plates proposed to be in place longer than 24 hours shall be reviewed and approved prior to placement. Trench plates shall be tack-welded to prevent movement and shall be recessed to match the existing roadway surface, as required by the Inspector. If rain is forecast, plates shall have non-skid surface.
43. **Storage in Town Roads:** There shall be no equipment or materials stored or stockpiled in road right-of-way. Equipment and materials shall be removed from road right-of-way when not in use and at the end of each working day, except as approved by the Administrative Authority. Offsite storage locations must be approved by the Town and proof of property owner approval supplied to the Town prior to occupation of the site.

44. **Noise, Dust and Debris:** Each Permittee shall carry out encroachment work in a manner which will avoid unnecessary inconvenience to the general public and occupants of neighboring property and the Permittee shall take all practicable measures to reduce noise, dust and debris. Hours of restricted operation have been established and shall be adhered to unless otherwise approved by the Administrative Authority.
45. No Street may be closed to through traffic without the prior approval of the Town Engineer. A minimum of one lane of traffic shall be maintained at all times for the adjoining property owners and for emergency vehicles. If approval for full street closure is given, the Contractor shall be responsible for notifying all emergency response agencies of the location and duration of the closure.
46. Applicant or Contractor shall provide documentation for the disposal of all A.C. pavement removed in conjunction with his project.
47. No water boring shall be allowed in the public right of way without prior approval by the Town Engineer.



**TOWN OF YUCCA  
VALLEY HOLD  
HARMLESS AND  
INSURANCE  
AGREEMENT  
FOR ENCROACHMENT PERMIT**

The parties to this Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ are:

- 1) **TOWN OF YUCCA VALLEY** (herein referred to as TOWN), and
- 2) **OWNER(S)/DEVELOPER(S)/CONTRACTOR(S)** (hereinafter referred to as **APPLICANT(S)**).

WHEREAS, **APPLICANT(S)** propose(s) to construct or develop certain improvements more particularly described as: \_\_\_\_\_

\_\_\_\_\_ at the following address(es) within the town: \_\_\_\_\_

\_\_\_\_\_, and

WHEREAS, **APPLICANT(S)** propose(s) to apply to **TOWN** for certain permits, licenses and approvals including, but not limited to, encroachment permits, building permits, business licenses, zoning approval, including conditional use permits, applications for variances, design review approvals, as well as other permits, licenses and approvals: and

WHEREAS, **TOWN**, proposes to provide, where appropriate, certain permits, licenses and approvals:

NOW, THEREFORE, the parties agree as follows:

(1) **TOWN** shall provide, if and when appropriate under municipal, state and federal law, certain permits, licenses and approvals as necessary to permit the **APPLICANT(S)** to complete the above- described project or improvement.

(2) **APPLICANT(S)** shall agree to defend, indemnify and hold harmless the **TOWN**, its agents, officers and employees, at his sole expense, against any action, claim or proceedings brought against the **TOWN** or its agents, officers or employees, to attack, set aside, void, or annul this approval or because of the issuance of such approval, or in the alternative, to relinquish such approval, in compliance with the Town of Yucca Valley Development Code. The applicant shall reimburse the **TOWN**, its agents, officers, or employees for any court costs, and attorney's fees which the **TOWN**, its agents, officers or employees may be required by a court to pay as a result of such action. The **TOWN** may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve **APPLICANT(S)** of his obligations under this condition. The Town shall promptly notify the **APPLICANT(S)** of any claim, action or proceedings arising from the **TOWN'S** approval of this project, and the **TOWN** shall cooperate in the defense.

(3) **APPLICANT(S)** agree(s), warrant(s), and covenant(s) at its/their own cost and expense, to procure and maintain during the construction of the project or improvement, and until all actions by the **TOWN**

have been completed (such as final inspections and/or all conditions required by said permit or license have been fully and completely complied with relating to said activity, project, or improvement), a Policy of Liability Insurance, naming **TOWN OF YUCCA VALLEY**, its authorized agents, officers, and employees as additional insured by an endorsement to the policy form CG 20 10 10 93- ADDITIONAL INSURED, OWNERS, LESSEES OR CONTRACTORS (FORM B) with the following minimum requirements: \$1,000,000.00 combined single limit, or higher, as the Town Council may see fit and providing a copy of such endorsement to the **TOWN**. Also required are Automobile Liability and Workers Compensation and Employers' Liability, which must all be submitted with the application. The **TOWN** Risk Manager may waive the requirement for insurance when it is reasonable and appropriate to do so.

(4) **APPLICANT(S)**, prior to receipt of any permits, licenses or approval of any type whatsoever from the **TOWN**, shall deposit with the **TOWN** a certificate satisfactory to **TOWN** evidencing such insurance.

(5) The parties do not intend by the Agreement to limit the **TOWN's** authority and discretion to refuse or revoke, where appropriate, or condition, where appropriate, the granting of any permit, license or approval to **APPLICANT(S)**.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**APPLICANT(S)**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**APPLICANT(S)**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**TOWN OF YUCCA VALLEY**

POLICYNUMBER

COMMERCIAL GENERAL LIABILITY CG 2026  
0704

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED- DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

### ENCROACHMENT PERMIT SITE SKETCH

APPLICANT SHALL ATTACH PLANS TO THE ENCROACHMENT PERMIT ILLUSTRATING WORK TO BE ACCOMPLISHED OR AT A MINIMUM SHOW INTENDED WORK ON THE FOLLOWING STREET SKETCH.

The diagram illustrates a street layout with a central 'STREET NAME' and two 'SIDE STREET NAME' branches. It shows 'PROPERTY LINE' boundaries, 'CURB AND GUTTER (IF EXISTING) OR EDGE OF PAVEMENT', and 'SIDEWALK (IF EXISTING)'. A 'DIM.' line indicates a specific measurement. An 'ADDRESS' is also marked. The sketch is enclosed in a box with the title 'ENCROACHMENT PERMIT SITE SKETCH' at the top.

**ENCROACHMENT PERMIT  
SITE SKETCH**

**NOTES:**

1. SHOW NORTH ARROW, STREET AND SIDEWALK (IF EXISTING) WIDTHS.
2. MAXIMUM SCALE IS 1"=40'.
3. LARGE PROJECT REQUIRE 24X36 INCH ENGINEERED SHEETS



**TOWN OF YUCCA VALLEY**

**SURVEY  
MONUMENTATION  
LOCATION/PRESERVATI  
ON**

**If so, determined by the Town Engineer, the following information must be supplied for projects within the street right of way. If this form is required it MUST be completed prior to the start of construction and filed with the Town Engineer to allow sufficient time review prior to the start of construction.**

Existing survey monumentation with the Town rights of way must be preserved. Monumentation includes both monumentation readily found on the surface as well as monumentation under existing pavement and/or dirt. The contractor doing work within the road right of way is expected to do a thorough search for both exposed and buried survey monuments which might be disturbed during construction. Monuments may include, but are not necessarily limited to, iron pipes with or without surveyor's tags, "gin" spikes, copper welds and redwoodstakes.

Pursuant to State law, monuments which will be disturbed during construction must be tied-out, a pre-construction Corner Record filed with the County Surveyor's office and after construction is complete a post-construction Corner Record filed (under certain conditions only one Corner Record may be required). Corner Records **MUST** be done by a Licensed Surveyor or a Registered Civil Engineer authorized to practice surveying.

If it is found that a thorough search was not complete, and monuments were not tied out and subsequently destroyed, then the encroachment permit may be revoked and the permit holder fined for a misdemeanor violation under Section 605 of the State Penal Code, the monument(s) will be required to be replaced at the permit holder's expense, and a notice filed with the State Board of Registration against the surveyor/engineer signing this form.

Project Address: \_\_\_\_\_

Or

Street: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

Encroachment Permit Holder: \_\_\_\_\_

Name

Address

Not applicable, no monuments being disturbed.

\_\_\_\_\_ By (permit holder)

**If monuments are being disturbed the following page will need to be completed.**



**Limits are one block maximum per form**

Monuments Found:  Yes  No Number: \_\_\_\_\_

Method used to search (i.e. visual search, metal detector, etc.): \_\_\_\_\_

Records researched to determine possible locations (i.e. tract maps, parcel maps, corner records, etc.)

Tract Maps  Yes  No

Parcel Maps  Yes  No

Records of Survey  Yes  No

Corner Records  Yes  No

Other \_\_\_\_\_

Corner Record(s) filed/submitted:  Yes  No

Anticipated submittal date if in process \_\_\_\_\_

(Records of Surveys may replace corner records)

\_\_\_\_\_

By

LS/RCE Number: \_\_\_\_\_

STAMP