



ENCROACHMENT PERMIT APPLICATION

PERMIT NO. _____

Applicant's Name: _____ Phone No.: _____

Agency/Firm Name: _____

Mailing Address: _____ City: _____ Zip Code: _____

Project Location:

Description of Work (i.e. Sidewalk, Curb & Gutter, Driveway, Excavation, Pipeline, etc.) Emergency Repair

Building Permit No. (If applicable): _____

Two sets of plans (8 1/2" by 11") shall be attached showing all dimensions and locations of work with relationship to sidewalk, property lines, and street center lines.

Starting Date: _____ Completion Date: _____

The Applicant agrees, as part of and in connection with each any and any of the application(s), to defend, indemnify, and hold harmless the City of Holtville ("City") and its officers, contractors, consultant's, attorney's, employees and agents from any and all claim(s), action(s), or proceeding(s) brought against the City or its officers, contractor's, consultants, attorney's, employees, or agents to challenge, attack, set aside, void, or annul any approvals issued in connections with any of the above described application(s) by the City.

The Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

After review and consideration of all of the foregoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Applicant Signature

Date

FOR OFFICE USE ONLY

<u>Approvals</u>					
Planning	<table border="1"> <tr> <td>Initials</td> <td>Date</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Initials	Date		
Initials	Date				
Engineering	<table border="1"> <tr> <td>Initials</td> <td>Date</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Initials	Date		
Initials	Date				

City of Holtville Encroachment Permit Terms and Conditions

1. **ACCEPTANCE OF PROVISIONS.** Permittee's engagement in any activity under this permit shall constitute an acceptance of provisions.
2. **KEEP PERMIT ON THE JOBSITE.** This Permit shall be kept at the site of the work and must be shown to any representative of the District.
3. **ENCROACHMENT ON CITY RIGHT OF WAY ONLY.** This Permit only relates to encroachment on the City's right away. The City has title to the right of way based upon recorded right of way deeds and/or implied dedication. This permit does not address encroachment on the real property or right to real property belonging to any other entity. The City makes no warranty concerning this encroachment and the real property, or the right to real property to any other entity. Permittee places this encroachment at its own risk.
4. **ADDITIONAL AUTHORIZATION.** Permittee shall secure written authorization, order or consent, prior to the performance of any work hereunder, from any private or public entity, or other lawful authority which may pertain to the use of right away or real property and the type of activity for which this permit is granted. This Permit shall be suspended in operation unless and until such authorization, order or consent is obtained.
5. **MAINTENANCE.** Permittee shall exercise reasonable care to maintain properly any encroachment placed by it in the right of way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way as a result of activities performed under this permit, including any and all damage to the right of way which would not have occurred had such work not been done or such encroachment not placed therein. The City shall not be held responsible for any damage to any improvements or facilities installed by Permittee under this permit, whether said damage is caused by the City or its agent or otherwise.
6. **CLEAN UP RIGHT OF WAY.** Upon completion of any activity under this permit, the job site and surrounding area shall be placed in the same condition or better than it was immediately prior to work, for example, all brush, timber, scraps trash and material shall be entirely removed and the right of way left in as presentable condition as before work started. In instances where work affects City facilities (sidewalks, roadway pavement), the surrounding area must be returned to current City standards.
7. **CONSTRUCTION.** All construction activity pursuant to this permit shall conform to recognized construction. All of the work shall be done subject to the supervision of, and to the satisfaction of, the City of Holtville.
8. **FUTURE MOVEMENT OF WORK OR INSTALLATION.** Whenever the City desires to construct, reconstruct or do maintenance work on City facilities on the right of way, or to use the right of way for any purpose, the Permittee shall, upon request of the City, immediately move, remove, relocate or otherwise change, any improvements, work or installation on the right of way, all at the sole expense of the Permittee.
9. **INDEMNITY.** The Permittee shall, to the fullest extent permitted by law, indemnify and save the City free and harmless of and from all claims, demands, losses, and liability, including cost and legal fees, arising directly or indirectly out of obligations undertaken in connection with this permit, excepting only claims arising from the sole negligence or misconduct of the City.
10. **INSURANCE.** At any time, at the judgment of the City, Permittee may be required to obtain commercial general liability insurance, naming Permittee as insured and the City as additional insured, with total limits of any amount up to \$1,000,000 per occurrence and \$2,000,000 general aggregate. Permittee's failure to obtain such insurance when required shall be a material breach of this permit.
11. **BOND.** At any time, at the judgment of the City, Permittee may be required to obtain a bond, in an amount equal to the value of work or improvements constructed or activities performed by Permittee. Permittee's failure to provide a bond when requested shall be a material breach of this permit.
12. **NO HAZARDOUS MATERIALS/WASTE OR SPILLS.** Storage and/or disposal of any hazardous material(s) or hazardous waste(s) on to this right of way are expressly forbidden. Any spills of a hazardous material or hazardous waste used or produced during the permitted activity is to be cleaned up immediately by the Permittee, at their expense. The City has the absolute right to immediately suspend an operation that does not adhere to these requirements, or is found in violation of any Local, State, or Federal Environmental Regulations, until the problem is adequately or completely resolved.
13. **AS BUILT DRAWINGS.** On all permits affecting City pipelines and facilities, Permittee shall submit As-Built Drawings within 30 days of completing the work.
14. **NOTIFICATION.** Permittee shall notify the City of Holtville at (760) 356-2912 at least 48 hours prior to start of work.
15. **PRECEDENCE.** The terms of this encroachment permit take precedence over and supersede all other agreement between the City and Permittee concerning the obligations undertaken in connection with this permit.
16. **ENVIRONMENTAL.** The Permittee shall comply with and abide by all federal, state and local environmental laws, rules regulations and guidelines applicable to the site of the work or activities for which this permit is granted. Permittee's failure to fulfill this provision shall be a material breach of this permit. The City shall not be held responsible for any violation or non-compliance by Permittee of any and all applicable laws, rules, regulation and guidelines pertaining to environmental issues in the performance of the work or activities under this permit. These issues include but are not limited to: wildlife habitat; rare, threatened, endangered or species of special concern; sensitive vegetation, air and water quality, cultural resources, etc., their impacts, and mitigation thereof.