

## **ENCROACHMENT AND REVOCABLE PERMIT FOR MONITORING WELL APPLICATION INSTRUCTIONS**

### **THE FOLLOWING PERMITS ARE REQUIRED TO INSTALL MONITORING WELLS. Preparation of Application**

#### **REQUIREMENTS**

1. Type or neatly print all information in blanks on the "ENCROACHMENT PERMIT APPLICATION - CONSTRUCTION."
2. Type or neatly print all information in blanks on the "REVOCABLE PERMIT APPLICATION."
3. Prepare a site plan that is neat, legible, and clearly demonstrates the proposed monitoring well locations. Multiple site plans may be included if the proposal covers multiple areas or for other reasons.
4. Provide a Traffic Control Plan demonstrating the traffic control measures that will be implemented to alert vehicular and pedestrian traffic to the work. Several sample traffic control plans can be found [here](#). You can include one or more appropriate to your work.
5. Provide copy of issued County Health Permit for the well(s).
6. Provide proof of liability insurance as directed by attached requirements and sample. This must be insurance from the entity listed as the owner. Contractor insurance is not acceptable.
7. Permit fee. See our current [Fee Schedule](#).

---

#### **SUBMISSION TO THE CITY**

After the applicant has completed the above items, the following shall be submitted via email to [DE@cityofsacramento.org](mailto:DE@cityofsacramento.org). Alternatively, it may be submitted at our public counter at 300 Richards Blvd., 3rd Floor

**Completed "Encroachment Permit Application - Construction"**

**Completed "Revocable Permit Application and Permit Form"**

**Site Plan**

**Traffic Control Plan**

**Approved County Health Permit**

**Proof of insurance (ACCORD & ADDITIONAL INSURED ENDORSEMENT)**

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED  
AND WILL BE RETURNED TO THE APPLICANT**

<b>eCAPS #</b>	<b>MINOR ENCROACHMENT PERMIT APPLICATION CONSTRUCTION</b>	<b>Permit # ENC</b>
----------------	---	-------------------------

<b>O W N E R</b>	NAME / POINT OF CONTACT	PHONE	EMAIL		
	BUSINESS NAME				JOB NO. / WORK ORDER NO.
	MAILING STREET ADDRESS		CITY	STATE	ZIP

<b>C O N T R A C T O R</b>	BUSINESS NAME				LICENSE NO.
	MAILING STREET ADDRESS		CITY	STATE	ZIP
	CONTRACTOR POINT OF CONTACT	PHONE	EMAIL		

<b>S I T E</b>	LOCATION OF WORK		EXAMPLES: - 1234 MAIN ST, SACRAMENTO, CA 95814 - MAIN ST BETW 1 <sup>ST</sup> ST AND 4 <sup>TH</sup> ST - BOUND BY 10 <sup>TH</sup> ST, 14 <sup>TH</sup> ST, U ST AND X ST		
	START DATE (APPROXIMATE)	# OF WORKING DAYS IN PUBLIC ROW	NOTE: BE AS ACCURATE AS POSSIBLE. THIS IS USED TO INVOICE FOR EXPECTED INSPECTION HOURS. DO NOT USE GENERAL 30/60/90 DAYS.		
	GENERAL DESCRIPTION OF WORK (EXAMPLE: NEW WATER & SEWER TAP, INSTALL ALLEYWAY SIGNS, TRENCH/INSTALL 180 FEET OF ELEC CONDUIT, ETC)				

<b>S C O P E O F W O R K</b>	SEPARATE REVOCABLE PERMIT BEING SUBMITTED FOR THESE ELEMENTS: <input type="checkbox"/> BENCH <input type="checkbox"/> BIKE RACK <input type="checkbox"/> MONITORING WELL <input type="checkbox"/> SIGN <input type="checkbox"/> SIGN TOPPER <input type="checkbox"/> OTHER: _____						
	<input type="checkbox"/> SIDEWALK / DRIVEWAY	WIDTH (ft)	LENGTH (ft)	DEPTH (in)	MATERIAL (Concrete/Asphalt)		
	<input type="checkbox"/> CITY OR COUNTY CONNECTIONS / TAPS	INCLUDE BOTH AGENCY AND FACILITY IN DESCRIPTION. FOR EXAMPLE: 'CITY WATER' OR 'SASD SEWER'.					
		DESCRIPTION	DIAMETER (in)	LENGTH (ft)	MATERIAL	TAP TYPE	INSTALL METHOD
		DESCRIPTION	DIAMETER (in)	LENGTH (ft)	MATERIAL	TAP TYPE	INSTALL METHOD
	<input type="checkbox"/> NON-CITY UTILITY	UTILITY COMPANY (SMUD/PG&E/ETC)		WORK TO BE PERFORMED <input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> BELOW GROUND <input type="checkbox"/> BOTH			
		<input type="checkbox"/> UNDERGROUND LINE	LINE TYPE	DIA (in)	LENGTH (ft)	MATERIAL	INSTALL METHOD
		<input type="checkbox"/> UNDERGROUND STRUCTURE	TYPE (MH/PB,ETC)		DESCRIPTION		
		<input type="checkbox"/> ABOVE GROUND STRUCTURE OR LINES	DESCRIPTION				
	<input type="checkbox"/> ROADWAY TRENCHING	WIDTH	LENGTH		DEPTH		
<input type="checkbox"/> SMALL CELL SITE	NAME	CITY POLE No.	PRIVATE POLE OWNER	ADDITIONAL INFO			
<input type="checkbox"/> BANNERS	APPLICANT	TOTAL NO.	DATE RANGE		<input type="checkbox"/> MAP INCLUDED <input type="checkbox"/> REV PERMIT REQ.		
<input type="checkbox"/> OTHER	DESCRIPTION						

**RELATED BUILDING / PW PERMITS:** \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

By signing this application, Owner agrees to comply with the requirements of Sacramento City Code Chapter 12.12. The Code can be found at: <http://www.qcode.us/codes/sacramento/>.

**Final Processing:**

1. Owner and Contractor will be notified by email or phone call when permit has been approved.
2. Approved permits will remain active a maximum of 60 calendar days from approval date or until the Estimated Start Date listed, whichever occurs first.
3. Contractor is required to contact the Construction Inspection Help Desk at 916-808-6810 a minimum of 1 week prior to the requested start date of work to schedule a preconstruction meeting.
4. If Contractor has not called the Construction Inspection Help Desk as required by #2 and #3 above, the permit status will change to EXPIRED.
5. The Owner or Contractor may request the City to delay the start date of the project, request an extension of the project duration, or make other modifications to the application by submitting the request in writing by sending an email to [Encroachments@cityofsacramento.org](mailto:Encroachments@cityofsacramento.org). Please include the project address and ENC # in the Subject Line of the email.

**STAFF USE ONLY**

PERMIT DEPOSIT \$	CITY APPROVER	RECEIVED DATE	APPROVED DATE
----------------------	---------------	---------------	---------------

<b>A D D I T I O N A L  I N F O</b>	<input type="checkbox"/> CERTIFICATE OF INSURANCE	<input type="checkbox"/> GENERAL LIABILITY - \$500K COMBINED SINGLE LIMIT <input type="checkbox"/> STANDARD ACCORD FORM ON COMPANY LETTERHEAD <input type="checkbox"/> SIGNED BY AGENT <input type="checkbox"/> CITY OF SACRAMENTO LISTED AS CERTIFICATE HOLDER <input type="checkbox"/> CITY OF SACRAMENTO, ITS OFFICIALS, AGENTS, EMPLOYEES & VOLUNTEERS LISTED AS ADDITIONAL INSURED <input type="checkbox"/> ADDITIONAL INSURED ENDORSEMENT <input type="checkbox"/> A.M. BEST GUIDE RATING OF A-VII OR BETTER <input type="checkbox"/> ISSUE DATE, POLICY'S EFFECTIVE DATE, EXPIRATION DATE LISTED				
	<input type="checkbox"/> OTHER AGENCY PROJECT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">AGENCY NAME</td> <td style="width: 40%;">RECORD DRAWING / AS-BUILT REQUIRED</td> </tr> <tr> <td></td> <td style="text-align: center;"><input type="checkbox"/> YES   <input type="checkbox"/> NO</td> </tr> </table>	AGENCY NAME	RECORD DRAWING / AS-BUILT REQUIRED		<input type="checkbox"/> YES <input type="checkbox"/> NO
	AGENCY NAME	RECORD DRAWING / AS-BUILT REQUIRED				
		<input type="checkbox"/> YES <input type="checkbox"/> NO				
<input type="checkbox"/> BOND REQUIRED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">CONSTRUCTION COST</td> <td style="width: 40%;">BOND AMOUNT</td> </tr> </table>	CONSTRUCTION COST	BOND AMOUNT			
CONSTRUCTION COST	BOND AMOUNT					
<input type="checkbox"/> REVOCABLE PERMIT REQUIRED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">REV PERMIT NUMBER</td> <td style="width: 40%;">DATE APPROVED</td> </tr> </table>	REV PERMIT NUMBER	DATE APPROVED			
REV PERMIT NUMBER	DATE APPROVED					

<b>eCAPS #</b>
----------------

<b>Permit #</b>
-----------------

## REVOCABLE PERMIT APPLICATION

**PERMITEE / PERMIT HOLDER**

<b>P E R M I T E E</b>	OWNER'S NAME	PHONE	EMAIL		
	BUSINESS NAME (IF APPLICABLE)				
	MAILING STREET ADDRESS	CITY	STATE	ZIP	

**PRIMARY CONTACT (IF DIFFERENT FROM PERMITEE)**

NAME	PHONE	EMAIL
------	-------	-------

**PROJECT SITE INFORMATION**

<b>S I T E</b>	SITE ADDRESS		
	PRIMARY STREET (IF NOT TIED TO AN ADDRESS)  _____	<input type="checkbox"/> INTERSECTION OF <input type="checkbox"/> BETWEEN <input type="checkbox"/> BOUND BY	ST. 1: _____ ST. 2: _____ ST. 3: _____ ST. 4: _____

**SCOPE OF WORK:**

BENCH    BIKE RACK    MONITORING WELL (QTY: \_\_\_\_\_)    SIGN    SIGN TOPPER    TRASH CAN

OTHER: \_\_\_\_\_

**RELATED BUILDING / PW PERMITS:** \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

By signing this application, Owner agrees to comply with the requirements of [Sacramento City Code Chapter 12.12](#). If Primary Contact above is filled in, Owner authorizes Primary Contact on act on their behalf to coordinate permit through and issuance.

### GRANT OF PERMIT

This permit is granted subject to attached "General Provisions – Revocable Encroachment Permit," which were adopted by the City Council in Resolution No. 81-845, date November 17, 1981, and the hereinafter specified special conditions. This permit shall be effective only after the applicant files with the Risk Management Division of the City of Sacramento, the insurance certificates required by the General Provisions, unless specifically excepted in the special conditions.

For Bus Shelters Only: (check if applicable)

- Reference is made to Revocable Encroachment Permit, City Council Resolution No.86-862, dated November 12, 1986.
- Reference is made to City Managers Agreement No. 95-073, dated March 17, 1995, Agreement for providing Electrical Service to Bus Shelters.

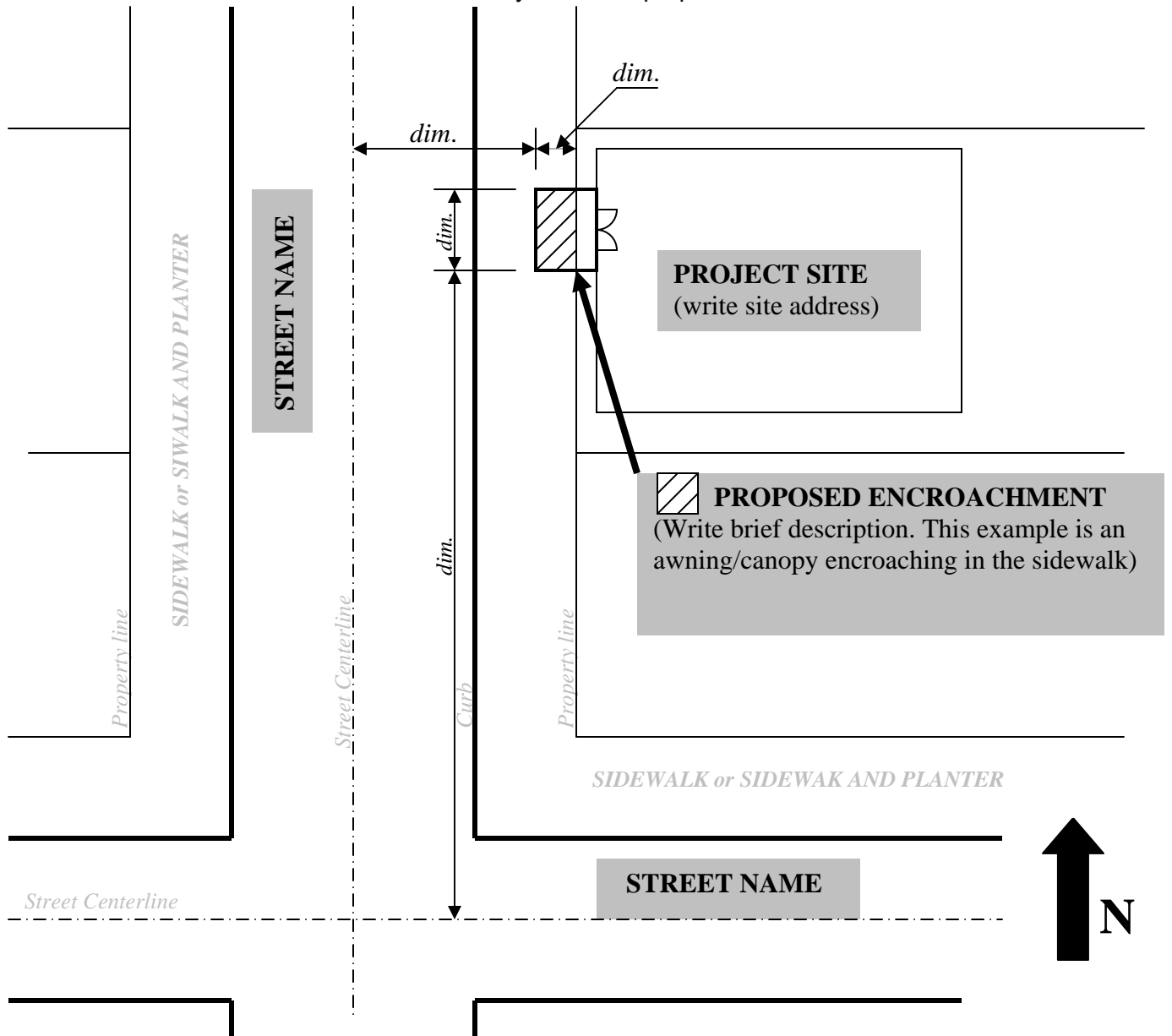
**STAFF USE ONLY**

<b>PERMIT DEPOSIT</b> \$	<b>CITY APPROVER</b>	<b>RECEIVED DATE</b>	<b>APPROVED DATE</b>
-----------------------------	----------------------	----------------------	----------------------

**Site Plan Requirements (Revocable):**

Approved By: \_\_\_\_\_  
 Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Department: \_\_\_\_\_ Date: \_\_\_\_\_

- Approval Signature block
- Provide description of material of the structure encroaching within the public right-of-way
- North Arrow
- Dimension (dim.) of work
- Street Name (nearest cross street)
- Show Project Site (indicate address)
- Show features that might be impacted by construction activities, such as operation of equipment, utility installation, material storage, excavation, etc. Show distance from the work site:
  - Fire Hydrant
  - Gates/Fences
  - Driveway Location/ramps/curb&gutter/sidewalk/planter
  - Utility Pole
  - Street Light
  - Parking Meters
  - Street Trees (indicate if to be pruned or removed)
  - Other structures that may affect the proposed work



**INSURANCE REQUIREMENTS  
FOR REVOCABLE OR CAFE PERMITS, THE OWNER OR TENANT  
MUST PROVIDE INSURANCE AS CONTRACTOR INSURANCE  
DOES NOT COVER THE IMPROVEMENT AFTER ITS  
INSTALLATION.**

CITY OF SACRAMENTO  
HUMAN RESOURCES DEPARTMENT  
R I S K M A N A G E M E N T



**ENCROACHMENTS & DRIVEWAY PERMITS  
REQUIREMENTS FOR  
CERTIFICATES OF INSURANCE**

- 1) The City of Sacramento requires all certificates of insurance to be submitted on a standard Accord form or on the insurance company's letterhead. The City does not accept declaration pages. The certificate of insurance must be signed by a legitimate agent.
- 2) The amount of insurance must meet the minimum limits of liability coverage, **General Liability - \$500,000 Combined Single Limit**, set forth in Resolution 81.845.
- 3) The City of Sacramento must be listed as a certificate holder.
- 4) "The City of Sacramento, its officials, agents, employees & volunteers" must be named additional insured with respects to general liability. An additional insured endorsement must accompany the certificate of insurance.
- 5) The insurance company must have an A.M Best Guide rating of A-VII or better.
- 6) The City of Sacramento requires a valid policy number to be provided by an insurance company that meets the requirements listed above. The City does not accept "binder numbers", "pending", "TBD", "to follow", "to be announced".
- 7) The City requires a 30 day written notice of cancellation to be designated on the certificate of insurance.
- 8) The issue date must be provided on the certificate of insurance as well as the policy's effective and expiration dates.
- 9) For businesses, the company name must be listed. (For example, Smith's Construction or John Smith, Doing Business As Smith's Construction)

If you have any questions on the above, please contact the Risk Management Office at (916) 808-5556.

05/22/07 ml

915 "I" Street, 4<sup>th</sup> Floor • Sacramento, CA 95814-2604 • Phone 916.808.5278 • Fax 916.808-5160

[www.cityofsacramento.org](http://www.cityofsacramento.org)

An Equal Opportunity Employer



# EXAMPLE: ACORD FORM

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:		FAX (A/C, No):	
_____		PHONE (A/C, No, Ext):		_____	
_____		E-MAIL ADDRESS:		_____	
_____		INSURER(S) AFFORDING COVERAGE			NAIC #
_____		INSURER A:			_____
_____		INSURER B:			_____
_____		INSURER C:			_____
_____		INSURER D:			_____
_____		INSURER E:			_____
_____		INSURER F:			_____

**INSURED**  
**FOR REVOCABLE OR CAFE PERMITS, THE OWNER OR TENANT MUST PROVIDE INSURANCE AS CONTRACTOR INSURANCE DOES NOT COVER THE IMPROVEMENT AFTER ITS INSTALLATION.**

**COVERAGES** **CERTIFICATE NUMBER: W2828849** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	Y	N	00000001X	04/01/20XX	04/01/20XX	EACH OCCURRENCE \$ <b>500,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	XCU, Contractual Liab & Broad Form Prop Damage Included						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						<b>SIR</b> \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

Policy must be active.

\$500,000 minimum (Typically \$1 Million)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
City of Sacramento c/o EXIGIS LLC P.O. Box 947 Murrieta, CA 92564		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
City of Sacramento listed as certificate holder. EXIGIS is a representative of the City.		AUTHORIZED REPRESENTATIVE	

# EXAMPLE: ADDITIONAL INSURED ENDORSEMENT

Policy Number: 00000001X

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy number  
matches A cord Form

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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):	Location(s) Of Covered Operations
ALL PERSONS OR ORGANIZATIONS WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT OR AGREEMENT, PRIOR TO AN "OCCURRENCE" OR OFFENSE, TO PROVIDE ADDITIONAL INSURED STATUS	ALL LOCATIONS AS REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT ENTERED INTO PRIOR TO AN "OCCURRENCE" OR OFFENSE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



## APPLICANTS COPY OF GENERAL CONDITIONS

All work is subject to the requirements of Sections 12.12.010 through 12.12.170 of the City Code of the City. Particular attention is directed to the following:

**PERMIT – REQUIRED.** It shall be unlawful for any person to make or cause to be made any excavation in or under the surface of any public street, alley, sidewalk or any other public place for the installation, repair or removal of any pipe, conduit, duct, tunnel, power pole, or for any other purpose without first obtaining from the city engineer an excavation permit in compliance with this article.

**REQUIREMENTS.** Before issuing an excavating permit, the city engineer shall require:

(a) A written application for such permit, upon a form to be furnished by the city engineer, to be made and filed with the city engineer, wherein the applicant shall set forth the following.

1. the name and residence or business address of the person making such application;
2. the location and approximate area of the excavation; and,
3. the purpose of the excavation.

The applicant shall attach to the application form a plan showing the location of the proposed excavation, the dimensions thereof, and such other details as the city engineer may require to be shown upon such plan.

At the time the permit is issued, a nonrefundable fee in an amount established by resolution of the city council shall be paid, provided, however, that in any case where the city engineer determines the fee to be inappropriate based on the amount of work to be done to process the application, or for other good cause shown, the city engineer may waive the fee, in whole or part. No fees shall be charged for excavation permits for power poles.

Notwithstanding the foregoing, excavation by legally authorized utilities for service connections or for the location of trouble in conduits or pipes shall be according to the paragraph below titled "Blanket Permits".

**ISSUANCE.** (a) Upon receiving a written application for an excavation permit and a plan, the city engineer shall set forth all requirements, approve or disapprove the application, sign and return it to the applicant. Excepting only excavations described below as Emergency Excavations or authorized under Blanket Permits, one (1) day prior to start of the work, the applicant shall telephone the division and request a permit number, informing the City the date the work will commence. A permit number shall then be assigned to the job and a permit shall be sent to the applicant.

(b) No permit shall be transferable and shall be void unless the excavation to be made pursuant thereto is commenced within ten (10) days from the date of its issuance and the work diligently completed.

(c) Each permit shall state a time when all the work to be done thereunder shall be completed. The city engineer may grant extensions of time, provided satisfactory reasons thereof are presented by the applicant.

**COMPLIANCE WITH SAFETY REGULATIONS.** The applicant shall be responsible to comply with all current federal and state safety regulations.

**EXCAVATIONS NOT IN ACCORDANCE WITH PERMIT DECLARED UNLAWFUL.**

(a) It shall be unlawful for any person to make, cause or permit to be made, any excavation, or to install, cause or permit to be installed any tank, pipe, conduit, duct, tunnel, power pole, or other utility or appliance in or under the surface of any public street, alley, sidewalk or other public place, at any location, other than that described in the application for the excavation permit and as shown on the plans filed with the city engineer by such persons, and in accordance with the requirements of the permit. If the circumstance appearing after the excavation is commenced make it impossible to comply with the permit, the city engineer may grant a waiver to take such circumstances into account.

(b) Failure to comply with requirements set forth by the city engineer on any permit shall be cause for revocation of said permit until such time as violations have been corrected or substitutes have been approved by the city engineer.

**OPENING AND BACKFILLING TRENCHES.** (a) No trench shall be opened in any street for the purpose of laying pipes, conduits or ducts more than four hundred (400) feet in advance of the pipe, conduit or ducts being placed in the trench, except in the case of emergency, and only after the consent of the city engineer has been obtained.

(b) All trenches shall be backfilled to meet city standards for compaction, and the old torn up pavements and other rubble shall be removed, together with any surplus excavated material, within three (3) working days from the time such material is placed upon the street. After backfilling is completed, and prior to repaving the cut, the contractor or permittee shall remove all loose paving material and trim the edges of the excavation at the street surface to the satisfaction of the engineer.

(c) Whenever any caving occurs in the sidewalls of any excavation, the pavement above such caving shall be cut away. In no case shall any void under a pavement be filled by any side or lateral tamping.

**CLEARING UP STREETS.** In every case and at all times, the work of removing from the streets all obstructions, surplus materials, debris and waste matter of every description caused by and accumulated from the excavation shall be the responsibility of the permittee.

**REPAIR OF SUNKEN PAVEMENT OVER EXCAVATION.** In case the pavement or the surface of the street over any excavation should become depressed or broken at any time within two (2) years after the work has been completed, natural wear of the surface expected, the person who made the excavation shall upon written

notice from the city engineer, immediately proceed to inspect the depressed or broken area to ascertain the cause of the failure. The contractor or permittee shall make repairs to the installation or backfill and have the pavement restored as specified by the city engineer. In case such pavement is not completely restored within ten (10) days after such notice has been given, and unless delayed by a strike or condition beyond control, the city engineer shall then cause the work to be done at the expense of the delinquent person after giving such person twenty-four (24) hours final notice. In such case, the city shall be responsible for any future repairs of that portion of such street repaired by city forces.

**FAILURE TO COMPLETE WORK WITHIN SPECIFIED TIME.** In case any part of the work referred to in this article is not completed within the time required except by reason of legal holidays or delays caused by strikes, or unless the city engineer shall notify in writing the person doing the work to complete the same within forty-eight (48) hours after such notice has been mailed or served, the city engineer shall have full power to do such work, or may contract for the performance of such work as will restore the work area to a safe and passable condition until such time as the work can be completed. The cost thereof shall be assessed against the delinquent person or permittee.

**EXCAVATIONS, ETC., TO BE UNDER SUPERVISION OF THE CITY ENGINEER.** Any person engaged in making or backfilling any excavation in any public street, alley, sidewalk or other public place, shall at all times while such work is in progress except by the job locations, the original permit or a copy thereof, and must, on demand, exhibit the same to the city engineer, his authorized representative or any police officer. Such person shall also maintain at such job location, a sign, barricade, or other device bearing his name.

**EMERGENCY EXCAVATIONS.** Nothing in this article shall be construed to prevent any person maintaining any pipe, conduit, or duct in or under any street, alley sidewalk, or other public place by virtue of any law, ordinance or permit, from making such excavation as may be necessary for the preservation of life or property when the necessity arises, provided that the person making such excavation shall notify the city street maintenance division within one (1) day after the offices of the city are first opened subsequent to such excavation.

**BLANKET PERMITS.** The city engineer may issue blanket permits for any utility to make excavations for service connections, for the location of trouble in conduits or pipes, for making repairs thereto, or for emergency purposes. Blanket permits shall be issued on a yearly basis only, and will authorize excavation only as stated above. Blanket permits shall not be issued for new installations or facilities.

**LIABILITY OF CITY.** Neither the City nor any officer or employee thereof shall be held responsible for any damages caused by any excavations made in any street, alley, sidewalk or other public place made by any person under the authority of a permit issued pursuant to the provisions of this article. The person acting pursuant to such permit shall be solely liable for any damage or loss occasioned by any act or neglect in respect to such excavation.

**ADDITIONAL REQUIREMENTS FOR CABLE TV FRANCHISEE, PRIVATE PARTIES AND NON-PUBLIC UTILITIES.** (a) Cable TV franchisee shall construct facilities in accordance with the Cable System Construction Guidelines which have been approved by the Cable TV Commission and shall be responsible for pavement restoration unless otherwise specified in the permit.

(b) Authorized installations shall, upon demand of the Director of Public Works, be immediately relocated or lowered to avoid potential conflicts. All expenses incurred in relocating, lowering lines, potholing or marking of facilities to determine their exact location after the original installation shall be paid for by the permittee. In case any part of the work referred to in this article is not completed within a time acceptable to the City, the Director of Public Works shall have full power to do such work or may contract for the performance of such work and the cost thereof shall be assessed against the permittee.

(c) Upon completion of underground or surface work and at the discretion of the Director of Public Works, permittee shall furnish as built plans of the installation showing a correct plan view to scale, details and profile showing the locations of all elements based on data obtained in the field during construction.

(d) Permittee shall take out, pay for and maintain during the period in which this permit is in effect, a policy of public liability and property damage insurance protecting himself, his agents and employees against the liability or injury or death sustained or suffered by the public or damage to the property of the public by reason of the work carried on under this permit or the encroachment maintained hereunder. Public liability insurance shall be for the limits of at least \$300,000 for the injuries to one and \$500,00 for injury to more than one person and property damage limits shall be for the sum of \$100,000. The insurance shall be placed with a company satisfactory to the Risk Management Division, prior to the date that work under this permit is commenced. Said policy or policies of insurance shall name the grantor, its officers and employees as additional named insureds and shall contain an endorsement precluding cancellation or reduction in coverage without giving the Risk Management Division at least ten (10) days' notice prior thereto.

(e) If required on the face thereof, the permit shall not be effective for any purpose unless and until the permittee files with the Risk Management Division or granted a corporate surety bond in the amount specified on the face thereof, said bond to fully assure the performance by permittee of all obligations imposed upon permittee under the provisions of the permit.

1. Unless otherwise indicated, working hours are 8:30 a.m. to 4:00 p.m. Mon. – Fri.

2. All work shall conform to the standard specifications for public works construction unless otherwise noted.

# RESOLUTION NO. 81-845

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

NOV 17 1981

RESOLUTION AMENDING PARAGRAPHS 21 AND 22 OF  
RESOLUTION NO. 77-611, RESOLUTION APPROVING  
GENERAL PROVISIONS FOR REVOCABLE ENCROACHMENT PERMITS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That except as otherwise provided in the special provisions thereof, all revocable encroachment permits hereafter issued by the City Council pursuant to Article IV of Chapter 12 of the Sacramento City Code shall be subject to the following General Provisions:

## GENERAL PROVISIONS - REVOCABLE ENCROACHMENT PERMIT

1. Authority and Definitions. This permit is issued under Article IV of Chapter 12 of the Sacramento City Code. The term "city property" means any real property in which the City has a possessory interest except a street. The term "street" as used herein includes all or any part and the entire width or right-of-way of a city street or alley whether or not such entire area is actually used for street or alley purposes. The term "street" also includes any utility easement or right-of-way held or owned by the City. The term "encroachment" as used herein includes any tower, pole, poleline, pipe, pipeline, fence, billboard, stand or building, tree, shrub, plant, crop or vegetation, or landscaping material or any structure or object of any kind or character not particularly mentioned herein which is placed in, under or over any portion of the street or city property.

The term "grantor" shall mean the City of Sacramento, its successors and assigns. The term "permittee" shall include the person to whom this permit is issued and his successors and assigns and the provisions of this permit shall be binding upon said successors and assigns.

The term "work" shall mean the construction, placement, installation or planting of an encroachment on city property or within any street.

2. Revocable. The permit is granted solely for the purpose specified in the permit, and any other use without the prior written consent of the City Engineer shall cause the permit to be revoked. Except as otherwise provided for public agencies, this permit may be revoked with or without cause at any time by the City Engineer giving five (5) days written notice to permittee. The notice shall be mailed to the permittee at the address given herein and no other form of giving or serving notice shall be required to effectuate a revocation of this permit. Permittee agrees that grantor shall not be liable for any damages or consequential loss whatsoever which may result from revoking the permit.

3. Acceptance of Provisions. This permit shall not be effective until the provisions of this permit are accepted in writing by the permittee; provided, however, accomplishing any work under this permit without written acceptance of its provisions shall constitute an acceptance of its provisions.

**RESOLUTION No. 81-845**  
**NOV 17 1981**

4. No Precedent Established. This permit is granted with the understanding that this action is not to be construed to establish any precedent on the question of preference or expediency of permitting any certain kind of encroachment to be constructed or located within the right-of-way of any City street or on any City property.

5. Notice Prior to Starting. Before starting work, the permittee shall notify the City Engineer or his designated representative of the date work is to commence. Such notice shall be given at least three (3) working days in advance of the date work is to begin. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the grantor's inspector.

6. Permits for Other Agencies. Permittee shall, whenever the same is required by law, secure any required written order or consent to any work hereunder from the Public Utilities Commission of the State of California, Caltrans or any other public agency having jurisdiction, and this permit shall be suspended in operation unless and until such order or consent is obtained.

If the work involves trenching to a depth in excess of sixty (60) inches, the permittee shall secure a trenching permit from the Division of Industrial Safety (2422 Arden Way, Telephone 445-5818) prior to commencing any excavation. A copy of the trenching permit shall be available at the construction site. Permittee shall comply with all terms and conditions of the trenching permit and the laws, rules and regulations applicable thereto.

7. Permit Presentation. The permits for encroachments on streets are required to be at the site of the work and must be shown to any representative of the grantor or any law enforcement officer on demand. The permit for encroachments on City property may be kept elsewhere than at the site, but the permit must be shown to any representative of the grantor or any law enforcement officer on demand.

8. Protection of Traffic and Utilities. Permittee shall determine the location of and protect and support all utilities in the public rights-of-way and shall bear the entire cost of any damage to utilities or any relocation or reconstruction made necessary by the work. Adequate provision shall be made for the protection of the traveling public. If the nature of the work is such that any barricades, lights or flagmen are necessary, permittee shall furnish the same at his sole cost and expense before starting work.

9. 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.

10. Storage of Material. No material shall be stored within the traveled right-of-way. No supplies or equipment shall be stored on other portions of the right-of-way until permittee is ready to start work.

11. Clean Up Right-of-Way and City Property. Upon completion of the work, all construction materials and supplies, spilled concrete or oils, weedy plant growth, scraps, refuse and garbage shall be entirely removed and the right-of-way and City property left in as presentable condition as before work started.

12. Standards of Construction. All work shall conform to recognized standards of construction.

13. Supervision of Grantor. All the work shall be done subject to the supervision of, and to the satisfaction of, the City Engineer or his duly authorized representatives. Work undertaken by the permittee shall not deviate from that shown on the plan or plans submitted by permittee in connection with the filing of the application for this permit without the prior written consent of the City Engineer. The City Engineer or his representative may order the permittee to immediately cease any work if it appears that said work is being done in violation of the terms of this permit. Thereafter, work shall not be undertaken until said violation is corrected to the satisfaction of the City Engineer or his duly authorized representative.

14. Future Moving of Installation. Whenever construction, reconstruction or maintenance work on the street or City property may require upon request of the grantor, the installation provided for herein shall be removed or revised at the sole expense of the permittee within five (5) days of such notice.

15. Expense of Inspection. On work which requires the presence of an employee of the grantor as inspector, the salary, traveling expense and other incidental expense of such inspection shall be paid by the permittee upon presentation of a bill therefor.

16. Maintenance. The permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by permittee in the street or City property and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the street or City property which occurs as a result of the maintenance of the encroachment in the street or City property or as a result of the work done under this permit, including any and all injury to the street or City property which would not have occurred had such work not been done or such encroachment not placed therein. Encroachments on City property shall be maintained so that they have a presentable appearance.

In the event this permit is granted in whole or in part for the purpose of allowing plants to be installed and maintained by permittee, permittee shall maintain such plants in presentable and healthy condition, including but not limited to, proper watering, fertilizing, pruning and replacement where necessary and permittee shall maintain all planter beds, areas and containers in which such plants are installed and maintained free from weeds, rubbish, and garbage. If any planter is to be maintained pursuant to this permit, it shall be equipped with a suitable irrigation system. The grantor may revoke the permit for failure to maintain the encroachment.

17. Submit Location Plan. Immediately upon completion of any underground or surface work, the permittee shall furnish to the City Engineer plans showing location and details of such work.

18. Liability for Damage. The permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the permittee's part to perform his obligations under the permit in respect to maintenance. In addition, permittee is responsible for all liability of the grantor, its officers and employees which may arise out of, or be connected with, the duties to be performed by the grantor, its officers and employees in connection with the approval of the design of said work, the inspection of said work, or the supervision of said work, or the existence of the encroachment, pursuant to the terms of this permit. In the event any claim of liability heretofore mentioned is made against the grantor, or any department, officer, or employee thereof, permittee shall defend, indemnify and hold them and each of them harmless from such claim, and any loss, cost, expense or liability arising therefrom including, but not limited to, attorneys' fees.

19. Repairs. Permittee shall repair any existing improvements damaged in the course of the work, or by the existence of the encroachment, or any maintenance done in conjunction therewith. In the event permittee shall not accomplish repair as required pursuant to this permit, grantor shall have the right, but not the obligation, in addition to all other rights grantor has at law and in equity, to cause repairs to be made on behalf of permittee. In the event grantor shall so elect, permittee shall pay to grantor on demand the cost of any such repairs, including but not limited to grantor's administrative expenses. The right of grantor to make repairs pursuant to this paragraph may be exercised without notice, and no prior notice from grantor to permittee concerning repairs shall be construed to require grantor to give any additional notice to permittee prior to accomplishing repairs according to this paragraph, nor shall the absence of any such notice or additional notice in any manner decrease or affect permittee's obligation to pay the costs of such repairs. Grantor shall in no event be liable for any loss suffered by permittee as a result of making repairs according to this paragraph.

20. Care of Drainage. If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the grantor.

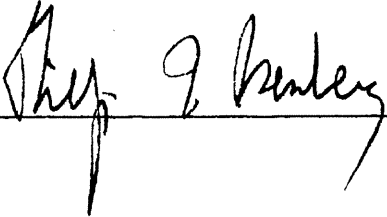
21. Liability Insurance. Permittee shall take out, pay for and maintain during the period in which this permit is in effect, a policy of public liability and property damage insurance protecting himself, his agents and employees against the liability or injury or death sustained or suffered by the public or damage to the property of the public by reason of the work carried on under this permit or the encroachment maintained hereunder. Public liability insurance shall be for the limits of at least \$300,000 for the injuries to one and \$500,000 for injury to more than one person and property damage limits shall be for the sum of \$100,000. The insurance shall be placed with a company satisfactory to the Risk Management & Insurance Division of the Department of General Services, and one copy of the Certificate shall be furnished to the Risk Management & Insurance Division, prior to the date that work under this permit is commenced. Said policy or policies of insurance shall name the grantor, its officers and employees as additional named insureds and shall contain an endorsement precluding cancellation or reduction in coverage without giving the Risk Management & Insurance Division at least ten (10) days notice prior thereto.

22. Surety Bond. If required on the face hereof, this permit shall not be effective for any purpose unless and until the permittee files with the Risk Management & Insurance Division of grantor a corporate surety bond in the amount specified on the face hereof, said bond to fully assure the performance by permittee of all obligations imposed upon permittee under the provisions of this permit.

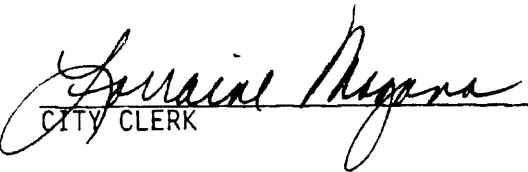
23. Permittee's Obligations to Remove Encroachments. In the event this permit is revoked at any time, within five days thereafter, permittee shall commence work to remove any improvement established pursuant to this permit and to restore the affected City property and any street to the condition it was in prior to the commencement of the encroachment, and permittee shall diligently prosecute such work to completion. In the event permittee does not commence such work within five days or if, at any time after commencement of such work, the City Engineer determines that permittee is not diligently pursuing such work, grantor may do,

23. Permittee's Obligations to Remove Encroachments (cont'd)

or cause to be done, such work, and permittee shall pay the cost of same, including, but not limited to grantor's administrative costs, upon demand. Grantor shall in no event be liable to permittee for any loss suffered by permittee, directly or indirectly, as a result of grantor accomplishing any work pursuant to this paragraph.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK