



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

**CITY OF FOLSOM
COMMUNITY DEVELOPMENT/ENGINEERING DIVISION**

50 NATOMA STREET
FOLSOM, CA 95630
Ph. (916) 461-6235 Fx. (916) 355-7274

OFFICE USE ONLY

ENCR PERMIT NO.

BLDG:
SWIM:

ASSOC. PERMIT NO.

ENCROACHMENT PERMIT CONTRACT

1. **TRAFFIC CONTROL PLAN AND PROOF OF INSURANCE:** Applicant shall upload a traffic control plan (if applicable), and proof of insurance when they submit their application.
2. **CONTRACT AND INDEMNIFICATION:** If the permit is granted, this document along with the application and any other supporting documentation forms a contract between the City of Folsom and the Applicant, hereinafter referred to as Permittee. Permittee then becomes contractually obligated to the City regarding all requirements of the issued permit. Permittee shall defend, indemnify, and hold harmless City (including its Officers, Officials, Employees, and Agents) and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, losses or liability, in law or in equity, of every kind and nature whatsoever ("claims") arising out of or in connection with Permittee's work to be performed under the encroachment permit. It is further agreed that if any part of this installation interferes with the future use of the roadway it must be removed or relocated as designated by the City, at the expense of the Permittee or their successor in interest.
3. **INSURANCE REQUIREMENTS:** Permittee shall maintain liability insurance for the duration of the permitted work that meets the minimum requirements set by the City of Folsom: general liability coverage must be a minimum of \$1,000,000 per occurrence (claims-made coverage will not be accepted); any general aggregate amount must be a minimum of \$2,000,000; it must include a separate endorsement specifically naming the City of Folsom, its Officers, Officials, Employees, and Agents as additionally insured, and shall not contain any special limitations on the scope of coverage; must be primary and noncontributory; and must include a waiver of subrogation. Permittee agrees to inform the City of any changes in coverage immediately.
4. **THE PERMITTEE/CONTRACTOR SHALL CALL THE INSPECTION REQUEST LINE AT (916) 573-6734 AND REQUEST A PRE-SITE INSPECTION (INSPECTION # 112) OR USE [ETRAKIT](https://etrakit.folsom.ca.us/etrakit) WEBSITE (https://etrakit.folsom.ca.us/etrakit) TO SCHEDULE THE INSPECTION A MINIMUM OF TWENTY-FOUR (24) HOURS PRIOR TO THE COMMENCEMENT OF THE PERMITTED ACTIVITY. ANY WORK ON A MAJOR OR ARTERIAL ROADWAY SHALL REQUIRE SEVENTY-TWO (72) HOUR NOTIFICATION.**
5. **CONTRACT SIGNATURE:** By signing this contract, the Permittee agrees to all terms and conditions of the permit. The General Provisions, which appear on the reverse of this contract, are also a part of this permit and shall be adhered to during the course of the permitted activity. Failure to adhere to any of these conditions constitutes a breach of contract and may result in the revocation of this permit and applicable fines.
6. **PERMIT:** The encroachment permit is issued in accordance with California Streets and Highways Code §§ 1450-1470 and Folsom Municipal Code §§ 12.04.040, 13.24.010- 13.24.030.
7. **KEEP PERMIT ON THE WORK SITE:** The encroachment permit shall be kept at the site of the work and must be shown upon demand to any representative of the Community Development Department or any law enforcement officer.
8. **USA NOTIFICATION:** The Permittee shall notify USA (Underground Service Alert) 48 hours in advance of performing excavation work by calling the toll-free number 811 or 800-642-2444. Excavation is defined as being 18 or more inches in depth below the existing surface. Excavation of a continuing nature shall be reported to USA in sections or segments of the total work, not to exceed 1,200 feet in length.
9. **PROSECUTION OF WORK:** Any work authorized by the encroachment permit shall be completed within 30 days of the commencement of work unless otherwise noted; and performed in a workmanlike, diligent, and expeditious manner to the satisfaction of the City.

Signature: _____

Date: _____

Printed Name: _____

<p align="center">FOR USE BY UTILITY COMPANIES ONLY</p> <p>Division: _____</p> <p>Engineer: _____</p> <p>Job No.: _____</p>	<p align="center">NOTES:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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GENERAL PROVISIONS

10. **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 except for the specific work permitted. All marked lanes of traffic shall be open on all major streets in each direction during the peak traffic hours of 6:00 to 8:00 a.m. and 3:30 to 5:30 p.m. In addition, during the first Friday after Thanksgiving and the last 24 calendar days of December the Contractor shall not close any traffic lanes on a major street except as provided in the Special Provisions. A traffic lane shall be considered open if it is surfaced with asphalt and at least ten feet wide. Major streets are those roadways with two or more marked traffic lanes in each direction and certain selected two-lane high-volume roadways. The City may approve in writing traffic restrictions necessary for public safety or emergency conditions during peak traffic hours.
11. **TRAFFIC CONTROL:** Permittee shall take adequate precautions for the protection of the traveling public. Barricades, warning lights and signs and flagmen where necessary, shall be maintained in accordance with the Caltrans "Manual of Traffic Controls" until the excavation is refilled, the obstruction removed, and the roadway made safe for the traveling public. No highway or street may be closed, nor any lane blocked without first obtaining approval in writing from the City, phone (916) 461-6212, of specific approval for street or lane closure on this permit. If permission to close a street is granted, it shall be the Permittee's responsibility to notify the Folsom Police and Fire Departments prior to closing the street. The City may require that the Permittee furnish a properly engineered, detailed control plan for any rerouting of traffic or revision of traffic lane patterns necessary for the work which would be in effect more than one day. The City may specify as a condition of the issuance of the permit, the devices or measures to be used by the Permittee; however, failure of the City to so specify the devices or measures to be used shall not relieve the Permittee of the responsibility to provide proper and adequate traffic controls as specified herein.
12. **MAINTAINING & PROTECTING EXISTING FACILITIES:** Traffic control signs and devices, street names signs, and mailboxes shall be kept upright at all times. It shall be the Permittee's responsibility to repair or replace any damaged or destroyed street improvements, traffic control devices, signs, pavement markings, or mailboxes at Permittee's expense. Metal objects (such as manhole frames and lids, valve boxes, bore casings, etc.) shall not be installed within 72 inches of a traffic detector loop. Any traffic signal or detector operation disruption shall be repaired, and the system made operational within eight hours of the damage. Should the City elect to provide repair or replacement services, the Permittee shall be required to reimburse the City for all costs involved.
13. **TRIMMING AND REMOVAL OF TREES:** In general, only minor trimming of branches less than two inches in diameter on protected trees or pruning of less than 10% of the canopy in a one-year period is allowed without a tree permit. Any pruning of a branch two inches in diameter or greater shall be performed or supervised by an ISA Certified Arborist in accordance with ANSI A300 Standards for Tree Care and ISA Best Management Practices. Any soil disturbance by: compaction, trenching, excavation, fill, grading, parking, and/or storage within the Tree Protection Zone (TPZ) of a protected tree shall be subject to review by the City Arborist and require a permit if approved. It is your responsibility to know the ownership of the tree(s) that you could damage or destroy, which are protected trees by: location, species, size, Condition of Approval, and/or with Landmark Tree status. You shall also be responsible for the potential STOP WORK NOTICE, fines, and mitigation for adversely affecting a protected tree. To review the full Tree Protection Ordinance, see Folsom Municipal Code 12.16.
14. **STORAGE OF MATERIAL:** No material shall be stored within eight feet from the edge of the pavement or traveled way or within the shoulder line where the shoulders are wider than eight feet unless specifically authorized on this permit.
15. **TUNNELING:** All trenching for installation across any intersection roadway open to traffic shall be progressive. Not more than one-half of the width of a traveled way shall be disturbed at one time and the remaining width shall be kept open to traffic by bridging or backfilling. On underground permits over 400 feet in length on major streets as defined herein and on crossings where the Permittee anticipated that the crossing will be left open with steel plates, the Permittee shall notify Construction Inspection, at (916) 461-6230 and shall make arrangements to meet at the City Construction Inspection office 48 hours prior to the start of work.
16. **LOCATION:** All pipes and conduits laid parallel to the roadway shall be placed at least five feet from the edge of the pavement or graded traveled roadway, unless otherwise authorized on this permit. The least shallow portion of any pipeline or other facility shall be installed not less than 36 inches below the roadway surface, or 36 inches below the flow line of any drainage structure, pipe, ditch or creek.
17. **EXCAVATION:** All excavated material shall be stockpiled away from the improved portion of the highway. After the work has been completed all excess material, including excess excavation, shall be removed from the right of way and the roadway left in a neat and orderly condition.
18. **BACKFILL:** In backfilling, there shall be no flooding of the trench within the upper 24 inches. All loose backfill shall be dampened and well tamped with a pneumatic tamper or in any other workmanlike manner satisfactory to the City and the compaction requirements set forth in the specific conditions.
19. **DRAINAGE:** If the work herein contemplated shall interfere with established drainage, ample provisions shall be made by the Permittee to provide adequate drainage facilities as directed by the City.
20. **DRIVEWAYS:** All dirt, gravel or asphalt approaches to private driveways which are cut or trenched, shall be replaced in kind upon completion of backfill. **UNDERGROUND UTILITIES:** Disregard of or destruction of underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the City. Any utility so damaged shall be immediately reported to the owner.
21. **FUTURE RELOCATION OF ENCROACHMENT:** It is understood by the Permittee that the encroachment authorized herein shall, upon demand of the City, be immediately relocated by, and at the sole expense of the Permittee whenever construction, reconstruction, maintenance, or traffic conditions on the highway may require such relocation. The Permittee shall initiate such relocation within the time specified in said demand and thereafter diligently prosecute the same to completion.
22. **MAINTENANCE:** The Permittee agrees by the acceptance of this permit to exercise reasonable care to properly maintain the encroachment by regularly inspecting and immediately repairing any damage to City facilities within the right of way which is a direct result of the maintenance of the encroachment in the right of way or as a result of the work done under this permit, including any and all damage to the facilities which would not have occurred had such work not been done or such encroachment not placed herein.
23. **TESTS:** All reports of materials testing shall be furnished by the contractor/owner at the request of the City.
24. **PUBLIC NOTIFICATION & IDENTIFICATION:** All personnel and vehicles shall have proper identification and signage in clear view of the general public while working within or near the City Rights-of-Way and Utility Easements.
25. **RESTORATION:** In every case, the Permittee shall be responsible for restoring to its former condition as nearly as may be possible and portion of the City right-of-way which has been excavated or otherwise disturbed by Permittee. Permittee shall remove all painted utility markings associated with the project when job is completed at the City's direction. Depending on the location, the City may require applicant to ensure a uniform right-of-way appearance after the markings are removed. This may include, but is not limited to, repaving or slurry sealing from the edge of a lane to the lip of gutter.
26. **CLEANUP:** All roadside drainage ditches shall be restored to a true grade. Intake and outlet ends of all culverts shall be left free from all excess material and debris. All brush, timber scrap and material shall be entirely removed, all holes backfilled, compacted and trimmed to grade and the right of way left in pre-construction condition. Clay soils or other debris shall be removed from the paved roadway by hand-scraping and sweeping leaving a non-skid surface without damaging, altering or loosening the driving surface.