

**CITY OF SOLVANG PUBLIC WORKS DEPARTMENT
ENCROACHMENT PERMIT APPLICATION and PERMIT for CONSTRUCTION**

Public Works Project No.		Date:		Permit No.	
Type of Project		This is for the City to fill out.		Repair/Replace	
	Grading Plans			Street Construction	
Construction Plans:	No Plans	Attached to Permit		On File – PW Dept.	

Property Owner	Fill out this information. The Property Owner is the owner of the facility. Make sure you have the operations local supervisor information listed for the contact information. This is for when the City has any questions.
Street Address	
City	
Work Address	
Contractor	The Work Address will be the site the work is taking place at. This work must be within the City Limits. If said work is outside City Limits, then there is no need for a permit. Please see the proper jurisdiction. The Contractor that will be out there doing the work will need to have all their information listed. They must have a Class A License. Then fill out Description of Encroachment with a brief Summary of the work that needs to be done. Include a Work Order/ Permit Number if available. Include the estimated start of work and completion of work. A set of plans will need to be provided and depending on the work being done a Traffic Control Plan may be necessary. Also, provide a COI listing the City as Additionally Insured and Certificate Holder.
Street Address	
City	
Contractor License	
Description of Encroachment	

Public Works Requirements:

Permit Amt.	\$	Description	Receipt #:

You are responsible and liable for personal injury or property damage caused by this work or your failure to do what you are obligated to do. If claim of such liability is made against the City of Solvang, its departments, officers, or employees, you shall, and hereby agree to, defend and indemnify the City of Solvang for any claims, including cost of defense and attorney fees.

This is for the City to fill out.

All work shall be completed and the right-of-way restored by: Date _____.

AGREEMENT: I have read this permit and acknowledge receipt of the City of Solvang Encroachment Permit General Provisions and the attached special conditions which I have read, agree to, and acknowledge as part of this permit.

SIGNATURE _____ **Sign and Date.** _____
 Print Name _____

DEPT. of PUBLIC WORKS
 ISSUED BY: _____ Date _____

Inspection Sign-off

Water Div. _____	Date _____
Wastewater Div. _____	Date _____
Engineering Div. _____	Date _____

**CITY OF SOLVANG PUBLIC WORKS DEPARTMENT
ENCROACHMENT PERMIT APPLICATION and PERMIT for CONSTRUCTION**

Public Works Project No.		Date:		Permit No.	
Type of Project		New Construction		Repair/Replace	
	Grading Permit	Excavation		Street Construction	
Construction Plans:	No Plans	Attached to Permit		On File – PW Dept.	

Property Owner		Phone			
Street Address		Email			
City		State	CA	Zip Code	93463

Work Address	
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Contractor		Phone			
Street Address		Email			
City		State	CA	Zip Code	934
Contractor License		Alt Phone			

Description of Encroachment:

Public Works Requirements:

Permit Amt.	\$	Description	Receipt #:
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You are responsible and liable for personal injury and/or property damage caused by this work or your failure to do *what you are obligated to do*. If claim of such liability is made against the City or any of its departments, officers, or employees, you shall, and hereby agree to, defend and indemnify the City and hold the City harmless from any claims, including cost of defense and attorney fees.

All work shall be completed and the right-of-way restored by: Date _____.

AGREEMENT: I have read this permit and acknowledge receipt of the City of **Solvang Encroachment Permit General Provisions** and the attached **special conditions** which I have read, agree to, and acknowledge as part of this permit.

SIGNATURE _____ Date _____

Print Name _____

DEPT. of PUBLIC WORKS

ISSUED BY: _____ Date _____

Inspection Sign-off

Water Div. _____ Date _____

Wastewater Div. _____ Date _____

Engineering Div. _____ Date _____

Email Distribution: Planning, Building, Water, Wastewater, Engineering.

City of Solvang – Public Works Department

Encroachment Permit General Provisions

Special Note: When conflicts in construction criteria occur between other Agencies and the City of Solvang Public Works Department, the more stringent provisions shall apply.

1. Authority: Each Encroachment Permit is issued in accordance with the *City of Solvang Municipal Code Title 8, Chapters 2 and 3*. Activities and uses authorized under this Encroachment Permit are subject to any instruction of the City Engineer or his/her designated representative.

2. Revocation: These General Provisions, and any Encroachment Permit issued hereunder, are revocable or subject to modification at any time, without prejudice to prior rights, or any other agreements for operating purposes in the public right-of-way.

3. Acceptance of Provisions: It is understood and agreed by the permittee that performance of any work under this Encroachment Permit shall constitute an acceptance of the provisions of this Permit and all attachments. This Permit is non-transferable.

4. Submit Construction Plan: Construction plans, including all applicable grading plans, site plans, engineering plans, miscellaneous project plans, public improvement plans, and subdivision plans are required, and must be submitted and approved prior to permit issuance. All work within the public right of way must conform to City of Solvang Standard Details and Specifications and all other applicable standards including Federal, State, and Local, such as ADA requirements. Plans without details must reference specific standard details. City Standard Details are available from the City web site: <http://www.cityofsolvang.com>. At the discretion of the City Engineer, where extensive work is involved, construction plans may be required to be prepared by a registered Civil Engineer. The permittee shall furnish three sets of construction plans for review and approval.

5. Protection of Traffic: Adequate provisions shall be made for the protection and minimal inconvenience of the traveling public. A Traffic and/or Pedestrian Control Plan is required if the normal flow and safety of vehicle and pedestrian traffic will be affected. Caltrans standard traffic control plans may be used where applicable. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of *CALTRANS' Standard Plans* and/or the *Work Area Traffic Control Handbook (WATCH Manual)*. The Agency Engineer or designated representative may, either at the time of the issuance of this permit or at any time thereafter until the completion of the work, prescribe such additional conditions as may be deemed necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.

6. Provisions for Pedestrians: Where facilities exist, a minimum sidewalk width of four feet shall be maintained at all times for safe passage through the work area. 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 or around project. The Agency Engineer or designated representative may, either at the time of the issuance of this permit or at any time thereafter until the completion of the work, prescribe such additional conditions as may be deemed necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.

7. Grading and Worksite Drainage: An Erosion Control Plan is required for projects that involve grading, storm drainage, or have the potential to produce soil erosion. If the work contemplated in any Encroachment Permit shall interfere with the established drainage,

ample provisions shall be made by the permittee to provide for proper drainage as may be directed by the City Engineer.

8. Stormwater Management: The permittee shall be responsible for full compliance with the City's National Pollutant Discharge Elimination System (NPDES) General Permit requirements and Stormwater Management Ordinance. Submittal of a SWPPP (Storm Water Pollution Prevention Plan) may be required at the discretion of the City Engineer for projects having the potential to produce stormwater pollution. It is the permittee's responsibility to install, inspect and repair or maintain facilities and devices used for water pollution control practices before performing daily work activities. The permittee shall report when discharges could be a cause or a threat for water pollution. The permittee shall control illicit discharges or illegal dumping prior to the start of daily work.

9. Pavement Cut Moratorium: Where a pavement cut is required on a section of street that has been paved, overlaid, or slurry sealed with in the prior 24 months, permittee shall, upon completion of the work, slurry seal the full width of the roadway for a distance extending a minimum of 25 feet in both direction beyond the limits of the cut pavement. When this condition occurs a deposit in the amount of \$500 shall be required. Upon completion of the slurry seal work the deposit shall be returned to the permittee.

10. Permittee Liability Insurance: The permittee shall provide proof of comprehensive liability insurance coverage, both bodily injury and property damage insurance, in the form of an insurance certificate in an amount not less than \$500,000, or as otherwise required by the City Engineer. When the estimated value of the work to be constructed is greater than \$10,000 the permittee shall provide an insurance certificate with a CG 2012 additional insured endorsement attached to it. The CG 2012 (or an approved equivalent) shall name the City of Solvang as additionally insured under the Contractor's policy. See attached sample form. The City Engineer may require liability insurance in a greater amount, that the City be named as additionally insured, and/or that an additional endorsement in favor of the City be provided. The City Engineer may waive any of the above requirements if he/she determines that the proposed encroachment will not constitute a significant possibility for City liability. However, the act of waiving any requirement shall not be construed as a waiver of any other right the City may have relating to this Permit.

11. Bonding: This Permit shall not be effective for any purpose unless, and until the permittee files with the City a surety bond (or Letter of Credit), when required by the City Engineer, in the form and amount required by the City Engineer. A bond is not ordinarily required of any public corporation or publicly or privately-owned utility but will be required of any permittee that fails to meet any obligation arising out of the work permitted or done under an Encroachment Permit or fails to maintain its equipment, work, or facilities. The said bond shall remain in force for a period of one year after acceptance of the work by the City.

12. Cost of Work: Unless otherwise stated on the Permit or other separate written agreement, all costs incurred for work within the public right-of-way pursuant to this Encroachment Permit, including cancellation or revocation of work performed by this Permit for any cause whatsoever, shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the City for such work.

13. Underground Service Alert: Obtain an Underground Service Alert (USA) ticket/number by calling 1-800-422-4133 for an USA "Inquiry Indentation" number. The permittee is responsible for continual upgrade of their USA number.

14. Notice Prior to Starting Work and Upon Completion: Before starting work under the Encroachment Permit, the permittee shall notify all designated City representatives two working days prior to initial start of work. When work has been interrupted for more than five working days, an additional 24-hour notification is required before restarting work.

Unless otherwise specified, all work shall be performed Monday through Friday between the hours of 7:30AM – 4:30PM. Should the permittee fail to take action within 6 months from the date of issuance of Permit, or fail to actively and diligently perform the work of the Permit, the Permit shall become null and void. The permittee shall also notify the designated City representative upon completion of all work.

15. Standards of Construction: All work performed within the public right-of-way shall conform to recognized standards of construction and the current *City of Solvang Standard Drawings, Specifications and City Codes*. *Where there are no City standards or codes, use CALTRANS or APWA standard details.* The Permittee shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to work not performed in compliance with any laws or regulations.

16. Inspection and Approval by the City: All work shall be subject to monitoring, inspection, and approval by the City. Requests for inspection must be received, by the inspector, at least two working days prior to the desired inspection. The permittee shall request a final inspection and acceptance of the work.

17. Keep Permit on the Work Site: The Encroachment Permit (or copy) shall be kept at the site of the work and must be shown to any representative of the City or any law enforcement officer on demand. *Work shall be suspended if Permit is not at job site as required.*

18. Permits From Other Agencies: The party or parties to whom a Permit is issued shall, whenever required by law, secure the written authorization for any work that must be approved by the County of Santa Barbara, Caltrans, the Public Utilities Commission (PUC), CAL-OSHA, or any other public agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the City's Permit.

19. Storage of Equipment and Materials: Storage locations within or adjacent to the public right-of-way or travel lane shall be approved by the City Engineer prior to use by the permittee. The permittee shall delineate and cone off any obstacle, material, or equipment parked or stored within or adjacent to the public right-of-way or travel lane, to the satisfaction of the City Engineer. Public Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).

20. Waste Disposal: Waste disposal within the City limits of the City of Solvang is performed under a franchise agreement with Waste Management, Inc. Waste Management is the only authorized waste hauler within the City limits. The Contractor shall arrange for all waste disposal on this Project (within the City limits) to be performed by Waste Management. The Contractor shall arrange for all roll-off dumpsters used on this Project (within the City limits) to be provided by Waste Management.

21. Weather Conditions at Worksite: Any activity that would generate debris, particles or dust that could be transported off site by stormwater shall be performed during dry weather. When inclement weather is imminent, the permittee shall cease any activity that would generate debris, particles, dust or soil erosion. Erosion controls shall be in place and functional from October 1 through April 30.

22. Noise, Dust and Debris: The permittee shall take appropriate measures to reduce, to the fullest extent practicable in the performance of the work, noise, dust and unsightly debris in and around the project and on City roads.

23. Sweeping: The permittee shall keep dust to a minimum whenever conducting sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup

is ineffective. Work areas may be washed down with water only if water is vacuumed up, contained, or as otherwise approved by the City Engineer.

24. 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 public right-of-way facilities which have been excavated or otherwise disturbed by permittee and encroachment. The permittee shall maintain, for one year, all portions of the public right-of-way disturbed and/or placed under any Permit. If the Public improvements are not restored as herein provided, or if the City elects to make repairs, the permittee agrees to bear the cost of repairs.

25. Clean Up Right-of-Way: Upon completion of the work, all debris, brush, timber, scraps, materials, etc. shall be entirely removed and the right-of-way shall be left in as presentable a condition as existed before work started.

26. Responsibility for Damage: The City of Solvang and all officers and employees thereof shall not be accountable in any manner, for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or damage to property arising out of work or other activity permitted and done by the permittee under a Permit, or arising out of the failure on the permittee's part to perform his obligations under any Permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the Permit.

27. Additional Costs: In the event the City is required to perform additional work because of the encroachment during the maintenance, repair, installation or reconstruction of any public facilities, permittee shall pay all such additional costs incurred in connection with the said extra work within thirty (30) days of receiving a written, itemized statement of charges from City. In such event, permittee shall, at permittee's sole expense, restore any portion of the encroachment disturbed by City's operations when the City's work is completed. In the event of any controversy, claim or dispute arising out of or relating to this Encroachment Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.

28. Indemnification of City: The permittee shall defend, indemnify and hold harmless the City of Solvang, its officers, employees and agents from any and all claims, suits or actions, expenses, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment. Permittee further agrees to defend, indemnify and hold harmless the City, its officers, employees, and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of permittee, its agents, employees, contractors, subcontractors and/or any other person or entity performing work authorized by this Permit. Permittee further agrees to defend, indemnify and hold harmless the City, its officers, employees, and agents for any injury to persons or property arising out of the failure on the permittee's part to perform his/her obligations under this Permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or at any subsequent time work is being performed under the obligations provided by and contemplated by the Permit, except as otherwise provided by statute.

It is the intent of this condition that permittee shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Permit, and

that the City, its officers, employees, and agents shall not be liable for any negligence, whether active or passive in nature, related to or arising from this Permit, including but not limited to approving, reviewing, checking or correcting any plans, specifications or constructed work arising from this Permit. The permittee waives any and all rights to any type of expressed or implied indemnity against the City, its officers, employees or agents. It is the intent of the parties that the permittee will indemnify and hold harmless the City, its officers and employees from any and all claims, suits or actions, expenses, losses or other liabilities, as set forth above, regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the City, the permittee, persons employed by the permittee, or persons acting in behalf of the permittee, unless solely caused by the gross negligence or willful misconduct of Agency, its officers, employees, or agents.

In the event of any controversy, claim or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.

The City shall be indemnified at the higher or highest limit if Permittee maintains higher limits than the minimum required.

29. No Precedent Established: This Permit is issued with the understanding that any particular action is not to be considered as establishing any precedent: (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within the public right-of-way; or (2) as to any utility of the acceptability of any such permits as to any other or future situation.

30. Future Maintenance, Moving, and Removal of Installations: The permittee agrees that this Permit is binding on his/her heirs and successors for the perpetual maintenance, moving and removal of installations. The Permit is also revocable at any time where additional fees may be assessed if permittee has failed to meet the Permit requirements. **Furthermore, upon written request of the City, the encroachment(s) and/or installation(s) shall be moved, adjusted or permanently removed at permittee's expense.** If permittee fails to maintain, move, or remove the encroachment and restore the area where the encroachment was located upon request of the City, City has the right to remove the encroachment, restore said area, charge permittee for costs of removal and restoration, and place a lien upon the real property.

31. Limits of Encroachment: The permittee is allowed to construct only the encroachment that is described herein, subject to the conditions contained herein and any applicable laws. No change to the scope of work as identified in the application and/or drawings submitted therewith is permitted except upon written permission of the Agency Engineer or duly authorized representative. This Permit shall be valid indefinitely from the date of issuance, unless revoked or abandoned as otherwise provided in this Permit. The Encroachment Permit shall terminate automatically at any time permittee abandons or removes the encroachment. If permittee only abandons or removes a portion of the encroachment, this Permit shall terminate as to the portion that is abandoned or removed.

32. Transferability: This Permit is non-transferable.

- END -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2022

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:	
[REDACTED]		[REDACTED]	
[REDACTED]		PHONE (A/C, No, Ext):	FAX (A/C, No):
[REDACTED]		[REDACTED]	
[REDACTED]		E-MAIL ADDRESS:	
[REDACTED]		[REDACTED]	
Santa Barbara CA 93101		INSURER(S) AFFORDING COVERAGE	
		INSURER A: [REDACTED]	
INSURED		INSURER B: [REDACTED]	
[REDACTED]		INSURER C:	
[REDACTED]		INSURER D:	
Solvang CA 93463		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL223215296

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	BIC5023337	07/29/2021	07/29/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						Employee Benefits \$
B	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					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	UMBRELLA LIAB			0100070922-3	07/29/2021	07/29/2022	EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$					PER STATUTE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is included as Additional Insured under the General Liability Coverage.

CERTIFICATE HOLDER

CANCELLATION

Solvang Public Works or City of Solvang
411 Second St.

Solvang CA 93436

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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