



Encroachment Permit Application

See Page 2 for General Conditions

City of Willows
Public Works Department
201 N. Lassen Street
Willows, CA 95988
(530) 934-7041
Fax: (530) 934-7402

Date: _____

Permit No. _____

| Owner Information | | |
|-------------------|-------|------|
| Name: | | |
| Street Address: | | |
| City, State, Zip: | | |
| Phone: | Cell: | Fax: |

| Submittal Requirements |
|---|
| <input type="checkbox"/> Completed Application |
| <input type="checkbox"/> Insurance Certificate(s) |
| <input type="checkbox"/> Traffic Control Plan (if required) |
| <input type="checkbox"/> Bond (if required) |

| Contractor Information | | |
|-------------------------|-------|--------|
| Name: | | |
| Street Address: | | |
| City, State, Zip: | | |
| Phone: | Cell: | Fax: |
| Contractor's License #: | | Class: |
| Business License #: | | |

| Fees | |
|----------------------|--|
| Admin/File | |
| Inspection | |
| Other | |
| Total | |
| Payment received by: | |

| Workers' Compensation Declaration: I declare under penalty of perjury (check one): |
|---|
| <input type="checkbox"/> I have and will maintain Workers' Compensation Insurance, as required by Section 3700 of the Labor Code: Carrier: _____ Policy #: _____ Expiration Date: _____ |
| <input type="checkbox"/> I have and will maintain a Certificate of Consent to Self-Insure for Workers' Compensation, as provided for by Section 3700 of the Labor Code |
| <input type="checkbox"/> I certify that I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions |

| Project Information | | | |
|---|--|---------------------------------------|--|
| Excavate: | <input type="checkbox"/> Street/Alley <input type="checkbox"/> Sidewalk <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sewer | <input type="checkbox"/> Other: _____ | Install: <input type="checkbox"/> Sewer <input type="checkbox"/> Other: <input type="checkbox"/> Sidewalk _____ <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Driveway |
| Location of Work: | | | |
| Anticipated Start Date: | | Estimated End Date: | |
| Scope of Work: | | | |
| Contractor Job # or Project Name (if applicable): | | | |

| Important Notes |
|---|
| <ul style="list-style-type: none"> A minimum of 24-hours notice is required to schedule an inspection. Inspector is available Mon-Fri, 8:00 a.m. to 3:30 p.m. This permit expires (1) one year from the approval date unless otherwise noted. If you require an extension of time, please contact the Public Works Director's office. |

I certify that I have read this application and state that the above information is correct. I agree to comply with the general conditions (see page 2) and to all City Ordinances, City Standards, State and Federal laws relating to construction, and hereby authorize representatives of the City of Willows to enter upon the above mentioned property for inspection purposes. I also agree to waive, indemnify and keep harmless the City and its agents against all liabilities, judgments, costs, and expenses which may in any way accrue against said agency in consequence of the granting of this permit.

Owner / Contractor / Agent

Applicant Signature _____ Date _____ (circle one)

Approval Special Conditions: _____

Approved by: _____ **Date:** _____ **Inspection Contact #:** _____



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Encroachment Permit General Conditions

1. All contractors working on this project shall have proper insurance, with the General or Prime Contractor having liability insurance with a combined single limit of one million dollars, and also two million dollars limit for general aggregate; with the City of Willows named as an additional insured. This will be in standard form from your insurer, with a copy signed by your agent. **No work shall commence without this insurance being provided.**
2. All work shall be done subject to the supervision of and to the satisfaction of the Public Works Department of the City. The permittee shall, at all times during the progress of the work, keep the City roadway in as neat and clean a condition as possible and upon completion off the work granted herein, shall leave the City roadway in a thoroughly neat, clean and usable condition.
3. The permittee agrees by the acceptance of this permit to properly maintain any encroachment placed by the permittee on any part of the City roadway and to immediately repair any injury to any portion of the roadway which occurs as a result of the encroachment, until such time as the permittee may be relieved of the responsibility of such encroachment by the City Department of Public Works.
4. It is further agreed by the permittee that whenever construction, reconstruction, or maintenance work upon the roadway may require, the installation provided for herein shall, upon request of the City Department of Public Works, be immediately removed by and at the sole expense of the permittee.
5. No material used for fill or backfill in the construction of the encroachment shall be borrowed or taken from within the City right-of-way.
6. Where applicable, permittee shall submit proposed traffic control plan. All traffic control methods shall be California MUTCD Part 6 compliant. At least one (1) eleven foot (11') lane of any public road, under the jurisdiction of the City of Willows, and other public roads functioning or intersecting therewith, shall be kept open for travel by the general public at all times. No public road under the jurisdiction of the City shall be closed to travel by the general public without special permission, in writing, by the City of Willows Public Works Department. All trenches subject to vehicle/pedestrian traffic shall be backfilled or covered by the end of the working day.
7. The permittee, by acceptance of this permit, shall assume full responsibility for all liability for personal injury or damage to property which may arise out of the work herein permitted or which may arise out of the failure on the part of the permittee to do the work provided for under this permit. In the event any claim of such liability is made against the City or any department, official, or employee thereof, the permittee shall defend, indemnify, and hold them and each of them harmless for such a claim.
8. Trench backfill and pavement restoration shall comply with City of Willows Standard Details. Where applicable, all excavations shall be backfilled and compacted immediately after work therein has been completed. Permittee shall notify the Public Works Director 24 hours before backfilling or paving. All pavements, curbs, gutters, borrow ditches, pipes, headwalls, road signs, trees, shrubbery and/or other permanent road facilities impaired by or as a result of construction operations at the construction site(s), or at other location(s) occupied by materials and/or equipment shall be restored as good as, or better than, existing prior to construction.
9. Whenever necessary to secure permission from abutting property owners, such authority must be secured by the permittee prior to starting work.
10. The future safety and convenience of the traveling public shall be given every consideration in the location and type of construction. Permittee shall cause to be placed, erected and maintained all warning signals, lights, barricades, signs, and other devices or measures essential to safeguard travel by the general public over and at the site of work authorized herein.
11. If the construction work covered by this permit is to be done by a private contractor hired by the applicant, applicant shall notify contractor as to the conditions and requirements contained herein.
12. Permittee agrees that if the roadway and/or adjacent area is/are not left in an acceptable manner to the Public Works Director, and if such noticed deficiencies are not corrected within thirty (30) days of written notice thereof, permittee agrees to pay the City of Willows for any and all costs necessary to correct said deficiencies.
13. Contractor shall notify Underground Service Alert (USA) at least 48 hours in advance of any work; dial 811.
14. Sidewalk shall be repaired to the existing score lines or "cold joint" wherever possible.
15. It is understood and agreed that the City has prior right to use of its right-of-way. It is further understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of all the provisions contained herein and failure on the permittee's part to comply with all provisions will be cause for revocation of this permit. The permit is revocable at any time. This permit is to be on the job at all times while the work is being done.