

City of Fowler
Department of Public Works
128 S. 5th Street
Fowler, California 93625



CITY OF FOWLER
APPLICATION FOR ROAD ENCROACHMENT

Permit No. _____
For Inspection Service
Telephone: (559) 834-3113
Fax: (559) 834-1284

In compliance with Section **7-3.10** City Code of the City of Fowler, California and with the Streets and Highways Code of the State of California, the undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on the City Right-of-Way by performing the following work:

LOCATION OF PROPOSED WORK:

DESCRIPTION OF PROPOSED WORK:

Estimated Starting Date: _____ Estimated Completion Date: _____

Applicant's Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Signature X: _____
Home Phone: _____ Work Phone: _____

In consideration of the granting of this application, it is agreed that the applicant shall indemnify the City of Fowler and any and all of its officers, employees and agents and shall defend and hold them harmless from any and all claim or liability for personal injury or property damage due to any acts or failure to act in connection with any work permitted herein. Applicant further agrees to comply with all terms, conditions and specifications contained below and on the reverse side hereof.

PERMIT APPROVAL

Permission is hereby granted to perform the above described work subject to all terms, conditions and restrictions contained below and on the reverse side hereof. This permit is to be strictly construed and no work other than that specified is authorized hereby. This permit is expressly conditioned upon performance of the work. Failure to so perform said work in accordance with City specifications shall be deemed an immediate revocation of this permit and without notice. Work shall be subject to City Inspection. Permittee shall notify City Inspector _____ a minimum of 24 hours before starting work (Telephone 559-834-3113 ext. 121)

THIS PERMIT SHALL BE VOID UNLESS THE WORK HEREIN CONTEMPLATED SHALL HAVE BEEN COMPLETED BEFORE _____ To commence or complete work after said date requires approved application for permit renewal or time extension. Grantor reserves the right to complete the work to restore the right-of-way as provided in Section 10 on the reverse side hereof.

Account No. _____

Work Code _____

Work Code _____

Mtce Area _____

Permit Fee _____

Date: _____

David Weisser, Public Works Director

Date: _____

Dave Peters, Peters Engineering Group

Date: _____

Will Washburn, Peters Engineering Group

GENERAL PROVISION

1. **DEFINITION:** This permit issued under the City Code of the City of Fowler, California and the Streets and Highways Code of the State of California. The term "ENCROACHMENT" is used in this permit as defined in said provision. The term "GRANTOR" shall mean the City of Fowler, California.
2. **NO PRECEDENT ESTABLISHED:** This permit is granted with the understanding that no precedent shall be established on the question of permitting any certain kind of Encroachment within City right of way.
3. **SPECIFICATION AND REGULATIONS:** All construction shall conform to established specifications and regulations of the City of Fowler. This permit does not constitute approval of any violations of ordinance or regulations. Unless specified otherwise, construction shall conform to applicable requirements of City of Fowler Improvement Standards.
4. **KEEP PERMIT ON THE WORK:** This permit shall be kept at the site of the work and upon request must be shown to any representation of Grantor or any Law Enforcement Officer.
5. **PERMIT FROM OTHER AGENCIES:** This permit covers only those portions of the work located with the City road right-of-way. Permittee shall, whenever required by law, secure a written order or consent to the doing of the work from the California Public Utilities Commission, or any other public board having jurisdiction and this permit shall not be valid or effective until such order or consent is obtained.
6. **PROTECTION OF TRAFFIC:** Protection and control of the traveling public shall be in accordance with the requirements set fourth in the current issue of the Manual of Warning Signs, Lights and Devices for Use in Performance of Work upon Highways, issued by California Department of Transportation. Unless otherwise noted on permit, the work shall be carried out in such a manner that public traffic is not obstructed. Adequate warning devices shall be installed and maintained by Permittee until completion of the work. Permittee agrees to reimburse Grantor for any costs that may be incurred by Grantor for correcting inadequate signing (this is not intended to relieve Permittee of his responsibility to provide adequate warning devices).
7. **CLEAN UP RIGHT-OF-WAY:** Upon completion of the work all lumber, scraps, and other surplus material shall be entirely removed and the right-of-way left in a clean condition satisfactory to Grantor. All excavations shall be properly backfilled and left in safe condition. Cleanup shall include any necessary sweeping or cleaning of roadway surfaces to remove earth and debris deposited by spillage or tracking from work area.
8. **SUPERVISION OF GRANTOR:** All work to be done shall be subject to the inspection of and satisfaction of the Grantor. When requested by Grantor. Permittee shall immediately provide test reports or other certification specified by Grantor verifying compliance with the quality and performance requirements of this permit. Prior to commencing work, Permittee shall give 24-hours notice to Grantor or the person specified on the reverse side hereof, prior to starting work, resuming work after moving off this job and prior to paving. (Failure to notify the City as stated shall immediately terminate this permit).
9. **LIABILITY FOR DAMAGES:** Permittee shall indemnify the City of Fowler any of its officers, employees, servants and agents, and shall defend and hold them harmless from any and all claims or liability for personal injury or property damage due to any acts or failure to act in connection with the performance of the work permitted herein. It will be the responsibility of the Permittee to determine the location of any existing underground facilities within the work area and to arrange for any necessary relocation.
10. **MAKING REPAIRS:** Permittee shall promptly repair any and all damage to right-of-way surfaces and roadway facilities including any injury to any portion of the right-of-way which would not have occurred had the permit work not been done or the encroachment place therein, unless Grantor gives notice of its election to make such repairs itself. If Grantor gives such notice, Permittee shall immediately purchase and have delivered at the site materials specified by Grantor. All payments for labor, equipment and other charges by Grantor for or on account of such work shall be made by Permittee within ten (10) days from the date of any bill written order, or voucher sent by or approved by Grantor. Grantor may require a deposit in an amount sufficient to cover the estimated cost before starting such repairs.
11. **MAINTENANCE, REPAIR AND RELOCATON:** Permittee shall properly maintain and repair any encroachment authorized herein, unless such maintenance and repair by Permittee is exempted by law, and shall exercise reasonable care in inspecting for and immediately repairing any injury to the highway which occurs as a result of the existence of said encroachment or as the result of any work done hereunder. If at any future date it is necessary, because of road relocation or changes in grade, to relocate this facility, the owner, his assigns, heirs and successors, hereby agrees to relocate the facility upon notice by the Grantor at no expense to the County, unless otherwise provided by law.
12. **PROSECUTION OF THE WORK:** Permittee shall diligently perform the work the minimum interference to public traffic and adjacent properties. Access to adjacent properties shall be maintained at all times unless otherwise permitted by property owners. Unreasonable delays in completing the work may be cause for permit revocation and forfeiture of future permit privileges. Grantor reserves the right to require a performance bond, of amount warranted by the nature of the work, prior to or during performance of the work.
13. **CARE OF DRAINAGE:** Established drainage not to be altered unless specifically authorized.
14. **SUBMIT LOCATION PLAN:** If requested by Grantor, Permittee shall furnish as built plans showing location and details of facilities installed by this permit.

PIPES AND CONDUITS, ETC.

15. **CROSSING ROADWAY:** Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing the surface thereof. Pavement or roadway shall not be cut or otherwise disturbed unless specifically permitted on the reverse side hereof. Service pipes are not permitted inside of culvert structures used as drainage facilities.
16. **DEPTH OF PIPES:** There shall be a minimum of two (2) feet of cover over all pipes, conduits and cables.
17. **BACKFILLING:** That the trench be filled as soon as possible and provide compactions as follows: (A) Under all surfaced roads, and driveways, and in the area lying within two feet beyond the edge of surfacing (or 14 feet from the centerline, whichever is greater), all of that section of trench which lies two feet below the road surface shall be compacted to 90% relative compaction (ASTM D-2937 & D-1557) or to the compaction equal to the native soil density, whichever is greater. The top two feet of the trench shall be compact to 95% relative compaction (ASTM D-2937 & D-1557). No free water will be permitted in the area to be compacted to 90% relative compaction *(ASTM D2937 & D-1557) or to the compaction equal to the native soil density, whichever is greater.
18. **PAVEMENT RESURFACING:** Pavement on traffic lanes shall be repaired on the same day excavation is made unless otherwise permitted by the Director. Temporary asphalt surfacing material 2 inches in thickness may be used provided Permittee maintains same until final repair is made. Final repair shall be completed within 10-days unless extended by the City.
19. **MAINTAIN SURFACE:** Permittee shall maintain the surface over any and all structures placed hereunder for one year after completion.
20. **PIPES ALONG ROADWAY:** Pipes and utilities paralleling the pavement shall be located at such distance and at such depth from the pavement as specifically directed on the reverse side hereof. Cutting of tree roots is not permitted.
21. **PERMISSION FROM PROPERTY OWNERS:** Permittee shall secure permission form abutting property owners to enter and use their property.

BASE AND PAVEMENT REPAIRS, ETC.

22. **GRADES AND SPECIFICATIONS:** Base and pavement repairs and miscellaneous paving work shall be in accordance with the current specifications of the City of Fowler
- ### CONCRETE CURBS, GUTTERS, SIDEWALKS AND APPROACHES
23. **CONCRETE:** Portland cement concrete curbs, gutters, sidewalks & approaches shall be Class B concrete containing five sacks of cement per cubic yard of concrete.
 24. **STANDARDS:** All concrete work shall conform to Improvement Standards of City of Fowler. Modifications or changes shall not be made except as noted in this permit.
 25. **CURING:** All exposed concrete surfaces shall be cured with a clear curing compound equal to Hunt's Process.
 26. **CONNECTION TO STREET:** A two-inch thickness (compacted) of plant-mixed asphalt surfacing shall be placed between the driveway approach apron and the existing street surfacing.
 27. **FINISH GRADING:** All necessary backfilling, excavation and grading between curb line and property line is considered part of the work and shall be completed by Permittee.
 28. **THICKNESS:** A minimum thickness of two inches (compacted) of plant mixed surfacing shall be placed over a sub grade compacted to 90% relative compaction.
 29. **DRAINAGE:** The surfacing shall be placed to such grade that the existing drainage pattern is not obstructed. Unless specifically noted on this permit, the paved gutter elevation shall be a minimum of three inches below the existing edge of pavement elevation.
 30. **COMPLIANCE WITH APPROACH WIDTH STANDARDS:** The granting of permission to perform frontage paving is not intended to allow driveway approach widths to exceed standard maximum widths. In cases where the width of the frontage paving exceeds the allowable approach widths, the approach location(s) shall be defined by installation of six-inch high barriers or other suitable means approved by Grantor.

**City of Fowler
Permit & Inspection Fees**

Fees shall be charged to all persons receiving permits necessitated by the construction, installation or restoration of road improvements, consisting of curbs, gutters, driveway approaches, sidewalks, and asphalt paving, within an existing or proposed City Streets in the amounts determined as follows:

- (a) On the first \$70,000.00 of estimated cost of improvements – 6%
- (b) On the next \$430,000.00 of estimated costs of improvements – 3-1/2%
- (c) On the next \$500,000.00 of estimated costs of improvements – 2%
- (d) On all estimated costs over \$1,000,000.00 – 1%

Charged for excavation work related to encroachment installations within the road right-of-way except as hereinabove provided:

- (a) “Plow-in” excavation for installation of underground facilities located off the pavement area:
Less than 101 L.F.....\$30.00
Above 1,000 L.F.....\$30.00 plus \$1.10 per 100 L.F.
- (b) “Trench Type” excavating for the installation of pipelines (except as provided in (d) and (e) below), duct system or cables located off the pavement area:
Less than 101 L.F.....\$20.00
Above 100 L.F.....\$20.00 plus \$2.90 per 100 L.F.
- (c) All excavations within the pavement area (except as provided in (d) and (e) below):
Less than 101 L.F.\$50.00
Above 100 L.F.....\$50.00 plus \$25.00 per 100 L.F.
- (d) Excavation for irrigation pipeline crossing of
City Streets.....\$60.00 per street crossing
- (e) Excavation for sewer house laterals and water service laterals within the pavement area \$25.00 per lateral.
- (f) Miscellaneous permits where no field inspection is required will have a \$5.00 fee to cover administrative costs.
- (g) Blanket fees – The above fee schedule does not apply to excavations for maintenance purposes or excavations for boring new service facilities, when the size of the surface excavation is less than 35 square feet and an annual permit for this work has been issued. No fee shall be charged therefore when the inspection of such work can be done in conjunction with routine field work at inspector’s convenience. In the event problems arise requiring special field inspection, the Permittee shall pay for the inspector’s additional time at the rate of \$15.00 per hour.