



ENCROACHMENT/CONSTRUCTION PERMIT

Stanislaus County Department of Public Works
 Development Services
 1010 10th Street, Suite 4204, Modesto, CA 95354
 Phone:(209)525-7594 Fax:(209)525-6507
 E-mail: pwpermits@stancounty.com

Permit No: ENCR -

Application Date:
 Inspection Fee:

Billing Status: Paid in Full
 To Be Billed
 Fee Waived

Applicant:
 Purpose:

Site Description: County Right-of-Way APN#:

Site Address: City: Modesto State: CA Zip:

Mailing Address: City: State: CA Zip:

Telephone: Email:

CAMS No:
 Deposit:
 Receipt #:
 Liability Insurance? \$1,000,000
 License No:

Status: Pending Active
 Issued Closed

Start:
 Anticipated End Date:
 Final Acceptance:

PMA Annual Blanket Permit PGE Specific? TDN Required? Major Permit Minor Permit Minimal Permit

The undersigned is hereby applying for a permit to work in the Public right-of-way at the following locations, subject to the provisions required by Streets and Highways Code 1450-1496 and the Stanislaus County Encroachment Permit Conditions as shown on the back of this permit and made a part of here to. In addition, the applicant will adhere to any special conditions and the general conditions as specified below:

1. Construction shall be done in accordance to County Standards and California Storm Water Pollution Prevention Plan (SWPPP) Best Management Practices (BMP).
2. Applicant shall be responsible for maintaining liability insurance in the amount shown above. A liability insurance certificate policy shall be provided prior to any construction activity.
3. All construction traffic control shall conform to the California Manual on Uniform Traffic Control Devices (CAMUTCD) and per-approved detour plan.
4. All construction plans (if required) must be attached with permit.
5. Road Closures will require approval from County Traffic Division. Any impacts to traffic will require a 48 hour advance notice to the Traffic Engineer.
6. Please see Conditions page which must be attached to the permit at all times.
7. Please call inspector 48 hours in advance of a change of the start date or in advance of beginning work.
8. This permit is valid for six months from date of issuance.

ASSIGNED INSPECTOR:

Mylars Required Mylars Received As-builts Received?
 Plans: TC Plans:
 Lat: Long: Map:

Project in NPDES Red Zon
 ESCP Required?
 Post-Develop. Req?
 SWPPP Req?

ESCP Review Date:
 Post-Dev. Review Date:
 SWPPP Review Date:

Encroachment / Construction Permit Fee Item	Quantity	Fee	Total
Excavation Permit Fee	0	\$43	\$0.00
Excavation Inspection Fee (per 500 ft in unpaved areas)	0	\$203	\$0.00
Excavation Inspection Fee (per 250 ft in paved areas)	0	\$203	\$0.00
Encroachment Permit Fee for Driveway Construction	0	\$203	\$0.00
Utility Trench Cuts (\$7.30/sf, for roads with PCI rating > 50)	0	\$8.00	\$0.00
Construction Permit Fee	0	\$64	\$0.00
Curb Gutter (per 250 LF)	0	\$203	\$0.00
Sidewalk (per 250 LF)	0	\$203	\$0.00
Matching Pavement	0	\$203	\$0.00
Pipeline Maintenance Agreement	0	\$305	\$0.00
Improvement Plan Review	0	\$112	\$0.00
General Construction Inspection Services	0	\$102	\$0.00
Erosion and Sediment Improvement Plan (ESCP) - Plan Review	0	\$102	\$0.00
Erosion and Sediment Control Plan (ESCP) - Field Inspections	0	\$102	\$0.00
Traffic Control Review and Traffic Delay Notification	0	\$203	\$0.00
Road Closure Fee	ADT= 0 No. of Days: 0	\$500	\$0.00
NPDES Permit Review (Risk Level 1 = \$450, Risk Level 2 = \$675, Risk Level 3 = \$855)			\$0.00
Total Encroachment Permit Fee:			\$0.00

Project Risk Level:

Project Construction Type:

Inspection Frequency:

Project-Size: 0.00 acres
 Disturbed-Area: 0.00 acres

Utility Trench Calcs

Surface Type:
 Length: 0ft
 Width: 0ft
 Trench Area: 0sq-ft
 PCI (0-100): 0

The undersigned is hereby applying for a permit to work in the Public right-of-way at the site address as shown on this permit, subject to the provisions required by Streets and Highways Code 1450-1496 and the following permit conditions as noted below:

STANISLAUS COUNTY ENCROACHMENT PERMIT CONDITIONS

- 1. ACCEPTANCE OF THE PROVISIONS: It is understood and agreed by the Permittee that all conditions have been read, and understood. The Permittee agrees to comply with all conditions.
2. KEEP PERMIT ON WORK SITE: This permit, or a complete copy, shall be kept at the site of the work and upon request must be shown to any County representative or law enforcement officer.
3. PERMITS FROM OTHER AGENCIES: Permittee must obtain all other permits required by other public or private agencies or individuals necessary in order to perform the intended work.
4. INSURANCE: Owners, developers or contractors must provide certificates of insurance in an amount of at least \$1,000,000 or as determined by the Department.
5. BONDS: A cash deposit, performance bond, letter of credit or other approved form of security shall be submitted in an amount equal to 100% of the value of the work performed within the County right of way or easement.
6. INSPECTION NOTIFICATION: The Permittee shall notify the Department of Public Works Encroachment Inspector assigned to this project, shown on page 1, a minimum of two (2) working days prior to performance of any work under this permit.
7. TRAFFIC CONTROL: Construction traffic control shall conform to the current edition of the "California Manual on Uniform Traffic Control Devices", as published by the State of California, Department of Transportation.
8. PERMIT EXPIRATION: This permit is valid for a period of six months as measured from the construction start date or until liability insurance expires, whichever comes first, unless otherwise specified on Page one under General Notes.
9. UNDERGROUND SERVICE ALERT: Permittee must notify Underground Service Alert (USA) at 800-642-2444 or 1-800-227-2600 at least 48 hours in advance of start of work for location of underground utilities.
10. GUARANTEE: For a period of one year after acceptance by the Department of Public Works, the Permittee shall guarantee all work performed under this permit.
11. STORAGE OF MATERIAL: Excavated material, sand, gravel, or any construction materials and debris shall not be stockpiled in the County right-of-way.
12. PUBLIC CONVENIENCE: (a) The Permittee shall conduct his operations as to offer the least obstruction and inconvenience to the public and abutting property owners. (b) Unless otherwise provided in the permit, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. (c) The Permittee at his expense shall remove spillage resulting from hauling operations along or across any publicly traveled way immediately. (d) Convenient access to driveways, houses, and buildings along the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. (e) Standard work hours will be 7:00am to 5:00pm, Monday through Friday, Unless pre-approved by County Engineer and listed on page 1 of this permit under General Notes. (f) If ordered by the Inspector, water shall be supplied by the Permittee to alleviate or prevent dust nuisance.
13. SAFETY: (a) General - The Permittee shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. (b) The services of the Inspector in conducting construction review of the Permittee's performance is not intended to include review of the adequacy of the Permittee's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Inspector or the County responsible for providing a safe place for the performance of work by the Permittee, Contractor, subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person. (c) The Permittee shall instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. (d) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes. (e) Nothing in this permit is to be construed to permit work not conforming to governing law. (f) Shoring and Trench Safety Plan - Attention is directed to Section 832 of the Civil Code of the State of California, Section 6705 of the State Labor Code, and the Construction Safety Orders of the State of California Division of Industrial Safety.
14. PROTECTION OF PERSON AND PROPERTY: (a) The Permittee shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the County's property, adjacent property, and any other improvements or facilities within or adjacent to the work. (b) The Permittee shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. (c) The Permittee shall pay the entire expense of replacing the highway in as good condition as before.
15. RESPONSIBILITY FOR REPAIR OF FACILITIES: All public or private facilities, including but not limited to, gravel surfacing at existing canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds and reservoirs disturbed during construction of the work shall be repaired and/or replaced by the Permittee to match facilities existing prior to construction.
16. COUNTY'S REPAIR: In the event the Permittee refuses or neglects to make good any loss or damage for which he is responsible under this permit, the County may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Permittee.
17. CONTRACTOR'S LICENSE NOTICE: Contractors are required by law to be licensed and regulated by the Contractor's State License Board.
18. INDEMNITY AND LITIGATION COST: (a) The Permittee specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the County, the Engineer, his consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Permittee's, his Contractor's, or his subcontractors' or suppliers' performance of work under this permit. (b) In any and all claims against the County or the Engineer and his consultants, and each of their officers, employees and agents by any employee of the Permittee, his Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification of obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation status, disability benefit statutes, or other employee benefit statutes.
19. MONUMENT PRESERVATION PROTECTION: Contractor is responsible for preservation and/or perpetuation of all existing monuments which control subdivisions, tracts, boundaries, streets, highways, easements, or other right-of-way, easements, or provide survey control which will be disturbed or removed due to contractor's work.

I, the undersigned, certify that I have read and understand the entire permit (page 1 and 2) and will abide by the conditions and requirements as set forth.

Signed By:

Permit Issue Date []

Approved by County Road Commissioner (CRC): David Leamon

Permit Issued by: Patty Ramirez