

Permit Fee: \_\_\_\_\_  
Date Rec'd: \_\_\_\_\_  
Rec'd by: \_\_\_\_\_  
Check No.: \_\_\_\_\_



**MOUNTAIN HOUSE**  
COMMUNITY SERVICES DISTRICT

230 S. Sterling Drive, Suite 100 Mountain House, CA 95391  
(209) 831-2300/FAX (209) 831-5610

Issue Date: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Duration: \_\_\_\_\_  
Expiration: \_\_\_\_\_  
Extension: \_\_\_\_\_

**ENCROACHMENT PERMIT**

APPLICANT NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

AGENCY/FIRM NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

LOCATION OF WORK: \_\_\_\_\_ between or near: \_\_\_\_\_

EMERGENCY CONTACT (name/number): \_\_\_\_\_

DESCRIPTION OF WORK (sidewalk, curb & gutter, driveway, excavation, pipes, etc.)  EMERGENCY

Three sets of plans (8 1/2" x 11" preferable) must be attached showing all dimensions and locations of work with relationship to sidewalk, property lines and street centerlines.

Issuance of this Encroachment Permit is conditioned on, and is given in consideration of Applicant's express acknowledgment and acceptance of all provisions stated herein, specifically including but not limited to, the Standards & Specifications, MHCS D General Provisions printed on the second page of this Permit application and the Special Instructions as stated in the permit. By signing and submitting application for an Encroachment Permit, Applicant represents that it has read and understands all of the provisions of this Permit, and agrees to abide by and be bound by these provisions. Permit may be revoked for noncompliance with any provision of this Permit or any of the provisions of the MHCS D Community Approvals.

I hereby acknowledge that I have read and herby agree to all the provisions of this Encroachment Permit.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

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FOR OFFICAL USE

TYPE:  Boring  Trenching (PW approval)  Road Work (TE)  Temporary Traffic Control (TE)  
 Other \_\_\_\_\_

Inspector:  Ryan Perry (Harris)/209-832-6105  Tom Bullock (West Yost)/209-832-5946  
 Alfio Tonog (TRS)/209-346-6471  Barney Reno (PB World)/925-756-3014  
 MHCS D/209-831-2300: \_\_\_\_\_

Reviewed by:  Development: \_\_\_\_\_  Operation & Maint.: \_\_\_\_\_  
 Public Works: \_\_\_\_\_  Special: \_\_\_\_\_

Send to:  Consultant: \_\_\_\_\_  
 County (SJ, CC, Alameda): \_\_\_\_\_

Certificate of Insurance:  On file  Attached Bond Required:  No  Yes, amt: \_\_\_\_\_

## MHCSD GENERAL PROVISIONS

1. This Permit is issued under, and subject to, all laws and ordinances of agencies governing the encroachment permitted herein. (Including Ordinance No. 4162, "Street Opening and Pavement Restoration Regulations").
2. Permittee agrees that doing any work under this Permit shall constitute an acceptance of all provisions herein, and Permittee's failure to comply with any provision will be cause for permit revocation. Except as otherwise provided for public agencies and franchise holders, this Permit is revocable on five (5) days notice.
3. Permittee shall positively identify and protect all utilities in the MHCSD right-of-way. Utilities include boxes, vaults, conduits, poles and other facilities associated with power, telephone, CATV and other underground utilities. Permittee accepts all responsibility for damages caused by Permittee operations and costs to repair said utilities.
4. Emergency Vehicle Access (EVA) for Police, Fire and Ambulance Services shall be provided and coordinated at all times. A press release shall be issued to all those affected, including but not limited to residents, local agencies and state agencies.
5. Permittee shall be responsible for contacting and alerting emergency services and all other effected agencies prior to construction.
6. All work shall be done subject to the supervision of MHCSD and to MHCSD satisfaction. Permittee shall at all times during the progress of the work keep MHCSD streets in as neat and clean a condition as is feasible and upon completion of the work granted herein, shall leave MHCSD streets in a thoroughly neat, clean and usable condition.
7. All work shall be planned and carried out so there will be minimal inconvenience to the traveling public. Adequate provision shall be made for the protection of the traveling public. No material shall be stored within the right-of-way unless otherwise provided herein. Barricades shall be placed, with approved signs and lights at night, and flagmen shall be employed, all as may be required by the MHCSD for the particular work in progress.
8. All Permit work shall conform to the rules and regulations pertaining to safety established by the California Department of Industrial Relations, Cal/OSHA Division of Industrial Safety, Sub Chapter 4, Construction Safety Orders.
9. The jobsite shall be kept in a safe condition at all times by the daily removal of any excess dirt or debris which might be a hazard to either pedestrian or vehicular traffic. Equipment and material shall not be left overnight within the right-of-way without specific, written MHCSD approval. All necessary traffic conveniences and warning devices and personnel shall be provided, placed and maintained by and at Permittee sole expense per latest edition of the CALTRANS Manual of Uniform Traffic Control Devices.
10. Water use by Permittee shall be per guidelines set forth in MHCSD Water Use Permit. Water use load count sheet shall be filled out and submitted to the MHCSD inspector every two (2) weeks. The water meter shall be installed prior to any water usage. Permittee shall coordinate installation of water meter with MHCSD.
11. Permittee agrees to 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 Permittee failure to do and complete the work provided under this Permit. In the event any claim of liability is made against the MHCSD, or any official or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless for such claim.
12. Whenever it is necessary to secure permission from abutting property owners, Permittee shall secure such authority in writing, prior to starting work.
13. Permittee agrees to make, at its own expense, such repairs as deemed necessary by the MHCSD Public Works Manager or his/her representative. All work shall conform to MHCSD Standard Specifications and Standard Details.
14. No material used for fill or backfill in the encroachment construction shall be borrow fill taken from within the MHCSD right-of-way.
15. After Permit work completion, all debris, lumber, barricades, or any excess material shall be removed and the jobsite left in a neat, workmanlike manner. Immediately following completion of construction permitted herein, Permittee shall contact MHCSD for final inspection (209-831-2300).
16. All backfill material shall contain a moisture content as necessary and be thoroughly compacted by mechanical means. If required by the MHCSD Public Works Manager, such backfill shall consist of sand, gravel or crushed rock. Permittee shall maintain the surface over structures constructed hereunder as may be necessary to ensure return of the roadway to MHCSD standards and until relieved of such responsibility by the MHCSD. Wherever pavement surfacing is cut or damaged in the work of placing an encroachment structure, such material shall be removed from the site and shall be replaced in kind to MHCSD standards. (Comply with Ordinance No. 4162, "Street Opening and Pavement Restoration Regulations"). If trenching in paved surface is a part of work, refer to attached "Conditions and/or waiver for Trench Repaving".
17. Permittee agrees to properly maintain any encroachment structure placed by the Permittee on any part of MHCSD streets and to immediately repair any injury to any portion of the street which occurs as a result of said encroachment structure, until such time as MHCSD may relieve the Permittee of such maintenance responsibility for the encroachment structure.
18. Permittee agrees that whenever construction, reconstruction or maintenance work upon the street requires that the installation provided for herein be relocated, Permittee shall relocate the installation at his/her sole expense as directed by the MHCSD.

**Permittee (please print):** \_\_\_\_\_

**Signature (please sign):** \_\_\_\_\_

**Date:** \_\_\_\_\_