

## ENGINEERING ENCROACHMENT APPLICATION

Department of Public Works  
Engineering Department  
678 West 18th Street  
Merced, CA 95340

Phone: 209-385-6846 for information  
Email: encroachmentpermit@cityofmerced.org

*For Office use only*

Fire Hydrant Deposit: \_\_\_\_\_

Encroachment Permit Fee: \_\_\_\_\_

Total Deposit and/or Fee: \$ \_\_\_\_\_

PERMIT NUMBER: \_\_\_\_\_

WORK ORDER NUMBER: \_\_\_\_\_

**PLEASE PRINT CLEARLY AND FILL IN ALL APPLICABLE SECTIONS**

### PROJECT INFORMATION

PROJECT NAME: Black Lives Matter Street Mural

PROJECT SITE ADDRESS / LOCATION:

Canal / Bob Hart Square 16th Street

☐ PRIVATE ☐ UTILITY COMPANY ☒ PUBLIC AGENCY

APN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

WORK DESCRIPTION: (Fully describe work within City's Right-of-Way, including any street or lane closures. Attach separate sheet if necessary. Attach complete plans, specifications, product submittals, calculations, maps, etc. where applicable)

We need to close CANAL between 16th and Bob Hart Square. Also alley access to CANAL from K thru M street needs to be blocked.

CHECK THE APPROPRIATE CATEGORIES BELOW WHICH DESCRIBES THE PROJECT:

- |  |  |  |  |
|--|--|--|--|
| <input checked="" type="checkbox"/> New Construction                           | <input type="checkbox"/> Street Lights               | <input type="checkbox"/> Fire Hydrant(s)               | <input checked="" type="checkbox"/> Flags, signs, banners, decorations |
| <input type="checkbox"/> Maintenance or Repair                                 | <input type="checkbox"/> Sewer main, lateral         | <input type="checkbox"/> Storm Drain, lateral          | <input type="checkbox"/> Water main, lateral                           |
| <input type="checkbox"/> Curb/gutter, driveway approach, sidewalk, curb return | <input checked="" type="checkbox"/> Street Surfacing | <input type="checkbox"/> Public utility repair/install |  |

Estimated Start Date August 14, 2020 Estimated End Date August 16, 2020

(Permit shall be inactive after 30 calendar days, time maybe extended at the discretion of the City Engineer, additional fees may apply)

### ATTACHED DOCUMENTS:

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> CERTIFICATE OF INSURANCE | <input checked="" type="checkbox"/> CONSTRUCTION PLANS | <input type="checkbox"/> TRAFFIC CONTROL PLANS  | <input type="checkbox"/> MONUMENT PRESERVATION CERTIFICATE |
| <input type="checkbox"/> CITY BUSINESS LICENSE    | <input type="checkbox"/> N.P.D.E.S. (SWPPP) PERMIT     | <input type="checkbox"/> OTHER PERMITS (Fish & Wildlife, Army Corp Engineer, State Water Board, Caltrans) |  |

**FOR GRADING PROJECTS PLEASE INCLUDE THE CALIFORNIA STATE WATER BOARDS STORM WATER DISCHARGE IDENTIFICATION NUMBER**

W.D.I.D. NUMBER: \_\_\_\_\_

### CONTRACTOR:

NAME: United Way of Merced County

LICENSE NUMBER: N/A CLASSIFICATION: N/A

ADDRESS: 531 West Main Street

CITY/STATE/ZIP Merced CA 95340

PHONE: (209) 3834242 FAX: ( )

EMAIL: ceo@unitedwaymerced.org

(Contractor shall sign the Encroachment Permit)

### APPLICANT/OWNER AUTHORIZATION

NAME: United Way of Merced County

COMPANY: Black Lives Matter Street Mural

ADDRESS: 531 West Main Street

CITY/STATE/ZIP Merced CA 95340

PHONE: (209) 5665422 FAX: ( )

EMAIL: ceo@unitedwaymerced.org

CHOOSE ONE:

☐ I am the sole owner and hereby authorize the filing of this application.

☐ I am a representative of a Utility Company and I have been given authorization to sign this encroachment permit on their behalf.

☒ I own the project site jointly with one or more persons and am empowered to authorize the filing of this application on behalf of my fellow property owners

## City of Merced Encroachment Permit Terms and Conditions

1. **ACCEPTANCE OF PROVISIONS.** Permittee's engagement in any activity under this permit shall constitute an acceptance of provisions.
2. **KEEP PERMIT ON THE JOBSITE.** This Permit shall be kept at the site of the work and must be shown to any representative of the City of Merced.
3. **ENCROACHMENT ON CITY RIGHT OF WAY ONLY.** This Permit only relates to encroachment on the City's easements and right-of-way. This permit does not address encroachment on the real property or right to real property belonging to any other entity. The City makes no warranty concerning this encroachment and the real property, or the right to real property to any other entity. Permittee places this encroachment at its own risk.
4. **ADDITIONAL AUTHORIZATION.** Permittee shall secure written authorization, order or consent, prior to the performance of any work hereunder, from any private or public entity, or other lawful authority which may pertain to the use of right-of-way or real property and the type of activity for which this permit is granted. This Permit shall be suspended in operation unless and until such authorization, order or consent is obtained.
5. **MAINTENANCE.** Permittee shall exercise reasonable care to maintain properly any encroachment placed by it in the public right-of-way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right-of-way as a result of activities performed under this permit, including any and all damage to the right-of-way which would not have occurred had such work not been done or such encroachment not placed therein. The City shall not be held responsible for any damage to any improvements or facilities installed by Permittee under this permit, whether said damage is caused by the City or its agent or otherwise.
6. **CLEAN UP RIGHT OF WAY.** Upon completion of any activity under this permit, the job site and surrounding area shall be placed in the same condition or better than it was immediately prior to work, for example, all brush, timber, scraps, trash and material shall be entirely removed and the right-of-way left in as presentable condition as before work started. In instances where work affects City facilities (sidewalks, roadway pavement), the surrounding area must be returned to current City standards.
7. **CONSTRUCTION.** All construction activity pursuant to this permit shall conform to City of Merced Standard Specification. All of the work shall be done subject to the supervision of, and to the satisfaction of, the City of Merced.
8. **FUTURE MOVEMENT OF WORK OR INSTALLATION.** Whenever the City desires to construct, reconstruct or do maintenance work on City facilities on the right-of-way, or to use the right-of-way for any purpose, the Permittee shall, upon request of the City, immediately move, remove, relocate or otherwise change, any improvements, work or installation on the right-of-way, all at the sole expense of the Permittee.
9. **INDEMNITY.** The Permittee shall, to the fullest extent permitted by law, indemnify and hold the City free and harmless of and from all claims, demands, losses, and liability, including cost and legal fees, arising directly or indirectly out of obligations undertaken in connection with this permit, excepting only claims arising from the sole negligence or misconduct of the City.
10. **INSURANCE.** At any time, at the judgment of the City, Permittee may be required to obtain commercial general liability insurance, naming Permittee as insured and the City as additional insured. Permittee's failure to obtain such insurance when required shall be a material breach of this permit.
11. **BOND.** At any time, the City may require the Permittee to obtain a bond, in an amount equal to the value of work or improvements constructed or activities performed by Permittee. Permittee's failure to provide a bond when requested shall be a material breach of this permit.
12. **NO HAZARDOUS MATERIALS/WASTE OR SPILLS.** Storage and/or disposal of any hazardous material(s) or hazardous waste(s) on to this right-of-way are expressly forbidden. Any spills of a hazardous material or hazardous waste used or produced during the permitted activity is to be cleaned up immediately by the Permittee, at their expense. The City has the absolute right to immediately suspend an operation that does not adhere to these requirements, or is found in violation of any Local, State, or Federal Environmental Regulations, until the problem is adequately or completely resolved.
13. **AS-BUILT DRAWINGS.** On all permits affecting City pipelines and facilities, Permittee shall submit As-Built Drawings within 30 days of completing the work.
14. **NOTIFICATION.** Permittee shall notify the City of Merced at (209) 723-2489 at least 48 hours prior to start of work and 5 working days prior to closing a lane as shown on the approved traffic control plans.
15. **ENVIRONMENTAL.** The Permittee shall comply with and abide by all federal, state and local environmental laws, rules, regulations, and guidelines applicable to the site of the work or activities for which this permit is granted. Permittee's failure to fulfill this provision shall be a material breach of this permit. The City shall not be held responsible for any violation or non-compliance by Permittee of any and all applicable laws, rules, regulation and guidelines pertaining to environmental issues in the performance of the work or activities under this permit. These issues include but are not limited to: wildlife habitat; rare, threatened, endangered or species of special concern; sensitive vegetation, air and water quality, cultural resources, etc., their impacts, and mitigation thereof.

Signature: \_\_\_\_\_

Manuel Alvarado  
Key: e0c7bbd2a1333ae394a941b8cf199a5f

Date: 07/28/2020