



**AUTHORIZATION & AGREEMENT FOR
TEMPORARY ENCROACHMENT INTO CITY RIGHT-OF-WAY
FORM 5514
File No. 0610-30-PA-036**

Property Location

_____ Application Fee: **\$75** (Acct. No. 408735-4781, Tran Code 3802)

Permit No.:

Applicant, please complete all lines indicated with a checkmark (✓)

Pursuant to Chapter 12.28 of the Chula Vista Municipal Code, permission is hereby granted to:

✓ _____ ✓ _____
Company/Applicant's Name Phone No.

✓ _____
Mailing Address City State Zip

(hereinafter "Permittee") to temporarily install, place or store the herein described encroachment within a portion of right-of-way belonging to the City of Chula Vista (hereinafter "City").

Whereas, the Permittee has requested the permission of City to encroach on City's right of way adjacent to and for the direct benefit of the property at the above described location to use said right-of-way for the following use:

✓ _____

(hereinafter "Temporary Encroachment"). City's permission is hereby granted to place the above-mentioned Temporary Encroachment on the real property belonging to City as described above in accordance with the following conditions:

1. This permit is effective between the dates of _____ and _____, after which the Temporary Encroachment shall be removed, or Permittee may request City to extend the effective dates. Approval of such request is at the discretion of City's City Engineer and such extension of time is not to exceed the original time limit of this permit.
2. Said Temporary Encroachment shall, in no way interfere with or disturb any existing facilities including: manholes, vaults, meters, transformers, valves (gas or water) owned by utility companies, or curb inlets/outlets, storm drain cleanouts or sewer manholes owned and maintained by the City.
3. Maintenance, removal or relocation of the above-mentioned Temporary Encroachment shall be the sole responsibility of the Permittee, or lessee and at no expense to City.
4. If the Temporary Encroachment consists of temporary placement of construction materials or equipment (including trash bins) within the area on the street-side of the curb line or obstructs any part of the public sidewalk:
 - a. Permittee, at Permittee's sole cost, shall provide barricades *with flashers* for the duration of the encroachment as required by the City Engineer.
 - b. Encroachment, if over thirty-six (36) inches in height, shall not be placed within twenty (20) feet of any driveway approach on the neighboring properties to prevent obstructing the vision of drivers exiting said driveway.

c. The City Engineer may require Permittee to furnish a certificate of Insurance with the City of Chula Vista as Additional Insured indicating a minimum liability coverage in the following amounts:

- 1. Bodily Injury: \$500,000 each person
\$1,000,000 each occurrence
\$1,000,000 aggregate products and completed operations
- 2. Property damage: \$250,000 each occurrence
\$500,000 aggregate

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum.

The company providing the insurance shall have an AM Best's rating of B+ or better and be domiciled in the United States.

This Temporary Encroachment Agreement is an insured contract for the project.

- 5. The Encroachment shall be installed and maintained in a safe and sanitary manner as determined by the City Engineer.
- 6. Permittee shall restore any surface improvements, including landscaping, disturbed by this encroachment to their original condition.
- 7. Trash bin shall be provided with cover to minimize direct precipitation and prevent run off.

This permit is revocable upon written notice by City to Permittee, and upon such notice, the installation/placement must be removed, or relocated, as may be specified in writing by the City Engineer at Permittee's expense immediately upon request. If Permittee fails to remove or relocate the Encroachment within the period allotted, City may cause such work to be done and the cost thereof shall be billed to Permittee by City.

Permittee shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers and employees, from and against all claims for damages, liability, cost and expense (including without limitation attorneys' fees) arising out of the conduct of the Permittee, or any agent or employee, subcontractors, or others in connection with the execution of the work covered by this permit, except only for those claims arising from the sole negligent or sole willful conduct of the City, its officers, or employees. Permittee's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, Permittee at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Permittee's indemnification of City shall not be limited by any prior or subsequent declaration by the Permittee.

The undersigned Permittee hereby accepts the foregoing Temporary encroachment Permit upon the terms above set forth and agrees to all of the conditions and covenants on its part to be performed. It is understood and agreed that, in addition to the above conditions, all applicable conditions of the City of Chula Vista Municipal Code are incorporated herein by reference as if set forth in full.

Permittee:

✓ _____ ✓ _____
Signature Date

✓ _____
Print Name

City of Chula Vista (Designee):

_____ _____
By Date