



# AUTHORIZATION & AGREEMENT FOR TEMPORARY ENCROACHMENT INTO CITY RIGHT-OF-WAY FORM 5514-TCP

**Temporary Minor Work with Traffic Control**  
**File No. 0710-40-PE-001/Minor Work TCP**

Property Location			
<input type="checkbox"/>	Application Fee:	<b>\$137</b>	(Acct. No. 408735-4781, Tran Code 0224)
<input type="checkbox"/>	Inspection Fee:	<b>\$68</b>	(Acct. No. 1369210-4781, Tran Code 3804)
<input type="checkbox"/>	Traffic Control Fee:	<b>\$225</b>	(Acct. No. 1369207-5231, Tran Code 3800)
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		License No.		Phone No.

✓	_____	_____	_____	_____
	Mailing Address	City	State	Zip

(hereinafter "Permittee") to temporarily encroach within a portion of right-of-way ("ROW") or easement belonging to the City of Chula Vista ("City") for the purpose of conducting minor work.

Whereas, the Permittee has requested the permission of City to temporarily encroach on City's ROW or easement adjacent to and for the direct benefit of the abovementioned property to use said ROW or easement for minor work with associated temporary installation and maintenance of traffic control signs and/or devices per the attached traffic control plan(s) for the following location(s) and purpose:

✓	_____
---	-------

(hereinafter "Encroachment"). City's permission is hereby granted for the above-mentioned 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 Encroachment shall be discontinued or removed, or Permittee may request City to extend the effective dates. Approval of such request, and the length of the extension granted, is at the City's discretion.
2. Traffic control shall be installed, maintained and removed by an "A" or a "C31" licensed Contractor.
3. Encroachment shall be installed and maintained in a safe and sanitary manner as determined by City.
4. Traffic control shall be accomplished in compliance with approved Traffic Control Plans (TCP). City approved TCP shall be obtained and incorporated for any work in the City ROW or easement that requires restricting parking, closing the sidewalk or closing any lanes of traffic prior to starting work.
5. City Public Works Inspectors and/or Open Space Inspectors possess the authority to shut down work and require revised traffic control plans, as necessary, if they determine that existing traffic controls and/or established work zones are not appropriate to the project.
6. The work to be done shall not be scheduled in conflict with any other work being done in the area.

7. Encroachment shall in no way interfere with any existing utility, City improvement or City facility. Any costs arising from changes of or to any City equipment, improvement or facility due to the Encroachment shall be the sole responsibility of Permittee and at no expense to City.
8. Encroachment shall conform to the standards of the City of Chula Vista including the restoration of existing improvements and/or landscaping to original condition to the City's satisfaction.
9. Maintenance, removal or relocation of the Encroachment shall be the responsibility of the Permittee and at no expense to City; and shall be subject to the conditions of this permit and to City's satisfaction.
10. Permittee shall call the Construction Inspection Section at (619) 397-6128 or the Open Space Inspection Section at (619) 606-3686, whichever applies, at least 24 hours (one working day) prior to doing any work at the site in the City right-of-way or easement.
11. Permittee shall furnish City a certificate of Insurance *with the City of Chula Vista named as Additional Insured and as certificate holder* and indicating a minimum liability coverage in the following amounts:
  - a. Bodily Injury:
    - \$500,000 each person
    - \$1,000,000 each occurrence
    - \$1,000,000 aggregate products and completed operations
  - b. Property damage:
    - \$250,000 each occurrence
    - \$500,000 aggregate
  - c. 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.

This permit is revocable upon written notice by City to Permittee. Upon such notice, the Encroachment shall be removed or relocated, as may be specified in writing by City, 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 hereinabove 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