



DEPARTMENT OF TRANSPORTATION

<http://www.edcgov.us/DOT/>

(County use only)
WO #

UTILITY RIGHT OF WAY ENCROACHMENT PERMIT APPLICATION El Dorado County Ordinance Code Chapter 12

Applicant Information:

Company: _____
Mailing Address: _____
Phone Number: _____

Applicant hereby applies for a permit to perform the following work:

Application Date: _____ Work to be performed by: Applicant Contractor Owner
Job #: _____ Est. Start Date _____ Est. Working Days: _____
Encroachment Location: _____

Description of Work
(200 characters max)

Type of Encroachment (check all that apply)	<input type="checkbox"/> Install new facilities <input type="checkbox"/> Repair / replace existing facilities <input type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> Cut existing asphalt <input type="checkbox"/> Trenching <input type="checkbox"/> Boring <input type="checkbox"/> Potholing
Temporary Traffic Control (check all that apply)	Closures needed: <input type="checkbox"/> Full road <input type="checkbox"/> Lane closure <input type="checkbox"/> Shoulder <input type="checkbox"/> Traffic Signal within 500 feet of work <input type="checkbox"/> Night work anticipated (how many nights) <input type="text"/>

Applicant has attached the following supporting documents:

Insurance Certificate Improvement plan Traffic control plan Road closure details Rider application(s), if applicable

Applicant agrees to the following:

- To accept responsibility for keeping all permit activities on County property. The permit does not grant permission for any activity outside of County property.
- To be responsible for obtaining all other necessary permits and permissions from affected private property owners, public agencies, and others.
- To adhere to all Provisions of Encroachment stated in the General Provisions of Encroachment, all County Codes and Ordinances, Street and Highway Codes, Vehicle Codes, County Insurance requirements, all standard permit conditions, and all special conditions placed on the permit.
- INDEMNITY:** To the fullest extent of the law, the Permittee shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages, including attorneys' fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic consequential or special damages which are claimed or which shall in any way arise out of or be connected with Permittee's work, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Permittee, the Contractor, subcontractors or employee of any of these, except the active, or sole, negligence of the County, its officers and employees, where expressly prescribed by statute.
The duty to indemnify and hold harmless the County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of the Permittee, and/or Contractor are separate, independent obligations under the Permit, and the provision of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting, the insurance obligations set forth in the Permit documents.

I hereby affirm under penalty of perjury that all information submitted is true and correct to the best of my knowledge:

Company: _____ Contact Division: _____
Printed Name: _____ Contact Phone #: _____
Job Title: _____ Contact Email: _____
Signature: _____ Date: _____

NOTICE: THE FINANCIALLY RESPONSIBLE PARTY (FRP) FORM HAS BEEN EXECUTED

(If limited partnership or corporation, signature must be attested by corporate Secretary with a Certified Resolution)

SUBMIT APPLICATION TO:

El Dorado County, Department of Transportation
2850 Fairlane Ct, Placerville, CA 95667
(530) 621-5941, dot.permits@edcgov.us

*An application fee per the current DOT Fee schedule is required.
A deposit may be required. Additional time and materials charges for labor costs plus vehicle usage will be billed.*



COMMUNITY DEVELOPMENT SERVICES

DEPARTMENT OF TRANSPORTATION

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AGREEMENT FOR PAYMENT OF PROCESSING FEES

Business or Name of Financially Responsible Party

Project/Facility Number

the FINANCIALLY RESPONSIBLE PARTY (hereinafter FRP), agrees as follows:

1. This project/facility is subject to time and materials method of billing or raises issues that may require significant staff and/or consultant time which might not be covered by the initial processing deposit/fee detailed in the approved Board of Supervisors Consolidated Fee Schedule as amended from time to time. Therefore, the FRP for this project will be billed at the approved rate for time and materials for the processing of this project. The fee initially collected will be a deposit toward subsequent billings.
2. Accounting of time spent on the project and/or applicable fees will be detailed in a statement/invoice sent to the FRP.
3. The FRP is responsible for payment of all permit processing costs and/or applicable fees associated with this project/facility. If payment is not received within 90 days of the date of an invoice, the County may elect to stop work and close the file. The County may require a new application and/or new deposit before resuming processing of the project. Projects with an outstanding balance due on their account that are not paid in full by the scheduled appearance on the Planning Commission, Zoning Administrator, or Board of Supervisors agenda will not proceed until after any balance due is paid.
4. If during the course of processing, the FRP changes, the new FRP must complete an Agreement for Payment, which will release the previous FRP from further financial obligations and designate the new FRP.
5. The FRP understands and agrees that if the FRP owes any overdue balance for processing this project as defined in Item 2 above, DOT will not accept any subsequent permit applications from the FRP until the outstanding balance due is paid.
6. FRP agrees to pay any and all remaining fees applicable under the approved Board of Supervisors Consolidated Fee Schedule prior to map clearance for recordation or clearance for record of survey or issuance of any building or grading permits or any other permits under authority of the DOT. No clearances or permits will be issued without receipt of full payment of fees applicable under the approved Board of Supervisors Consolidated Fee Schedule, unless waived or adjusted in accordance with County Board of Supervisors Policy B-2.



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Project/Facility No. _____

7. If the FRP appeals a decision on this project/facility, the costs of processing the appeal will be charged to the FRP pursuant to the fees applicable under the approved Board of Supervisors Consolidated Fee Schedule at the time of Appeal.
8. If payment is not received within 90 days of said statement/invoice, collection will be initiated. Unpaid balances turned over to County Revenue Recovery will be assessed an additional fourteen percent (14%).
9. A processing fee will be charged for any check returned for insufficient funds, up to the maximum allowed by the State of California.

Executed this _____ day of _____ 20_____

FINANCIALLY RESPONSIBLE PARTY

Business/
Name _____

Representative
Name _____

Street Address

City State Zip

FINANCIALLY RESPONSIBLE PARTY/Representative:

Signature

Reviewed by: _____
DOT Representative

CHANGE OF FINANCIALLY RESPONSIBLE PARTY (FRP)

If this document supersedes a previous Agreement for Payment, due to change in financial responsibility, the previous FRP must also sign to acknowledge release of responsibilities. Upon project completion, any remaining deposit will be refunded to the FRP currently on record.

PREVIOUS FINANCIALLY RESPONSIBLE PARTY:

Print Name Signature

Street City State Zip

Date of release of financial responsibility: _____