

ENCROACHMENT PERMIT TYPE 2 APPLICATION



225 FIFTH STREET • SPRINGFIELD, OR 97477 • PH: 541-726-3753 • FAX: 541-726-3689

The Encroachment Permit Type 2 is intended for complex encroachment permit requests that require professional plans but that do not rise to the level of a Public Improvement Project. Examples of qualified projects might include the following:

- Sewer lines (except those in collector/arterial streets)
- Street lighting
- Work completed in an easement
- Street frontage improvements
- Simple street paving projects
- ADA ramps
- Limited to one worksite location

The City Engineer has the authority to determine the type of permit appropriate for a project based on risk factors and may at their sole discretion determine that a project must be submitted as a Public Improvement Project (PIP). Any project with an estimated cost of \$100,000 or over will be considered a Public Improvement Project.

STEP 1: PROJECT CONTACTS

APPLICANT				
NAME		PHONE	EMAIL	
MAILING ADDRESS			CITY	STATE ZIP
CONTRACTOR				
BUSINESS NAME		LICENSE NUMBER		EXP DATE
PROJECT SUPERVISOR		PHONE		
EMAIL				
MAILING ADDRESS			CITY	STATE ZIP
DESIGN PROFESSIONAL				
Add additional sheets if more than one design professional is working on the project.				
NAME		OREGON REG./LICENSE #		
DESIGN PROFESSIONAL: <input type="checkbox"/> CIVIL ENGINEER <input type="checkbox"/> ENVIRONMENTAL ENGINEER <input type="checkbox"/> TRAFFIC ENGINEER <input type="checkbox"/> STRUCTURAL ENGINEER <input type="checkbox"/> LICENSED ARCHITECT <input type="checkbox"/> LICENSED LANDSCAPE ARCHITECT				
EMAIL		PHONE		
MAILING ADDRESS			CITY	STATE ZIP

UTILITIES
DOES YOUR UTILITY COMPANY HAVE A FRANCHISE AGREEMENT WITH THE CITY? PLEASE IDENTIFY THE TYPE OF AGREEMENT <input type="checkbox"/> FRANCHISE AGREEMENT <input type="checkbox"/> LICENSE <input type="checkbox"/> NA
NAME OTHER UTILITIES IF THIS IS A JOINT PROJECT
INTENT OF PROJECT FOR OTHER UTILITY WHO WILL OWN ANY FACILITIES PLACED IN RIGHT OF WAY

STEP 2: DESCRIPTION OF WORK

PROJECT SITE		
SITE ADDRESS		TAX LOT
		MAP LOT
PERIOD OF USE OR TIME OF CONSTRUCTION: 7AM TO 6PM, UNLESS IT'S AN EMERGENCY CONSTRUCTION SCHEDULE REQUIRED PRIOR TO START OF WORK	FROM DATE	TO DATE
	DAILY START TIME	DAILY END TIME
SCOPE OF WORK		
TYPE OF WORK: <input type="checkbox"/> PLACING NEW FACILITIES IN THE RIGHT OF WAY <input type="checkbox"/> REPAIRING/MAINTAINING EXISTING FACILITIES		
ESTIMATED TOTAL PROJECT COST*		
*ATTACH ITEMIZED DESIGN PROFESSIONAL'S ESTIMATE		
DESCRIBE THE WORK THAT IS TO BE DONE AS PART OF THIS PROJECT		

STEP 3: PLANS AND ADDITIONAL SUBMITTALS

Submit four copies of the project plans and a set of digital plans. All plans must be stamped by a design professional and designed according to the City Standard Construction Specifications, the design guidelines contained in this Engineering Design Standards and Procedures Manual, other applicable City policies and regulations, and any other specific requirements of the City Engineer.

Design of ADA facilities shall at a minimum meet the current federal Technical Requirements as described in the United States Access Board's 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way Notice of Proposed Rulemaking (NPRM).

Work Plans must be attached in an email to engineering@springfield-or.gov. Reference the site location and name in subject line.

SUBMITTAL REQUIREMENTS

1. **A complete Encroachment Type 2 Permit Application** signed by the applicant and acknowledged by all contractors and design professionals working on the Project, if different from the applicant.
2. **Itemized cost estimate for construction of the Project.** This estimate must be based on the BOLI prevailing wage and must include the project contingency and any fees required to be paid to the Applicant's design professional(s).
3. **One copy of any applicable land use decisions** and explanations of how applicable conditions will be met by the Permit and any additional applicable studies required by the Engineering Design Standards and Procedures Manual.
4. **Permit deposit.** See Step 4 below.
5. **All design professionals' Insurance Certificates** with all required endorsements (including applicant if applicant is a design professional).
6. **Contractor's Insurance Certificates** with all required endorsements (including applicant if applicant is a contractor).
7. **Approved Financial Security**, provided by the Applicant to secure the completion of and payment for the project work, with the amount and surety being subject to approval by the City. See Step 4 below.
8. **Temporary Traffic Control Plan** for project construction. See additional information under Safety and Environment.
9. **List of Subcontractors** for approval.
10. **Concurrences from affected utilities**, signifying that they have been given a chance to review and comment on the project. The "Concurrence Letter" form can be found at the end of this application. If a utility company does not reply, proof must be submitted that at least two attempts were made.
11. **Copy of approved pavement mix designs and/or any other required material submittals.**
12. **Two copies of the Special Provisions for Construction**, if any are necessary.
13. **Applicable permits required by other Agencies** to complete the project.
14. **"As-Built"/record drawings and data** must be provided to the city by the coordinating design professional following completion of construction and prior to beginning the project warranty. These must include all changes noted during the construction and field measurements indicated on the inspection notes and drawings. Refer to Chapter 9.00 DRAFTING STANDARDS and Chapter 10.00 ELECTRONIC ACCEPTANCE STANDARDS of the *Engineering Design Standards and Procedures Manual* for requirements for the submittal and acceptance of AutoCad As-Builts.

SAFETY AND ENVIRONMENT

AIR QUALITY

Type of Dust Control to be utilized: _____

WASTEWATER SPILL/OVERFLOW PREVENTION

Directions: City policy requires that all work performed in the City right of way/easement is in full compliance with DEQ and EPA regulations. No spillage of raw sewage shall occur during construction, including spillage in an open trench or excavation. The contractor shall take all reasonable precaution to avoid spills and shall immediately notify City of Springfield Maintenance 541 726-3615 or 541 726-3761; After hours Emergency Response Team 541 953-3428 in the event of a spill.

Plan submittal for Wastewater main line work: Bypass pumping Temporary plugging of sanitary main

STORMWATER POLLUTION PREVENTION PLAN

Directions: The City is required by Federal and State law to monitor the discharge of construction stormwater and site runoff. Applicants shall develop and submit a Stormwater Pollution Prevention Plan (SWPPP) that minimizes to the maximum extent practicable the discharge of sediment and other pollutants to the public stormwater system. Call LDAP with questions, (541) 726-5489. Some common issues on right of way construction projects that may need to be addressed in your SWPP include: dewatering, soil erosion, hazardous material storage/spill prevention, sawcut slurry runoff, and site runoff/sedimentation. Please be aware that each project is unique and may present challenges not addressed in this set of examples.

TRAFFIC CONTROL PLAN

Directions: You will need to submit a Traffic Control Plan as part of the plan set, which will need to be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and Oregon Temporary Traffic Control Handbook. If operations are 3 days or less, follow the Oregon Temporary Traffic Control Handbook (OTTCH). For operations that will require a TCP outside the operational limits of the OTTCH a TCP shall be prepared and stamped by a Professional Engineer licensed in the State of Oregon. Depending on the scope of work The City of Springfield may also require a TPAR.

STEP 4: FINANCIAL SECURITY AND INSURANCE

INSURANCE

All contractors and design professionals working under this Permit must provide insurance that meets the requirements in the *Engineering Design Standards and Procedures Manual* Section 12.07 and keep it in effect for the duration of the work under this Permit. EDSPM 12.07 is specifically incorporated herein by reference; where the language in this Permit conflicts with EDSPM Section 12.07, the language in the EDSPM will prevail.

It is the applicant's responsibility to ensure that any contractor or design professional working under this Permit obtain the required coverages. The minimum requirements are summarized below, but see EDSPM Section 12.07 for the complete requirements:

- Commercial General Liability Coverage: \$2,000,000 per occurrence and \$3,000,000 aggregate, occurrence-basis.
- Worker's Compensation Coverage: Not less than \$500,000 per accident or proof of exemption from coverage.
- Commercial Automotive Liability Coverage (Contractor only): \$1,000,000 combined single limit per occurrence.
- Professional Liability Coverage (Design Professionals only): \$2,000,000 combined single limit per occurrence, \$3,000,000 annual aggregate limit.
- Railroad Liability Coverage and other coverages may be required by the City as needed.

All insurance must carry a rating of A- or better with A. M. Best and must be approved by the City as to terms, conditions, and form. The City has the right to reject any certificate or endorsement for unacceptable coverage and/or companies. All policies must include a 30-day notice of cancellation or material change in coverage clause. If the approved insurance company will not provide this 30-day notice, the applicant must provide written notice to the City within two (2) days of becoming aware that the coverage has been cancelled or materially changed, regardless of the circumstances causing the coverage to cease or lapse. Notice must e-

mailed directly to Purchasing in the Springfield Finance Department at purchasing@springfield-or.gov with a copy to Amanda Clinton at aclinton@springfield-or.gov.

DEPOSITS

The Applicant must deposit funds with the City that are sufficient to cover the City’s estimated staff costs and expenses dedicated to the project. Any unused deposit funds will be refunded to the Applicant at the same time as final release of the Financial Security. The City will periodically review the amount of deposited funds compared to Project expenses to determine if there are sufficient funds deposited. The City will notify the Applicant if there are insufficient funds to continue paying expenses. The Applicant must submit the additional deposit within 14 days of the first notification, or else the City may put a stop work order on the project. Funds held on deposit are property of the City and are not held in trust for the Applicant. The Deposit is due at the time of initial plan submittal. The deposit calculation for this permit is as follows:

CONSTRUCTION DEPOSIT CALCULATION	
Encroachment Type 2 Deposit Flat Fee	\$4,500
Tech Fee	\$225
Total	\$4,725

FINANCIAL SECURITY:

Financial security for the project must be equal to or greater than 50% of whichever cost is higher: (1) the price of the Applicant’s contract for the work, or (2) the official itemized design professional’s estimate of the cost of the project, and must be based on BOLI prevailing wage rates and include the design professional’s fee and project contingency. The City reserves the right to evaluate the total cost to construct the Project submitted in the itemized cost estimate and, if determined to be insufficient, to require the Applicant to provide addition financial security. The deposit amount may be reduced to 25% once the project reaches substantial completion and enters the warranty period.

There are three Financial Security options available: (1) Public Improvement Project Performance Bond, (2) Set Aside Letter, or (3) Irrevocable Letter of Credit. To facilitate efficient processing of the financial security and ensure that City concerns are satisfied regarding potential exposure, financial security shall be submitted only on City authorized forms. The acceptable forms are available from the Development and Public Works Department or [online](#).

WARRANTIES

Financial security is held by the City during a warranty period that typically lasts one year and begins when the project passes final construction inspection and after as-builts have been approved. The warranty period allows the City to monitor the structural integrity of repairs and determine their long-term viability. Financial security provides the City with the means to repair infrastructure should failures that remain uncorrected by the applicant or applicant's representative occur during the warranty period. A final warranty inspection will be conducted eleven months after the final construction inspection. Financial security will be released when the warranty period has passed final inspection.

RESTORATION OF CITY FACILITIES

It will be determined by the Public Works Director at the time of the 11-month inspection as required in Municipal Code 3.222 that the work area in the public right-of-way is in as good a condition or better than it was before the issuance of the encroachment permit. Municipal Code 3.210 (2).

Step 5: Agreement & Signature

By signature, I state and agree that I have carefully examined the completed application and do hereby certify that all information herein is true and correct. I further certify that any and all work performed shall be done in accordance with all state, federal, and local laws, including but not limited to the Ordinances of the City of Springfield; applicable City specifications and drawings; and terms and conditions of the Permit as issued by the City. I further certify that only contractors and employees who are in compliance with ORS 701.026 will be used. I further certify that all contractors and design professionals used under this permit are named herein.

I agree that I am solely responsible for providing correct and complete information as may be required by the permit or by the City. If City personnel determines that any fact required of the application that is material to the assessment of the facility or operation's impact upon traffic safety, convenience, and/or the legal or property rights of any person (including government entities) is false, incorrect or omitted, the City may deny or revoke the permit and may require me, as permittee, to remove the facility or terminate the operation and restore the facility area to a condition acceptable to the City Engineer at my expense. In such cases the City, in its judgment, may also require me to provide, at my expense, any additional safeguards and/or facilities required to protect the safety, convenience and rights of the traveling public and persons (including the City), if such additional requirements are adequate to achieve those purposes, as a condition of the continued validity of the permit.

I understand and agree that any supervision and/or control exercised by City personnel in no way relieves me or my agents, employees, or contractors, of any duty or responsibility to the general public nor does such supervision and/or control relieve me, my agents, employees, or contractors from any liability for loss, damage or injury to persons or property as provided in this release. I understand and agree that City issuance of the Permit in no manner presumes or implies the approval or terms of approval of any future permit required by the City for the site. The City reserves the right to cause any work completed in compliance with the Permit to be altered in conjunction with any future development approval, public contract, or other permit that includes the site.

I understand and agree that the City may inspect the work site described in the Permit at any time during a one-year period following receipt by the City of notice of completion of the described work, and that the City may specify, at the City's sole discretion, any additional restoration work required to return the site to a standard acceptable to the City. The permittee will be notified in writing of any work required and will have thirty (30) days from date of the notice to complete the work. I understand and agree that work not completed at the end of the thirty (30) days will be performed by the City and the costs billed to the permittee.

I further agree to ensure that all required inspections are requested at the proper time, that the project address is readable from the street, and that the approved set of plans will remain on site at all times during construction.

As permittee, I further agree to indemnify, defend and hold harmless the City and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of the permittee, and the permittee's officers, agents and employees, in performance of the Permit. I further agree to obtain, at the permittee's expense, and keep in effect during the term of the Permit, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form, in an amount determined by the City as a condition to the permit, in addition to any other insurance required by the City as a condition of the Permit. Such insurance shall be primary and non-contributory. I understand and agree that failure to maintain such insurance does not negate any of the obligations stated in this application or the Permit.

Applicant Signature: _____

Date: _____

Printed Name: _____

Step 6: Design Professional/Contractor Acknowledgment

Acknowledgment: The below named Design Professional(s) and/or Contractor(s) (“Design Professional/Contractor”) have reviewed this Encroachment Type 2 application and permit agreement. Design Professional/Contractor acknowledges that he or she has been retained by the applicant to perform professional services to carry out the applicant’s obligations under this permit.

Indemnification and Hold Harmless: Each undersigned Design Professional/Contractor individually agrees to indemnify, defend, and hold harmless the City and its officers, agents and employees from and against all claims, actions, liabilities, loss, and costs including attorney’s fees and costs of defense, arising in whole or in part from the acts or omissions of said Design Professional/Contractor, and the Design Professional/Contractor’s subcontractors, officers, agents, and employees, in performance of this permit. Design Professional/Contractor understands and agrees that any supervision and/or control exercised by City personnel in no way relieves Design Professional/Contractor or its agents, employees, or subcontractors, of any duty or responsibility to the general public nor does such supervision and/or control relieve Design Professional/Contractor, its agents, employees, or subcontractors from any liability for loss, damage or injury to persons or property as provided in this release.

If any such action or claim is brought against City, upon tender by City, Design Professional/Contractor will defend the same at the Design Professional/Contractor’s sole cost and expense, promptly satisfy any judgment adverse to City or to City and Design Professional/Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. Within a reasonable time, City will notify Design Professional/Contractor of any claim, threat of claim, or legal action.

Notwithstanding the foregoing, neither Design Professional/Contractor nor any attorney engaged by Design Professional/Contractor will defend any claim in the name of the City, nor purport to act as legal representative of the City, without the prior written consent of the City Attorney’s Office. City may, at any time and at its election, assume its own defense and settlement of any claims. City reserves all rights to pursue any claims it may have against the undersigned, collectively or individually, if the City elects to assume its own defense.

Per ORS 30.140, this agreement does not include indemnification by Design Professional/Contractor for losses, claims, or actions resulting from the sole negligence of City or its officers, agents, and employees, whether within the scope of the Contract or otherwise. The absence of or inadequacy of the liability insurance required by this permit does not negate Design Professional’s obligations in this agreement.

Signatures (Required for each contractor/design professional named on application):

_____ Contractor Signature	_____ Date
Printed name: _____	CCB License # _____
_____ Mailing Address	_____ Business Phone Number
_____ City, State & Zip Code	_____ Cell Phone Number
_____ E-Mail Address	_____ Fax Number

Signature of Coordinating Design Professional

Date

Professional Engineer: Civil Environmental Traffic Structural
 Licensed Architect Licensed Landscape Architect (privately maintained improvements only)

Printed name: _____

Oregon Reg./License # _____

Firm Name (if applicable): _____

Mailing Address

Business Phone Number

City, State & Zip Code

Cell Phone Number

E-Mail Address

Fax Number

ADDITIONAL DESIGN PROFESSIONAL(S) (Add additional pages if needed):

Signature of Design Professional

Date

Professional Engineer: Civil Environmental Traffic Structural
 Licensed Architect Licensed Landscape Architect (privately maintained improvements only)

OTHER DISCIPLINE/SPECIALTY _____

Printed name: _____

Oregon Reg./License # _____

Firm Name (if applicable): _____

Mailing Address

Business Phone Number

City, State & Zip Code

Cell Phone Number

E-Mail Address

Fax Number

Step 7: Utility Concurrence

Date:	
-------	--

To:	Utility Company	
	Contact Name	
	Street Address	
	City, State, Zip	
	Telephone Number	
	E-mail	

From:	Engineering Consultant	
	Contact Name	
	Street Address	
	City, State Zip	
	Telephone Number	
	E-mail	

Subject: Utility Concurrence

Project Title	
Project Number	

Enclosed is a set of construction plans for your use. Please red-line the enclosed plans noting: (1) any conflicts with existing facilities; (2) existing facilities that will be adjusted or repaired with this project; and (3) any new facilities that will be constructed with this project, and return them to our office. In addition, please sign this letter in the area indicated below and send it to my attention.

Any contracts or agreements for services with our client should be initiated at this time. Contact information for our client is as follows:

Client's Name	
Street Address	
City, State Zip	

Utility Concurrence:

I have received a copy of the preliminary plans for this project and will coordinate the adjustment and/or installation of our facilities with the consulting engineer as necessary.

Name: _____ Date: _____
(Please Print)

Signature: _____

 I have received a copy of the final plans for this project and signify that the utility design is complete and read for construction.

Name: _____ Date: _____
(Please Print)

Signature: _____