

ENCROACHMENT PERMIT ENGINEERING DEPARTMENT TOWN OF COLMA

1188 EL CAMINO REAL COLMA, CA 94014

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Permit No.____

OLIFORNIA .	, ,	k: (650) 757-8890 S NOT VALID UNT	II SICNED RV	THE TOWN		
APPLICANT	IIIISTERWIITT	CONTR	ACTOR	THE TOWN		
NAME	NAME					
COMPANY	COMPANY					
ADDRESS		ADDRE	SS			
TELEPHONE	TELEPHONE					
OWNER NAME	CONTRACTOR'S LICENSE NO. TOWN BUSINESS LICENSE NO.					
TELEPHONE	24 HOUR TELEPHONE					
SOILS ENGINEER NAME	CIVIL ENGINEER NAME					
TELEPHONE		TELEPH	ONE			
APPLICATION IS HE EXCAVATE IN		EWALK 🗆 PLANT	TER STRIP	□ WATERCOURSE	□ OTHER:	
	DRIVEWAY CURB & GU' WATER SERVICE SEWER LATI		□ PAVEMENT □ GAS	☐ STORM DRAIN ☐ TELEPHONE	☐ SIGN ☐ TREE ☐ CABLE TV ☐ OTHER	
AND OTHERWISE E	NCROACH BY:					
PER	□ DIAGRAM APPRO	OVED BY TOWN ON:				
ESTIMATED COST_	PROVAL:	BASED ON ATTACHI	ED 🗆 BID 🗆 0	CONTRACT □ ENG		
FEES:	□ NONE	SURETY	:			
PLAN CHECK S	PAID	AMOUN'	Г\$	RECEIVED		
	PAID			☐ CERT. OF DEPOSIT		
SPECIAL DEPOSIT \$					CREDIT	
INSURANCE: GENERAL LIABILI			SURETY AMOUNT INCLUDES GRADING			
	O ACCEPT AND ABIDE BY THE AT POLLUTION AND EROSION CONTR					
PERMITTEE:		D	ATE:		-	
TITLE:		COMPANY:				
	BE STRICTLY CONSTRUED AND N KPIRES IN 90 CALENDAR DAYS IF			LY MENTIONED ABO	VE IS AUTHORIZED	
DATE GRANTED:		BY:				
DATE EXPIRES:	, EXTENDED ON	:, EX	TENDED TO:	, EXTE	ENDED BY	
WORK COMPLETED		S RECEIVED	MAINTENANCE B	OND REQUIRED, AM	OUNT	
BONDS RELEASED:	PERFORMANCE	MAINTENA	ANCE			

GENERAL ENCROACHMENT PERMIT PROVISIONS

- 1. All work shall be in accordance with Town of Colma Standard Specifications and designated standard drawings.
- 2. Contractors shall prominently display their company name, address and telephone number on each job site.
- 3. Permittee shall notify the Town at least two working days before starting work or resuming work after a suspension.
- 4. At least two working days in advance of starting excavation in an area that is known or could be reasonably be expected to contain subsurface facilities, Permittee shall contact Underground Service Alert (USA) at 811 or 1 (800) 227-2600 and obtain an inquiry identification number. This number shall be given to the Town Inspector prior to the start of excavation.
- 5. Permittee shall keep adequately informed of all State and Federal laws and local ordinances and regulations that in any manner affect work covered by this permit.
- 6. Work or use shall be completed by the expiration date stated on the permit unless an extension is requested by permittee in writing and granted by the Town in writing.
- 7. This permit and any Town approved plans relating thereto shall be kept at the job site and be available for inspection at all times work is in progress.
- 8. No changes in the encroachment, use or plans relating thereto shall be made without written approval of the Town.
- 9. A separate application and approval is required for the temporary closure of any street. Application must be made at least two weeks in advance of the intended date of closure.
- 10. Permittee is responsible for all liability for personal injury or property damage that may arise out of work covered by this permit and shall defend and hold the Town of Colma harmless against all claims for damages or liability caused by this encroachment
- 11. Adjoining property and improvements that could be damaged in the progress of work covered by this permit shall be protected. Damaged improvements or property shall be restored to a condition acceptable to the City Engineer at the permittee's sole expense. A minimum of inconvenience to the public and property owners shall be caused.
- 12. Dust, erosion and storm water pollution control measures shall be implemented as shown on approved plans and as required by the Town.
- 13. Permittee shall provide for proper drainage if the work involves a drainage facility or watercourse or if it interferes with an established drainage pattern.
- 14. Unless permitted, no material or equipment shall be stored within any public right-of-way or drainage course. If permitted, proper safety and warning devices must be provided by Permittee.
- 15. Storm and Sanitary sewer lines shall be constructed to grades and elevations shown on approved plans. Minimum cover for all other pipes installed in roadway areas (between curbs or shoulder edges) shall be 0.75 meter (30 inches). Outside of roadway areas, minimum cover shall be 0.45 meter (18 inches). The Town reserves the right to require greater depths where necessary to avoid insufficient cover after planned future construction of planned future surface improvements or grading.
- 16. The Town Engineering Department is to be notified immediately upon discovery of any underground pipe or facility not shown on the plans or otherwise previously anticipated.
- 17. No survey monument or reference point shall be disturbed or removed prior to being tied out by a licensed Surveyor or Civil Engineer licensed to perform surveying. All costs of replacing survey monuments and reference points shall be borne by Permittee.
- 18. Any omission on the part of any Town Representative to require lights, barriers or other warning or protective measures and devices in approval of this permit or review of field conditions shall not excuse the Permittee from complying with all requirements of law and appropriate regulations, ordinances, standards and practices for adequately protecting the safety of persons using public streets.
- 19. Trenches in public traveled ways must be backfilled and capped with temporary paving at the end of each day's work. No open trenches will be allowed to remain open overnight.
- 20. Trench level and temporary paving must be maintained in safe condition by Permittee, until permanent paving is installed and accepted by the Town.
- 21. Permittee shall permanently restore all disturbed surface improvements to the satisfaction of the Town within twenty-five working days of their initial disturbance unless otherwise permitted by the Town in writing.
- 22 The Civil Engineer shall submit acceptable As-Built plans to the Town prior to the release of the surety.
- 23. By accepting this permit, Permittee agrees to repair damage to any improvements that occurs as the result of work done under the permit for a period of one year after completion.

RECORD OF INSPECTIONS

Date	Time	Inspection	Notes and Remarks	Inspector

Indemnification and Hold Harmless: Permittee shall indemnify and hold harmless the Town, its officers and employees against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, caused by an act or omission of Permittee or its employees, contractors or agents, arising from the performance of work under this permit. Permittee further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefor incurred in connection therewith; and if any officials, or employees, Permittee shall, at its expense, satisfy and discharge same.

Public Liability and Property Damage Insurance: Permittee agrees to maintain in force during the existence of this permit, at its cost and expense, general liability insurance, including coverage for Public Works/Engineering Permit Conditions of Approval contractual liability. The policy or policies of said insurance shall name as additional insureds, the Town of Colma and its officers, agents and employees. Said policy or policies shall insure said persons against loss or liability for damages for bodily injury, death or property damage occasioned by reason of the operations of permittee in, on and about the property permitted to be occupied or used, with minimum liability limits as follows:

- \$1,000,000 each occurrence combined single limit for bodily injury and property damage;
- A copy of said insurance policy or policies shall be furnished to the City Engineer of the Town of Colma, upon the execution of this permit and shall contain a provision that written notice of cancellation or of any material change thereof shall be delivered to the Town thirty (30) days in advance of the effective date thereof;
- Thereafter and during the term of this permit, Permittee shall furnish to the City Engineer, an annual renewal of said policy or policies in the form of a duly executed certificate to the effect that the insurance coverage furnished to Town is being maintained by Permittee. Such policies or certificates shall be issued by a company or companies approved in writing by the Town's City Attorney. Permittee shall increase the aforesaid limits upon the written demand of Town provided that said increases are reasonable and justifiable by Town;
- In lieu of the above, Permittee may self-insure all or any portion of the above amounts. However, Permittee shall require its contractors performing work pursuant to this permit to carry insurance, naming the Town as an additional insured, as specified above, and provide proof of insurance to Town in the manner provided above.