



# ENCROACHMENT PERMIT

ENGINEERING DEPARTMENT

TOWN OF COLMA

1188 EL CAMINO REAL

COLMA, CA 94014

Phone: (650) 757-8888 Fax: (650) 757-8890

Permit No. \_\_\_\_\_

Date \_\_\_\_\_

Location of Work \_\_\_\_\_

**THIS PERMIT IS NOT VALID UNTIL SIGNED BY THE TOWN**

APPLICANT NAME	CONTRACTOR NAME	
COMPANY	COMPANY	
ADDRESS	ADDRESS	
TELEPHONE	TELEPHONE	
OWNER NAME	CONTRACTOR'S LICENSE NO.	TOWN BUSINESS LICENSE NO.
TELEPHONE	24 HOUR TELEPHONE	
SOILS ENGINEER NAME	CIVIL ENGINEER NAME	
TELEPHONE	TELEPHONE	

APPLICATION IS HEREBY MADE TO EXCAVATE IN  STREET  SIDEWALK  PLANTER STRIP  WATERCOURSE  OTHER: \_\_\_\_\_

TO INSTALL  DRIVEWAY  CURB & GUTTER  SIDEWALK  PAVEMENT  STORM DRAIN  SIGN  TREE  WATER SERVICE  SEWER LATERAL  ELECTRIC  GAS  TELEPHONE  CABLE TV  OTHER

AND OTHERWISE ENCROACH BY: \_\_\_\_\_

PER  PLANS  DIAGRAM APPROVED BY TOWN ON: \_\_\_\_\_

ESTIMATED START DATE \_\_\_\_\_, ESTIMATED COMPLETION DATE \_\_\_\_\_ OF ENCROACHMENT:

ESTIMATED COST \_\_\_\_\_ BASED ON ATTACHED  BID  CONTRACT  ENGINEER'S ESTIMATE

CONDITIONS OF APPROVAL: \_\_\_\_\_

FEES:  NONE SURETY: \_\_\_\_\_

PLAN CHECK \$ \_\_\_\_\_ PAID \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_ RECEIVED \_\_\_\_\_

PERMIT \$ \_\_\_\_\_ PAID \_\_\_\_\_  BOND  CERT. OF DEPOSIT  LETTER OF CREDIT

SPECIAL DEPOSIT \$ \_\_\_\_\_ PAID \_\_\_\_\_ SURETY AMOUNT INCLUDES GRADING  YES  NO

INSURANCE:  GENERAL LIABILITY  AUTOMOBILE LIABILITY  WORKERS COMPENSATION

I HEREBY AGREE TO ACCEPT AND ABIDE BY THE ATTACHED GENERAL ENCROACHMENT PERMIT PROVISIONS, THE BMP'S FOR PREVENTION OF STORM WATER POLLUTION AND EROSION CONTROL AND THE CONDITIONS OF APPROVAL LISTED OR REFERENCED ABOVE.

PERMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ COMPANY: \_\_\_\_\_

THIS PERMIT IS TO BE STRICTLY CONSTRUED AND NO WORK OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED HEREBY. PERMIT EXPIRES IN 90 CALENDAR DAYS IF WORK IS NOT STARTED.

DATE GRANTED: \_\_\_\_\_ BY: \_\_\_\_\_

DATE EXPIRES: \_\_\_\_\_, EXTENDED ON: \_\_\_\_\_, EXTENDED TO: \_\_\_\_\_, EXTENDED BY \_\_\_\_\_

WORK COMPLETED \_\_\_\_\_  AS-BUILTS RECEIVED  MAINTENANCE BOND REQUIRED, AMOUNT \_\_\_\_\_

BONDS RELEASED: PERFORMANCE \_\_\_\_\_ MAINTENANCE \_\_\_\_\_



**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.