



ENCROACHMENT PERMIT

TOWN OF COLMA
ENGINEERING DEPARTMENT

1198 El Camino Real • Colma, California • 94014-3212
Tel 650-757-8888 • Fax 650-997-8308

Location of Work: _____ Date: _____ Permit No. _____

THIS PERMIT IS NOT VALID UNTIL SIGNED AND STAMPED BY THE TOWN

APPLICANT NAME _____ COMPANY _____ ADDRESS _____ EMAIL _____ PHONE _____ OWNER NAME _____ PHONE _____ SOILS ENGINEER NAME _____ PHONE _____	CONTRACTOR NAME _____ COMPANY _____ ADDRESS _____ EMAIL _____ PHONE _____ CONTRACTOR'S LICENSE NO. _____ TOWN'S BUS LICENSE NO. _____ 24 HOUR PHONE _____ CIVIL ENGINEER NAME _____ PHONE _____
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APPLICATION IS HEREBY MADE TO EXCAVATE IN STREET SIDEWALK PLANTER STRIP WATERCOURSE OTHER: _____

DESCRIBE WORK TO BE COMPLETED: _____

CHECK ALL THAT APPLY DRIVEWAY CURB & GUTTER SIDEWALK PAVEMENT STORM DRAIN SIGN TREE
 WATER SERVICE SEWER LATERAL ELECTRIC GAS TELEPHONE CABLE TV OTHER
PER PLANS DIAGRAM APPROVED BY TOWN ON: _____

ESTIMATED START DATE _____ ESTIMATED COMPLETION DATE _____

ESTIMATED COST _____ BASED ON ATTACHED: BID CONTRACT ENGINEER'S ESTIMATE

CONDITIONS OF APPROVAL: _____

FEES: <input type="checkbox"/> WAIVED PLAN CHECK \$ _____ DATE: _____ RCPT NO. _____ PERMIT \$ _____ DATE: _____ RCPT NO. _____ DEPOSIT ACCOUNT \$ _____ DATE: _____ RCPT NO. _____	SURETY: <input type="checkbox"/> PERFORMANCE <input type="checkbox"/> MAINTENANCE AMOUNT \$ _____ AMOUNT \$ _____ REC'D DATE _____ REC'D DATE _____ <input type="checkbox"/> BOND <input type="checkbox"/> CERT. OF DEPOSIT <input type="checkbox"/> LETTER OF CREDIT
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INSURANCE (check all received):
 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 NAME: _____ SIGNATURE: _____ DATE: _____

TITLE: _____ COMPANY: _____

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 _____

AS-BUILTS RECEIVED

FINAL SIGNOFF BY: _____ DATE: _____ **(OBTAIN FINAL SIGNOFF PRIOR TO EXPIRATION DATE TO AVOID PENALTIES)**

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

OBTAIN FINAL SIGNOFF PRIOR TO EXPIRATION DATE TO AVOID PENALTIES

Date	Time	Inspection	Notes and Remarks	Inspector
		FINAL		

Town of Colma Encroachment Permit Insurance Requirements

CONTRACTORS:

Certificates of Insurance with original, authorized signatures, providing the following minimum insurance coverage(s):

1. **General Liability:** \$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury, and property damage.

A. **LIABILITY INSURANCE ENDORSEMENT** containing the following specific components:

1. The insurance policy number.
2. A statement that includes the following language: *“The Town of Colma, including its officers, officials, employees, and volunteers, are insureds”*
3. A statement that includes the following language:
“The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.”
4. A statement that includes the following language:
“The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the Town.”

NOTES:

- a. A CG 20 10 11 85 Form is preferred for the General Liability additional insured Endorsement, but alternative endorsements may, for good cause, be substituted with prior approval by the Town. The Town can consider accepting either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific that has identical wording) as long as the form is accompanied by a CG 20 37 10 01.
- b. Policies that include endorsement numbers CG 22 94 10 01 and/or CG 22 95 10 01, or have the endorsement wording written into the policy **DO NOT** satisfy the Town’s insurance requirements, and **WILL NOT** be accepted.
- c. The Town will accept strike out of the words "endeavor to" and everything after, "...certificate holder named to the left," on the Certificate of Insurance in lieu of cancellation language on an endorsement.

2. **Automobile Liability:** “Any Auto” \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

A. **AUTOMOBILE INSURANCE ENDORSEMENT** containing the following specific components:

1. The insurance policy number.
2. A statement that includes the following language: *“The Town of Colma, including its officers, officials, employees, and volunteers, are insureds”*
3. A statement that includes the following language:
“The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.”
4. A statement that includes the following language:
“The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the Town.”

NOTE:

Within having “Any Auto” coverage, the Town will alternatively accept a Certificate stating “Scheduled Autos, Hired Autos, and Non-Owned Autos”.

3. **Workers' Compensation:** Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance of \$1,000,000 per accident for bodily injury or disease. All insurance carriers shall be rated A:VII or better and certificates **SHALL** be accompanied by the following endorsements:

A. **WORKERS' COMPENSATION INSURANCE ENDORSEMENT** containing the following specific components:

1. A waiver of subrogation clause which states the following:

"This insurance company agrees to waive all rights of subrogation against the Town of Colma, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the Town."

2. The insurance policy number.

3. A statement that includes the following language:

"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the Town."

NOTE:

a. Certificates issued by State Compensation Insurance Fund **must have** State Fund endorsement numbers 0015, 2065, and 2570 on them. Subcontractors performing work within the Town Right-of-Way, or for Contractor's working on behalf of the Town, shall either be included upon the Contractor's policies as insured's, or shall furnish separate certificates and endorsements to the Engineering Division. All coverage for subcontractors shall be subject to all of the insurance requirements stated previously herein for the Contractor, and shall be effective throughout the term of the permit.

The Town of Colma reserves the right to require more or less coverage than indicated above, and to reject any language or forms that do not meet the Town's requirements.