

SAN RAFAEL PUBLIC WORKS

PUBLIC WORKS DEPARTMENT • (415) 485-3355
111 MORPHEW ST. • P.O. Box 151560 • San Rafael, CA 94915

MAJOR CONTINUING

ENCROACHMENT

PERMIT APPLICATION

(To be filed in Duplicate)

PROJECT/LOCATION _____ DATE SUBMITTED: _____

PARCEL NUMBER _____

OWNER INFORMATION

NAME: _____

ADDRESS: _____

CITY/STATE: _____

CONTACT NAME: _____

PHONE: _____ FAX: _____

PHONE: _____ FAX: _____

CONTRACTOR INFORMATION

NAME: _____

ADDRESS: _____

CITY/STATE: _____

PHONE: _____ FAX: _____

CITY BUSINESS LIC.# (REQUIRED): _____

STATE LIC. #: _____ (A or C-12 Only)

TYPE OF PERMIT REQUESTED

- ☐ OFF-STREET PARKING
- ☐ FENCES OR WALLS (> 3 ft. high)
- ☐ ABUTMENTS FOR DRIVEWAYS AND STAIRS
- ☐ GROUND WATER MONITORING WELLS
- ☐ OTHER: _____

DESCRIPTION AND PURPOSE OF WORK

DURATION OF CONSTRUCTION

REQUESTED STARTING DATE: _____

ANTICIPATED COMPLETION DATE: _____

REQUIRED ATTACHMENTS (Check if attached)

- ☐ DETAILED PLAN / KEY MAP
- ☐ OWNER & CONTRACTOR INSURANCE CERTIFICATES
- ☐ TRAFFIC & PEDESTRIAN CONTROL PLAN
- ☐ MAPS/RECORDS OF UNDERGROUND UTILITIES

MAJOR CONTINUING ENCROACHMENT PERMIT APPLICATION

PERMIT NO. _____

INDEMNIFICATION AGREEMENT

By the applicant's signature to this application, the applicant hereby agrees:

A. To the maximum extent permitted by law, to indemnify, defend and hold harmless the City of San Rafael (City), its officials, agents, employees and volunteers against any and all liabilities, losses, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, including but not limited to attorney's and expert fees and court costs, arising out of or connected with the installation, operation and maintenance of any facilities in, or the use of any public right-of-way by, permittee or permittee's employees, officers, officials, agents, transferees, contractors or subcontractors pursuant to the permit issued pursuant to this application; provided, that the obligation to indemnify the City hereunder shall not apply to any liabilities, losses, claims, actions, causes of action or demands arising from City's sole negligence, willful misconduct or criminal acts.

B. To the maximum extent permitted by law, to defend, indemnify, release and hold harmless the City, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities ("indemnitees"), the purpose of which is to attack, set aside, void or annul the approval of any permit issued pursuant to this application, or the adoption of any environmental document which accompanies the permit issued pursuant to this application.

C. In the event that any claim, action or proceeding as described above is brought, the City shall promptly notify the permittee of any such claim, action or proceeding, and the City will cooperate fully in the defense of such claim, action, or proceeding. In the event the permittee is required to defend the City in connection with any said claim, action or proceeding, the City shall retain the right to approve any and all settlements affecting the validity or interpretation of a City ordinance or regulation, which approval shall not be unreasonably withheld. Nothing herein shall prohibit the City from participating in the defense of any claim, action or proceeding, provided that if the City chooses to have counsel of its own to defend any claim, action or proceeding where applicant already has retained counsel to defend the City in such matters, the fees and the expenses of the counsel selected by the City shall be paid by the City.

DECLARATION / APPLICANT'S SIGNATURE

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City Ordinances and State Laws.

Date: _____

Applicant (Authorized Agent)

Date: _____

Contractor

OFFICE USE ONLY

<u>REQUIRED</u>	<u>YES</u>	<u>NO</u>	<u>REC'D</u>	<u>FEES*:</u>
ENGINEERED PLAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Revocable License Agreement
INSURANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	for Major Continuing Encroachment: \$2394
BONDING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TRAFFIC/PEDESTRIAN CONTROL PLAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recordation Fee: \$ _____
ESTIMATES OR BID COST	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TOTAL: \$ _____
APPLICATION FEES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

* Per San Rafael City Council Resolution No.12414, Exhibit B.

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DISTRIBUTION: *White – File *Yellow – Applicant *Pink – Inspector

BEFORE YOU DIG CALL USA @ 1-800-227-2600

REVOCABLE LICENSE AGREEMENT APPROVED:

By: _____ Date: _____

REVOCABLE LICENSE AGREEMENT EXECUTED:

By: _____ Date: _____

REVOCABLE LICENSE AGREEMENT RECORDED:

Marin County Recorder

Document No: _____

Recordation Date: _____

WORK COMPLETED: _____

AUTHORIZED BY: _____

DATE: _____

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