

SAN RAFAEL PUBLIC WORKS

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

UTILITY / SPECIAL DISTRICT ENCROACHMENT APPLICATION AND PERMIT

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

- CONSTRUCTION STAGING
- MAINTENANCE/ STREET CUT
- EXCAVATION WORK (Special requirements apply – See S.R.M.C.§11.04.030.070)
- ABOVE-GROUND FACILITIES
- OTHER: _____

DESCRIPTION AND PURPOSE OF WORK

DURATION OF CONSTRUCTION

REQUESTED STARTING DATE: _____

ANTICIPATED COMPLETION DATE: _____

REQUIRED ATTACHMENTS (Check if attached)

- DETAILED PLAN / KEY MAP
- C.P.U.C. CONSENT/ORDER
- TRAFFIC & PEDESTRIAN CONTROL PLAN
- MAPS/RECORDS OF UNDERGROUND UTILITIES

UTILITY / SPECIAL DISTRICT 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"/>	UTILITY/SPECIAL DISTRICT ENCROACHMENT PERMIT: \$919.00
BONDING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TRAFFIC/PEDESTRIAN CONTROL PLAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TOTAL: \$ _____
ESTMATES OR BID COST	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
APPLICATION FEE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

UTILITY / SPECIAL DISTRICT ENCROACHMENT PERMIT APPLICATION

PERMIT NO. _____

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FINDINGS FOR APPROVAL

CONDITIONS OF APPROVAL

	<u>YES</u>	<u>NO</u>
<u>Required for all applications:</u>		
1. The application is complete.	<input type="checkbox"/>	<input type="checkbox"/>
2. The application is true and correct.	<input type="checkbox"/>	<input type="checkbox"/>
3. The application is in conformance with the design and location standards for above-ground facilities adopted by San Rafael City Council Resolution No. 12371, Exhibit A.	<input type="checkbox"/>	<input type="checkbox"/>
4. With the conditions imposed herein and by applicable regulations, the permitted encroachment shall not be detrimental to the public health, safety and welfare.	<input type="checkbox"/>	<input type="checkbox"/>

1. All facilities shall be located, constructed, operated, and maintained in the time, place and manner that cause the least interference with the public's use of the public right-of-way, the City's management and use of the right-of-way, and the rights or reasonable convenience of property owners who adjoin the public right-of-way, all as approved by the Director.
2. The permittee shall maintain all encroachments in a safe and clean manner.
3. The permittee shall promptly remove all graffiti on any encroachment.
4. The permittee shall contact Underground Service Alert (USA) prior to commencing, and as appropriate during, any permitted work.
5. Upon the request of any person who has contracted to perform work on a public right-of-way, the permittee shall provide accurate detailed information regarding the location of his existing and proposed structures in the public right-of-way.

DURATION OF ENCROACHMENT PERMIT:

EXPIRATION DATE : _____ 200 _____
 EXTENSION DATE : _____ 200 _____

NOTE: All standard conditions, special conditions, plans and reports as referenced or attached hereto become and are a part of this permit.

Unless otherwise provided herein, permittee shall comply with all provisions of S.R.M.C. Chapter 11.04, including but not limited to the general construction standards (S.R.M.C.§11.04.030.050), the safety provisions (S.R.M.C.§11.04.030.060), display of permit (S.R.M.C.§11.04.030.090), and provisions regarding commencement and conclusion of work (S.R.M.C.§11.04.030.110).

PERMIT APPROVED FOR ISSUANCE:

By: _____ Date: _____

WORK COMPLETED: _____

AUTHORIZED BY: _____

DATE: _____