



**CITY OF PINOLE
DEPARTMENT OF PUBLIC WORKS
PUBLIC PROPERTY
ENCHROACHMENT PERMIT APPLICATION**

2131 Pear Street
Pinole, CA 94564
www.ci.pinole.ca.us

Phone: (510) 724-9010
FAX: (510) 724-4921

Permit No. _____

Location of Work _____

APPLICANT TO FILL IN (PLEASE PRINT)

Permittee/Owner _____	Contractor _____
Address _____	Address _____
City _____ Zip Code _____	City _____ Zip Code _____
Telephone No. _____	Telephone No. _____

- | | | | |
|--|--|---|---|
| <u>Description of Work</u> | <input type="checkbox"/> New | <input type="checkbox"/> Replacement | <input type="checkbox"/> Asphalt Replacement |
| <input type="checkbox"/> Trench/Excavation | <input type="checkbox"/> Sidewalk | <input type="checkbox"/> Sewer line/lateral | <input type="checkbox"/> Dumpster – Storage on street |
| <input type="checkbox"/> Driveway Approach | <input type="checkbox"/> Curb & Gutter | <input type="checkbox"/> Other _____ | |

Requirements (Office Use Only)

(HARD COPY OF PERMIT MUST BE KEPT ON THE JOB SITE AT ALL TIMES)

I, the undersigned permittee hereby certify and agree to the following:

That I or the entity on whose behalf this certification is given, hold a currently valid California Contractor's License and a City of Pinole Business License.

That I have received, read, and understand and I agree to perform all work in accordance with the permit (back side included), the document titled "Instructions for Encroachment Permits", Standard Specifications for Public Works Construction, applicable Standard Plans, and the Municipal Code.

That in consideration of the granting of this permit, the City of Pinole, City wherein the permit work is to be performed and any of their officers or employees thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit of permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any part of this installation interferes with future use of the highway by the general public, it must be removed or relocated, as designated by the Director of Public Works at the expense of the permittee or his successor in interest.

Signed N.P.D.E.S. Compliance Certification _____
Initial _____

By: _____ City Business Lic. No. _____
Permittee Signature Date

Contractor's Lic. No. _____

ITEMS VERIFIED:

(Office Use Only)

- | | |
|---|---|
| <input type="checkbox"/> City Business License | <input type="checkbox"/> Contractor's License |
| <input type="checkbox"/> Worker's Comp. Insurance | <input type="checkbox"/> Signed Hold Harmless |
| <input type="checkbox"/> Signed N.P.D.E.S. Compliance Certification | |
| <input type="checkbox"/> Certificate of Insurance | |
| <input type="checkbox"/> Additional Insured Endorsement | |

FEES:

Permit _____
Plan Check Deposit* _____
Inspection Deposit _____
Total _____

Approved: _____ Date _____
(Not valid unless approved by Department)

* (Actual Cost will be calculated at project completion)

STANDARD REQUIREMENTS

All work, unless otherwise specified, shall be done in accordance with the current edition of the Caltrans Standard Specifications and the Contra Costa County Standard Plans.

Traffic control throughout permit construction shall conform to the current State of California MANUAL OF WARNING SIGNS, LIGHTS AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS. Permittee shall provide and maintain all such signs, lights and devices.

All barricades must have portable flashers unless otherwise specified.

Traffic may be restricted only between the hours of 9:00 a.m. and 3:p.m. and subject to review of the Traffic Engineer.

One lane of traffic in each direction shall be maintained at all times on all major and secondary highways.

Pedestrian walkways must be maintained with safety fencing or barrier separation for adjacent excavation when unattended.

Before work on any sewer line begins, a permit must be issued by the City of Pinole's Building Department in addition to this permit. For information on sewer permits call (510) 724-8912 and ask for the Building Department.

When permittee tunnels under existing curbs, gutters and sidewalk, the excavated trench shall be backfilled with cement grout as prescribed in the Standard Specifications.

A.C pavement shall be saw cut beyond edge of trench as specified by the Director of Public Works.

Compaction tests and material tests shall be borne by the permittee.

A one sack sand slurry mixture may be required for compaction where excavation interferes with traffic flow or where work is within the roadway portion of an intersection.

All excavations must be back-filled or plated at the end of each workday. The City reserves the right to require the permittee to plate open trenches in lieu of backfilling.

Permanent pavement repairs shall be made within 25 calendar days after excavation work is completed. Inspector's approval is required before permanent repairs are made.

Concrete sections must be replaced scoreline to scoreline unless otherwise approved by the Director of Public Works.

Excavations for sidewalks may remain open for up to two days with proper barricades.

Excavations for driveway approaches may remain open for up to two days with proper barricades and permission of property owner.

Dumpsters must have reflectors and reflectorized tape as specified by the city. Valid for 30 days.

It shall be the Permittee's responsibility to locate any storage sites for materials and equipment needed outside the public right of way unless approved in advance by the Director of Public Works:

*** FOR INSPECTION CALL; (510) 724-9010(48 HOURS NOTICE REQUIRED)
THIS PERMIT SHALL BE VALID FOR A PERIOD OF NO MORE THAN 90 CALENDAR
DAYS UNLESS STATED OTHERWISE ON THIS PERMIT.**

*** 48 HRS PRIOR TO ANY WORK THE PUBLIC WORKS DEPARTMENT SHALL BE
NOTIFIED.**

**Worker's Compensation
Certificate of Insurance**

WHEREAS, the City of Pinole has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insured and that the same are in force at this time.

1. This certificate is issued to:

City of Pinole
City Hall
2131 Pear Street
Pinole, CA 94564

2. The insured under such policy or policies are:
-

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insured as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability unless and until thirty days written notice thereof has been served upon the City Clerk of the City of Pinole.
-
-

By: _____
Its Authorized Representative

Sample Endorsement

POLICY NUMBER

COMMERCIAL GENREAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of XYZ, its officials, employees ad agents

(If no entry appears above information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS INSURED (SectionII) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Any other insurance or self-insurance maintained by the person or organization shown in the Schedule, shall be in excess of this insurance and shall not contribute with it.

As respects the interests of the person or organization shown in the Schedule, this insurance shall not be cancelled nor reduced in coverage or limits except after thirty (30) days prior written notice has been provided to said person or organization.

This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) (list all names): _____

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the _____ and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants or employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitee may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitee for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782 (b). This indemnity is effective without referring to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all right of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____

Name: _____

By: _____

Its

By: _____

Its

Statement of Understanding

As the _____, of the project, I have reviewed the *Best Management Practices Handbooks, California Storm Water Quality Task Force, Sacramento, CA*, and have proposed the implementation of the Best Management Practices (BMPs) applicable, to effectively minimize the negative impact of this project's construction activities on the surrounding water quality. The selected BMPs will be installed, monitored and maintained to ensure their effectiveness. The BMPs that I have not chosen for implementation are redundant or deemed not applicable to the proposed construction activities. If at any time, site conditions and/or the County official warrant reevaluation and revisions the chosen BMPs, the appropriate changes will be made without unnecessary delay. I am aware that failure to properly implement and maintain, while under construction, the BMPs necessary to prevent the discharge of pollutants from the project could result in significant penalties and/or delays.

Signature: _____
Print Name: _____
Date: _____

Project Description: _____

Project Address: _____