



# CITY OF PINOLE

## PUBLIC WORKS DEPARTMENT

2131 PEAR STREET  
PINOLE, CA 94564

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

City Use Only
Date: _____
Permit #: _____
Received By: _____

### ENCROACHMENT PERMIT APPLICATION

Applicant: _____ <input type="checkbox"/> Owner <input type="checkbox"/> Contractor <input type="checkbox"/> Agent	Contactor: _____
Contact Name: _____	Contractor License #: _____
Address: _____	Contact Name: _____
_____	Address: _____
E-mail: _____	_____
Phone #: _____	E-mail: _____
Fax #: _____	Phone #: _____
	City Business License #: _____

Detailed Location(s) of work: \_\_\_\_\_

Is proposed work located where a street cut moratorium is in effect?     Y or     N

Estimated Start/End Dates: \_\_\_\_\_ - \_\_\_\_\_    # of days working in R-O-W: \_\_\_\_\_

- Description of work:
- Asphalt Replacement.     Sidewalk     Trench/Excavation.
  - Full Sewer line/lateral     Upper Lateral     Lower Lateral
  - Driveway Approach     Curb / Gutter     Dumpster – Storage on street
  - Backflow Device Install     Other \_\_\_\_\_

**When applicable, attach sketch or drawing.**

**APPLICANT MUST READ ALL REQUIREMENTS CAREFULLY. THE PERMIT MUST BE KEPT AT THE WORKSITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. TO ARRANGE FOR INSPECTION, CALL (510) 724-8914 AT LEAST 48 HOURS PRIOR TO START OF WORK. PERMITTEE SHALL NOTIFY U.S.A. AT (800) 227-2600 AT LEAST 48 HOURS PRIOR TO EXCAVATION.**

#### REQUIREMENTS (Office Use Only)

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**PUBLIC AGENCY OR UTILITY PERMITS.** The granting of this permit does not relieve the Permittee of the responsibilities of obtaining any other permit(s) required by public agencies or utility companies, such as Contra Costa Flood Control and Water Conservation District, Caltrans, or other regional/state agencies as required by law. Permittee shall be liable and shall indemnify the City of Pinole for any and all violations, consequences, mitigations, fees, and penalties that these agencies may impose that are caused directly or indirectly by the proposed work.

**TERM.** The permittee shall complete the work or use authorized by the permit issued within the time specified in the permit. If at any time the City Engineer finds that the delay in the prosecution of completion of the work or use authorized is due to lack of diligence on the part of the permittee, the City Engineer may cancel the permit and restore the right-of-way to its former condition. The permittee shall reimburse the city of all expenses in restoring the right-of-way. An extension of time for good cause may be granted by the City Engineer when requested in writing.

**COMPLIANCE TO FEDERAL AND STATE LAWS.** Permittee agrees to comply with the applicable Federal and State laws, CAL-OSHA, rules and regulations of the any government agency involved, City ordinances, special and general requirements, and any standard details attached to this permit, including any approved plans and specifications.

**CHANGES TO PERMIT.** No changes of any nature in the work to be performed shall be made unless such change shall have been first approved in writing by the City Engineer, or designee, and an amendment to this permit is executed.

**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.

By my signature below, I acknowledge that I have read, understand, and agree to perform all work in accordance with the permit, the document titled, "Encroachment Permit Guidelines", Standard Specifications for Public Works Construction, applicable Standard Plans, and the Municipal Code.

That in consideration of granting 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 person or property, happening or occurring as the proximate result of any 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 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/her successor in interest.

Signed N.P.D.E.S. Compliance Certification \_\_\_\_\_  
Initial

Signed Hold Harmless \_\_\_\_\_  
Initial

By: \_\_\_\_\_  
Permittee Signature

Date: \_\_\_\_\_

**OFFICE USE ONLY**

**ITEMS VERIFIED:**

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

**FEES:**

Permit: \_\_\_\_\_ Plan Check Deposit\*: \_\_\_\_\_ Inspection Deposit: \_\_\_\_\_ **Total:** \_\_\_\_\_  
\*Actual cost will be calculated at project completion

Approved: \_\_\_\_\_  
(not valid unless approved by City of Pinole PW Department)

Date: \_\_\_\_\_



# Worker's Compensation Certificate of Insurance

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

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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 or in the force at this time.

1. The certificate is issued to:

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

2. The insured under such policy or policies are:
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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 limits of liability unless until 30 days written notice thereof has been served upon the City Clerk of the City of Pinole.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

**Sample Endorsement**  
**DO NOT INCLUDE IN YOUR APPLICATION PACKET. THIS IS A**  
**SAMPLE FOR REFERENCE ONLY.**

POLICY NUMBER

COMMERCIAL GENERAL 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 of Organization:

*City of XYZ, its officials, employees and agents*

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

WHO IS INSURED (Section II) 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 you or for you.

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

*As respects the interest of the person or organization shown in the Schedule, this insurance will not be canceled nor reduced in coverage or limits except after 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 companies 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 it is not so included.*

**12.04.060 INSURANCE REQUIREMENTS.**

A. All contractors working within the right-of-way shall procure and maintain for the duration of the work insurance against claims from injuries to persons or damages to property which may arise from the performance of work. Policy must name the City of Pinole, its elected officials, officers, boards, commissions, employees, and agents as additional insured and provide for a thirty-day notice of cancellation. The Contractor is required to maintain Workers' Compensation insurance as required by the State of California and Employer's Liability insurance. The Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Auto Liability: \$2,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

# N.P.D.E.S Compliance Certification

As the \_\_\_\_\_, of the project, I have reviewed the *Best Management Practices*  
Applicant Role

*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 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: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Address: \_\_\_\_\_

## **Indemnification and Hold Harmless Agreement**

Contractor Name: \_\_\_\_\_

To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively, “Indemnitees”) from and against any and all liabilities, losses, damages, claims, expenses, and costs of every nature, including reasonable attorney’s fees (collectively, “Liability”) arising out of or in connection with Contractor’s work under the encroachment permit issued pursuant to this application, or its failure to comply with any of the requirements contained in such encroachment permit, except to the proportionate extent that the Liability is caused by the negligence or willful misconduct of the City. Contractor’s indemnification obligations shall survive the termination of the encroachment permit.

Authorized Representative’s Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_