



# CITY OF PINOLE

## PUBLIC WORKS DEPARTMENT

2131 Pear Street  
Pinole, CA 94564

Phone: (510) 724-9010  
FAX: (510) 724-9826  
www.ci.pinole.ca.us

## ENCROACHMENT PERMIT APPLICATION

Applicant Information	Agent	Contractor	Owner	Permit Facilitator																				
Contact Name: _____ Address: _____																								
E-mail: _____ Phone#: _____																								
<b>Owner Information</b> Contact Name: _____ Address: _____ _____ E-mail: _____ Phone #: _____ Fax #: _____		Contractor: _____ Contractor License #: _____ Contact Name: _____ Address: _____ _____ E-mail: _____ Phone #: _____ City Business License #: _____																						
Project Address(es): _____																								
Description and Location(s) of work:																								
Estimated Start/End Dates: _____ - _____ # of days working in R-O-W: _____																								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Description of work:</td> <td style="width: 25%;">Asphalt Restoration</td> <td style="width: 25%;">Curb &amp; Gutter</td> <td style="width: 25%;">Driveway and/or Driveway Approach</td> </tr> <tr> <td>Estimated quantities</td> <td>Sidewalk</td> <td>Dumpster, Storage on Street, or Temporary Staging</td> <td></td> </tr> <tr> <td>Total concrete (Sq. Ft):</td> <td>Overhead Maintenance</td> <td>Trench / Excavation</td> <td>Underground Maintenance</td> </tr> <tr> <td>Total excavation (Cu. Yds):</td> <td>Utility Pole Replacement</td> <td>Traffic Control Only</td> <td>Vegetation Management</td> </tr> <tr> <td>Utility poles removed/replaced:</td> <td colspan="3">Other: _____</td> </tr> </table>					Description of work:	Asphalt Restoration	Curb & Gutter	Driveway and/or Driveway Approach	Estimated quantities	Sidewalk	Dumpster, Storage on Street, or Temporary Staging		Total concrete (Sq. Ft):	Overhead Maintenance	Trench / Excavation	Underground Maintenance	Total excavation (Cu. Yds):	Utility Pole Replacement	Traffic Control Only	Vegetation Management	Utility poles removed/replaced:	Other: _____		
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<b>Required Attachments:</b>																								
Site Plan / Key Map		Traffic Control Plan																						
CAL OSHA T-1 Annual Trench / Excavation Permit		Certificate of Insurance with Additional Insured																						
<p><b>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, EMAIL PWPERMITS@CI.PINOLE.CA.US 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.</b></p>																								

**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:**

City Business License

Worker's Compensation Insurance

Signed Hold Harmless

Contractor's License

Certificate of Insurance

Additional Insured Endorsement

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

# 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:
- 

- 
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:

Policy Number

Effective Date

Expiration Date

\_\_\_\_\_

\_\_\_\_\_

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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

# Subcontractor Listing

All subcontractors must be listed. Encroachment permits are not transferrable. Permittee is responsible for actions of all subcontractors.

<b>Business Name</b>		<b>Address</b>
<b>CA Contractors License No.</b>	<b>License Class</b>	<b>Pinole Business License No.</b>
<b>Phone No.</b>	<b>Email Address</b>	

<b>Business Name</b>		<b>Address</b>
<b>CA Contractors License No.</b>	<b>License Class</b>	<b>Pinole Business License No.</b>
<b>Phone No.</b>	<b>Email Address</b>	

<b>Business Name</b>		<b>Address</b>
<b>CA Contractors License No.</b>	<b>License Class</b>	<b>Pinole Business License No.</b>
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<b>Business Name</b>		<b>Address</b>
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<b>CA Contractors License No.</b>	<b>License Class</b>	<b>Pinole Business License No.</b>
<b>Phone No.</b>	<b>Email Address</b>	

# Sample Endorsement

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.*

# 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: \_\_\_\_\_