

## CITY OF PINOLE

PUBLIC WORKS DEPARTMENT

 2131 Pear Street
 Phone: (510) 724-9010

 Pinole, CA 94564
 FAX: (510) 724-9826

 www.ci.pinole.ca.us

#### **SEWER PERMIT APPLICATION**

Applicant Information Agent Cont	ractor Owner Permit Facilitator			
Contact Name:A	ddress:			
E-mail:	Phone#:			
Owner Information	Contractor:			
Contact Name:	Contractor License #:			
Address:	Contact Name:			
	Address:			
Phone #:	E-mail:			
Fax #:	Phone #:			
	City Business License #:			
Description and Location(s) of Work:				
Estimated Start/End Dates: # of days working in R-O-W:				
Type of work: Upper Lateral Lower	Lateral Clean Out Installation			
Material Information				
Length of pipe being replaced:	Pipe Material:			
Pipe Fitting Material and Type:	Joint Type:			
Coupling Manufacturer:	TAP Material and Type:			
Type of Overflow Protection Device:				
Required Attachments:				
Site Plan / Key Map	Traffic Control Plan			
CAL OHSA T-1 Annual Trench / Excavation Pe	Commode of moderation with Additional moderat			
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.

**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. Com	ppliance Certification □	Signed Hold Harmless
By: Permittee Signa		e:
	OFFICE USE ONLY	
ITEMS VERIFIED:	OFFICE USE ONLY	
□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. Compl	iance Certification	

## **Worker's Compensation Certificate of Insurance**

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

By: \_\_\_\_\_Authorized Representative

1.	The certificate is issued to City of Pinole City Hall 2131 Pear Street Pinole, CA 94564	):			
2.	The insured under such p	olicy or policies are:			
	. 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:				
3.					
3.					
3.	California covering all ope	erations of the named insured as follo	ws:		
3.	California covering all ope	erations of the named insured as follo	ws:		

### **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, applicant Role	ne project, I have reviewed the Best Management Practices		
Mandbooks, 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, it is conditions and/or the County official warrant reevaluation and revisions the chosen BMPs, the appropriate thanges 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:	_		
Project Description:			

### **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 obligation
shall survive the termination of the encroachment permit.
Authorized Representative's Name & Title:
Signature:
Date:

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