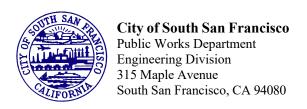
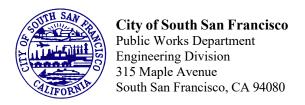


ENCROACHMENT PERMIT APPLICATION

	Gene	eral Information		
Applicant/Owner: (Name/Firm)	Address:		Phone Number: Email:	
			Linan.	
Contractor:	Address:		Phone Number:	
(Name/Firm)			Email:	
a agray	aan n		Eman.	
State CSLB License:	SSF Business	License:		
	Proj	ect Information		
Site Address / Location of Work:		Project Start Date:	Project End Date:	Construction Costs:
				(\$)
Scope of Work within Public Rig	aht of Wov	* Attach pla	 ins and/or reference	City Standards*
(provide brief summary and check all that		Attach più	ins una/or rejerence	e City Standards
Sewer/Storm Lateral Install/Replace			/Curb/Gutter Install/F	
□ Sewer/Storm Main Install/Connection □ Driveway Install/Replacement □ Utility Service Connections □ Pavement Restoration				
☐ Utility Provider Trenching/Boring☐ Utility Provider Temporary Access			ignage/Striping ignal Install/Upgrade/	Dalagation
Landscaping/Irrigation	55		Sidewalk Closure	Relocation
Other (describe):				
Is this project related to or required b	y a Planning Pr	oject or Building Pern	nit? Yes No	☐ Do not know
If so, provide their numbers:	P	B_		
I hereby acknowledge that I have read correct, that I am the owner or the duly				
comply with the attached standard co	onditions, impo	sed special condition		
ordinances, and the rules of any govern	nmental agency	involved.		
Applicant's Signature		Applicant	's Title	——————————————————————————————————————
Applicant's signature		Аррисан	o Tiuc	
				For City Staff



Encroachment Permit Information			
LOCAT	TION OF WORK:	PERMIT NO.:	
	Standard Conditions		
1	STANDARD REFERENCES: All work performed in the ROW shall conform to the following standards unless otherwise approved: • "Greenbook" Standard Specifications for Public Works Construction, 2018 Edition • Caltrans Standard Plans, 2018 Edition and October 2019 Revisions • Caltrans Standard Specifications, 2018 Edition and October 2019 Revisions • California Manual on Uniform Traffic Control Devices, 2014 Revision 4 Edition • City of South San Francisco Standard Details • City of South San Francisco Standard Design Guidelines		
2	BOUNDARY LIMITS: This Permit is limited to the "Property" defined as public Right-of-Way or City owned parcel described in the application and plans, subject to all existing licenses, easements, encumbrances, leases, and claims of title.		
3	PURPOSE: Permittee certifies that it has the legal authority to occupy and use the public right of way for the purpose stated in the application. This nonexclusive and temporary Permit is limited to the purpose stated in the application. Any installation, maintenance, or operation of facilities in the public right of way requires the Permittee/Owner to execute an Encroachment and Maintenance Agreement or a similar form of agreement with the City. Neither this Permit nor any work done by Permittee shall create a vested right of Permittee to occupy or utilize the public right of way. If any prior encroachment permit conflicts with the proposed work, Permittee shall arrange for any necessary removal or relocation with the prior permittee if willing at no expense to the City.		
4	TERM: The term of this Permit is as set forth in the application. This Permit shall be void if construction has not begun within ninety (90) calendar days of the date of the Permit Issuance. This permit is revocable immediately upon notice by the City Engineer or their designee. Upon revocation or expiration of this Permit, Permittee shall suspend all activity within the Property and shall be responsible for the repair of any damage to City property caused by Permittee, as directed by City.		
5	FEES: Permittee certifies that neither it nor the owner of any facilities to be installed, used, or repaired in the public right-of-way are subject to any outstanding City assessments, fees, penalties, or charges. Issuance of this Permit is conditioned upon payment of the permit fee, inspection deposits, and any other applicable fees or deposits/security.		
6	LICENSE: The contractor shall maintain a valid State and SSF business license, as applic	able, for the entire duration of the work.	
7	PERMIT ON SITE: Permittee shall keep this Permit at the job site at all times that work is occurring and shall provide the Permit upon demand of a City representative. Work may be suspended if the Permit is not readily available at the job site.		
8	NOTICE PRIOR TO STARTING WORK: Before staring work under this Permit, Permittee shall notify the Public Works Inspector a minimum of two (2) working days prior to the initial start of work. When work is suspended for more than five (5) working days, an additional 24-hour notification is required. See Special Conditions if required to provide notice to nearby properties.		
9	PUBLIC NOTICE PRIOR TO STARTING WORK: Before starting work under this Permit in relation to any parking restrictions and/or traffic control measures impacting roadways, Permittee shall post notices with "No Parking Signs" on barricades in the affected area <u>at least two (2) weeks prior</u> to the commencement of any parking restriction or any work impacting roadways.		
10	UNDERGROUND SERVICE ALERT: Permittee shall contact and start a ticket with the visiting www.usanorth811.org a minimum two (2) working days prior to scheduled work. PRIOR TO EXCAVATION, Permittee shall confirm all utility partners on the ticket have		
		- *	



Encroachment Permit Information				
LOCAT	ION	OF WORK:	PERMIT NO.:	
		Standard Conditions		
	INS	SPECTION:		
11		work is subject to the City's monitoring, inspection, and approval. Permittee shall sch hours prior to the required inspection time by calling 650-829-6656 or emailing EngDev		
	insp	Permittee shall be billed for inspection time at the current rate in the City's Fee Schedule, with a minimum of two (2) hours. Any inspections performed outside of the base allowed hours shall be paid prior to permit final sign-off or deposit refund. See Special Conditions attached for Inspection Deposits.		
	WORK CONDITIONS:			
	a.	Work may only be performed and traffic controls shall only be deployed between the through Friday unless otherwise restricted or allowed by City Staff. No work is permit All proposed traffic controls are subject to revised approved hours or restrictions by the	ted on Saturdays, Sundays, or City Holidays.	
	b. Permittee shall provide signage with the name of the contractor and a 24-hour contact phone number that is visible from the work area to persons on the Right-of-Way.			
	c.	Permittee shall keep the area clean, safe, and orderly at all times and shall not use the properties to being performed. Permittee shall sweep and clean the ROW if any dirt or design to be a superformed of the shall sweep and clean the ROW if any dirt or design to be a superformed.		
	d. Permittee shall comply with the requirements of the San Mateo County NPDES permit and Best Management Practices established by the San Mateo Countywide Water Pollution Prevention Program to prevent construction water, debris, or groundwater from entering the storm drains.			
	e.	If the proposed work will interfere with established drainage, Permittee shall make pro	ovision for drainage as acceptable to the City.	
12	f.	No hazardous materials shall be handled at any time on the Property. Should any disch pollution of any time occur upon or from the Property due to Permittee's use and occu clean all affected property to the satisfaction of the City and any governmental body w Permittee.	pancy of the Property, then Permittee shall	
	g.	If hazardous materials are encountered during the excavation under this permit, then P and properly dispose of such materials in full accordance with federal, state, and local Permittee's sole cost and shall be under the Permittee's EPA Generator number.		
	h.	Open trenches and holes shall be satisfactorily covered at all times when Permittee's f trench shall be left open at the end of a work day unless steel plated in accordance with		
	i.	Permittee certifies that all material to be used in the work, including material for the rehand and ready to use prior to beginning work.	storation of the public Right-of-Way, is on	
	j.	All work undertaken by Permittee pursuant to this Permit shall be at no cost or expense expense of Permittee. Permittee, as Owner/Applicant or Authorized Agent of Owner/A waives all claims against the City for liability, payment, reimbursement or expenses for manner that does not interfere with the City's operations, properties and facilities.	Applicant, hereby releases the City from and	
	k.	Prior to encroachment permit issuance, for any work that may involve removal, modif Permittee shall contact the South San Francisco Parks Division [(650) 829-3837] for required permits.		
	Any Mechanic's Liens filed on account of work performed by Permittee hereunder shall be promptly cured by Permittee's paym thereof, and the recording of applicable Release of Mechanic's Liens, or Permittee shall post a statutory mechanic's lien release bond lieu thereof within seven (7) days after the filing of each such Mechanic's Lien.			



Encroachment Permit Information			
LOCAT	TION OF WORK:	PERMIT NO.:	
	Standard Conditions		
	TRAFFIC CONTROL MEASURES:		
13	Permittee shall provide appropriate vehicular, pedestrian, and bicycle traffic control measur shall conform to the CA MUTCD and Caltrans Standard Plans.	res at no cost to the City. Traffic controls	
	As determined by the Permit Coordinator, Traffic Control Plans and proposed work hours s Coordination Committee which meets every other Wednesday.	hall be approved by the Construction	
	Where sidewalks exist, a minimum width of four (4) feet shall be maintained at all times for safe passage through the work area. At locations where the entire sidewalk width must be closed for construction, Permittee shall provide an alternative route diverting pedestrians into the road and adjacent to the closed sidewalk protected by k-rail or other approved barricades and identified by warning signs, lights, and other safety devices conforming to the requirements of the CA MUTCD. Alternative walkways shall provide temporary ramps from the sidewalk on both ends of the sidewalk closure to connect the path from the sidewalk to the roadway. Permittee shall pay for any metered parking stalls occupied to provide this walkway for the full duration of the parking stall occupation		
	MINIMUM INTERFERENCE WITH TRAFFIC:		
14	All work shall be planned and carried out with the least possible inconvenience to the traveling public. The Permittee shall assign properly trained and attired flagger(s) to direct traffic. Traffic shall not be unreasonably delayed. Flagging operations shall be in conformance with the Traffic Manual, flagging control chapter. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to the abutting property owners. All work shall be subject to suspension if traffic delays are excessive.		
	If adequate traffic control measures are not in place, the City may issue a Stop Work Order until adequate measures are put in place. The City also reserves the right to hire and implement adequate traffic control measures for the project at the sole cost of the permittee to ensure the least possible inconvenience to the traveling public.		
15	REVISIONS: Any revision to the permit plans that are approved by City Staff shall become part of this Permit.		
	FACILITIES:		
	The installation, maintenance and operation of facilities in the public right-of-way or City of	owned parcel requires the	
16	Permittee/Owner to execute an Encroachment and Maintenance Agreement or a similar for addition to an Encroachment Permit.	m of agreement with from the City in	
	 Any facilities being installed in the Property shall be kept in good and safe condition a of the Director of Public Works. 	nd free from any nuisance to the satisfaction	
	b. Within thirty (30) days of receipt of a written request from the City, Permittee shall re expense if the facility interferes with a project or other municipal operations of the Cit days of receipt of a written request from the City, Permittee shall locate its interfering required by the City for the purpose of confirming the location of existing facilities in	y of South San Francisco. Within thirty (30) subsurface facilities by potholing when	
	Whenever a facility is abandoned in the right-of-way, the person owning, using, controlling thirty (30) days after such abandonment file a statement in writing with the Department of I of the facility's location, including a map and/or plans. If the facility is not occupied within or is occupied then no longer occupied within one (1) year, then the facility shall be deemed occupied as long as there are active facilities in at least one of the ducts of the substructure. facility to be removed by the owner at their own expense or at the City's discretion; all or with ownership deemed to be transferred to and vested in the City at no cost.	Public Works, including a detailed description one (1) year from the date of final inspection abandoned. Substructures shall be considered Upon abandonment, the City may require the	



PERMIT TO BE KEPT ON PREMISES AT ALL TIMES

Encroachment Permit Information		
LOCATION OF WORK:	PERMIT NO.:	

Standard Conditions

RESTORATION AND COMPLETION OF WORK:

- a. Prior to Permit issuance, Permittee shall provide a deposit or bond sufficient to cover restoration of the Right-of-Way in the event the Permittee fails to or abandons the project. The amount of such deposit or bond shall be based on the Construction Cost, Engineer's Estimate, or determined by Engineering Staff on a project-by-project basis.
- b. Prior to completion of the work, Permittee shall request that the City conduct a final inspection by scheduling with the Public Works Inspector at least 24-hrs prior to requested inspection time.
- c. If the work is not completed within the time required or not acceptable to City staff, then the Public Works Director or their designee shall notify Permittee in writing. Within forty-eight (48) hours of such notice, Permittee shall restore the work in conformance with the City Standards Details and Specification and this Permit's conditions and remedy all deficiencies including subsurface material or pavement depressions, breaking, or other failures. If the Permittee fails to do the restoration after such notice, then the City may undertake such work at the expense of the Permittee. The City's determination of the cost of the work perform shall be final.
- d. If Permittee fails to compensate the City for the restoration work undertaken pursuant to 14(c) above within five (5) business days of notification, then the City shall have the right to take whatever actions are necessary to recover its damages, costs, and expenses including but not limited to withholding the amount due with payment made from the performance deposit or any remaining administrative or inspection fee amount or commencing an action against the bond.
- e. Any repair or restoration work undertaken by the City pursuant to 14(c) above shall not relieve Permittee in any manner from liability at the site of the repair or restoration including but not limited to future failures.
- f. The City may undertake any restoration or repair work that has been left incomplete or performed inadequately by Permittee at Permittee's cost without notification to Permittee if the City has determined that there has been a violation of any condition of the permit; that an excavation constitutes a hazardous situation, public nuisance, public emergency or threat to public health, safety, or welfare, or it is in the City's best interest.
- g. Any monuments removed during the work shall be replaced and reestablished.

At the completion of the work, all brush, timber, scraps, material, and the like shall be entirely removed and the Right-of-Way left in a like new condition. <u>As-builts shall be provided to the City</u> prior to the City's release of any deposit or security required by this Permit. Permittee shall also provide to the City, at no cost, with a copy of any data, studies, or surveys conducted on the Property. This requirement may be waived for minor work in the ROW as determined by staff (service laterals, manhole access, traffic controls, etc.)

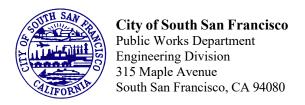
WARRANTY:

- a. If required by the City, Permittee shall provide a warranty bond for the purpose of warranting that all work for two (2) years following completion and acceptance by the City. See Special Conditions if required by the City.
- b. Permittee shall be responsible for remedying any deficiencies such as subsurface material or pavement becoming depressed, broken, or otherwise failing. Any deficiencies identified by the City shall be remedied within forty-eight (48) hours of notification by the City.
- c. If the deficiencies are not remedied, then the City shall repair or restore at the expense of the Permittee in a manner that the City deems expedient and appropriate. The City's determination of the cost of repair or restoration shall be final. If the Permittee fails to compensate the City within five (5) business days of notification, then the City can take whatever actions are necessary to recover its damages, costs, and expenses, including but not limited to withholding the amount due with payment made from any performance deposit or any remaining administrative or inspection fee amounts, or commencing action against the bond.
- d. Repair or restoration by the City shall not relieve Permittee from any and all liability at the site of the repair or restoration including but not limited to future failures.

The City may undertake the restoration or repair work at the expense of Permittee without notifying Permittee, if the City has determined that a person has violated this chapter or any condition of the permit; that an excavation poses a hazardous situation or constitutes a public nuisance, public emergency, or threat to the public health, safety or welfare; or it is in the City's best interest.

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Encroachment Permit Information				
LOCAT	LOCATION OF WORK: PERMIT NO.:			
	Standard Conditions			
	RELEASE AND INDEMNIFICATION:			
19	Permittee hereby releases the City from any liability, claims, damages or any obligations relating to any bodily injury, sickness, discording to death of any person or damages to any property or any person arising out of work performed by Permittee, its contractor subcontractors in performance of this Permit. Permittee agrees to indemnify, defend, and hold harmless City and its officers, ag volunteers, and employees from any and all actions, claims, and liability for any loss or damage, including but not limited to, be injuring, sickness, disease, or death of any person or damage to any property, tangible or intangible, arising out of work performed Permittee, its contractors, or subcontractors in performance of this Permit or the entry upon the Property. This release and indemnification of this Permit.			
	INSURANCE:			
	Permittee shall procure and maintain during the term of this Permit the following policies of a. Worker's Compensation and Employers' Liability Insurance in the statutory coverage provisions of Section 3700 of the California Labor Code which requires every employed Compensation or to undertake self-insurance in accordance with the provisions of the provisions before commencing the performance of the work pursuant to this Permit.	. Permittee certifies that it is aware of the er to be insured against liability for Worker's		
	b. Commercial General Liability Insurance: In an amount not less than ONE MILLION DOLLARS (\$1,000,000) for injuries including, but not limited to, death to any one person and subject to the same limit for each person; in an amount not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.			
20	c. Automobile Liability (Code 1) Insurance: In an amount not less than ONE MILLION I limit per accident for bodily injury and property damage.	DOLLARS (\$1,000,000) combined single		
	d. Contractual Liability Insurance: In the amount of at least TWO MILLION DOLLARS damages sustained as a result of any action or actions at law or in equity, any claims of or alleged breach of any contract, or provisions thereof, and/or as a result of any contract arising out of any contract entered into by Permittee and/or any of its agents or employ herein.	r demands brought as a result of any breach actual liability, or alleged contractual liability		
	e. The insurance required by this Permit shall be in an aggregate amount of not less than be extended to include as additional insureds the City of South San Francisco, its elect employees and volunteers, with respect to operations performed by the Permittee as dedescribed above shall be provided to City upon issuance of this Permit. The policy of indicating that such insurance shall not be reduced or canceled except upon thirty (30)	tive and appointive boards, officers, agents, escribed herein. Evidence of the insurance insurance shall also contain a provision		
	f. The COI must be readily available upon request.			
	At the City's sole discretion, the City's Risk Manager may modify or waive these requirem	ents on a case-by-case basis.		
21	ASSIGNMENT: Permittee shall not assign or otherwise transfer any rights under this Permit, and any purported assignment or transfer shall automatically revoke this Permit.			
	NO DEDICATION; POSSESSORY INTEREST TAX:			
22	Nothing contained in this Permit shall be deemed a gift or dedication of any portion of the lapublic purpose whatsoever. This permit shall not be construed to grant any real property inter However, if it is deemed that this Permit creates an interest subject to the possessory interest such tax.	rest or other rights to Permittee in the Property.		
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Encroachment Permit Information			
LOCAT	TION OF WORK:	PERMIT NO.:	
Standard Conditions			
23	NO WAIVER: No waiver of any default or breach of any condition or term of this Permit shall be implied from any omission to take action on account		
	of such default or breach.		
24	NO PRECEDENT ESTABLISHED: This Permit is issued with the understanding that any particular action is not to be considered as establishing any precedent, including as precedent for the expediency, utility, or authority of any kind of encroachment. This Permit and any associated Improvement Agreement or Encroachment and Maintenance Agreement constitute the entire agreement between the City and Permittee pertaining to entry and work upon the Property.		
25	GOVERNING LAW; ATTORNEY'S FEES: This Permit shall be construed and enforced in accordance with and governed by the laws of the State of California. Any legal proceedings arising from or relating to this Permit shall be venued in the County of San Mateo. In the event that either party institutes any action, suit, or other dispute resolution proceeding based on this Permit, the prevailing party is entitled to receive all costs and expenses, associated therewith including but not limited to reasonable attorney's fees and courts costs.		
26	SPECIAL CONDITIONS: Any special conditions applied to this project shall be coordinated and agreed upon wi issuance. Any and all special conditions shall be included as part of this permit and attached is required to comply with the special conditions.		