Encroachment Permit

Public Works Department
Engineering Division

Effective: July 1, 2007
Revised: August 15, 2007

Permit No: _____ Expires: _____ Bond Amt: _____

Applicant: _____ Address: _____ _____ Phone: _____ Contractor License No.: _____	Contractor: _____ Address: _____ _____ Phone: _____ Business License No: _____
Location of Work: _____ Cross Street: _____	Cost of Work: _____ Completion Date: _____

Description of Work:

I hereby certify that all information provided in this application is true and complete and I agree to comply with the conditions listed below and on the reverse side hereof.

_____

Applicant's Signature Date

Applicable Standard Details and Special Provisions:

- Contractor shall protect all existing improvements.
- Any existing improvements which are damaged or removed during the course of construction shall be replaced in kind.
- All construction shall be in accordance with City of Brentwood's Standard Plans & Specifications.
- All debris within public right-of-way is to be removed at the end of each day.
- All work shall be performed weekdays between the hours of _____.
- Prior to construction contact the inspector _____.

FEE CALCULATION

Processing: $ _____

Inspection Fee: $ _____

Other $ _____

Total Fee: **$** _____

Date Paid: _____

Receipt No: _____

PERMIT APPROVED:

_____

Date City Engineer

WORK ACCEPTED:

_____

Date Public Works Inspector

_____

Date City Engineer

*****This form shall not be changed except where a blank exists. If a change is made to this form, the permit shall be void. *****

ENCROACHMENT PERMIT NOTES

1. Permittee shall notify an Engineering inspector to set up a pre-construction meeting at least 48 hours prior to the start of any work. The name and phone number of the assigned inspector will be provided on the permit. This condition also applies to restart of the job when closed down by rain or other reasons for more than 10 days.

2. The permittee shall begin the work or use authorized by this permit within 30 calendar days from date issuance, unless a different period is stated in the permit. If the work or use is not begun accordingly, then the permit shall become void.

3. The permittee shall complete the work or use authorized by a permit issued pursuant to this chapter within the time and according to the terms specified in the permit. If work is unduly delayed by the permittee and if the interest of the public reasonably so demand, the city engineer shall have authority to complete the work or any portion thereof. The actual cost is such work by the city plus twenty percent as an overhead charge shall be charged to and paid by the permittee or his surety.

4. The permittee shall keep this permit at the site at work and the permit must be shown to any authorized representative of the City of Brentwood or the law enforcement officer on demand.

5. Permits shall be issued only to the person making application therefore and may not be assigned to another person or location by the permittee. If any permittee assigns his permit to another person or another location, the permit shall become void.

6. The permittee will hold the City of Brentwood and its officers and employees harmless from and will indemnify them against all claims, liability and loss, and in particular from and against all such claims, liability and loss predicated on active or passive negligence of the City of Brentwood resulting directly or indirectly from operations under an issued encroachment permit. This hold harmless obligation shall not terminate during the life of the permit. The permittee shall inform himself as to the existence and location of all underground facilities and protect the same against damage. The permittee shall not interfere with any existing utility without the written consent of the City Engineer and owner of the utility. If it is necessary to relocate an existing utility, such relocation shall be done by the owner. No utility owned by the City shall be moved to accommodate the permittee, unless the cost of such work is borne by the permittee. The cost of moving privately owned utilities shall be similarly borne by the permittee, unless other contractual arrangements are made. The permittee shall support and protect all pipes, conduits, poles, wires, or other underground structures affected by excavation work, and shall inform the owner if any damage occurs to such facilities during the conduct of the work. All repairs, including replacement of protective pipe coatings shall be made by the owner of the damaged facilities, unless other arrangements are made. The expense of repairs of any damage shall be charged to the permittee. If any claim as such liability is made against the City of Brentwood, its officers or employees, permittee shall defend, indemnify and hold them, and each of them harmless from such claim.

7. The applicant must file with the City Engineer a bond or cashier's check payable to the City of Brentwood in an amount equal to the cost of the work plus twenty per cent. Upon satisfactory completion of all work and receipt of a Maintenance Bond in amount equal to 20% of the cost of the work, the bond or cash deposit shall be released. The Maintenance Bond will be held for a period of one (1) year. In the event of noncompliance, the City may deduct from the cash deposit the actual cost incurred by the City pursuant to Section 12.08.150 of the Brentwood Municipal Code. In the event of a bond having been posted, the City may proceed against the surety and principal for the actual cost to the City plus twenty percent.

8. The permittee will provide and maintain insurance in the following types with the following limits:

<u>General Permittee</u>

a) Commercial Liability Insurance, occurrence form, with a limit of not less than $1,000,000.00-$2,000,000.00 (dependent upon the size of the project) each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this permit or b e no less than two (2) times the occurrence limit. A Certificate of Liability shall be submitted with the City of Brentwood as Additional Insured. It must also include the Additional Insured Endorsement, without the Endorsement the Insurance will be considered invalid.

b) Automobile Liability Insurance, occurrence form, with a limit of not less than $1,000,000.00 each occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c) Workers Compensation in at least the minimum statutory limits.

d) Employers' liability insurance, with minimum limits of $1 million per occurrence.

<u>Homeowner Permittee</u>

Consideration will be given to projects where home owners are involved and the City of Brentwood will require copies of home owner's insurance certificates for review and file dependent upon the size of the proposed project.

9. Any encroachment permit may be revoked at any time at the option of the City Engineer, whenever:

   (1) It appears to the City Engineer that the continuing allowance of the encroachment, whether because of changed conditions or otherwise, interferes with the full, adequate or safe public use of the right-of-way or watercourse involved: and/or

   (2) The permittee fails to comply with or violates any City Ordinance, City standards, safety regulations, or any condition of issuance of the permits.

10. Upon revocation of the permit, the permittee shall immediately restore the public right-of-way or watercourse to a condition as required by the City Engineer. If the restoration is not completed within the time specified by the City Engineer, the City may take any and all necessary action so required to restore the right-of-way or watercourse. Any and all costs incurred by the City for the enforcement of this Section shall be at the expense of the permittee. Cost incurred by the City will be deducted from any deposits and/or bonds posted by the permittee and, if necessary, recovered by legal action.

11. Notify Underground Service Alert 48 hours prior to any excavation at (800) 642-2444.

12. All work performed under this permit is to be in accordance with the standard plans and specifications of the Engineering Department of the City of Brentwood, subject to the inspection and approval of the City Engineer.

13. No changes may be made in the location, dimension, character or duration of the encroachment or use as granted by the permit except upon written authorization of the City Engineer.

14. The granting of the permit does not relieve the applicant of the responsibility of obtaining any other permit required by other public or private agencies, or individuals, i.e. CCCFC & WCD, Corps of Engineers, Dept. of Fish and Game, etc.

15. All site safety measures are the applicant's responsibility, including providing, erecting, and maintaining all warning signs, lights, barriers, or other devices necessary for the protection of the public. When working a city street, at least one 12 foot wide traffic lane shall be open at all times.

16. An approved Traffic control plan must be in place prior to start of work affecting the public right of way.

17. Temporary paving of a minimum of 2 inches of asphalt concrete shall be placed on all excavations within the street at the end of each day's work. It shall be kept in good repair at all times, and when directed by the Engineering Inspector, immediate attention shall be given to correct any noted deficiencies.

18. The hours of work within the public right-of–way shall be the regular hours of 7:00 A.M. to 3:30 P.M., Monday through Friday (excluding holidays). The owner or developer must submit a written request for approval by the City Engineer at least two (2) working days in advance to work during any other hours, weekends, or holidays. Work on days other than regular workdays requires additional compensation for overtime inspection and written approval from the City.

    The following special hours of work will be enforced from Monday through Friday:

    (1) Work affecting traffic on Balfour Road, Brentwood Boulevard, Fairview Avenue, Lone Tree Way, Sand Creek Road, Central Boulevard or Walnut Boulevard will be limited to 9:00 am to 3:00

    (2) Work adjacent to or within fifteen hundred feet (1500') of any school while school is in session will be limited to 9:00 am to 3:00 pm.

    (3) Work within three hundred feet (300') of occupied residential units and not affecting Balfour Road, Brentwood Boulevard, Fairview Avenue, Lone Tree Way or Walnut Boulevard, south of Balfour Road will be limited to 8:00 am to 4:30 pm.

    (4) Work in excess of three hundred feet (300') from occupied residential units and not affecting Balfour Road, Brentwood Boulevard, Fairview Avenue, Lone Tree Way or Walnut Boulevard, south of Balfour Road, will be limited to 7:00 am to 5:00 pm.

    (5) All Saturday work shall be restricted to 9:00 am to 4:00 pm.

19. Upon completion of the work the applicant shall clean the right-of-way of all rubbish, debris, trees, brush, excess materials, temporary structures and equipment. Grounds and landscaping shall be restored to the approval of the property owner.

Any individual or corporation contracting the work within the City of Brentwood is required to have a current City of Brentwood business license.