



CITY OF SAND CITY
City Hall, 1 Pendergrass Way, Sand City, CA 93955
 Tel: 831-394-3054 / Fax: 831-394-2472

APPLICATION FOR ENCROACHMENT PERMIT
Revised October 2019

- Standard Fee is **\$475** unless noted otherwise
- Process time is **14 days** from date application is considered complete and fees are paid

<p><i>For Administrative Use Only:</i></p> Permit Number: _____ Date Issued: _____ Expiration Date: _____	Permit Fee: _____ Receipt No.: _____ Bond Amount: _____ Receipt No.: _____
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APPLICANT/PERMITTEE (May be Contractor) CONTACT NAME

ADDRESS (CITY, STATE, ZIP) PHONE E-MAIL

IS THE APPLICANT/PERMITTEE CONTRACTOR? YES NO

CONTRACTOR CONTACT NAME

STATE CONTRACTOR'S LICENSE NO. CITY BUSINESS LICENSE NO. (OR) DATE APPLIED FOR

LOCATION/ADDRESS OF PROPOSED WORK NEAREST CROSS STREET / INTERSECTION

TYPE OF WORK (check all that apply): STREET IMPROVEMENTS STREET EXCAVATION NEW UTILITIES CURB & GUTTER SIDEWALK DRIVEWAY APPROACH ACCESSIBLE RAMP OTHER

TRENCHING REQUIRED: YES NO

TYPE OF SURFACE: ASPHALT CONCRETE GRAVEL DIRT OR OTHER

TRAFFIC CONTROL PLAN ATTACHED: YES NO
 (Note: TCP shall be legible, site specific to work, and conform to city standards)

DESCRIPTION OF PROPOSED WORK OR ENCROACHMENT (Reference plans, sketch, exhibit, etc.):

PROPOSED STARTING DATE (D/M/Y) ESTIMATED DURATION ESTIMATED VALUATION

APPLICANT/PERMITTEE TO NOTIFY THE FOLLOWING:

- | | |
|--|--|
| <input type="checkbox"/> Underground Service Alert (USA): 1-800-227-2600 | <input type="checkbox"/> Pacific Gas & Electric (PG&E) |
| <input type="checkbox"/> Sand City Hall / Public Works Dept.: (831) 394-3054 | <input type="checkbox"/> AT&T (Telecommunications) |
| <input type="checkbox"/> Sand City Police Dept.: (831) 394-1451 | <input type="checkbox"/> Comcast (Cable TV) |
| <input type="checkbox"/> AMR Ambulance: 831-718-9555 | <input type="checkbox"/> California American Water |
| <input type="checkbox"/> Monterey-Salinas Transit (MST): | |

Send email to: commctr@mst.org or fax work location to 831-899-7789

Notes:

- Applicant/Permittee shall notify the City at least **two (2) business days** prior to the start of work and **one (1) business day** prior to a request for inspection.
- Unless otherwise noted, all work shall be completed within **180 days** from the date of permit approval.

Applicant/Permittee hereby agrees to comply with the conditions shown in Exhibit A and attached to this application, any special provisions or additional conditions which may be noted or attached to this application, all local, state, and federal laws, and all applicable city ordinances, resolutions, standards and specifications currently in force. Execution below shall confirm that the Applicant/Permittee and/or Contractor has received and reviewed the conditions shown in Exhibit A, understands the same and agrees to be bound thereby.

SIGNATURE OF APPLICANT/PERMITEE

DATE

PRINT NAME AND TITLE

SPECIAL CONDITIONS:

CITY STANDARDS APPLICABLE TO THIS PERMIT:
(MAY BE ATTACHED)

PERMIT ISSUED BY:

CITY ENGINEER

DATE

Leon D. Gomez, P.E., City Engineer

PRINT NAME AND TITLE

I have examined the work covered by this permit and find said work to be in accordance with the standards of the City of Sand City and recommend acceptance.

ENCROACHMENT INSPECTOR

DATE

PRINT NAME AND TITLE

EXHIBIT A
CITY OF SAND CITY
PERMIT TO ENCROACH

I. STANDARD CONDITIONS

1. Authority: Each Encroachment Permit is issued in accordance with the City of Sand City Municipal Code (SCMC), Title 12 ("Permit") (incorporated herein by reference).
2. Effective Date: This Permit shall become effective when issued by the City Engineer or his/her authorized representative. A copy shall be furnished to Permittee. Should Permittee fail to commence the work authorized under this Permit within ninety (90) days from the effective date, this Permit shall become void.
3. Limitations/Permit Validity/Revocation. This permit does not constitute a lease, deed or grant of an easement, or a fee interest by the City of Sand City ("City"). It is not transferable or assignable. The use authorized by this Permit is limited solely to the purposes set forth herein. No change to the scope of work as identified in the application and/or drawings submitted with this Permit is permitted by Permittee, except upon written permission of the City Engineer or his/her duly authorized representative (combined, "City Engineer"). Unless otherwise specified herein, this Permit may be revoked, modified, or canceled at any time by the City Engineer at his/her sole discretion. Cancellation may be effected by giving written notice thereof by sending the same to the Permittee by ordinary mail to the address shown on the application. The City's encroachment permit application and materials shall be approved by the City Engineer. Activities and uses authorized under this Permit are subject to any instruction of the City Engineer. All instructions must be strictly observed. The City Engineer may, either at the time of the issuance of this permit or at any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.
4. Notice Prior to Start of Work: Permittee shall notify the City in writing at least two (2) business days before starting any work under this Permit. Failure to so notify is cause for revocation of this Permit.
5. Fees: The Permittee is required to pay application fees prior to issuance of permit unless permit is for emergency work. Fees are not refundable.
6. Work Hours: Construction activities are restricted to weekdays between 8:00 a.m. and 4:30 p.m. in the public right-of-way, but may vary depending on scope and location. No set up or take down activities are allowed outside of these hours
7. Notice Prior to Excavation: All excavation requires prior notification of such activity to Underground Service Alert. . Permittee agrees to contact and obtain an Inquiry ID Number from Underground service alert 800 - 422 - 4133 at least two (2) working days prior to commencing work. By signing this Permit application, Permittee acknowledges that Permittee understands the statutes and regulations pertaining to excavation near or in the vicinity of underground utilities and agrees to strictly conform all of Permittee's activities to such requirements. Failure on the part of Permittee to comply with such requirements shall be grounds for the immediate revocation of this Permit.
8. Maintain Permit Onsite: A copy of this Permit shall be kept at the site of the work throughout the period of operations within the jurisdictional limits of the City and any right-of-way herein and shall be shown to any City employee, agent or duly authorized representative or any law enforcement officer upon demand.
9. Compliance with laws: All work shall be conducted in compliance with all applicable federal, state, and local laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of- Way Guidelines (PROWG), Design Information Bulletin 82-05, "Pedestrian Accessibility Guidelines for Highway Projects."

10. Damage to City Facilities and/or Structures: The Permittee shall be responsible and liable for any and all injury, damage, or nuisance in any portion of the right-of-way caused by reason of exercise of this Permit (combined, "Damage"). Upon notice from the City Engineer, Permittee shall promptly repair any such Damage at his or her sole expense to the satisfaction of the City Engineer. Should Permittee fail to act to repair such Damage within a reasonable time, as determined by City Engineer, or should the Damage require immediate repairs or replacement without time to notify Permittee in advance, as determined by City Engineer at his or her sole discretion, the City may make any necessary repairs, replacement, or other necessary work to repair such Damage. The Permittee shall reimburse City for any and all expenses incurred in the performance of such repair work by City. In addition, any Damage caused by a Public Utility Company operating under a franchise agreement with the City shall be governed by California Public Utilities Code § 6295.
11. Responsibility to Restore Right-of-Way: Upon completion of work and/or written notice of cancellation or revocation of this Permit for any cause whatsoever, Permittee shall promptly restore City right-of-way and structures to their condition prior to the issuance of this Permit and then shall vacate City property. Should Permittee fail to promptly restore the premises or structures to a condition satisfactory to the City Engineer, the City may make any and all repairs, or have repairs made, and Permittee will be billed and shall reimburse City for all expenses incurred. Permit deposits and/or securities may be forfeited for failure to restore the right of way to a condition satisfactory to the City Engineer.
12. Expenses Incurred: Unless otherwise specifically provided, all expenses incurred by Permittee as a result of any work performed under this Permit, or as a result of the exercise by City of any right, authority, or reservation contained herein, shall be the sole responsibility of, and shall be borne entirely by, the Permittee. Permittee hereby waives all claims for indemnification or contribution from the City for any work under this Permit.
13. City Not Responsible: Issuance of the Permit shall not be construed as an obligation on the part of the City to assume responsibility for any damages incurred to the Permittee's improvements and/or for any injury or death to person(s) or damage to property arising out of the permitted work.
14. Progress of Work: Work shall proceed as expeditiously as possible. If the work consists of multiple phases, each phase of work must be approved by the City before proceeding with the next phase. The City Engineer may cancel this Permit if the work in the opinion of the City Engineer, is not diligently prosecuted to completion. All work shall be completed within 180 days from the effective date of this Permit.
15. Notification when Completed: The permittee or permittee's authorized representative shall notify the City Engineer when all work is completed. Permittee shall request a final inspection and acceptance of the work by written notice to City Engineer when work completed.
16. Protection of Drainage: If the proposed work alters surface runoff or interferes with established drainage, ample provisions shall be made by the Permittee to provide adequate drainage, erosion and sediment control as approved by the City Engineer. The Permittee shall prevent all non-storm water discharges from the work to the City's storm drain system to the maximum extent practicable and shall install appropriate Best Management Practices (BMPs) in accordance with SCMC Title 13.05. Construction waste or excavated materials will not be allowed to be washed into the storm drain or sewer system.
17. Maintenance: The Permittee agrees by acceptance of this permit to exercise reasonable care to properly maintain utilities within the City right-of-way and to inspect for and immediately repair any damage to any improvement within the right-of-way which occurs as a result of the Permittee activities.
18. Test Results: If necessary, the Permittee shall provide the City Engineer with soil compaction test results. Compliance with compaction requirements shall be certified by a City-approved materials testing laboratory with local experience.
19. Pavement Replacement: Permittee shall backfill excavation in accordance with City standards. Slurry backfill shall remain a minimum of 4 inches below the finished surface. Permittee shall place 4 inches of Cold Mix Asphalt as a temporary pavement surface. At the discretion of the City Engineer, the Permittee shall install 4 inches of Hot Mix Asphalt in accordance with City standards.

20. Protection of Traffic: Adequate provisions shall be made by Permittee for the protection of the traveling public. When necessary, barricades shall be placed with flashing amber lights at night and flag persons shall be provided. Warning signs, lights and temporary traffic control devices and other measures required for the public's safety, shall be placed in conformance with the requirements of the City Engineer and the Caltrans Manual of Traffic Control Devices. All work shall be carried out so as to provide the least possible inconvenience to the traveling public.
21. Storage of Materials: No material shall be stored within two (2) feet of the edge of the pavement, sidewalk or traveled way or within the shoulder line where the shoulders are wider than five (5) feet. No supplies or equipment shall be stored on the City street or right-of-way.
22. Cleanup: Immediately, upon completion of work and after each work day, all material and debris shall be entirely removed. The right-of-way shall be left in the same or better condition as before work started.
23. Conformance of Construction: All construction shall conform to the most current City and Caltrans Standards and Specifications.
24. Security Deposit/License: Prior to permit issuance, the Permittee may be required to provide a bond or security deposit in the form of a Letter of Credit, Cashier's Check, Money Order, Cash, or Surety Bond (combined "security deposit") in an amount determined by the City Engineer. The security deposit will be in the name of the City of Sand City and be held by or deposited to the City. The security deposit will be released or refunded to the Permittee upon satisfactory completion of the work authorized under this Permit, acceptance of the work by the City, and written request by the Permittee. Permittee shall apply for and obtain a City Business License for his or her business operations in the City.
25. Emergency Street Cut: A permit for an emergency street cut shall be secured not later than the working day immediately following the emergency street cut.
26. Permit Extension: If the completion/expiration date stated on this Permit will be exceeded, an application for a time extension must be filed with the City Engineer. The new completion date shall be indicated on the permit
27. Underground Facilities Encountered: If an unknown underground facility is encountered, work shall cease immediately and both the City Engineer and the utility shall be notified. Work will not proceed until permission is granted by the City Engineer.
28. Emergency Telephone Number: Except for public utilities, all Permittees shall post an emergency telephone number at the work site in an appropriate location visible to the public.
29. Trenching: All trenches in existing pavement shall be neatly saw cut. Trench spoils shall be removed from the work site. Backfill shall be per City Standards.
30. Record Drawings ("As Built"): If required by City Engineer, Contractor shall provide as-built drawings to the Public Works inspector prior to final acceptance of the work. Provide survey monumentation letter prior to final acceptance, if applicable.

II. **INSURANCE**

1. Permittee shall maintain at its sole expense and keep in full force and effect for the term of this permit, and for one year thereafter, a policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include coverage for contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Any insurance proceeds available to Permittee in excess of the minimum limits and coverage set forth in this Permit and which is applicable to a given loss or claim shall be deemed by this Permit to be applicable to the City. **A certificate of**

insurance evidencing this coverage shall be provided to the City prior to the start of any work under this Encroachment Permit. The City may from time to time increase the limits of the required insurance coverage. All policies shall be in a form acceptable to City.

2. The City is to be named as an additional insured with an endorsement in favor of the City.
3. Coverage provided by Permittee shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain, or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. A severability of interests provision must apply for all additional insureds ensuring that Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.
6. If Permittee maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
7. Permittee must also maintain worker's compensation insurance as required by State law.

III. INDEMNITY AGREEMENT

1. Permittee shall indemnify, defend, and hold harmless City, its officers, employees, independent contractors ("Indemnitees") and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Permittee's authorized activities under the terms of this permit unless solely caused by the gross negligence or willful misconduct of City, its officers, employees, or agents. In addition, any Permittee who is a public utility operating under a franchise agreement with City shall be governed by Cal. Pub. Util. Code § 6296.

IV. DUTY TO DEFEND

1. As an express and material term of City's issuance of this Permit, Permittee agrees to defend, at its sole expense, the Indemnitees from and against any and all Claims arising out of or related to the permitted encroachment. Permittee's duty to defend shall apply immediately upon demand from the Indemnitees for any injury or death to persons or damage to property occasioned by reason of or arising out of the acts or omissions of the City, its officers, employees and/or agents and the acts or omissions of Permittee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit.
2. In the event of any controversy, claim or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.

V. DOCUMENTS INCORPORATED BY REFERENCE

1. The following documents are incorporated into this encroachment permit.
 - a) City Standards
 - b) Caltrans Standard Plans
 - c) Caltrans Standard Specifications

2. In the event of conflict in the referenced documents for this encroachment permit, the order of precedence from highest to lowest shall be as follows;
 - a) Permits and Licenses
 - b) Project Specific Conditions listed and/or attached to this encroachment permit
 - c) Standard Conditions found in Exhibit A to this encroachment permit
 - d) Project Plans and/or Construction Sketches
 - e) Revised Standard Specifications
 - f) Standard Specifications
 - g) Revised Standard Plans
 - h) Standard Plans
 - i) Supplemental project information