



Encroachment Permit Conditions (Form 4.03c)

GENERAL CONDITIONS

1. **Responsible Party:** No party other than the named permittee or their agent is authorized to work under this permit.
2. **Acceptance of Provisions:** It is understood and agreed by permittee that commencement of work authorized by the issuance of this permit shall constitute acceptance of the provisions of this permit, including General and Special Conditions, and all attachments.
3. **Property Rights.** The issuance of an encroachment permit does not constitute a lease, deed, or grant of easement, or a fee interest by the City.
4. **Hold Harmless.** Applicant shall hold the City of San Bruno ("City") and its elected officials, employees and representatives, harmless and assume all liability for claims which may arise by or because of the encroachment permitted. By issuance of this permit the City and its employees and representatives assume no obligation for future changes made by or because of design, construction, maintenance, or traffic.
5. **Insurance Requirements.** All contractors working within the right of way shall procure and maintain for the duration for the work insurance against claims for injuries to persons or damages to property which may arise from the performance of the work. Policy must name the City of San Bruno, its elected officials, officers, boards, commissions, employees and agents as additional insured and provide for a thirty day notice of cancellation. The contractor shall carry comprehensive liability insurance not less than \$1 million per occurrence and \$2 million aggregate; comprehensive automotive liability with limits not less than \$1 million each person Bodily Injury, \$1 million each occurrence Bodily Injury, and \$1 million each occurrence Property Damage; and workers' compensation insurance per State requirements.
6. **License Requirements.** All contractors must carry the appropriate license from the State Contractor's Licensing Board (<http://www.cslb.ca.gov/>) and have a current San Bruno Business License. Further, it is the policy of the City to require work in the right of way consisting primarily of concrete to be performed by state-licensed contractors holding a Class A or C-8 license. This ensures the quality and aesthetics of work performed. Concrete work may be performed by other licensed contractors if the concrete portion is only a minor piece of the total scope (e.g., under-sidewalk drain performed by a Class B contractor as part of a building permit or by a C-27 landscaping contractor).
7. **Expiration of a Permit.** Regular and Utility encroachment permits are valid for six months unless specified otherwise in the EP Special Conditions or extended in writing by authorized City staff. EPs issued in conjunction with a building permit are bound by the expiration date of the building permit, unless otherwise stated in the EP Special Conditions.
8. **Refund of Security Deposit:** A refund will not be issued until the Public Services inspector has reviewed the work, and signed off the permit as being complete. A deposit may be retained by the City to ensure removal of an encroachment at a future time, or if the applicant defaults on the conditions of the permit.
9. **Work without a Permit.** Proceeding with an encroachment without obtaining an encroachment permit (or waiver) from the City is a violation of the City Municipal Code. Violator shall submit an application with required documentation and application fee, and pay a fine of 2% of the value of the work or \$594, whichever is greater. City has the authority to require testing of an installed encroachment and modification, replacement or removal at owner's expense.

10. **Standards of Construction:** All work shall be done in accordance with the most current City standard specifications, plans and details unless otherwise approved on the plans or in the permit. Caltrans and Americans with Disabilities Act standards apply where applicable. If work is not being conducted in a safe manner, or is not in conformance with the approved design, specifications and standards, or with other conditions of the permit, the City may issue a Stop Work Order. Permit holder shall indicate to City how he/she plans to remedy the violation, and shall not resume work or make corrections until the City releases the Stop Work Order in writing. The City reserves the right to add or modify conditions to the initial permit in order to prevent future violations.
11. **Notice Prior to Starting Work:** Permittee shall notify the City 48 hours prior to starting work under this permit.
12. **Allowable Work Hours / Days.** Construction activities are restricted to weekdays between 7:00 a.m. and 7:00 p.m. unless modified by the City in the Special Conditions. Earth-hauls and materials delivery to and from the site are limited to weekdays between 8:30 am and 4:30 pm. unless modified by the City in the Special Conditions. Hauling routes must be submitted in writing and approved by the City prior to the commencement of work.
13. **Inspection and Approval by the City:** All work shall be subject to monitoring, inspection, and approval by the City. It is permittee's obligation to determine from the inspector what stages or frequency of inspection will be required. **Requests for inspections shall be made at least 48 hours in advance.** All form work and subgrade shall be inspected by the City prior to the placement of concrete or asphalt concrete. All pipelines and other underground facilities shall be inspected by the City prior to covering. Permittee shall request a final inspection and acceptance of the work. Weekend and/or holiday inspection requests require 72-hours advance notice, a minimum \$1,000 deposit to an inspection fee account, and are contingent upon the availability of City personnel. Inspection fees shall be based on the current fee schedule.
14. **Compaction and Testing.** Permittee shall restore trenches and street surfaces in accordance with City requirements, including achieving the required compaction of all trench and surface sections. At the City's discretion, compaction testing may be required. Permittee shall acquire and pay for all services needed to perform the required compaction test and retest until the desired compaction is achieved.
15. **Permit to be kept on the Work Site:** The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the City or any law enforcement office on demand. Work shall be suspended if permit is not at job site as required.
16. **Non-Exclusiveness of Permit.** This permit is non-exclusive. If a conflict with an existing facility or improvement is discovered during the course of work, the permittee must arrange with the owner of the facility or improvement for any necessary removal or relocation of the facility or improvement. Any and all associated costs for the removal or relocation will be the responsibility of the permittee. The improvements installed by the permittee will be subject to and subordinate to the City's use of the property.
17. **Revocation of Permit.** All encroachment permits are revocable by the City without cause, in order for the City to maintain control of the right of way. Non-compliance with the general and special conditions of the permit is also grounds for revocation. The revocation process is in compliance with the abatement provisions of Municipal Code Section 8.08.010.
18. **Permits From Other Agencies:** The party or parties to whom a permit is issued shall, whenever required, secure the written authorization for any work that must be approved by the California Public Utilities Commission (PUC), CAL-OSHA, Caltrans, or any other public agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the City's encroachment permit. A copy of such permit

shall be attached to the encroachment permit.

19. **Site Maintenance.** During construction or installation, permittee shall maintain the site in a safe and clean condition, free of dust, debris, dirt, siltation, concentrated runoff, and other nuisances. Noise shall be kept to a minimum. Excavations shall be covered and/or barricaded at the City's direction at the end of each work day. Barricades and reflectors shall be used to mark obstructions. Access to adjacent properties shall not be unreasonably restricted.
20. **Provisions for Pedestrians:** Applicant shall provide a plan for safe passage of pedestrians through or around the site. Where facilities exist, a minimum sidewalk and bike path width of four feet shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street. Pedestrian detour plans shall be approved by the City prior to permit approval. Provisions for diverted pathways shall include: safe separation from work site activities; clear delineation with fencing, signs and barricades; minimum 4 foot width; provided with sufficient lighting; providing a smooth and continuous walking surface; and continuously and adequately maintained. Modifications of provisions in the field may be required by City personnel.
21. **Protection of Traffic:** Applicant shall provide a traffic control plan for safe passage of vehicular traffic through or around the site. Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of the most current edition of the *California Manual on Uniform Traffic Control Devices* published by Caltrans (Traffic Manual). Traffic control shall be in conformance with Caltrans' *Standard Plans for Traffic Control*. Nothing in the permit is

intended, as to third parties, to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law. Contractor shall request and obtain approval from the City before any lane closures are implemented. Road closures shall not be permitted unless approved in writing by the City Engineer. No open excavation shall be left unattended at any time.

22. **Minimum Interference with Traffic:** 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. Work subject to suspension if traffic delays are excessive
23. **Stormwater Pollution Prevention Program:** Per City of San Bruno Municipal Code Chapter 10.18, permittee shall implement and maintain measures to keep sediment, wash waters, equipment maintenance products, and other construction related materials debris from entering the storm drainage system. Dumping or discharge into the City's storm drainage system is prohibited. Measures to protect the storm drainage system shall be in place prior to start of work. Permittee shall implement the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP) Best Management Practice (BMP) guidelines.
24. **Making Repairs:** In every case, the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the City right-of-way which has been excavated or otherwise disturbed by permittee. The permittee shall maintain the surface over facilities placed under any permit. If the right-of-way is not restored as herein provided, and if the City elects to make repairs, permittee agrees by acceptance of permit to bear the cost of the restoration work. Plan shall also include work days, duration and hours of operation

and impacts on and provisions for on-street parking. Incomplete plans will be rejected.

25. **Clean Up:** Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in as presentable a condition as existed before work started. Removal of the encroachment shall be at applicant's expense and public facilities shall be restored to City's satisfaction.

26. **Cost of Work:** Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the City right-of-way pursuant to this Encroachment Permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the City for such work.

27. **Maintenance of Encroachment:** Permittee agrees, by acceptance of a permit, to properly maintain any encroachment in a safe and aesthetically acceptable condition for the duration of the occupancy. Inspection and repair of any damaged City facility resulting from the work under the permit shall be at the expense of the permittee.

28. **Archaeological:** Permittee shall cease work in the vicinity of any archaeological resources that are revealed. The City shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the City concerning the continuation of the work.

29. **Future Relocation of Installation:** Permittee agrees that whenever City construction, reconstruction or maintenance work within the right of way requires the installation to be removed, moved, adjusted or relocated, the permittee shall, upon the request of the City, comply with said request at his/her sole expense.

30. **Location of Existing Utilities:** Attention is directed to the possible existence of underground facilities within the area of construction. The permittee shall ascertain the exact location of all underground facilities prior to doing work that may be damaged during construction. The applicant

is responsible for verifying that all utilities including water, cable TV, electrical, gas, telephone, sewer and other City facilities are clear, protected, or relocated from the area of work prior to construction. Forty-eight (48) hours before commencing work, the permittee shall contact Underground Service Alert (USA) at 1-800-227-2600 to verify elevations and locations of all existing utilities. Additional potholing of critical utilities shall be performed by permittee at permittee's expense if there is uncertainty regarding possible conflicts. Permittee shall remove all painted utility markings associated with the project when job is completed, at the City's direction. Depending on the location, the City may require applicant to ensure a uniform right-of-way appearance after the markings are removed. This may include, but is not limited to, cleaning an entire flag of sidewalk or asphalt.

31. **Use of Public Parking Area:** (a) All occupation of street parking spaces by permittee shall be as approved by City in the encroachment permit. Examples include debris boxes, shipping containers, portable / temporary storage containers, storage of construction materials, construction fencing, and prolonged parking of construction-related vehicles. (b) Any occupancy of parking spaces should occupy only the parking lane (width of 8 feet or less), shall occupy the minimal necessary length, shall not block gutter drainage flow, and shall not restrict flow of adjacent street traffic or provide an unsafe condition for vehicular traffic due to reduced lane width or impaired visibility. (c) All occupancies in the parking area shall be fitted with reflectors on the structure or on barricades. (d) The City may place restrictions on the duration of all such occupancies. (e) By acceptance of permit, the permittee agrees to pay for the utilization of any metered parking for as long as the parking spaces are not available for public use. The fees shall be based on the current meter rate or fee schedule. (f) For non-metered public parking spaces utilized during construction, the permittee shall place temporary "No Parking" signs. These signs are available for purchase through the City's Public Services Department.

32. **Parking/Planting Strip.** Special consideration is given to requests for modification of the area between the curb and sidewalk. The City's goals are to (a) minimize the amount of impervious surfaces and promote low water usage vegetation, (b) improve stormwater quality and infiltration into the groundwater, (c) reduce urban runoff into the gutter, (d) provide for safe and convenient egress from parked vehicles and visibility for vehicles exiting driveways, and (e) maximize the aesthetic appearance of neighborhoods. Any encroachment permit requested for work in this area must consider these goals. Improvements must be maintained by the permittee in a safe and aesthetic condition. The City may adopt

criteria for the maximum amount of hardscape coverage allowed, acceptable hardscape materials, and other criteria.

33. **Appeals of Monetary Fine or Penalty.** Permittee may appeal any monetary fine or penalty issued as a result of a violation of any provision of this permit by filing a written notice of appeal with the Public Services Director within ten (10) days of the action at issue. The Public Services Director shall review the matter and issue a written determination to permittee within ten (10) days. The decision of the Public Services Director taken after the permittee has had an opportunity to appeal is final.

SPECIAL CONDITIONS

In addition to the General Conditions, the following Special Conditions apply to this Encroachment Permit:

Acceptance. The undersigned Applicant / Permittee accepts the General and Special Conditions placed on this Encroachment Permit.

Signature: _____

Date: _____

(printed name): _____