

ENCROACHMENT PERMIT



201 West Sierra Avenue
Cotati, CA 94931

Phone: 707-665-3636
Email: engrservices@cotaticity.org

Engineering Plan, *City of Cotati*
Job # _____
Plan # _____
P A # _____

Permit # _____

Applicant: Complete application and submit plans to engrservices@cotaticity.org. If lane closures are necessary, a Traffic Control Plan will be required for work on City Streets. Sign on every page that requires "Permittee Signature".

The undersigned hereby applies for permission to excavate, construct, and/or otherwise encroach on City street right-of-way, as described below, and agrees to do the work in accordance with all laws, ordinances, City Standards and subject to inspection and approval of the City.

Application Date: _____ Job Locations: _____ Lot # _____ APN # _____
Between _____ & _____ Scheduled Start Date _____ Scheduled Completion Date _____

SIDEWALK, CURBS, & GUTTER

Square Feet of sidewalk: _____ L.F. of C&G: _____ Handicap Ramp: _____ Other: _____

CHECK ONE: *Street Surface:* Asphalt Concrete Dirt Other: _____

•Applicant promises to open cut existing street for underground work. •Applicant promises to bore existing street for underground work.

DESCRIBE NATURE OF WORK: _____

Permittee/Contractor: _____ **Mailing Address** _____

Phone # _____ **Email Address:** _____ **Emergency Phone # (after hours):** _____

City Business License: _____ (Exp. _____) **License Class** _____ **State License #** _____ (Exp. _____)

NOTE: All Subcontractors must be listed on the City of Cotati Subcontractor List.

Workers Compensation: Carrier: _____ Policy # _____ (Exp. _____)

Liability Insurance: Carrier _____ Policy # _____ (Exp. _____)

Permittee Signature: _____

Special Conditions (if necessary): _____		Approved By: _____	
_____		_____	
Street(s) under moratorium (per general condition 5): _____		Public Works Signature	Date
_____		_____	_____
Deposit \$ _____	Permit Fee \$ _____	Total Fee \$ _____	Receipt # _____
		Date Issued _____	Date Expired _____
<input type="checkbox"/> 101-19-63010 (Minor Non-Construction) <input type="checkbox"/> 101-19-63011 (Minor Construction) <input type="checkbox"/> 101-19-63009 (Major Construction) <i>Form Continues on Next Page</i>			

All gray boxes for issuing office only.

Requirements for Installation of Public Utility Submittals and Installation

These requirements are to establish installation conditions when plans for public utilities for power, cable, and/or telephone have not yet been submitted and approved by the City Engineer and an encroachment permit is being requested prior to submittal of power, cable, and/or telephone plans. The City of Cotati has conditions for installation of public utilities which include undergrounding of specific equipment and utility boxes and approval of utility plans by the City Engineer prior to installation of power, cable, and/or telephone utilities, including, but not limited to, those located within public utility easements and public right-of-way.

It is the applicant's responsibility to ensure that before any utilities for power, cable, and/or telephone are installed for the project, including any to be located in the public utility easements or right-of-way, plans for said utilities shall be reviewed and approved by the City Engineer. Any work commenced without the City-approved plans is subject to removal, relocation and/or substantial revision at the expense of the permittee.

I have read and understand the requirements for installation of power, cable, and/or telephone utilities as outlined by the City of Cotati, I further understand that I am responsible for all City approvals prior to installation of said utilities and that if installed without City approval I may be subject to removal, relocation, and/or substantial revision to the utilities at my own expense.

Permittee Signature: _____ Date: _____

Print Name: _____

CITY OF COTATI - ENCROACHMENT PERMIT

GENERAL CONDITIONS

1. All work performed within City right-of-way shall be done in accord with the following specifications:
 - a. State of California, Department of Transportation Standard Specifications, 2010, hereinafter referred to as State Standard Specifications.
 - b. City of Cotati Engineering Standards, latest revision.
 - c. California revision to the Manual of Uniform Traffic Control Devices (MUTCD), latest revision.
2. This permit shall be kept at the work site and must be shown to any representative of the Public Works Department (DPW) or any law enforcement officer on demand.
3. This permit shall expire by limitation if work authorized is not commenced within 365 calendar days or is abandoned for 180 days or more. If extension is necessary, contact **engrservices@cotaticity.org** at least one week prior to expiration.
4. The City shall be notified 48 hours in advance of the start of work to schedule inspections. Notification shall be made in writing to **engrservices@cotaticity.org**. Required inspections are provided in the permit's special conditions.
5. The City shall be notified when all work is completed. Notification shall be made in writing to **engrservices@cotaticity.org**. Final inspection may be required if deemed necessary by the City Engineer.
6. Any work done on streets that have been paved in the last five (5) years are under moratorium. No damage to these streets is to be permitted. List of streets affected included on Page 1 of Encroachment Permit.
7. The Engineer and City accept no liability for the existence or nonexistence of Utilities. Permittee and others using this drawing must confirm the location of underground lines or structures with the utility companies prior to commencing construction. Applicant shall visually confirm location and depth of all utilities crossing the proposed excavation by "potholing." Hand excavation or hydro-excavation is required for all potholes. **Contact USA 811** for marking of utility lines.
8. Work hours shall be limited to 8:00 a.m. to 5:00 p.m., weekdays only, excluding holidays. Exceptions to this requirement shall be only upon written consent of the City of Cotati DPW.
9. Adequate provision shall be made for the protection of the traveling public. During construction the contractor shall provide adequate flagmen, safety barricades and cones all in accord with applicable subsections of Section 7 of the State Standard Specifications. The accessible pedestrian path of travel and related accessibility features must be maintained at all times or an alternate accessible temporary pedestrian path of travel must be provided around work zones. All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. Traffic delays shall not exceed 3 minutes. If construction operations create significant traffic congestion as determined by DPW, the hours of operation or traffic control requirements may be modified by DPW.
10. The Permittee shall take all measures necessary to identify, mark and preserve survey monuments. In the event that a monument is disturbed, permittee shall immediately notify DPW and perform any necessary repairs.
11. Prior to excavation, the trench area shall be cut to a neat and straight line. All concrete shall be saw-cut to the nearest score line prior to removal. Should the Permittee, due to construction activity, damage

pavement outside the cut line or concrete outside the saw-cut area, they will be required to cut a neat line around said damaged area, prior to removal. Utility potholes shall be cut at a minimum 24-inches square.

12. Material excavated from trench shall be removed immediately from the site. Leave no open trenches after working hours. Trench plates shall have nonskid abrasive surface.
13. The Permittee shall employ construction site Best Management Practices (BMP's) to ensure that no sediment, debris or pollutants enter the City's storm drain system.
14. Should the utility trench cut across existing sanitary sewer laterals or water services, the following shall apply:
 - a. All broken sewer lateral lines shall be replaced with 4" Ductile Iron. The new pipe section shall be connected at each end with the existing pipe by means of stainless steel calder couplings and the new pipe shall be supported by a 2 x 6 redwood bridge across the trench and supported a minimum of 1 foot into native material at each end.
 - b. The City prior to backfill of trench shall inspect each sanitary sewer lateral, which is crossed.
 - c. If a water lateral is broken it shall be replaced with HDPE 3408 SDR9 200 psi tubing and adequate brass connections all in accord with City standards. The City shall inspect all repairs prior to backfill of any water lateral, which is damaged during construction.
 - d. The Utility Company or Permittee shall be fully responsible for all cost of broken sanitary sewer or water services and for any damage done to City sewer or water mains.
15. All backfill of trenches shall be accomplished by use of Class II Aggregate Base import material. The intermediate backfill zone shall be compacted to a minimum of 90% relative compaction (RC), while the top twelve (12) inches of backfill shall be compacted to a minimum of 95% RC. Potholes may be backfilled with clean sand to the bottom of the road section.
16. The final asphalt pavement restoration shall be placed in a pavement opening cut at least twelve (12) inches outside of the trench walls to a depth matching the existing asphalt thickness or a minimum of three (3) inches, whichever is greater.
17. Street structural section shall match the existing pavement section, but in no case shall be less than 3" A.C. over 18" Class II A.B., unless specified otherwise in the Encroachment Permit.
18. The Contractor/Permittee shall secure a Trench Permit from the California Division of Industrial Safety prior to excavation of any trench over five (5) feet in depth.
19. Construction Contractor/Permittee assumes sole and complete responsibility for job site conditions during the course of construction, including safety of all persons and property. This requirement shall be made to apply continuously and not be limited to normal working hours. Construction Contractor/Permittee shall define, indemnify, and hold Engineer, Owner, and City harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Engineer, Owner, and City.
20. All trenches or pit openings shall be protected against cave-in either by suitable shoring, cages, or proper sloping.
21. All work and equipment shall comply with the California Division of Industrial Safety Requirements.
22. The Contractor/Permittee shall be responsible for all dust and debris created by construction or grading. The City requires that the site be watered to lay dust at all times during construction including weekends and holidays if conditions are created on-site which cause a nuisance to surrounding property owners. All

materials washed from the site become the responsibility of the contractor. The City Inspector may require on-site dikes or sandbags to protect erosion of material onto public or private property.

23. Variances from City of Cotati Standards require prior written approval of the City Engineer.
24. The City Arborist or the Planning Director shall direct all work inside any tree's dripline and/or within ten (10) feet of a tree.
25. Permittee gives the right indefinitely to the City to install artwork on any of the permittees utility boxes installed within the public right of way as part of the permit.
26. Permittee shall be responsible for repair of any damage to the City's property caused by construction or work activity under the Encroachment Permit to DPW satisfaction at Permittee's expense.
27. Upon completion of work, all brush, timber, scraps and other leftover construction materials and refuse shall be entirely removed and the right-of-way restored to a condition at least as presentable as that existing prior to the start of work.
28. Any pavement marking and/or legends which are damaged or removed shall be replaced in kind by the Permittee at his/her expense.
29. A pre-construction meeting *may* be required prior to issuance of permit to review specific conditions of construction.
30. By signing the encroachment permit, Permittee and the contractor agree to the following indemnification language:

Neither City nor any City officers, officials, employees, agents or designated volunteers shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Permittee, or any person or entity acting on the Permittee's behalf, including, without limitation, the agents, employees, contractors or subcontractors of the Permittee. Permittee further agrees to indemnify, hold harmless, and defend with counsel approved by the City, the City and its officers, officials, employees, agents and designated volunteers from any and all claims, demands, causes of action, liability or loss of any sort (including, but not limited to, attorney's fees and costs and fees of litigation) (collectively, "Liability"), because of, or arising out of, acts or omissions of Permittee, its agents, employees, contractors, subcontractors or any others acting pursuant to this Permit, including, without limitation, Liability because of, or arising out of, in whole or in part, the design or construction of the Project, injuries to persons or damages or taking of property resulting from the design or construction of the Project, and restoration of the Property and any improvements on the Property. Permittee further agrees to indemnify, hold harmless and defend with counsel approved by the City, the City and its officers, officials, employees, agents and designated volunteers from any and all Liability because of, or arising out of any discharge or other impact on City property caused by Permittee or any person or entity acting on Permittee's behalf or on whose behalf Permittee acted, regardless of whether such discharge or other impact occurred pursuant to or during the time the Permit is in effect, prior to the time the Permit is in effect, or after the time the Permit is in effect. Acceptance by the City of the restoration of the Property shall not constitute an assumption of any responsibility for any damage or taking covered by this paragraph. The Permittee shall be responsible for all of the Permittee's activities pursuant to the Permit and related restoration, including, without limitation, design and construction of the Project. City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any aspect of the Permittee's activities pursuant to the Permit or any related restoration of the Property. The rights and obligations that accrue pursuant to this provision shall survive the expiration or termination of the Permit.

Permittee Signature: _____ Dated: _____