



City of South San Francisco
 Public Works Department
 Engineering Division
 315 Maple Avenue
 South San Francisco, CA 94080

ENCROACHMENT PERMIT

PERMIT TO BE KEPT ON PREMISES AT ALL TIMES

Encroachment Permit Information	
LOCATION OF WORK:	PERMIT NO.:
Standard Conditions	
1	<p>STANDARD REFERENCES: All work performed in the ROW shall conform to the following standards unless otherwise approved:</p> <ul style="list-style-type: none"> • “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	<p>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.</p>
3	<p>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.</p>
4	<p>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.</p>
5	<p>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.</p>
6	<p>BUSINESS LICENSE: Contractor shall maintain a current and active business license in the City of South San Francisco.</p>
7	<p>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.</p>
8	<p>NOTICE PRIOR TO STARTING WORK: Before starting work under this Permit, Permittee shall notify the Public Works Inspector a <u>minimum of two (2) working days prior</u> 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.</p>
9	<p>UNDERGROUND SERVICE ALERT: Permittee shall contact and start a ticket with the Underground Service Alert by calling 811 or visiting www.usanorth811.org a <u>minimum two (2) working days prior</u> to scheduled work.</p> <p><u>PRIOR TO EXCAVATION</u>, Permittee shall confirm all utility partners on the ticket have responded and the start time has passed.</p>
10	<p>INSPECTION: All work is subject to the City’s monitoring, inspection, and approval. Permittee shall schedule the Public Works Inspector a <u>minimum 24-hours prior</u> to the required inspection time by calling 650-829-6656 or emailing EngDevelopment@ssf.net.</p> <p>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.</p>



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11	<p>WORK CONDITIONS:</p> <ul style="list-style-type: none"> a. Work may only be performed and traffic controls shall only be deployed between the hours of 9:00 AM to 3:00 PM Monday through Friday unless otherwise restricted or allowed by City Staff. No work is permitted on Saturdays, Sundays, or City Holidays. All proposed traffic controls are subject to revised approved hours or restrictions by the Construction Coordination Committee. 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 public Right-of-Way as a storage area when no work is being performed. Permittee shall sweep and clean the ROW if any dirt or debris has been caused by the Project. 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 provision for drainage as acceptable to the City. f. No hazardous materials shall be handled at any time on the Property. Should any discharge, leakage, spillage, emission, or pollution of any time occur upon or from the Property due to Permittee's use and occupancy of the Property, then Permittee shall clean all affected property to the satisfaction of the City and any governmental body with jurisdiction at the sole cost of the Permittee. g. If hazardous materials are encountered during the excavation under this permit, then Permittee shall immediately notify the City and properly dispose of such materials in full accordance with federal, state, and local laws. Such disposal shall be at the 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 forces are not working in the vicinity. No trench shall be left open at the end of a work day unless steel plated in accordance with the Public Works Department's Standards. i. Permittee certifies that all material to be used in the work, including material for the restoration of the public Right-of-Way, is on hand and ready to use prior to beginning work. j. All work undertaken by Permittee pursuant to this Permit shall be at no cost or expense to the City and shall be at sole cost and expense of Permittee. Permittee, as Owner/Applicant or Authorized Agent of Owner/Applicant, hereby releases the City from and waives all claims against the City for liability, payment, reimbursement or expenses for such work. All work shall be done in a manner that does not interfere with the City's operations, properties and facilities. <p>Any Mechanic's Liens filed on account of work performed by Permittee hereunder shall be promptly cured by Permittee's payment thereof, and the recording of applicable Release of Mechanic's Liens, or Permittee shall post a statutory mechanic's lien release bond in lieu thereof within seven (7) days after the filing of each such Mechanic's Lien.</p>
12	<p>TRAFFIC CONTROL MEASURES:</p> <p>Permittee shall provide appropriate vehicular, pedestrian, and bicycle traffic control measures at no cost to the City. Traffic controls shall conform to the CA MUTCD and Caltrans Standard Plans.</p> <p>As determined by the Permit Coordinator, Traffic Control Plans and proposed work hours shall be approved by the Construction Coordination Committee which meets every other Wednesday.</p> <p>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</p>
13	<p>REVISIONS: Any revision to the permit plans that are approved by City Staff shall become part of this Permit.</p>



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14	<p>FACILITIES:</p> <p>The installation, maintenance and operation of facilities in the public right-of-way or City owned parcel requires the Permittee/Owner to execute an Encroachment and Maintenance Agreement or a similar form of agreement with from the City in addition to an Encroachment Permit.</p> <p>a. Any facilities being installed in the Property shall be kept in good and safe condition and free from any nuisance to the satisfaction of the Director of Public Works.</p> <p>b. Within thirty (30) days of receipt of a written request from the City, Permittee shall relocate its facilities at its sole cost and expense if the facility interferes with a project or other municipal operations of the City of South San Francisco. Within thirty (30) days of receipt of a written request from the City, Permittee shall locate its interfering subsurface facilities by potholing when required by the City for the purpose of confirming the location of existing facilities in order to design or construct public facilities.</p> <p>Whenever a facility is abandoned in the right-of-way, the person owning, using, controlling, or having interest in the facility shall within thirty (30) days after such abandonment file a statement in writing with the Department of Public Works, including a detailed description of the facility's location, including a map and/or plans. If the facility is not occupied within one (1) year from the date of final inspection or is occupied then no longer occupied within one (1) year, then the facility shall be deemed abandoned. Substructures shall be considered occupied as long as there are active facilities in at least one of the ducts of the substructure. Upon abandonment, the City may require the facility to be removed by the owner at their own expense or at the City's discretion; all or part of the facility may be abandoned in place with ownership deemed to be transferred to and vested in the City at no cost.</p>
15	<p>RESTORATION AND COMPLETION OF WORK:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>g. Any monuments removed during the work shall be replaced and reestablished.</p> <p>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.)</p>



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16	<p>WARRANTY:</p> <ol style="list-style-type: none"> 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. <p>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.</p>
17	<p>RELEASE AND INDEMNIFICATION:</p> <p>Permittee hereby releases the City from any liability, claims, damages or any obligations relating to any bodily injury, sickness, disease, or death of any person or damages to any property or any person arising out of work performed by Permittee, its contractors, or subcontractors in performance of this Permit. Permittee agrees to indemnify, defend, and hold harmless City and its officers, agents, volunteers, and employees from any and all actions, claims, and liability for any loss or damage, including but not limited to, bodily injuring, sickness, disease, or death of any person or damage to any property, tangible or intangible, arising out of work performed by Permittee, its contractors, or subcontractors in performance of this Permit or the entry upon the Property. This release and indemnification shall survive termination of this Permit.</p>
18	<p>INSURANCE:</p> <p>Permittee shall procure and maintain during the term of this Permit the following policies of insurance:</p> <ol style="list-style-type: none"> a. Worker's Compensation and Employers' Liability Insurance in the statutory coverage. Permittee certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and it will comply with such provisions before commencing the performance of the work pursuant to this Permit. 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. c. Automobile Liability (Code 1) Insurance: In an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per accident for bodily injury and property damage. d. Contractual Liability Insurance: In the amount of at least TWO MILLION DOLLARS (\$2,000,000), insuring Permittee against damages sustained as a result of any action or actions at law or in equity, any claims or demands brought as a result of any breach or alleged breach of any contract, or provisions thereof, and/or as a result of any contractual liability, or alleged contractual liability arising out of any contract entered into by Permittee and/or any of its agents or employees in order to perform the work defined herein. e. The insurance required by this Permit shall be in an aggregate amount of not less than Two Million Dollars (\$2,000,000) and shall be extended to include as additional insureds the City of South San Francisco, its elective and appointive boards, officers, agents, employees and volunteers, with respect to operations performed by the Permittee as described herein. Evidence of the insurance described above shall be provided to City upon issuance of this Permit. The policy of insurance shall also contain a provision indicating that such insurance shall not be reduced or canceled except upon thirty (30) days written notice to City. <p>At the City's sole discretion, the City's Risk Manager may modify or waive these requirements on a case-by-case basis.</p>



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19	ASSIGNMENT: Permittee shall not assign or otherwise transfer any rights under this Permit, and any purported assignment or transfer shall automatically revoke this Permit.
20	NO DEDICATION; POSSESSORY INTEREST TAX: Nothing contained in this Permit shall be deemed a gift or dedication of any portion of the Property to or for the general public or for any public purpose whatsoever. This permit shall not be construed to grant any real property interest or other rights to Permittee in the Property. However, if it is deemed that this Permit creates an interest subject to the possessory interest tax, then Permittee is responsible for paying such tax.
21	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.
22	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.
23	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.
24	SPECIAL CONDITIONS: Any special conditions applied to this project shall be coordinated and agreed upon with Engineering Division staff prior to permit issuance. Any and all special conditions shall be included as part of this permit and attached after these standard conditions. The Permittee is required to comply with the special conditions.