



ENCROACHMENT PERMIT APPLICATION

Permit Center
2263 Santa Clara Ave. Room 190, Alameda, CA 94501
Hours: 7:30 a.m.–3:30 p.m., M–Th
www.alamedaca.gov/permits
Permits@alamedaca.gov

Permit # **EN** _____

Location of Work: _____

Description of Work: _____

Estimated Start Date: _____ Estimated Completion Date: _____

Project Related To: Public Works Permit # _____ Building Permit # _____ N/A

Applicant Attached Plan: Site Plan Traffic Control Plan Pedestrian Control Plan Other: _____

APPLICANT (Company): _____

Street Address: _____ Phone: () _____

City, State, Zip: _____ Email: _____

State License # _____ Alameda Business License # _____

Applicant is: Property Owner Contractor Utility Company Other _____

I certify that I have read, understood, and agree to comply with the Encroachment Permit rules and regulations as stated on this and the reverse side of this permit, that the information given in this permit is true and correct.

Indemnity and Hold Harmless Agreement: Indemnitor shall defend, indemnify, and hold harmless the City of Alameda, its Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, regardless of the merit of outcome of any such claim or suit arising from or in any manner connected to the event, services, or work conducted or performed pursuant to this Agreement and Permit. Indemnitor shall defend, indemnify and hold harmless the City of Alameda, its Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms, or corporations, furnishing or supplying work, services, materials, equipment, or supplies arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement and Permit. By the signature below, Indemnitor agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition therein. The Signatory below warrants that he/she is authorized by the Indemnitor to execute on its behalf this Indemnity and Hold Harmless Agreement.:

Indemnitor (Print Name): _____ **Title:** _____

Signature: _____ **Date:** _____

CONDITIONS

- Have permit and City approved traffic control plans on site
- Utility Companies must email daily field locations to John Tallitsch, Jtallitsch@alamedaca.gov by 8:00am
- Applicant must notify Underground Service Alert (USA) at least two (2) working days prior to excavation

INSPECTIONS – To Schedule an Inspection, CALL (510) 747-7930

Inspection requests received after 8am will be scheduled for the next working day. When requesting an inspection, please provide: Name, Company, Permit No., Job Location, Type of Inspection, preferred Date and Time, and phone number.

APPROVAL

- Insurance Certificate / Endorsements approved by Risk Management
- Insurance Certificate / Endorsements on file with Risk Management

Attached Conditions: yes no

Date Granted: _____ Expires: _____ BY: _____

ENCROACHMENT PERMIT RULES AND REGULATIONS:

Permit No. EN _____

1. **Definition:** This permit is issued pursuant to Article 19 of Chapter 22 of the Alameda Municipal Code.
2. **Acceptance of provisions:** Commencing any work under this permit shall constitute an acceptance by the applicant to comply with all local ordinances and state laws relating to building construction and any conditions attached to this permit. All work involved is to be done in accordance with standard CITY OF ALAMEDA specifications and CITY OF ALAMEDA practices, all to the satisfaction of the CITY Engineer
3. **Insurance and Additional Insured Endorsement Requirements:** Applicant shall obtain and maintain through the terms of this permit general liability, automobile liability, or worker's compensation and any other insurance coverage as required based on the type of contract and scope of services pursuant to the Hold Harmless and Indemnity Agreement, as follows: **Certificate of Insurance: General Liability:** minimum \$1,000,000 per/occurrence/\$2 million per/aggregate. Insurance coverage and limits shall be 1) the minimum coverage and limits specified in this agreement, or 2) the broader coverage and maximum limits of the coverage carried by or available to the named insured, whichever is greater. **Notice of Cancellation:** provide the City of Alameda ten (10) days advance written notice of cancellation, non-renewal or reduction in limits or coverage including the name of the contract or event. **Additional Insured Endorsement Policy:** Name the "City of Alameda, its Council, Officers, Employees, Volunteers, Board and Commissions" as additional insureds and must include the policy number and type of coverage. **PLEASE NOTE: a statement included on the Certificate that the City is an additional insured, is NOT sufficient. Please ask your insurance broker or agent to provide all insurance documents to the City of Alameda ten (10) days prior to the event taking place since several departments must sign off on the entire request package prior to approval of the permit application.**
4. **Workers Compensation:** Applicant shall maintain statutory coverage as required by the State of California.
5. **USA:** All utilities within the work area shall be located and marked by USA prior to commencing excavation, trenching, micro-tunneling, or boring operations. Call 811 or 1800-227-2600, minimum of two working days prior to any excavation.
6. **Required Inspections:** Applicant shall notify the Public Works Inspector (510) 747-7930, 2 business days prior to beginning of any work within the City's right-of-way. Inspection is mandatory for trenching, backfill, concrete, asphalt, striping, storm and sewer pipe installation, traffic/pedestrian detours, urban runoff, and final inspection. Do not conceal or cover any construction units until the work is inspected by the City of Alameda Public Works Department. Failure to obtain inspections prior to completion of work may result in rejection of said work and is subject to additional inspection costs per the Master Fee Schedule.
7. **Public Notifications:** All property owners and businesses within the immediate vicinity of the proposed work area must be notified in writing at least 5 days prior to the start of construction. All public notifications must include a brief description of the work, contractor information, including company name, license number, contact person's name, and phone number, for citizens to report their concerns while work is in progress.
8. **Trash Notification:** If the proposed traffic control and/or work will impact weekly trash collection, contact Kerry Parker at kparker@alamedaca.gov at least 3 days in advance of work.
9. **Permits from other agencies:** Applicant must obtain consent from any other public or private agencies or individuals required to complete such work. Such consent may be required to be obtained prior to issuance of an encroachment permit from the CITY. If this provision is not complied with, this permit shall be void.
10. **Hours of Work:** Work shall only be conducted between hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. Uninterrupted traffic circulation within the public right-of-way is mandatory during the commute hour of 7:30 a.m. to 9:00 a.m. and 3:00 p.m. to 4:30 p.m. Work outside these hours may be authorized in writing based on CITY staff availability. No construction activity shall be permitted on Sundays or State and Federal holidays.
11. **Traffic Control:** If construction work encroaches within the public right-of-way, the applicant must submit a traffic control plan for vehicles and pedestrians that conforms to standards and guidelines provided by the California Manual on Uniform Traffic Control Devices and/or Caltrans Standard Plans.
12. **Urban Runoff Clean Water Program:** Applicant shall implement and maintain measures to keep sediment, washwaters, equipment maintenance products, and other construction related material/debris from entering the storm drainage system. Dumping or discharge into the CITY's storm drainage system, including the street, is prohibited. Measures to protect the storm drainage system shall be in place prior to start of work. Contractor is required to protect inlets. Failure to comply is subject to \$250.00 per violation and per day.
13. **Hauling Provisions:** Applicant hereby acknowledges and understands the following for projects valued at less than \$100,000; 1) Applicant shall not hire any contractor or business entity to place a dumpster or haul Construction and Demolition (C&D) debris other than the City's franchised waste hauler, Alameda County Industries (ACI); 2) Applicant may choose to haul C&D debris personally; 3) Waste that is not C&D shall be hauled by ACI.
14. **Construction Staging:** Storage of construction materials and equipment within the public right-of-way is not permitted at any time. Streets shall be swept and kept clean after daily work.
15. **Pavement, Traffic Striping & Detectors:** Whenever the applicant disturbs the surface of any public property for any purpose, applicant shall restore that property to the condition that existed prior to that disturbance in accordance with CITY standard plans. Additionally, traffic striping & marking, signal detectors, curb, gutter and other concrete improvements, damaged as a result of construction shall be replaced to the satisfaction of the City Engineer or designated agent. Installation and maintenance of temporary striping and pavement markers is required while work is ongoing.
16. **Site Restoration:** Upon completion of the work all existing improvements within the project area (e.g. landscaping, irrigation, utilities, paths, area drainage, etc.) shall be completely restored to prior condition within five (5) working days of installation. Any damage within the public-right-of-way shall be replaced at the permittee's expense to the satisfaction of the City Engineer or his designated agent.
17. **Display of Permit:** This permit shall be kept at the site of work. Upon request, the permit must be shown to any representative of the CITY Engineer or law enforcement officer.

I HAVE READ BOTH PAGES. Applicant Signature: _____ Date: _____