

STANDARD ENCROACHMENT PERMIT APPLICATION



State Route 4 Bypass Authority ("SR4BA")
255 Glacier Drive, Martinez, CA 94553
(925) 313-2000 FAX (925) 313-2333

Permit No _____

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<p>Permittee: Address:</p> <p>Contact Name: Phone: Fax No.:</p>	<p>Contractor: Contractor License No.:</p> <p>Address:</p> <p>Contact Name: Phone: Fax No.:</p>
<p>Expiration Date: Unless revoked or terminated earlier (see permit conditions), this permit expires on:</p>	
<p>Location of Work: 1. City/County: 2. Cross Street (Distance and Direction from Site):</p>	<p>Estimated Cost of Work: Estimated Start Date: Estimated Completion Date:</p>
<p>Fully Describe Work within SR4BA right of way ("R/W"):</p>	
<p>General Permit Conditions:</p> <ol style="list-style-type: none"> 1. If work is performed without a permit, the fee shall be double the amount per the fee schedule, with a minimum of \$500. 2. If this permit is for an excavation in the SR4BA R/W, it is not valid without a current USA Number. 3. Arrange for an inspection by phoning (925) 381-1561 at least 48 hours before you begin work. Work done without notification is subject to a penalty of \$1000. This also applies to restart of the job when closed down by rain or other reasons for more than 10 days 4. The inspector may modify this permit to meet field conditions. 5. Any monuments removed, or disturbed, shall be replaced using surveying practices acceptable to SR4BA staff, who can be contacted at (925) 313-2314. 6. Inspection charges will be billed to whomever takes out the permit. Any exceptions must be resolved before the permit is issued. Permits will not be signed off as complete until all the review and inspection charges are paid in full. 7. To arrange a refund of fee or bond deposits, schedule a final inspection by phoning your inspector. Refunds will be made within 90 days of the date the work is accepted. A signed off permit from another permitting agency or utility company does not guarantee the work performed under this permit is performed satisfactorily. 8. The permittee and permittee's contractor(s) shall, at no cost to the SR4BA, obtain and maintain during the term of the permit, commercial general liability Insurance, including blanket contractual (or contractual liability) coverage, broad form property damage coverage, and coverage for owned and non-owned vehicles, issued by one or more carriers, with a minimum combined single limit coverage of \$3,000,000 for all damages due to bodily injury, sickness, disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence, and naming the SR4PBA, its member agencies, the Contra Costa Transportation Authority, the East County Transportation Improvement Authority, the Eastern Contra Costa Regional Fee and Financing Authority, the State of California, their governing bodies, officers, employees, consultants, and agents, as additional insureds. At the time the permit is issued, the permittee shall furnish to the SR4BA certificates of insurance evidencing such coverage and requiring 30 days' written notice to SR4BA of policy lapse, cancellation, or material change in coverage. 9. Standard Encroachment Permit Conditions on the following pages apply unless as modified by ADDITIONAL CONDITIONS. PLEASE READ THEM. 	
<p>Items attached or referred to:</p>	

The permittee and the permittee's contractor(s) shall save, indemnify and hold harmless the SR4BA, its member agencies, the Contra Costa Transportation Authority, the East County Transportation Improvement Authority, the Eastern Contra Costa Regional Fee and Financing Authority, the State of California, their governing bodies, officers, employees, consultants and agents (collectively, the "indemnitees") from all liabilities imposed by law by reason of injury to or death of any person(s) or damage to property, including without limitation liability for trespass, nuisance, or inverse condemnation, which may arise out of the work covered by this permit and agree to defend the indemnitees against any claim or action asserting such a liability. Before allowing any contractor to perform work within the SR4BA right of way, the permittee shall have the contractor sign this permit or a written indemnification agreement naming the indemnitees and submit it to the SR4BA's Program Manager.

Accepting this permit or starting any work hereunder shall constitute acceptance and agreement to all of the conditions and requirements of this permit and the ordinance and specifications authorizing issuance of such permit.

I hereby certify that all information provided in this application is true and complete and I agree to comply with the conditions listed above, below, and on the reverse hereof.

Signature of Permittee: _____

Print Name: _____

Date: _____

Signature of Permittee's Contractor (_____): _____

Print Name and Title: _____

Date: _____

Signature of Permittee's Contractor (_____): _____

Print Name and Title: _____

Date: _____

Is a city, county, or other public agency involved in project approval? If yes, list its name and briefly describe its involvement and approval status and provide the name and phone number of the contact person.

Is a city, county, or other public agency involved in the environmental approval of the project? If yes, list its name and describe the status of environmental documentation and attach approved copy if applicable.

FEE CALCULATION:

Processing fee: _____

Inspection fee: _____

Other: _____

Total Fee: _____

Date Paid: _____, Rec't No.: _____

PERMIT APPROVED:

Date _____ State Route 4 Bypass Authority

WORK ACCEPTED:

Date _____ State Route 4 Bypass Authority

Date _____ Program Manager

STANDARD ENCROACHMENT PERMIT CONDITIONS

1. Work within the SR4BA R/W must be inspected. Work done without inspection may have to be removed and be reconstructed.
2. The permittee shall begin the work or use authorized by this permit within 30 calendar days from the above date of approval, unless a different date is stated in the permit. If the work is not begun accordingly, then the permit shall become void.
3. The permittee shall complete the work or use authorized by a permit within the time and according to the terms specified in the permit. If the work is unduly delayed by the permittee and if the interest of the public reasonably so demands, the SR4PBA Program Manager shall have authority to complete the work or any portion thereof. The actual cost of such work by the SR4PBA plus twenty percent as an overhead charge shall be charged to and paid by the permittee or his surety.
4. The permittee shall keep this permit at the site of work or use and the permit must be shown to any authorized representative of the SR4BA or any law enforcement officer on demand.
5. Permits shall be issued only to the person making application therefor and shall not be assigned to another person or location by the permittee. If any permittee assigns his permit to another person or another location, the permit shall become void.
6. Inspection charges will be billed to whomever takes out the permit. Any exceptions must be stated on the permit before the permit is issued. Permits will not be signed off as complete until all inspection charges are paid in full.
7. Permittee shall provide and maintain enough barricades, lights, signs, flaggers, and other safety measures to protect the public, in accordance with the current edition of the State Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.
8. All traffic control measures shall be reviewed and approved by SR4BA staff.
9. All work shall be in accordance with Caltrans Standard Specifications and Standard Drawings in addition to any applicable county and/or city standards.
10. The costs of utility relocations are the responsibility of the permittee.
11. At the time the permit is issued, the permittee shall file with the SR4PPA Program Manager a payment and performance bond for 100% of the estimated cost of the work naming the SR4BA as obligee and issued by a surety authorized to issue bonds in California (see attached forms). Upon satisfactory completion of all work and receipt of a one-year warranty (see attached form), the performance bond shall be reduced to 20% of the estimated cost of the work. The maintenance bond shall be held for a period of one (1) year following the acceptance of the work as complete or the receipt of the warranty, whichever is later. In the event of noncompliance, the SR4BA may proceed against the surety and principal for the actual cost incurred by the SR4PBA plus interest, attorney's fees, and litigation expenses.
12. At the option of the SR4BP Program Manager, this encroachment permit may be revoked at any time whenever:
 - (1) It appears to the SR4BA Program Manager that continuing to allow the encroachment, whether because of changed conditions or otherwise, interferes with full, adequate, or safe public use of the right-of-way or watercourse involved and/or
 - (2) The permittee fails to comply with or violates any applicable county or city ordinance, Caltrans/county/city standards, safety regulations, or any condition of issuance of the permit.
20. Upon revocation of the permit, the permittee shall immediately restore the right-of-way or watercourse to a condition as required by the SR4BA Program Manager. If the restoration is not completed within the time specified, the SR4BA may take any and all necessary action as required to restore the right-of-way or watercourse. Any and all costs incurred by the SR4BA for enforcement of this section, including without limitation attorney's fees and litigation expenses, shall be at the expense of the permittee. Costs incurred by the SR4BA shall be deducted from any deposits and/or bonds posted by the permittee and, if necessary, recovered by legal action.
21. No changes may be made in the location, dimension, character, or duration of the encroachment as granted by the permit except upon written authorization of the SR4BA Program Manager or inspector.
22. The granting of the permit does not relieve the applicant of the responsibility of obtaining any other permit required by any other public or private agencies or individuals.
23. Upon completion of the work the permittee shall clean the SR4BA R/W of all rubbish, debris, trees, brush, excess materials, temporary structures, and equipment. The SR4BA R/W shall be restored to its original condition.
24. The permittee and any contractor performing the work within the jurisdictions of the City of Antioch, the City of Brentwood, or the City of Oakley or in unincorporated Contra Costa County shall have a current city and/or county business license and may also be required to secure an encroachment permit from the respective jurisdiction.

ADDITIONAL CONDITIONS

Permit No. _____

THE FOLLOWING CONDITIONS ADD TO OR MODIFY THE ENCROACHMENT PERMIT CONDITIONS, WHICH SHALL APPLY, EXCEPT AS MODIFIED BELOW:

(Will be completed based on project scope)