



CITY OF HOLLISTER

ENGINEERING DIVISION (PW) • 339 Fifth Street • Hollister, California

Phone: (831) 636-4340 • www.hollister.ca.org

ENCROACHMENT PERMIT APPLICATION

CITY USE ONLY

Payment Type: _____
Check# _____ CC
Paid Amount: _____
Receipt #: _____
Process Date: __/__/____
G/L Acct.: #101-1000-420053 \$ _____
+%Tech.: #101-4000-440058 \$ _____

CITY USE ONLY

PERMIT NO.: _____ ISSUE DATE: _____ EXPIRATION DATE: _____
TYPE OF BOND: Cash or Check
Surety Bond GC Surety Bond APPROVED BY: _____

APPLICANT INFORMATION: Complete all fields

NAME: _____ EMAIL: _____
MAILING ADDRESS: _____ PHONE: _____
_____ CELL: _____
PROJECT LOCATION: _____
PROJECT DESCRIPTION: _____
(Include duration) _____ CONSTRUCTION COST ESTIMATE: _____

CONTRACTOR INFORMATION: Complete all fields Check if Same as Above

CONTRACTOR NAME: _____ EMAIL: _____
ADDRESS: _____ PHONE: _____
_____ ONSITE CONTACT NO.: _____
CONTRACTOR LICENSE: _____ EXPIRATION DATE: _____
CITY BUSINESS LICENSE: _____ EXPIRATION DATE: _____

Description of work to be performed (Please attach sketch or drawing when applicable):

APPLICATION REQUIREMENTS:

- * Signed Application
- * One (1) Copy of Plan(s) and Traffic Control Plan(s)
- * Copy of Liability Insurance with Endorsements
- * Surety Bond

SCOPE OF REPAIRS:

UTILITIES SIDEWALK DRIVEWAY APPROACH CURB AND GUTTER STREET PAVEMENT LANDSCAPE AREA/OTHER

CITY USE ONLY

INSPECTION CLOSEOUT

I HAVE EXAMINED THE WORK COVERED BY THIS PERMIT AND FIND THAT SAID WORK IS DEEMED COMPLETE AND IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF HOLLISTER.

SIGNATURE OF INSPECTOR: _____ DATE: _____

Encroachment Permit General Conditions of Approval

NOTE: Below are general requirements for work within all public rights of way or city property. In addition to these requirements, the permittee must also comply with all the terms, conditions, rules, and procedures of the Encroachment Permit Ordinance and the Standard Specifications and Standard Details ("City of Hollister Standards") of the City of Hollister.

1. **ACCEPTANCE OF CONDITIONS.** Permittee's activity or work under this permit constitutes Permittee's acceptance of general and special conditions contained in this permit.
2. **CITY OF HOLLISTER TITLE.** This permit is effective only as to the rights of the City in the Permit Area, and Permittee shall obtain any further permission that is necessary to use the Permit Area. This permit does not address any rights in the Permit Area belonging to any other entity or person and is subject to all prior unexpired permits, agreements, easements, privileges, or other rights, whether recorded or unrecorded, in the Permit Area. Permittee shall make arrangements with holders of such prior rights. Permittee places its encroachment at its own risk.
3. **STAGING.** Any use of City rights of way utilized for storage of equipment will be properly protected, coned for traffic safety, and not stored overnight, unless prior approval is granted by the City Engineering Division. Staging of construction material shall be within private property limits.
4. **TRAFFIC CONTROL.** Permittee is responsible for implementing traffic control safety practices in accordance with the Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD). This shall include, but is not limited to, ensuring that minimum lane widths are achieved throughout the entirety of the work being performed under this permit. Permittee is required to ensure that no residents are limited in access to their properties. Flaggers are to remain at the entrance to the work area at all times to escort residents to their properties.
5. **KEEP PERMIT ON THE WORK SITE.** Permittee must maintain a copy of this permit and approved plans on the Permit Area at all times and it must be shown to any representative of City of Hollister or law enforcement officer upon demand.
6. **CLEAN UP PERMIT AREA.** Upon completion of the work under this permit or the revocation of this permit, the Permit Area shall be placed in substantially the same condition as it was immediately prior to the work. If Permittee fails to restore the Permit Area to such condition, City of Hollister may perform such work or have work performed, and Permittee agrees to reimburse City of Hollister for all costs of the work so performed. After each workday, all materials and debris shall be entirely removed.
7. **COMPLIANCE WITH LAWS.** Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area in a safe and reasonable manner and in compliance with all laws, statutes, ordinances, rules, regulations, policies, standards, orders, and edicts (collectively, "Laws") of all governmental or other regulatory entity, including, without limitation: (i) City of Hollister Design Standards, Specifications, and Plans, all applicable water quality standards adopted by City of Hollister, Regional Water Quality Control Board, State Water Resources Control Board, or other jurisdictional or properly empowered regulatory agency; (ii) all applicable labor laws; and (iii) all health and safety laws (including trench excavation and obtaining as legally required a "Permit to Excavate" issued by the Division of Occupational Safety and Health as required by the California Labor Code). Permittee's failure to adhere to this paragraph shall be a material breach of this permit.
8. **INDEMNITY.** (A). Permittee shall indemnify, defend, and hold harmless City, its officers, employees, and agents from any and all losses, costs, expenses, claims liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Permittee's authorized activities under the terms of this permit unless solely caused by the gross negligence or willful misconduct of City, its officers, employees, or agents. (B). It is expressly understood and agreed between the parties to this Permit that this is an agreement and Permit for access to and for certain events to occur or work to take place on City property. This agreement and Permit are not a construction contract or an agreement for design professional services as those terms are defined or used under title 12 of the California Civil Code (§§ 2772 et. seq.).
9. **WAIVER OF CLAIMS.** (A). Permittee waives any right to assert any claim or action against City related to condition of site of the work or its use by Permittee or the public. (B). As an express and material term of City's issuance of this Permit, Permittee agrees to defend, at its sole expense, the indemnitees from and against any and all claims arising out of or related to the Permit. Permittee's duty to defend shall apply immediately upon demand from the indemnitees for any injury or death to persons or damage to property occasioned by reason of or arising out of the acts or omissions of the City, its officers, employees and/or agents and the acts or omissions of Permittee, Permittee's agents, employees, contractors and subcontractors, and/or any other person or entity performing work authorized by this Permit. (C). In the event of any controversy, claim, or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs. (D). The City Engineer or their designee may, either at the time of the issuance of this Permit or at any time thereafter until the completion of the work, prescribe such additional conditions as they may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.
10. **NO HAZARDOUS SUBSTANCES.** Permittee shall not use, store, transport, or place any hazardous substances (including hazardous waste and hazardous materials) on the Permit Area or adjacent to Permit Area. If any spills or discharge of hazardous substances are used or produced during the permitted activity, then Permittee must: (i) notify City of Hollister and the proper satisfaction of City of Hollister and any regulatory agency; and (iii) bear any and all costs associated with the remedial activities. City of Hollister has the absolute right to immediately suspend any operation that does not adhere to these requirements or is found to be in violation of any Local, State, or Federal Environmental Regulations, until the problem is adequately or completely resolved.
11. **INSURANCE.** At any time, at the sole discretion of City of Hollister, Permittee may be required to obtain insurance (including general liability insurance) with a reasonable policy limit as determined by City of Hollister, naming Permittee as the insured and City of Hollister (including its directors, officers, agents, employees and contractors) as an additional insured to cover Permittee's activities and/or the encroachments placed in the Permit Area. Permittee's failure to obtain such insurance is a material breach of this permit.
12. **CHANGED CONDITIONS.** If conditions change or new facts are discovered concerning the effects of the activities and uses authorized under this permit, or for other good cause, City of Hollister may modify this permit in order to protect life and property.
13. **REPAIR DAMAGE TO PERMIT AREA.** Any damage caused to the Permit Area, including (without limitation) damage to structures, vegetation, fencing, road surfacing, and pipelines due to the use or activities carried out under this permit shall be repaired at the cost of Permittee and to the satisfaction of City of Hollister. Should Permittee neglect to make repairs promptly, City of Hollister may make repairs or have repairs made, and Permittee agrees to reimburse City of Hollister for all costs of such repairs. Each separate day on which a violation of this section shall exist shall be a separate misdemeanor and shall be punishable as set forth in Hollister Municipal Code section 1.16.010. City of Hollister may require a security deposit in advance from Permittee to secure the performance of this paragraph. Unexpended portions of any deposit shall be refunded to Permittee within 30 business days of the expiration of this permit. The posting of such a security deposit shall not relieve the Permittee from any liability under this permit which exceeds the value of the deposit required.

14. **COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT ("ADA").** All work shall be conducted in compliance with all applicable Federal, State, and Local Access Laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), the Public Rights-of-Way Guidelines ("PROWG"), Caltrans Design Information Bulletin 82-05, "Pedestrian Accessibility Guidelines for Highway Projects".
15. **NOTIFICATION PROCEDURES.** Permittee shall notify all affected residents and businesses of the planned disturbances at least 72 hours in advance. This shall include a letter, in English and Spanish, detailing the extent of the planned disturbances. At a minimum the letter shall include a description of the work to be done, how it will affect vehicular and pedestrian traffic, the dates and times that the disturbances will cause impacts, and contact information for the Permittee. Permittee is also required to post appropriate signage notifying the public of the upcoming impacts to parking. "No Parking" signage shall be posted at least 72 hours in advance, and clearly detail the dates and times that parking will be impacted. Permittee is required to notify San Benito County 911 Dispatch Communications (Non-Emergency number) at least 72 hours in advance for any and all planned road closures. The Non-Emergency Dispatch can be reached at (831) 636-4100 or (831) 636-4080.
16. **INSPECTIONS.** Permittee shall schedule all required inspections pertaining to construction activities covered under this permit with the City Public Works Inspector (Inspector) at least 48 hours in advance. At a minimum, Permittee shall schedule a Pre-Construction walk with the City Inspector, and a Final Inspection. Additional required inspections will be determined by the City Inspector. Failure to do so may result in rejection of the work/improvements made within City right of way. To schedule an inspection, please contact Will Allen at (831) 235-7394.

WHEN APPLICABLE, SPECIAL CONDITIONS OF APPROVAL SHALL BE PROVIDED PRIOR TO PERMIT ISSUANCE.

TYPICAL CITY STANDARDS

1. ALL WORK MUST BE TO CITY OF HOLLISTER STANDARD SPECIFICATIONS AND DETAILS.
2. WORK MUST BE INSPECTED BY THE CITY OF HOLLISTER PRIOR TO BACKFILL.
3. ALL TRENCH BACKFILL TO BE CLEAN SAND BACKFILL.
4. SINGLE OR TWO SACK SAND SLURRY MAY BE SUBSTITUTED FOR 95% COMPACTED FILL OR A.B.
5. TRENCH COMPACTION SHALL BE PER STANDARD PLAN E-3-1 & E-3-2.
6. ASPHALT OR CONCRETE ROAD SURFACE MUST BE SAW CUT.
7. PAVEMENT RESTORATION SHALL MATCH EXISTING AC SECTION OR 2.5" MINIMUM. AGGREGATE BASE TO BE REPLACE TO THE THICKNESS OF EXISTING BASE OR 8" MINIMUM AB COMPACTED TO 95% RELATIVE COMPACTION.
8. APPLICANT IS RESPONSIBLE TO SCHEDULE ALL INSPECTIONS WITH MINIMUM OF 48 HOUR NOTICE.
9. AC RESURFACING WITHIN PROJECT LIMITS SHALL BE COATED WITH TYPE II SLURRY SEAL IF LESS THAN 5 PATCHES ON EXISTING STREET. FIVE OR MORE PATCHES REQUIRES RE-PAVING THE ENTIRE STREET WITHIN THE PROJECT LIMIT.
10. FOR A COMPLETE LIST OF STANDARDS PLEASE VISIT: <https://hollister.ca.gov/government/city-departments/engineering/engineering-standards/>

ACKNOWLEDGEMENT & SIGNATURE

PLEASE READ ALL REQUIREMENTS CAREFULLY. KEEP PERMIT AT THE WORK SITE.

TO ARRANGE FOR INSPECTION,

CALL (831) 235-7394 AT LEAST 48 HOURS PRIOR TO START OF WORK. FINAL INSPECTION REQUEST SHALL BE MADE WITHIN 3 DAYS AFTER THE WORK IS COMPLETED FOR PERMIT CLOSE OUT.

APPLICANT/PERMITTEE AGREES TO PERFORM ALL WORK IN ACCORDANCE WITH CITY OF HOLLISTER STANDARDS AND SPECIAL REMARKS INCLUDED ON THIS ENCROACHMENT PERMIT. APPLICANT/PERMITTEE HEREBY AGREES TO COMPLY WITH THE CONDITIONS OF APPROVAL ABOVE, AND SPECIAL REMARKS OUTLINED IN THIS ENCROACHMENT PERMIT AND ALL CITY OF HOLLISTER ORDINANCES, RESOLUTIONS, AND STANDARDS AND SPECIFICATIONS. EXECUTION BELOW SHALL CONFIRM THAT APPLICANT/PERMITTEE HAS RECEIVED AND REVIEWED THE CONDITIONS OF APPROVAL, UNDERSTANDS THE SAME AND AGREES TO BE BOUND THEREBY.

APPLICANT AGREES TO PROPERLY MAINTAIN SAID ENCROACHMENT AT NO EXPENSE TO THE CITY AND TO INDEMNIFY THE CITY FROM ANY LIABILITY ARISING OUT OF OR CAUSED BY SAID ENCROACHMENT.

CALL 811 OR 1-800-227-2600 TWO (2) WORKING DAYS BEFORE DIGGING. CGC 4216

APPLICANT/CONTRACTOR NAME

SIGNATURE

DATE

REMIT TO: CITY OF HOLLISTER 339 FIFTH ST. HOLLISTER, CA
95023 EMAIL TO: ENGINEERING@HOLLISTER.CA.GOV

***PLEASE REFERENCE: "ENCROACHMENT PERMIT" AND THE LOCATION & DATE OF WORK ***