

## **CITY OF FOSTER CITY**

### **ENCROACHMENT PERMIT APPLICATION PROCEDURES**

An Encroachment Permit is required for all construction work within City right-of-way. Please contact the Public Works Engineering at 650-286-3270 if you are unsure a permit is required for your project. The encroachment permit application can be obtained from the Public Works Engineering, located at 610 Foster City Boulevard, Foster City, CA 94404.

#### Temporary Placement of Debris Box/Container/Pod or Traffic Controls

- An encroachment permit is not required if the debris box is placed on private property, i.e. driveway.
- Complete the encroachment permit application. A non-refundable processing fee of \$35.70 is required.
- Include a sketch showing the debris box location in the City's right-of-way. Provide dimensions of the debris box.
- Provide insurance certificate.
- Performance bond is not required.
- Permit approval takes approximately 5 to 20 working days.

#### Improvement Constructions – Sidewalk/Driveway/Lagoon Bulkhead Wall

- Complete the encroachment permit application. Permission to perform the proposed work is required from the property owner if applicant is not the property owner. The property owner's signature on the application is an acceptable form of permission.
- A non-refundable processing fee of \$71.20 is required.
- If a Contractor is hired to perform the work, insurance - minimum of \$1 million limit – is required, meeting requirements on the City approved Insurance Form. An Insurance Certificate and Performance Bond must be submitted with the permit application. The contractor's insurance company can submit the Insurance Certificate. The contractor's bonding company can complete the performance bond forms. Insurance coverage and limits subject to review and revision based on the work performed.
- A check in the amount of \$5,000 may be accepted in lieu of a performance bond if the work cost is less than \$5,000.
- An inspection deposit in the amount of 3% of the project cost or a \$500.00 minimum is required. The cost of inspection services performed by the staff shall be reimbursed from the deposit account. The remainder will be refunded when the project is complete. For utility companies (PG&E, AT&T) total charge is logged and billed quarterly.
- Include a scale drawing of the project. Depending on the project, a registered engineer's stamp may be required.
- A traffic control plan is required if proposed work is on City street, sidewalk, or public right-of-way.
- Depending on the complexity of the project, the permit approval can take approximately 5 to 20 working days.



**City of Foster City**  
 Estero Municipal Improvement District  
**Encroachment Permit**

*Required for all activities in the public right of way or public easements (F.C.M.C. Chapter 12.40)*

Department of Public Works  
 610 Foster City Boulevard  
 Foster City, CA 94404  
 650-286-3270

Permit No. \_\_\_\_\_  
 Deposit Code \_\_\_\_\_  
 Project address/ location \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Application:** *Please print clearly and fill in all that apply*

Applicant:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone no.: \_\_\_\_\_ Email: \_\_\_\_\_

License Class/no. \_\_\_\_\_ FC Business License No.: \_\_\_\_\_

Scope of work: \_\_\_\_\_  
 \_\_\_\_\_

- Utility Company (PG&E, AT&T)
- Property owner
- Tenant
- Contractor

Property owner approval required (if applicant is tenant or contractor):  
 Print name/Sign/Date \_\_\_\_\_

Activity/project:

Encroachment purpose:

- Temporary placement: debris box, moving pod, Traffic Control
- Improvement construction: driveway, sidewalk, water or sewer
- Banner installation

Estimated cost (public portion) \$ \_\_\_\_\_

Intended start date \_\_\_\_\_ Duration \_\_\_\_\_ (60 Days maximum)

**I attest that:**

- 1. The information above is true and complete, to the best of my knowledge;**
- 2. I have read, understand, and agree to abide by Foster City Municipal Code 12.40;**
- 3. To the fullest extent allowed by law, I agree to indemnify and defend the City of Foster City and Estero Municipal Improvement District (City/District), its directors, officers, agents, employees and volunteers and hold them harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of the activities described in this application;**
- 4. I understand that my defense and indemnity obligations are undertaken in addition to, and shall not in any way limit, the insurance obligations required for issuance of an Encroachment Permit;**
- 5. I agree to waive all rights of subrogation against the City/District, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from the activities described in this application;**
- 6. I agree to include in any agreement to which I am a party regarding the activities described in this application, that any contractor or subcontractor be bound by the same duties, responsibilities and waivers I am bound by**

through this application and associated documents;  
7. I agree to the standard conditions and any added special conditions of this permit, and will notify the City/District in a timely manner to make all required inspections.

Print name \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

*Submit application, fees, bond, insurance, and 3 copies of scaled drawings showing proposed work/activity.*

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**(FOR CITY/DISTRICT USE ONLY)**

**Approval:**

Fee amount:

- \$71.20 non-refundable fee (contractors)
- \$71.20 plus cost (utility companies)
- \$35.70 non-refundable (debris box)

Deposit (contractors):

- 3% of estimated costs or \$500 minimum

Banner installation:

- \$143.10 non-refundable fee and \$750 deposit

Insurance:

- Commercial general liability
- Auto liability
- Workers' compensation
- Employer's liability

Bond:

- Performance bond \$ \_\_\_\_\_

Check # \_\_\_\_\_

How paid:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Application reviewed/approved by:

Encroachment permit approved by:

\_\_\_\_\_

\_\_\_\_\_

Senior Civil Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_

**This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:**

Named Insured: \_\_\_\_\_ Effective Work Dates(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** **City of Foster City/Estero Municipal Improvement District**, its elected or appointed officers, officials, employees and volunteers should be included as additional insureds  
 610 Foster City Boulevard, Foster City, CA 94404  
 Attention: Public Works Engineering

<b>Endorsement and Certificates of Insurance Required</b>	<b>Insurer</b>	<b>Policy No.</b>
The Additional Insured, its elected or appointed officers officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from (Check all that apply)		
<input type="checkbox"/> <b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> <b>Auto Liability:</b> the ownership, operation maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>	<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/> <b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and non-contributory. Coverage under the above policies is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit brought except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by certified mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITY/District, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY/District.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATION OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
 SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE ISSUE: \_\_\_\_\_

**PERFORMANCE BOND**

Whereas, the City Engineer of Foster City pursuant to Chapter 12.40 of the Foster City Municipal Code on behalf of the City of Foster City, State of California, and \_\_\_\_\_, herein designated as "principal" have entered into an agreement whereby principal has been granted an encroachment permit to perform certain work and/or complete and install certain improvements as described in said agreement which agreement dated \_\_\_\_\_, 20\_\_ is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement and Chapter 12.40 of the Foster City Code to furnish a bond for the faithful performance of said agreement;

Now therefore, we, the principal and \_\_\_\_\_ as surety, are held and firmly bound unto the City of Foster City and Estero Municipal Improvement District hereinafter called "City/District" in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the above-bounded principal, his or its heirs, executors, administrators, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Foster City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City/District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by principal and surety above named, on \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
Attorney-In-Fact