



City of Foster City/Estero Municipal Improvement District

Encroachment Permit Procedures

What is an Encroachment Permit?

An Encroachment Permit is a permit issued by the Foster City Public Works Engineering Department that gives permission from the City for an individual, utility company, or contractor to work within the public right-of-way. An Encroachment Permit is required for all work within the City/public right-of-way (*Municipal Code Chapter 12.40*). Please contact Public Works Engineering at 650-286-3270 if you are unsure a permit is required for your project. There are three categories of Encroachment Permits in Foster City: Temporary Placement, Improvement Construction, and Banner.

When is an Encroachment Permit needed?

Work that requires an Encroachment Permit can include (but is not limited to) the following:

- Trenching work
- Concrete work/sidewalk repair
- Curb drain installation
- Utility connections (water, sewer, storm, etc.)
- Fire sprinkler water line upgrade
- Traffic control (street or sidewalk)
- Bulkhead modifications
- Storage of a container in the street
- Any work performed without a permit will be subject to a double fee

Types of Encroachment Permits

Depending on the job, you should use one of the following types of permits:

Temporary Placement Permits

Issued for the placement of a storage container/POD or debris box in the public right-of-way.

Improvement Construction Permits

Issued for work involving any construction in or affecting the public right-of-way, including traffic control.

Utility Work (non-city owned)

Issued for third-party utility companies (electric, gas, cable, fiber)

Banner Permits

Issued for the installation of banners on City-owned street poles. See banner guidelines for additional requirements at fostercity.org/forms.

Temporary Placement Requirements

- An Encroachment Permit is not required if the box or container is stored on private property, i.e. driveway. If this method is used, please contact the Foster City Community Development Department at 650-286-3232.
- Complete the Encroachment Permit application.
- A non-refundable permit fee of \$66.60 is required.
 - Fees are per the current fiscal year Master Fee Schedule and are subject to change each fiscal year
- Sketch drawing of the debris box/storage container's location in the City's right-of-way. Provide dimensions of the container/box. Show proximity to street corners and include fire hydrants, if applicable.
- Insurance certificate (homeowner's or renter's insurance).
- Performance bond and deposit are not required.
- Permit approval takes approximately 5 to 30 working days.

Improvement Construction Requirements

- Complete the Encroachment Permit application
 - Permission to perform the proposed work is required from the property owner if the applicant is not the property owner. The property owner's signature on the application is an acceptable form of permission.
- Fees/deposit:
 - Non-refundable permit fee of \$205.20.
 - Deposit in the amount of 5% of the project cost in the public right-of-way OR a \$1,000 minimum. The cost associated with staff time, third party review, and admin fees, for inspection or other services by the City shall be reimbursed from the deposit. The remainder of the deposit will be refunded when the project has been completed to the satisfaction of the City.
 - Fees are per the current fiscal year Master Fee Schedule and are subject to change each fiscal year.



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- Bond requirements:
 - Prior to the issuance of an Encroachment Permit, permittee shall provide the City with a performance or surety bond naming Foster City as obligee in the amount equal to one hundred percent (100%) of the cost of the work to be performed by or on behalf of the permittee within the public right-of-way to guarantee and assure the faithful performance of permittee. The performance or surety bond must be the original copy. The contractor's insurance company can complete the performance or surety bond forms. Insurance coverage and limits are subject to review and revision based on the work performed.
 - A check in the amount of \$5,000 may be accepted as cash-in-lieu of a performance or surety bond if the work cost is less than \$5,000.
- Insurance:
 - If a contractor is hired to perform the work, insurance (minimum of \$1 million) is required (see attached City-approved insurance form). An Insurance Certificate must be submitted with the permit application.
- Contractor information:
 - Applicant must provide the name, phone number, license type, and license number of the contractor and provide the license type(s) and license number(s) of sub-contractor(s).
 - Contractors are required to have a current Class "A" – General Engineering Contractors License in order to perform work in the public right-of-way. The following licenses are acceptable for the described scope(s) of work. Any other class licenses will require approval from the City Engineer before a permit may be issued.
 - C-8 – Concrete Contractor: may perform work on curbs, gutters, sidewalks, and/or driveway approaches.
 - C-12 – Earthwork and Paving contractor: may perform grading and/or paving work.
 - C-31 – Construction Zone Traffic Control Contractor: may perform traffic control work.
 - C-34 – Pipeline Contractor: may perform water and gas line work including trenching,

boring, shoring, backfilling, compacting, and surfacing in the public right-of-way.

- C-36 – Plumbing Contractor: may perform work on storm, water, gas, and sewer lines.
- Include a scale drawing of the project. Depending on the scope, a registered engineer's stamp may be required.
- A traffic control plan is required if proposed work is in any area traveled by vehicles, bicycles, or pedestrians.
- Depending on the complexity of the project, the permit approval process can take approximately 5 to 20 working days.

How to Apply

Applications can be mailed in to or dropped off at City Hall (610 Foster City Blvd, Foster City, CA 94404). Permits may also be sent to the Public Works general email at publicworks@fostercity.org. Please contact Public Works Engineering at 650-286-3270 for any further assistance with application submittal.



Public Works Engineering
City Hall
610 Foster City Blvd
Foster City, CA 94404
650-286-3270
fostercity.org

ENCROACHMENT PERMIT APPLICATION

Required for all activities in the public right of way or public easements (Foster City Municipal Code, Chapter 12.40)

City of Foster City/Estero Municipal Improvement District

Public Works Engineering
610 Foster City Boulevard
Foster City, CA 94404
P: (650) 286-3270



City Use Only

Permit No. : _____

Location : _____

Please print clearly and fill in all that apply

Permit Type:

Improvement: sidewalk/driveway; water or sewer; drainage/curb drain; boring; traffic control

Utility Work (non-city owned); electric, gas, cable, fiber

Banner Installation

Temporary Placement: debris box/trailer, moving pod,

Other: _____

Project Address: _____

Contractor or Engineer: _____

Property Owner: _____

Company Name: _____

Owner Address: _____

Company Address: _____

City, State, Zip: _____

City, State, Zip: _____

Phone Number: _____

Phone Number: _____

E-mail Address: _____

E-mail Address: _____

Property Owner Signature: _____

Contractor License #: _____ **Class:** _____

(required if applicant is tenant or contractor)

Foster City Business License #: _____

Sub-contractor(s) License #(s): _____ **Class(es):** _____

Project Information (clearly describe the nature of work to take place under this permit):

Valuation of work in public right-of-way: _____

Are plans for these improvements associated with another permit? Yes No

If yes, refer to plans (Permit #, Plan Title, etc): _____

Intended Start Date: _____ **Duration/end date:** _____

A complete application must include the following: (please attach the items listed and check all that apply)

Signed Application

Bond/Check

Permit Fees

Certificates of Insurance (with Endorsements)

Deposit

Drawings showing proposed work/activity with Traffic Control

Applicant Information:

Property Owner Tenant Contractor Utility Company

Applicant Name: _____ Phone Number: _____

Company: _____ Email Address: _____

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 lost, liability, expense, claims, costs, suits, and damages, including attorney's fees, arising out of the activities described in this applications;
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 describe 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: _____

City/District Use Only

	Payment Type:
Fees (non-refundable): <i>Master Fee Schedule effective July 1, 2024</i>	\$205.20 (Improvement)
	\$205.20 (Banner)
	\$66.60 (Debris Box/POD)
	\$410.40 + Charges (Utility Companies)
Deposit:	5% estimated cost in public ROW or \$1,000 minimum
	\$750 (Banner)

(Deposits cover staff time, third party review, and Admin fees, for inspections and other reimbursable expenses)

Bond: Performance Bond \$ _____ # _____ or Check # _____

Insurance: Commercial General Liability Auto Liability Worker's Compensation Employer's Liability

Insurance (for temporary placement): Homeowners Renters

Refund of deposit and bond will be returned to applicant unless otherwise noted:

Application Approved/Reviewed by:

Encroachment Permit Approved by:

Senior Engineering Technician

City Engineer/Designee

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

Endorsement and Certificates of Insurance Required	Insurer	Policy No.
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"/> General Liability: (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"/> Auto Liability: 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.		
Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: 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.		
Professional Liability:		

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: _____

Encroachment Permit No. _____

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.

Encroachment Permit No. _____

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