



Encroachment Permit Checklist

In order to obtain an Encroachment Permit from the City of Pleasant Hill Engineering Division, the following requirements must be met:

1. Residents and General Contractors:

- Complete, sign, and submit the Encroachment Permit application to EngineeringPermits@PleasantHillCA.org
- Provide proper Insurance Documents (see Requirements on reverse side).
- Provide a plan or sketch detailing: Right of Way, work location or area of interest, and public improvements to be built or modified (roads, sidewalks, curb & gutters, etc.). Refer to applicable City Standards.
- Provide site-specific Traffic / Pedestrian Control Plans (Caltrans or California MUTCD compliant). In some cases, typical traffic details may suffice.
- For Sewer related work, provide a copy of Central Contra Costa Sanitary District's permit showing their Permit Number.
- Provide Contractor's and subcontractor's City Business License number.
- Pay Encroachment Permit fees.
- Provide cash deposit or bond if applicable.

2. Utilities and Their Contractors:

- Complete, sign, and submit the Encroachment Permit application to EngineeringPermits@PleasantHillCA.org
- Contractors and sub-contractors are to provide proper Insurance Documents (see Requirements on reverse side).
- Provide a plan detailing: Right of Way, work location or area of interest * and utility facilities and public improvements (roads, sidewalks, curb & gutters, etc.) to be built or modified. Refer to applicable City Standards.
- Provide site-specific Traffic / Pedestrian Control Plans (Caltrans or California MUTCD compliant).
- Ensure all contractors and sub-contractors have a City Business License.
- Pay Encroachment Permit fees and cash deposit or bond if applicable.

* If the Utility and contractor are only identifying the area of interest on their plan (i.e. gas leak), then submit an as-built/final plan afterward which details the final work location.



INSURANCE DOCUMENT REQUIREMENTS

Contractor at its own cost and expense shall procure and maintain, for the duration of the contract, the following insurance policies:

- A. Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California.
- B. Commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury, and property damage.
- C. Automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this permit, including coverage for owned, hired, and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- D. The City of Pleasant Hill shall be named as Certificate Holder on the Certificate of Insurance and endorsed as an additional insured.
- E. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed to contain the following specific language:
 - 1) The City, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations.
 - 2) This policy shall be considered primary insurance as respects the City, its officers, officials, employees, and volunteers



100 Gregory Lane
 Pleasant Hill, CA 94523
 Inspections: 925-671-5232
 General Phone: 925-671-5264
 Engineeringpermits@pleasanthillca.org

ENCROACHMENT PERMIT APPLICATION

City Hall Hours: Monday to Wednesday 8:30 AM – 5:00 PM
 Thursdays 8:30 AM – 6:00 PM
 Fridays 8:30 AM – 1:00 PM

PERMIT NO. _____

(PLEASE PRINT LEGIBLY)

TO BE COMPLETED BY APPLICANT	LOCATION	Location of Work: _____ Description of Work: _____ _____ Estimated Start Date: _____ Estimated Completion Date: _____ Project Related To: <input type="checkbox"/> Development # _____ <input type="checkbox"/> Building Permit # _____ <input type="checkbox"/> Other _____ Attached Plan: <input type="checkbox"/> Site Plan <input type="checkbox"/> Traffic Control Plan <input type="checkbox"/> Other _____ *Is proposed work located within a street where a street cut moratorium is in effect? <input type="checkbox"/> Yes <input type="checkbox"/> No Scope of Work: <input type="checkbox"/> Sidewalk <input type="checkbox"/> Driveway <input type="checkbox"/> Curb & Gutter <input type="checkbox"/> Pavement <input type="checkbox"/> Sewer <input type="checkbox"/> Utility <input type="checkbox"/> Other
	APPLICANT <i>(Signature required)</i>	Applicant Name & Address: <input type="checkbox"/> Owner <input type="checkbox"/> Contractor <input type="checkbox"/> Agent _____ Phone: _____ _____ Email: _____ Contractor Name & Address: <i>(if different from Applicant)</i> _____ Phone: _____ _____ Email: _____ Contractor State License #: _____ City Business License #: _____ <i>I have read, understand, and agree to comply with the Encroachment Permit rules and regulations as stated on the reverse side of this permit. I further agree to comply with the City of Pleasant Hill's Standard Plans, Standard Specifications, City ordinances, and any conditions attached to this permit.</i> Applicant's Signature: _____ Applicant's Name (Print): _____ Date: _____
FOR CITY USE	FEES	Permit Fee: \$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> To be Billed Inspection Fee: \$ _____ <input type="checkbox"/> Credit Card/Debit Card (Utility Permit Only) Surety Bond: \$ _____ <input type="checkbox"/> Check # _____ Cash Bond: \$ _____ <input type="checkbox"/> City Receipt # _____ <input type="checkbox"/> No Fee Accela Fee (7%): \$ _____ <input type="checkbox"/> Security Deposit # _____ Total: \$ _____ Copy of Payment / City Receipt Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No Refund of security deposit will be mailed to the "Applicant" above, unless otherwise noted: _____
	COMPLIANCE	Check all that apply: <input type="checkbox"/> Site Plans Verified <input type="checkbox"/> Traffic Control Plans Approved <input type="checkbox"/> Other Agency Permit Attached <input type="checkbox"/> Contractor License Verified <input type="checkbox"/> Contractor Business License Verified <input type="checkbox"/> Insurance Certificates and Endorsements Verified <input type="checkbox"/> Insurance Certificates and Endorsements on File <input type="checkbox"/> Fees Collected (<input type="checkbox"/> Security Bond <input type="checkbox"/> Security Bond on File <input type="checkbox"/> Surety Bond) Special Conditions: _____ _____ _____
	APPROVAL	<input type="checkbox"/> Permit Approved BY: _____ Date Issued: _____ Expires: _____ Name of Approver: _____ Permission is granted to perform work in accordance with the City of Pleasant Hill ordinances, Pleasant Hill Public Works Standards, Contra Costa County Standard Plans, Caltrans Standard Plans and Specifications, Encroachment Permit Rules and regulations as noted on the reverse side, and attached Construction General Conditions.
	FINAL INSPECTION	Date Inspected: _____ BY: _____ Name of Inspector: _____

ENCROACHMENT PERMIT RULES AND REGULATIONS

1. **Authority:** This Encroachment Permit is issued in accordance with Title 11 of the City of Pleasant Hill Municipal Code, Chapter 11.05, Encroachments (incorporated herein by reference).
2. **Effective Date:** This permit shall become effective when issued by the City Engineer or his/her authorized Representative. A copy shall be furnished to Permittee. If the work or use authorized under this permit is not begun within ninety (90) days of such date, then the permit shall become void.
3. **Acceptance of Provisions:** 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.
4. **Indemnification/Hold Harmless:** The permittee agrees to save, indemnify and hold harmless the City of Pleasant Hill or its representatives from all liabilities imposed by law by reason of injury or death of any person or persons or damage to property which may arise out of work covered by this permit and does agree to defend the City in any claim to action asserting such liability.
5. **Liability Insurance:** Permittee shall provide and keep a current certificate of Commercial General Liability, Automobile General Liability, Worker's Compensation Insurance, and Employer's Liability Insurance for the entire duration of the project which names the City of Pleasant Hill and its elected officials, officers, employees, agents, and volunteers as additional insured. Insurance shall be primary and non-contributory. Limits of insurance coverage can be found on the City website at the following address: <https://www.ci.pleasant-hill.ca.us/368/Encroachment-Permits>.
6. **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 requesting a permit from the City. If this provision is not complied with, this permit shall be void.
7. **Notice Prior to Starting Work:** Prior to commencing work authorized by this permit, applicant shall provide at least one (1) working day notice to City of Pleasant Hill Engineering Inspection Division at 925-671-5232 for initial inspection. When work has been interrupted for more than two (2) working days, an additional 24-hour notification is required before restarting.
8. **Notification of Property Owners:** If required by the City Engineer or designee, the Applicant shall notify abutting property owners prior to starting any work pursuant to this permit.
9. **Hours of Work:** The hours of work within the public right of way shall be limited to the hours of **8:30 am to 4:00 pm** Monday-Friday, or as approved by the Director of Public Works and Community Development. Hours of work are restricted to **9:00 am to 3:00 pm** Monday-Friday on Contra Costa Blvd, Monument Blvd., Oak Park Blvd., and Taylor Blvd. No weekend or night time work is permitted unless specifically authorized by the City Engineer.
10. **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. **WORK MAY BE SUSPENDED IF PERMIT IS NOT AT THE JOB SITE.**
11. **Traffic Control:** At the City's request, site specific traffic control plans shall be submitted for City approval. All warning safety devices and use of flaggers shall conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD).
12. **Standards of Construction:** All work performed within the street shall conform to recognized standards of construction, including appropriate standards from the City of Pleasant Hill, Contra Costa County, Caltrans, and California Building Code (Title 24 for ADA compliance).
13. **County Health Orders Compliance:** Applicant shall comply with any applicable Health Orders from the Contra Costa County Health Services.
14. **Inspection and Approval by the City:** All work shall be subject to monitoring inspection and approval by the City Engineer. **WORK DONE WITHOUT INSPECTION MAY HAVE TO BE REMOVED AND BE RECONSTRUCTED AT PERMITTEE'S SOLE COST AND EXPENSE.** The Permittee shall request a final inspection and acceptance of the work. Permittee shall not accept and release his Contractor for the work authorized or required by this permit before securing the approval of the City.
15. **Underground Service Alert (USA):** Applicant shall notify Underground Service Alert at least two (2) working days prior to any excavation related work.
16. **Construction and Repair:** Applicant shall properly construct, maintain and repair any encroachment authorized herein, and shall exercise responsible care in inspecting and immediately repairing any damage to the public right-of-way and underlying utilities which occurs as a result of existence of said encroachment or as the result of any work done pursuant to this permit. Failure to use proper backfill materials, proper compaction, or inspection prior to placement will result in increased inspection fees and liability for re-work.
17. **Failure to Restore Street Surface:** 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. When any opening, cut, or other modification is made by Applicant in any City street or other public right-of-way, Applicant must promptly refill the opening, restore the pavement in accordance with City Standard Plans, and remove all U.S.A. markings. If the Applicant fails to perform that work in a timely manner or in accordance with City specifications, the City may refill, repave, or remove U.S.A. markings. The cost to City for performing that work, whether by contract or by City forces, including the costs of inspection and supervision, shall be deducted from any Performance Deposit and the balance paid by the Applicant within 30 days of receipt of an invoice for that work.
18. **Stormwater Pollution Prevention Program:** The 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 is prohibited. Storm drain protection measures shall be in place prior to start of work.
19. **Storage of Material:** Stockpiling of material is not allowed in the street or sidewalk area unless specifically approved by the City.
20. **Clean Up Right-of-Way:** Upon completion of work, all brush, timber, scraps, and other material/debris shall be entirely removed and the right-of-way left in a condition satisfactory to the City Engineer or designee.
21. **As-Built Records:** Permittee shall provide City with As-Built Drawings within fifteen (15) days after the work completion and before refundable deposit is released.
22. **Maintenance and Repair:** Applicant shall promptly make any and all repairs to public right-of-way if required by the City Engineer or designee. The Applicant is responsible for the materials and workmanship of this encroachment for a period of one (1) year after acceptance by the City.