



CUPERTINO

**PUBLIC WORKS DEPARTMENT**

10300 TORRE AVENUE • CUPERTINO, CA 95014-3255

TELEPHONE: (408)777-3354 • FAX: (408)777-3333

**ENCROACHMENT PERMIT APPLICATION**

Permit # \_\_\_\_\_ R1 R2 R3 R4

**INSTRUCTIONS:** Complete the front page only.

Submit the application and the following supporting documents to [encroachmentpermits@cupertino.gov](mailto:encroachmentpermits@cupertino.gov)

- 1) Written Description of Work
- 2) Engineer's Cost Estimate
- 3) Detailed Traffic Control Plan including plan of existing pavement delineation (traffic stripes, pavement markings, and pavement markers) and signs
- 4) Project Plans and Specifications
- 5) Contractors Insurance Certificate (Insurance requirements listed on reverse)

Location of Work \_\_\_\_\_ Building Permit # \_\_\_\_\_  
(If Applicable)

**TYPE OF WORK:** check all that apply

- Sidewalk     Driveway Approach     Curb & Gutter     Street Light     Curb Ramp
- Paving     Utility Trench     Monitoring Well     Fiber Cable
- Other: \_\_\_\_\_

**PERMITTEE:**

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Start Date: \_\_\_\_\_

# of Working days: \_\_\_\_\_

**CONTRACTOR:**

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

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

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

24 hr. Contact Name: \_\_\_\_\_

24 hr. Email: \_\_\_\_\_

24 hr. Phone Number: \_\_\_\_\_

Contractor's Lic. No.: \_\_\_\_\_

City Business Lic. No.: \_\_\_\_\_

Certificate of Insurance Expiration Date: \_\_\_\_\_

Permittee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<p><b>(CITY USE ONLY)</b></p> <p>Permit Fee \$ _____ Bond \$ _____</p> <p>Receipt #: _____ R1 Receipt #: _____ R2 Receipt #: _____ R3 Receipt #: _____ R4 Receipt #: _____</p> <p>Bond Retention Schedule: _____</p> <p>Approved By: _____ Date: _____</p>	<p><b>EXPIRATION:</b> _____</p> <p>Type of Bond: <input type="checkbox"/> Cash <input type="checkbox"/> Paper <input type="checkbox"/> Certificate of Deposit</p>
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**SPECIAL CONDITIONS:**

- Work hours limited to Monday – Friday:  7:00 a.m.  8:00 a.m. to  4:30 p.m.  6:00 p.m.
- Work hours in pavement limited to:  8:00 a.m.  9:00 a.m. to  3:30 p.m.  4:30 p.m.
- Any violation of working hours shall result in “STOP WORK” notice
- Two lanes of traffic to be maintained at all times
- Permanent paving must be installed **WITHIN 5 WORKING DAYS** after completion, Traffic markings and bike lane markings to be replaced within 5 days of pavement restoration.
- Pavement delineation or signs damaged during construction shall be replaced in kind
- Pavement section shall match existing
- Street Cut Moratorium Applies (CMC 14.08.040)
- Slurry Seal Required  Half Width  Full Width  & 1/4" or more thick
- All trenching shall be backfilled to a minimum of 95% relative compaction
- Trench plates in the travel way shall be traffic rated, properly secured and shall be recessed upon request. See counter-sink steel plate requirements attached.
- If trench is 3’ of less from Lip of Gutter, contractor shall repave to Lip of Gutter.
- Jobsite shall be properly posted 48 hours in advance. Parking may not be restricted on Saturday or Sunday. **No-Parking signs may not be posted more than 5 days before the start of work, may not refer to towing away, must be removed after the project is completed, and must not cover a period of more than 3 weeks. No-Parking signs must include the project's permit number, construction dates, project description, and contact information for the responsible party.**
- BMP Sheet Attached
- Potholes and bore pits shall be filled to grade with cutback at end of each work day. **"Top hat" plates may not be used on public streets.**
- Other:

**GENERAL CONDITIONS:**

- 1) **The Public Works Inspector of the City of Cupertino, (408) 205-6326 or (408) 777-3354**, shall be notified at least 48 hours prior to beginning work in the public Right-of-Way or requesting inspection of work. After the work is completed, notify the Public Works Inspector to schedule a final inspection.
- 2) A copy of this permit must be kept on the job site.
- 3) The applicant shall notify County Communications, (408) 299-2501, at least 24 hours prior to any work in the traveled way section of a street.
- 4) Permittee shall employ construction best management practices which will prevent pollutants such as mud, silt, chemical residue, and washings from concrete saw-cutting from entering storm drains. Any spills or discharges that could potentially or actually enter a storm drain or receiving water, must be immediately reported to the City (408-777-3354). See Construction Best Management practices attachment.
- 5) The applicant agrees that if the encroachment for which this permit is issued which shall at any time in the future interfere with the use, repair, improvement, widening, or change of grade of any street, roadway, highway, sidewalk, curb, drain, or Right-of-Way, applicant or his successor or assigns, shall within 14 days after receipt of written notice from the Director of Public Works to do so, at its own expense either remove such encroachment subject to approval from the Director, or relocate to a site which may be designated by the Director. Any encroachment removed by the City will not be replaced.
- 6) To the fullest extent allowed by law, PERMITEE and CONTRACTOR shall indemnify and hold harmless CITY, its City Council, boards and commissions, officers, officials, agents, employees, servants, consultants and volunteers (hereinafter, “Indemnitees”) from and against any liability, loss, damage, expense, and cost (including reasonable legal fees and costs of litigation or arbitration), resulting from injury to or death of any person, damage to property, or liability for other claims, stop notices, demands, causes of actions and actions, arising out of or in any way related to Contractor’s performance or nonperformance of his/her duties under this Agreement, or from negligent acts or omissions or willful misconduct of Contractor, its agents, employees, or subcontractors. Contractor shall, at his/her own cost and expense, defend any and all claims, actions, suits or legal proceedings that may be brought against the City or any of the Indemnitees (with council acceptable to City) in connection with this Permit or arising out of Developer’s performance or nonperformance of his/her duties and obligations hereunder, except to the extent any of the foregoing is caused by the negligence or willful misconduct of the CITY or the CITY’S agents, employees and independent contractors.
- 7) Should the Permittee provide services which are subject to the City’s Franchise ordinance, Permittee agrees to pay any applicable City franchise fee.
- 8) This encroachment permit shall be terminable at the sole discretion of the City upon 30 days written notice to the Permittee.
- 9) The applicant’s contractor shall carry at all times commercial general liability insurance with a combined single limit of \$2.0 million per occurrence; \$4.0 million aggregate; and provide a Certificate of Insurance and Endorsement naming the City as Additional Insured. Insurers must be licensed to do business within the State of California and have a current Best’s Guide Rating of A, Class VII or better or that is otherwise acceptable to the City.  
Insurance shall be primary and non-contributory.
- 10) All work within the public Right of Way must be completed by a contractor who holds a current Class A or appropriate Class C license and a current City of Cupertino business license.
- 11) Permittee and Contractor shall comply with Chapter 11.32 of the Cupertino Municipal Code "Truck Traffic Routes" (*See attached Truck Traffic Restrictions Map*). **No person shall operate or drive any truck that exceeds a gross weight of three tons between the hours of 7:00 a.m. and 9:30 am or 2:00 p.m. and 4:00 p.m. on the following roadway segments:**
  - a. any roadway which runs contiguous to and is within 500 feet of any public school (excluding Homestead Rd and Bollinger Rd)
  - b. McClellan Road, between Stelling Road and Bubb Road.