



PERMIT NO. \_\_\_\_\_

**ENGINEERING DEPARTMENT  
ENCROACHMENT PERMIT APPLICATION**

**PROCESS AND CONDITIONS OF ISSUANCE OF ENCROACHMENT PERMIT**

AN ENCROACHMENT PERMIT IS REQUIRED FOR ALL WORK IN THE RIGHT-OF-WAY OR DEDICATED CITY EASEMENTS. ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, "GREEN BOOK" (SSPWC) CURRENT EDITION, THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, THE CURRENT CITY OF BARSTOW STANDARDS AND ANY CURRENT SUPPLEMENTS. IF THERE IS A CONFLICT BETWEEN STANDARDS, IT IS THE APPLICANT'S RESPONSIBILITY TO CONTACT THE CITY ENGINEER OR THEIR REPRESENTATIVE(S) AND RECEIVE CLARIFICATION. ONLY GENERAL ENGINEERING CONTRACTOR (CLASS "A" LICENSE) OR A CURRENT SPECIALTY CONTRACTOR LICENSE SHALL PERFORM WORK IN THE PUBLIC RIGHT-OF-WAY OR DEDICATED CITY EASEMENTS.

IT IS UNDERSTOOD THAT THE APPLICANT, AGENT, OWNER, OR CONTRACTOR, SHALL BE ACCOUNTABLE FOR, BUT NOT LIMITED TO, THE FOLLOWING CONDITIONS AND FEES:

1. A FULLY COMPLETED ENCROACHMENT PERMIT APPLICATION WITH ALL REQUIRED ATTACHMENTS SHALL BE SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPARTMENT. A PRELIMINARY REVIEW WILL BE DONE TO VERIFY PROPER INFORMATION HAS BEEN SUBMITTED AS FOLLOWS:
  - A. ENCROACHMENT APPLICATION WITH PROPER SIGNATURES AND THE UNDERGROUND SERVICE ALERT (USA / DIG ALERT) NUMBER. IF DIG ALERT # IS NOT PROVIDED AT TIME OF APPLICATION THEN CITY STAFF WILL STIPULATE WHEN THE # MUST BE PROVIDED.
  - B. APPROVED "COMPLETE IMPROVEMENT PLANS" AND/OR PLANS DEMONSTRATING THE TYPE OF WORK, THE WORK LOCATION, AND ALL STREETS AFFECTED BY THE WORK WITHIN A RADIUS OF 200 FEET.
  - C. TRAFFIC CONTROL PLAN CONFORMING TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
  - D. A COPY OF LIABILITY ISSUANCE, WITH ENDORSEMENT PAGE, AS REQUIRED BY SECTION 7-3 AND 7-4 OF THE SSPWC NAMING THE CITY OF BARSTOW AS AN ADDITIONAL INSURED, AND AN INDEMNIFICATION & HOLD HARMLESS AGREEMENT.
  - E. A CERTIFICATE OF WORKER'S COMPENSATION INSURANCE, A CERTIFICATE OF CONSENT TO SELF-INSURE, OR CERTIFIED COPY THEREOF (SEC. 3800, LABOR CODE).
  - F. THE APPLICANT'S AND /OR CONTRACTOR'S 24 HOUR EMERGENCY CALL NUMBERS.
2. A FULLY COMPLETED ENCROACHMENT PERMIT WILL BE FORWARDED TO THE PROPER PERSONNEL FOR FINAL REVIEW AND ACCEPTANCE. ALLOW APPROXIMATELY 7-14 DAYS FOR THIS REVIEW. ERRORS OR OMISSIONS CAN RESULT IN THE PERMIT BEING RETURNED TO THE APPLICANT FOR CORRECTIONS OR ADDITIONAL INFORMATION, AND WILL RESULT IN THE APPLICATION PROCESS STARTING OVER AT NUMBER 1.
3. AFTER DEPARTMENTS' FINAL APPROVALS ARE RECEIVED, THE ENCROACHMENT PERMIT SHALL BE ISSUED WITH ANY SPECIAL CONDITIONS AND THE VALIDITY PERIOD CLEARLY PROVIDED.
4. NOTIFICATION SHALL BE MADE TO THE CITY 24 HOURS PRIOR TO COMMENCING WORK.
5. PRIOR TO ANY CONSTRUCTION IN THE RIGHT-OF-WAY, TRAFFIC CONTROL SHALL BE SET UP PER THE APPROVED TRAFFIC CONTROL PLAN.
6. SURVEY INFORMATION (CUT SHEETS) SHALL BE SUBMITTED TO THE ENGINEERING DIVISION 48 HOURS PRIOR THE REQUEST FOR INSPECTION.
7. **IT IS THE APPLICANT'S SOLE RESPONSIBILITY TO PERFORM THE REQUIRED COMPACTION TESTING**, OR PAY FEES FOR COMPACTION TESTING PERFORMED BY THE CITY'S CONTRACTED LABORATORY AS PER THE CITY'S ADOPTED MASTER FEE SCHEDULE FOR ALL WORK WITHIN THE CITY'S RIGHT-OF-WAY OR EASEMENTS. COMPACTION TESTS SHALL BE PERFORMED BY AN ACCREDITED CERTIFIED TESTING LAB APPROVED BY THE CITY AND SHALL BE IN ACCORDANCE WITH THE CITY'S ADOPTED TRENCHING POLICY. COMPACTION TESTING SHALL INCLUDE, BUT NOT BE LIMITED TO, THE SUBGRADES FOR: CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, CROSS-GUTTERS, ACCESS RAMPS AND ASPHALT PAVEMENT. ALL ASPHALT PAVEMENTS SHALL BE TESTED FOR COMPACTION PER THE GREENBOOK STANDARDS. **IT IS THE SOLE RESPONSIBILITY OF THE APPLICANT TO PERFORM RE-TESTING** OR PAY THE FEES ASSOCIATED WITH THE CITY'S CONTRACTED LABORATORY PERFORMING ADDITIONAL RE-COMPACTION TESTS THAT MAY BE REQUIRED FOR ANY FAILING TESTS, OR IF WEATHER OR ANY OTHER CIRCUMSTANCES HAVE AFFECTED THE INTEGRITY OF THE COMPACTION PROCESS.
8. ADDITIONAL CITY REQUIREMENTS/INSPECTIONS/CONDITIONS MAY BE REQUIRED PRIOR TO FINAL INSPECTION IN RESPONSE TO THOSE UNFORSEEN CONDITIONS OF UNDERGROUND CONSTRUCTION.
9. TO REQUEST INSPECTION, PLEASE CALL 760-255-5179 OR 760-255-5161. ENGINEERING PERSONNEL WILL CALL YOU BACK TO CONFIRM THE TIME AND DATE OF INSPECTION.
10. IF WORK FAILS TO BE COMPLETED PRIOR TO PERMIT EXPIRATION BUT HAS BEEN DILIGENTLY PURSUED, ONE EXTENSION MAY BE GRANTED, FOR UP TO 30 DAYS. ALL WORK SHALL BE COMPLETED WITHIN THE ALLOCATED TIME. IF WORK IS NOT COMMENCED BY THE EXPIRATION DATE, A ONE-TIME EXTENSION MAY BE REQUESTED FROM THE ENGINEERING DEPARTMENT. EXPIRED PERMITS WILL BE REQUIRED TO BE RENEWED AND PAYMENT OF FEES WILL BE REQUIRED.

**CONTINUE TO NEXT PAGE**

## PROCESS AND CONDITIONS OF ISSUANCE OF ENCROACHMENT PERMIT (CONTINUED)

11. ALLOW TIME TO RESOLVE ANY CORRECTIONS FOUND. DELAY FOR CORRECTIONS IS THE SOLE RESPONSIBILITY OF THE APPLICANT AND THEY SHALL ACCEPT ALL ARRANGEMENTS AND EXPENSE FOR TIME, LABOR, EQUIPMENT, MATERIALS, OR ANY OTHER INCIDENTALS NECESSARY TO ACCOMPLISH THOSE CORRECTIONS. FINAL CORRECTIONS ARE THE APPLICANT'S RESPONSIBILITY AND ALL ARRANGEMENTS AND EXPENSE ARE BORNE BY THE APPLICANT.
12. THE ENCROACHMENT PERMIT PACKAGE AND COMPACTION REPORT SHALL BE PRESENTED TO THE INSPECTOR AT THE TIME OF INSPECTION. IF THE PROPER DOCUMENTATION IS NOT PRESENTED, THE INSPECTION WILL NOT BE PERFORMED AND A NEW REQUEST FOR INSPECTION AS STATED IN PROCESS NUMBER 7 SHALL BE REQUIRED.
13. IF CORRECTIONS ARE IDENTIFIED AT TIME OF INSPECTION, AND ARE NOT MET AT SUBSEQUENT RE-INSPECTION, THEN A RE-INSPECTION FEE WILL BE CHARGED ACCORDING TO THE CITY'S MASTER FEE SCHEDULE. THIS FEE MUST BE PAID PRIOR TO RE-INSPECTION.
14. A REQUEST FOR FINAL INSPECTION MUST BE MADE PRIOR TO THE ENCROACHMENT PERMIT'S DAY EXPIRATION DATE.
15. ISSUED ENCROACHMENT PERMITS NOT PICKED UP WITHIN TWO WEEKS WILL BE CONSIDERED INACTIVE AND WILL BE CLOSED. IT IS THE APPLICANTS RESPONSIBILITY TO MAKE SURE THAT THEIR PERMIT IS PICKED-UP AND THAT WORK IS HAS BEGUN IN A TIMELY MANNER.
16. THE ENCROACHMENT PERMIT MAY BE DENIED OR REVOKED FOR, BUT NOT LIMITED TO, THE FOLLOWING:
  - A. IMPROPER INSURANCE.
  - B. NON- CONFORMANCE TO DESIGN STANDARDS, STANDARDS, TRAFFIC CONTROL, MATERIALS, WORKMANSHIP, QUALITY, AND / OR SAFETY REGULATIONS.
  - C. NON-PERMITTED INSTALLATION.
  - D. REPEAT VIOLATORS OF ANY OF THE ABOVE.
17. IF EMERGENCY / AFTER HOURS CALL NUMBER IS NOT RESPONDED TO, AND CITY STAFF NEEDS TO REMEDY A PROBLEM FOR PUBLIC SAFETY. THE CITY WILL REMEDY THE PROBLEM AND THE APPLICANT SHALL BEAR ALL COSTS ASSOCIATED WITH THE REMEDY.
18. WHEN WORK IS PERFORMED ON SATURDAY, SUNDAY, OR HOLIDAY, INSPECTION SHALL BE REQUESTED 48 HOURS ADVANCE. ALL COSTS OF PROVIDING WEEKEND OR HOLIDAY INSPECTION(S) SHALL BE BORNE BY THE APPLICANT. REQUEST FOR INSPECTION OF THE WORK COVERED BY AN ENCROACHMENT PERMIT IS NOT GUARANTEED, AND IS AT THE CITY'S DISCRETION OR AVAILABILITY.
19. ANY SURVEY MONUMENTS OR MARKERS THAT ARE DESTROYED, REMOVED, BURIED, OR THE INTEGRITY OF THE SURVEY MONUMENT HAS BEEN DISTURBED BY THE WORK COVERED BY AN ENCROACHMENT PERMIT SHALL BE RE-ESTABLISHED AND A CORNER RECORD FILED WITH THE COUNTY SURVEYOR. ALL COSTS, MATERIALS, EQUIPMENT AND OTHER INCIDENTALS REQUIRED TO RE-ESTABLISH THE SURVEY MONUMENTS SHALL BE BORNE BY THE APPLICANT.

## LIABILTY AND WORKER'S COMPENSATION INSURANCE REQUIREMENTS

IN CONSIDERATION OF THE GRANTING OF THIS APPLICATION, THE APPLICANT HEREBY AGREES TO:

1. INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS IN ACCORDANCE WITH THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, WHICH IS INCORPORATED INTO AND PART OF THE APPLICATION FOR ENCROACHMENT PERMIT AND THE ENCROACHMENT PERMIT, ITSELF. INDEMNIFY, DEFEND, AND SAVE THE CITY, ITS AUTHORIZED AGENTS, OFFICERS, REPRESENTATIVES, AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL PENALTIES, LIABILITIES, OR LOSS RESULTING FROM CLAIMS OR COURT ACTION ARISING OUT OF ANY ACCIDENT, LOSS, OR DAMAGE TO PERSONS OR PROPERTY HAPPENING OR OCCURRING AS A PROXIMATE RESULT OF ANY WORK UNDERTAKEN UNDER THE PERMIT GRANTED PURSUANT TO THIS APPLICATION.
2. PAY FOR AND MAINTAIN IN FULL FORCE AND EFFECT ALL INSURANCE AS REQUIRED IN EXHIBIT A OF THE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, WHICH IS INCORPORATED INTO AND PART OF THE APPLICATION FOR ENCROACHMENT PERMIT AND THE ENCROACHMENT PERMIT, ITSELF.
3. REMOVE OR RELOCATE AN ENCROACHMENT INSTALLED OR MAINTAINED UNDER THIS PERMIT, UPON WRITTEN NOTICE FROM THE CITY ENGINEER.
4. NOTIFY THE CITY AT LEAST 24 HOURS IN ADVANCE OF THE TIME WORK WILL BE STARTED, AND UPON COMPLETION OF THE WORK, IMMEDIATELY NOTIFY THE CITY IN WRITING OF SUCH COMPLETION.
5. THE PERMITTEE SHALL ACCEPT FULL RESPONSIBILITY FOR COMPLYING WITH FEDERAL, STATE, AND COUNTY ENVIRONMENTAL LAWS RECEIVED; ANY NECESSARY ENVIRONMENTAL CLEARANCES AND/OR PERMITS, PRIOR TO COMMENCING ANY WORK AS AUTHORIZED BY THIS PERMIT.

**ALL INSURANCE REQUIREMENTS MUST BE MET IN ACCORDANCE WITH EXHIBIT A. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT SHALL BE SUBMITTED IN ADDITION TO PROPER INSURANCE CERTIFICATE WITH ENDORSEMENT'S PAGE.**

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PERMIT NO. \_\_\_\_\_  
**ENGINEERING DEPARTMENT**  
**ENCROACHMENT PERMIT APPLICATION**

**APPLICANT INFORMATION**

APPLICANT'S NAME <input type="checkbox"/> UTILITY COMPANY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> ENGINEER/ARCHITECT/DEVELOPER		TELEPHONE NUMBER ( ) -	
PRIMARY CONTACT, IF DIFFERENT THAN APPLICANT	TELEPHONE NUMBER ( ) -	EMAIL ADDRESS	
APPLICANT'S PHYSICAL ADDRESS	CITY	STATE	ZIP
APPLICANT'S MAILING ADDRESS <input type="checkbox"/> Same as Above	CITY	STATE	ZIP

**CONTRACTOR INFORMATION** *ONLY GENERAL ENGINEERING, GENERAL BUILDING OR AUTHORIZED SPECIALTY CONTRACTORS SHALL PERFORM WORK IN THE PUBLIC RIGHT OF WAY*

CONTRACTOR'S NAME	STATE LICENSE #	EXPIRATION	CITY BUSINESS LICENSE #
ADDRESS	CITY	STATE	ZIP
PHONE NUMBER ( ) -	FAX NUMBER ( ) -	EMAIL ADDRESS	
CONTRACTOR FIELD REPRESENTATIVE NAME	TELEPHONE NUMBER ( ) -	24 HOUR EMERGENCY PHONE # ( ) -	
INSURANCE COMPANY NAME *COPY OF VALID INSURANCE CERTIFICATE, ENDORSEMENTS PAGE, AND AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT MUST BE PROVIDED	POLICY #	EXPIRATION	
WILL SUBCONTRACTORS BE UTILIZED FOR ANY OF THE PROPOSED WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO IF CHECKED YES, APPLICANT AGREES TO PROVIDE PROPER SUBCONTRACTOR LICENSE VERIFICATION FORM PRIOR TO FINAL INSPECTION			

**PROJECT INFORMATION**

PROJECT ADDRESS / LOCATION:	USA CLEARANCE # (DIG ALERT #)
DESCRIPTION OF WORK:	

**MINIMUM 11" X 17" PLAN MUST BE SUBMITTED SHOWING:**  
**1. WORK LOCATION AND ALL STREETS WITHIN 200 FEET OF WORK SITE.**  
**2. PROPOSED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH CURRENT EDITION OF THE W.A.T.C.H. BOOK FOR CONSTRUCTION ZONE SIGNING AND PHASING THE PROJECT.**  
**ALL SUBMITTAL DOCUMENTS MUST ALSO BE PROVIDED IN PDF FORMAT**

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## PROJECT DETAILS / QUANTITIES (PROVIDE ALL THAT APPLY)

STREET CUTS # SQ FT	# DRIVEWAY APPROACH	SEWER MAIN # LN FT	LINED CHANNELS # LN FT
OPEN TRENCH EXC # LN FT	# ADA RAMPS	# SEWER MANHOLES	# CATCH BASINS, VAULTS, ETC.
PAVEMENT RESTORATION # SQ FT	SIDEWALK # SQ FT	# SEWER CLEANOUTS	# CHAIN LINK FENCE / BLOCK WALL
CURB/GUTTER # LN FT	PAVEMENT (AC /PC) # SQ FT	# STORM DRAIN INLETS	# GUARD RAILS
# SPANDRALS /CROSS GUTTERS	# SEWER LATERAL	STORM DRAIN PIPES # LN FT	# INLET / OUTLET STRUCTURES
# JUNCTION STRUCTURES	# STREET LIGHTS	# TRAFFIC SIGNALS	# SYSTEM COMPONENTS
PIPE / CONDUIT # LN FT	OTHER (PLEASE DESCRIBE):		

## UTILITY OUTAGE INFORMATION

WILL THERE BE ANY UTILITY OUTAGE(S) RELATED TO THE PROJECT?  YES  NO

IF YES, PROVIDE ESTIMATED DATE, TIME AND LENGTH OF OUTAGE: \_\_\_\_\_

**UTILITY COMPANY MUST PROVIDE REQUIRED NOTIFICATION TO PROPERTY & BUSINESS OWNERS AFFECTED BY OUTAGE.**

## COMPACTION TESTING LAB INFORMATION

IT IS THE APPLICANT'S SOLE RESPONSIBILITY TO PERFORM THE REQUIRED COMPACTION TESTING, OR PAY FEES FOR COMPACTION TESTING PERFORMED BY THE CITY'S CONTRACTED LABORATORY, AS PER THE CITY'S ADOPTED MASTER FEE SCHEDULE, FOR ALL WORK WITHIN THE CITY'S RIGHT-OF-WAY OR EASEMENTS. COMPACTION TESTS SHALL BE PERFORMED BY AN ACCREDITED CERTIFIED TESTING LAB APPROVED BY THE CITY AND SHALL BE IN ACCORDANCE WITH THE CITY'S ADOPTED TRENCHING POLICY.

TESTING LAB NAME	PHONE NUMBER		
ADDRESS	CITY	STATE	ZIP

**IF USING THE CITY OF BARSTOW'S CONTRACTED LABORATORY, CHECK THIS BOX**

*APPLICANT AGREES TO PAY ANY FEES ASSOCIATED WITH THE COMPACTON TESTING AS PER THE CITY'S ADOPTED MASTER FEE SCHEDULE*

INITIALS: \_\_\_\_\_

## APPLICATION SUBMITTAL CHECKLIST INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

- COMPLETED AND SIGNED ENCROACHMENT PERMIT APPLICATION
- VALID INSURANCE CERTIFICATE, ENDORSEMENTS PAGE AND SIGNED INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
- PLANS OR SKETCH OF THE PROPOSED WORK
- TRAFFIC CONTROL PLAN
- PAYMENT OF PLAN REVIEW FEE (IF APPLICABLE)

## CERTIFICATE OF COMPLIANCE

**I CERTIFY THAT I HAVE READ THIS APPLICATION IN ITS ENTIRETY AND THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT. I AGREE TO COMPLY WITH THE PROCESS AND CONDITIONS OF ISSUANCE OF THE ENCROACHMENT PERMIT AND ALL STATE LAWS, CITY ORDINANCES, POLICIES, AND/OR STANDARDS RELATING TO WORK BEING PERFORMED IN THE RIGHT-OF WAY OR DEDICATED CITY EASEMENTS.**

SIGNATURE	PRINTED NAME	DATE
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**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
FOR ENCROACHMENT PERMIT**

**PERMIT NO.** \_\_\_\_\_

In consideration for the issuance of an Encroachment Permit and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Barstow ("City"), and its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the issuance of the Encroachment Permit or any work permitted thereunder. Permittee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

Throughout the life of the Encroachment Permit, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City Manager or his/her designee at any time and in his/her sole discretion.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its principals, officers, employees, agents, persons under the supervision of Permittee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the expiration or revocation of the Encroachment Permit.

**The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.**

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Project Location

\_\_\_\_\_  
Permittee Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

## EXHIBIT A INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMIT

Throughout the life of the Encroachment Permit, the Permittee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City Manager or his/her designee and in his/her sole discretion. The following policies of insurance are required:

- i. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.
- ii. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage. **Only required if automobiles are to be operated on city-owned property or within City right-of-way.**
- iii. WORKERS' COMPENSATION insurance as required under the California Labor Code.
- iv. EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

Permittee shall be responsible for payment of any deductibles or self-insured retentions contained in any insurance policies required hereunder.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, Permittee shall furnish City with a new certificate and applicable endorsements for such policy(ies). **In the event any policy(ies) is due to expire during the Encroachment Permit, Permittee shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).**

The General Liability (including ongoing operations and completed operations) and Automobile Liability insurance policies shall be written on an occurrence form and endorsed to name the City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Permittee's insurance shall be primary and no contribution shall be required of City, its officers, officials, employees, agents and volunteers. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees and agents. The coverage shall contain no special limitations on the scope of protection afforded to City and its officers, officials, employees, agents and volunteers. Should Permittee maintain insurance with limits of liability greater than those shown above, the City requires and shall be entitled to coverage in the amount of the higher limits of liability maintained by the Permittee. **Permittee shall furnish City with the certificate(s) and applicable endorsements for ALL required insurance fourteen (14) days prior to the issuance of the Encroachment Permit.**

Upon request of City, Permittee shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive the expiration or revocation of the Encroachment Permit.

If at any time during the Encroachment Permit, Permittee fails to maintain the required insurance in full force and effect, all work permitted thereunder shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for the City to revoke the Encroachment Permit.

**NOTE:** The Certificate of insurance **must** be accompanied by the additional insured, primary insurance and waiver of subrogation endorsements.