

**Department of Public Works**  
**300 Seminary Avenue**  
**Ukiah, California 95482**

**Phone: 707-463-6284 / 6203**  
**Fax: 707-463-6204**

**SPECIAL ENCROACHMENT PERMIT \_\_\_\_\_**

PERMITEE'S NAME:	CONTRACTOR'S LICENSE NUMBER:
ADDRESS:	
PHONE:	FAX:
TYPE AND LOCATION OF PROJECT (SUBMIT DETAILS WITH SEPARATE PLANS OR DRAWINGS):	
DATE OR TIME FRAME OF PROPOSED PROJECT:	
ANTICIPATED START DATE:	ANTICIPATED COMPLETION DATE:
LIST NAMES AND ADDRESSES AND CONTRACTOR'S LICENSE NUMBERS OF ANY SUBCONTRACTORS INVOLVED WITH THIS PROJECT (SEE CONDITION #3 BELOW):	

**Validation of this permit is subject to the following conditions:**

1. The term of this permit shall be as designated by above time frame unless altered by City Engineer.
2. The City of Ukiah reserves the right to extend, amend, or revoke this permit as deemed necessary by the City Engineer.
3. Valid Business Licenses must be obtained from the City of Ukiah Director of Finance by all contractors or subcontractors associated with work authorized by this permit in accordance with City of Ukiah Municipal Code sections 2110-2114.
4. Work shall conform to the details and location specified on the plans submitted by the Permittee and approved by the City Engineer. The Permittee shall notify the City Public Works Department approximately forty-eight (48) hours prior to commencement of any work to arrange for necessary inspections.
5. An Encroachment Permit Fee of 3% of the estimated construction cost shall be paid to the City of Ukiah to cover permit processing, plan checking and inspections. A minimum charge of \$45.00 shall apply to all encroachment permits issued.
6. Insurance requirements: A certificate of General Liability insurance in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The certificate must be accompanied by an "Additional Insured endorsement which:
  - ❖ Names the City of Ukiah, its officers, employees, agents and volunteers as additional insured
  - ❖ Indicates that the policy is the primary insurance with respect to the City and that any insurance or self-insurance maintained by the City shall be in excess of the Named Insured's Insurance and not contribute with it. Example #CG 20 12 07 98-State or political subdivisions.

- ❖ Indicates that the City will be notified within 30 days of insurance cancellation or within 10 days for non-payment.

- If work is in the street, two-way traffic shall be maintained at all times through work area unless specifically authorized by the City Engineer. Traffic control shall be maintained in accordance with State of California Manual of Traffic Controls for Construction and Maintenance of Work Zones (most current edition).
- Upon completion of work and before final inspection by City Engineer or designee, Permittee shall clean City right-of-way, material sites, and all ground occupied by him in connection with the work. No waste materials, including any saw cutting or grinding dust, debris, waste water, concrete washout, paint or other non-stormwater discharge shall be allowed to enter into the street, storm drain system or into any waterway.
- The Permittee shall be obligated to make all repairs in compliance with Standard City Specifications and/or to the satisfaction of the City Engineer to sidewalks, streets or other public facilities as may be necessary as a result of the work described in this project for a period of at least one (1) year from the completion of work.
- Other conditions:

This encroachment permit shall be granted for the installation of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

which extends into the City right-of-way. If said encroachment shall prove to be a public health or safety hazard, the owner or Permittee shall be required to remove said encroachment at the owner's or Permittee's own expense. City shall notify owner or Permittee with written notice if removal is required and said encroachment shall be removed within a reasonable time after notice to remove is given.

11. AGREEMENT TO INDEMNIFY THE CITY OF UKIAH

PERMITEE agrees to waive any claim it might have against the City of Ukiah ("CITY") or its officers and employees for death to any person, personal injury, or property damage, resulting from the use of City right-of-way for work authorized by this permit.

PERMITEE agrees to indemnify and hold CITY and its officers and employees harmless from and against any claim by its members or third parties for death to any person, personal injury, or property damage, including all costs associated with defending against any such claim which arises out of PERMITEE'S activities under this permit, except for deaths, personal injuries, or property damage resulting solely and exclusively from the active negligence of CITY or its officers or employees.

**READ THIS PERMIT CAREFULLY. DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND ITS CONTENTS AND AGREE TO ITS TERMS.**

ACCEPTANCE OF PERMIT CONDITIONS:

ACCEPTED BY: (Contractor's Representative)	Title:	DATE:
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PERMIT VALIDATION:

ISSUED BY:	DATE:	PERMIT NUMBER:
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VERIFICATION OF WORK AS COMPLETE:

INSPECTED BY:	DATE:
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## **INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operation, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or

self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

#### Waiver of Subrogation

The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII.

#### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.