



Permit No. _____

ENCROACHMENT PERMIT APPLICATION

Applicant Name _____

Phone _____

Company Name _____

Email _____

Mailing Address _____

City/State/Zip _____

Contractor's License No. _____

Class _____

Business License No. _____

Location of Work: _____

Start Date: _____

Cross Street: _____

Anticipated Completion Date: _____

Subcontractors Under Permit: _____

Description of Work: _____

A set of plans or sketch is to be attached showing all dimensions and locations of work with relationship to property lines, road centerlines, material types, and other existing features. A traffic control plan must also be attached.

48 HOURS IN ADVANCE TO CONSTRUCTION
Excluding weekends and legal holidays
CALL Underground Service Alert (USA)
At 811 or 1-800-227-2600

24 HOURS IN ADVANCE TO CONSTRUCTION CALL
Yuba City Construction Inspector Jimmy Yacavace at
(530) 713-1731 to coordinate work scope and inspections

I hereby request the above described encroachment permit subject to the terms and conditions indicated hereon including the attached General Terms, Conditions, and Restrictions governing the permit, and by acceptance agree to said terms and conditions. Additionally it is understood and agreed by the Applicant that the execution of any work under this permit shall constitute an acceptance of all the provisions stated on this permit including any Special Conditions and Restrictions described below.

Applicant's Signature _____

Date _____

COMPLETE INSURANCE DOCUMENTATION IS MANDATORY PRIOR TO THE START OF WORK.

FOR OFFICE USE ONLY

Permit Expires: _____

Permit Fees: _____

Certificate of Insurance ☐ On File ☐ Attached

Special Conditions and Restrictions: _____

ONCE PROJECT IS COMPLETE, FINAL INSPECTION IS REQUIRED. PLEASE CALL (530) 713-1731.

This permit is issued on the Applicant's acceptance of all provisions stated herein, including the Special Conditions and Restrictions.

Approved by Public Works Department _____

Date _____

**CITY OF YUBA CITY
ENCROACHMENT PERMIT
GENERAL TERMS, CONDITIONS, AND RESTRICTIONS GOVERNING THIS PERMIT**

The following are expressly made a part of the written agreement between the City and Contractor/Permittee in connection with the Encroachment Permit issued to Contractor/Permittee.

1. Excavation, backfill, and trench restoration shall be in accordance with City Standard Detail TR1, except as modified herein.
2. All work shall be done in accordance with applicable sections of the current edition of the California Department of Transportation Standard Specifications and applicable City standards.
3. The Public Works Director reserves the right to order any changes of the terms, conditions, and restrictions governing this permit that in his opinion may conflict with the proper construction and maintenance of public facilities, and may alter or change the type or method of doing any of the work under this permit due to unforeseen conditions which arise.
4. All work under this permit to be inspected by, and subject to the approval of the Public Works Director or his authorized representative.
5. Street closures shall not be made without prior approval of the Public Works Director or his authorized representative.
6. The Permittee shall furnish such flagmen and furnish, erect, construct, and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist. Special emphasis will be placed on the requirement of fences to protect the public from open excavation.
7. A minimum of one 11 foot traveled way shall be maintained in each direction on public streets at all times. If it is necessary to reduce the traveled way to less than two 11 foot lanes, flagmen shall be required.
8. Boring of lines shall be made with the use of a liquid gel, except for bores two (2") inches and smaller.
9. Permittee to maintain suitable ingress and egress to adjacent residential property outside regular working hours and at all times while actual construction work does not require restriction. If access restriction is necessary, the resident must be notified.
10. Permittee to assure that adequate ingress and egress is provided to all commercial establishments adjacent to the work at all times.
11. At the end of each working day, there shall be no more than 200 feet of open trench excluding manhole excavations unless otherwise authorized by the City.
12. The Permittee shall repair or replace all existing improvements (e.g., curbs, side-walk, driveways, fences, utility installations, pavements, etc.) which are damaged or removed as a result of his operations. The Permittee shall be responsible for providing drainage through the construction area. The Permittee shall make compensation to the City for all traffic markers, buttons, and signs that are damaged or removed.
13. At least forty-eight (48) hours before entering on the work, the Permittee shall contact the Underground Service Alert (USA) at 1-800-642-2444 to notify utility companies to mark or indicate the location of their utilities. The location of underground utilities shown or located represents the best information available but should be considered as being approximate only.
14. It shall be the Permittee's responsibility to determine the true location and depth of all utilities and service connections before using equipment that may damage such facilities or interfere with their service. He will be held liable to the owners of such facilities for any damage or interference with service resulting from his operations. Underground lines shall be located by "daylighting" in advance of trenching operations.
15. Sewer or storm sewer laterals which are damaged during the course of construction shall be repaired in accordance with the City Standard Details.

16. Permittee shall be responsible for maintenance and repair of any failures on the work area such as sunken trenches, sidewalks, etc., for one (1) year from the completion of work covered by this Permit.
17. The Permittee shall be responsible for all damages to persons and property due to or resulting from any work under this permit. Permittee shall defend, indemnify and hold harmless City, and its employees and agents from and against all losses, expenses (including attorney fees), damages and liabilities of any kind relating to, resulting from, or arising out of work performed under this Permit by Permittee or its officers, agents, employees, subcontractors or anyone under the Permittee's direction and control. This indemnity obligation does not apply to claims arising from the sole negligence, willful misconduct or active negligence of the City. The indemnity obligation being imposed is intended to comply with Civil Code Section 2782.
18. Permittee is required to comply with all City Ordinances. Permittee is required to maintain insurance as set forth in City Ordinances, including, but not limited to Section 6-2.03(a) and 6-1.04. Permittee shall add the City as an additional insured under any and all insurance policies that provide insurance coverage for the work being done under this Permit. Permittee is required to provide City with proof that City is added as an additional insured, including providing a certificate of insurance which identifies coverage for the work being done under this Permit and that the City is added as an additional insured.

Permittee's Name (Print)

Date

Signature



INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMITS

Permittee shall procure, and maintain for the duration of the Encroachment Permit, 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 and the results of that work by the Permittee, his agents, representatives, employees or subcontractors. Permittee shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Permittee has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Permittee has no employees for the purposes of this Encroachment Permit, Permittee shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Attachment 1.

If the Permittee maintains higher limits than the minimums shown above, the Entity requires, and shall be entitled to coverage, for the higher limits maintained by the Permittee.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Permittee 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

Permittee's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the Permittee's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Permittee's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Waiver of Subrogation

Permittee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Permittee may acquire against the Entity by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Permittee to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Permittee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Permittee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

INSURANCE CHECKLIST FOR CONTRACTOR

Certificate of Insurance (commonly called the COI or ACORD form)

- ☐ Lists Policy # and Expiration Date for Commercial General Liability, Auto Liability, Umbrella Liability (if needed to meet minimum limit), and Work Comp Liability
- ☐ Certificate Holder = City of Yuba City, 1201 Civic Center Blvd, Yuba City, CA 95993

Endorsement Documents Needed:

Commercial General Liability - Minimum \$2,000,000 Limit per Occurrence OR Minimum \$4,000,000 General Aggregate OR include Umbrella Liability Policy to meet Limit (See Below)

- ☐ Endorsement for Additional Insured to include Ongoing Operations and Products Completed
- ☐ Endorsement for Waiver of Subrogation
- ☐ Endorsement for Primary/Non-Contributory
- ☐ Endorsement for 30-Day Notice of Cancellation/10-Day Notice of Non-Payment

If needed to meet Limit: Umbrella Liability – The below endorsements OR a statement that says this policy “Follows Form of the Commercial General Liability Policy”

- ☐ Endorsement for Additional Insured
- ☐ Endorsement for Waiver of Subrogation
- ☐ Endorsement for Primary/Non-Contributory
- ☐ Endorsement for 30-Day Notice of Cancellation/10-Day Notice of Non-Payment

Work Comp Liability

- ☐ Endorsement for Waiver of Subrogation

Attachment 1
Certificate of Exemption From
Workers' Compensation Insurance
(Only to be completed if Permittee has no Employees)

I hereby certify that in the performance of the work for which the Encroachment Permit is entered into, I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of the State of California.

Executed on this _____ day of _____, 20____, at Yuba City, California.

By: _____

Title: _____

Print Name: _____