

CITY OF HEALDSBURG
Public Works Department
Encroachment Permit Application



SITE ADDRESS OR LOCATION DESCRIPTION

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PROPERTY OWNER	NAME	PHONE
	MAILING ADDRESS	EMAIL
	CITY, STATE, ZIP	FAX
CONTRACTOR	NAME	CONTRACTOR LICENSE NO.
	MAILING ADDRESS	PHONE
	CITY, STATE, ZIP	EMAIL
	ASSOCIATED PERMIT NUMBER (if applicable)	FAX

DATE WORK TO BEGIN	DATE WORK TO BE COMPLETED

PERSON PERFORMING THE WORK:	BUSINESS LICENSE NUMBER

DESCRIPTION OF WORK	

EQUIPMENT USED ON SITE

CONTRACTOR'S STATEMENT:

I have completed this form to the best of my knowledge and have attached the required drawings and insurance certificates and endorsements. I have read and understand the indemnity and insurance requirements attached hereto and agree to be bound by them for any work performed in connection with this encroachment permit issued by the City. I further understand the requirement to protect all existing property monuments.

SIGNATURE _____
DATE

PRINT NAME

CITY USE	DATE APPLICATION RECEIVED	RECEIVED BY
	APPROVED BY	NOTES:



Encroachment Permit Application Package

Prior to any individual performing work or encumbering the City of Healdsburg's public right of way, an Encroachment Permit shall be obtained from the Public Works Department. The public right of way is any City controlled property such as streets, sidewalks, utilities, storm drains, parks, or public easements. Please see the frequently asked questions (FAQs) on the Public Works website or contact (707) 431-3346.

Initial City review of the Encroachment Permit application will require up to three working days. Complete review and issuance may require as long as ten working days. **The attached insurance forms are preapproved, confer with your insurance broker before your insurance is submitted to prevent potential delays in reviewing your insurance. Use of any other insurance forms will require additional time for review.** The insurance submitted must name the Contractor performing the work.

APPLICATION

Application documents shall be submitted as a single package. **Incomplete application packages will be returned for a complete resubmittal.** A complete application package consists of all of the following items:

- Encroachment Permit Application form (completed by contractor performing the work)
- Site Plan illustrating the following:
 - Location of work
 - Proposed work to be performed
 - Proposed trench section (if work involves excavation)
- Traffic control plan illustrating the following:
 - Area of traffic control
 - MUTCD Standard Details for the traffic control configuration
- Insurance requirements including:
 - General Liability insurance endorsements and declaration page
 - Automobile insurance endorsements and declaration page
 - Workers Compensation insurance and Waiver of Subrogation
- Business License (Proof of current City of Healdsburg Business License)



FEES

Permit fees are determined on a case-by-case basis and are paid when the permit is issued. The fee structure is:

- \$245.01..... processing fee (*\$25.00 fee reduction for maintaining current insurance on file*)
- \$68.80..... per inspection fee (*number of inspections varies with scope of work*)
- \$137.59..... per hour of engineering staff review (*varies with scope of design and plan revisions*)

DELIVERY

A complete application package can be delivered in person to the Community Development Center at City Hall (401 Grove Street), faxed to (707) 431-2710, emailed to publicworks@ci.healdsburg.ca.us or mailed to:

City of Healdsburg
401 Grove Street
Healdsburg, CA 95448.

QUESTIONS?

For general questions contact Public Works at (707) 431-3346.

For insurance specific questions please contact Amy Dugan at adugan@healdsburg.gov or (707) 473-4458 or Tyler Kettmann at tkettmann@healdsburg.gov or (707) 431-3160.

CITY OF HEALDSBURG

Encroachment Permit Indemnity and Insurance Requirements

Updated: April 2023



Indemnity

For the purposes of Indemnity and Additional Insured Endorsement requirements, work shall be deemed to be performed for the City if the work is performed for or by parties who have been issued a permit by the City.

Prior to receiving an encroachment permit to perform work in the City right-of-way, the **Contractor** shall furnish the insurance documents described below to the City of Healdsburg for approval. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the encroachment permit issued by the City.

To the fullest extent permitted by law, Contractor shall hold harmless, defend, and indemnify the City and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by, the insurance obligations in the agreement.

Insurance

A. General Liability

- i. Commercial General Liability (CGL) coverage shall be at least as broad as Insurance Services Office (ISO) FORM CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than:
 - a. \$2,000,000 per occurrence
 - b. \$2,000,000 aggregate
- ii. General Liability Endorsements must add the City of Healdsburg, its officials, officers, employees, agents, and volunteers as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional Insured Endorsements shall be at least as broad as ISO form CG 20 12 or CG 20 26, or CG 20 33; and one of the following ISO completed operation Forms CG 20 37, CG 20 39, or CG 20 40. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Examples of City approved insurance forms are included in this package. If the Contractor provides policy pages or broad forms of endorsement the insurance carrier will be asked to sign, initial and date all applicable sections of the document which conveys coverage to the City.
- iii. The Additional Insured coverage under the Contractor’s CGL policy shall be include a “primary and non- contributory” endorsement and will not seek contribution from the City of Healdsburg’s insurance or self- insurance and shall be at least as broad as ISO form CG 20 01 04 13.
- iv. If the work to be performed involves any excavation, the policy shall include an endorsement that

affords coverage for explosion, collapse and underground hazards.

B. Automobile Liability

- i. Auto Liability insurance limit shall be:
 - a. \$2,000,000 per accident for bodily injury and property damage
- ii. Automobile Endorsements must add the City of Healdsburg, its officials, officers, employees, agents, and volunteers as an additional insured for liability arising out of automobiles owned, leased, or used by the Contractor. Automobile coverage should be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 (“any auto”). No endorsement may be attached limiting the coverage. If coverage provided is anything less than ‘any auto’ additional information, such as schedule of covered autos or proof of personal auto liability coverage, may be required by the City.

C. Worker’s Compensation Insurance

- i. Proof of Workers Compensation and Employers Liability insurance as required by any applicable law, regulation, or statute, including the provisions of Division IV of the Labor Code of the State of California, and any act or acts amending it. Worker's compensation insurance must be for Statutory Limits and must cover the full liability of the Contractor. The Contractor’s Employer’s Liability Insurance must be in an amount no less than \$1,000,000.00 per occurrence. The insurance must be endorsed to waive all rights of subrogation against the City and its officials, officers, employees, agents and volunteers for losses paid under the terms of such policy.
- ii. If Contractor doesn’t have employees, a Worker’s Compensation Declaration page can be signed in lieu of Worker’s Compensation. (Declaration page can be requested from the City)

D. Commercial Umbrella/Excess Policy

- i. The Commercial policy is to insure losses above General liability, Employer’s liability, and Auto liability limits. The limits of insurance required under this permit may be satisfied by a combination of primary and Umbrella or Excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Available Broader Coverage

- i. It shall be a requirement under this permit that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Permit; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the name insured; which ever greater.

F. Verification of Coverage

- i. Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsements Page of the GCL policy listing all policy endorsements to City before access is allowed. However, failure to obtain the required documents prior to the access being allowed shall not waive the Contractor’s

obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Notice of Cancellation

- i. The Contractor shall provide the City with a 30-day written notice of any reduction or cancellation of such insurance required to be furnished by the Contractor; and include a severability of interest clause acceptable to the City and if requested by the City.

H. Acceptability of Insures

- i. All required insurance must be provided in the form of “occurrence”- type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor’s expense throughout the performance of the Work under this permit. The City of Healdsburg shall continue to be additional insured for completed operations for (1) year after completion of the work.

I. Self- Insured Retentions

- i. All self-insured retentions (SIR’s) must be disclosed to City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City, the City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right exercise later.

J. Subcontractors

- i. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

K. Special Risks or Circumstances

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

CITY APPROVED STANDARD CERTIFICATE FORM

CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YYYY)		
CITY OF HEALDSBURG (the "City")						
PRODUCER			THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED			COMPANY LETTER		A _____	
					B _____	
					C _____	
					D _____	
					E _____	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$
	CLAIMS MADE OCCUR.				PERSONAL & ADVERTISING INJURY	\$
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$
	OTHER _____				FIRE DAMAGE (ANY ONE FIRE)	\$
					MEDICAL EXPENSE (Any One Person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	ANY AUTO				BODILY INJURY (PER PERSON)	\$
	ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	UMBRELLA				AGGREGATE	\$
	OTHER THAN UMBRELLA FORM				STATUTORY	\$
	WORKER'S COMPENSATION & EMPLOYER'S LIABILITY				EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE				AMOUNT OF INSURANCE	\$
	COURSE OF CONSTRUCTION					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS						
THE FOLLOWING PROVISIONS APPLY:						
<ol style="list-style-type: none"> None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below. The City, its officials, officers, employees, volunteers and agents are added as insureds on all liability 						
CERTIFICATE HOLDER / ADDITIONAL INSURED				AUTHORIZED REPRESENTATIVE		
CITY OF HEALDSBURG 401 GROVE STREET HEALDSBURG, CA 95448				SIGNATURE		
				TITLE		
				PHONE NO.		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> </table> INSURER A : _____ INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER(S) AFFORDING COVERAGE	NAIC #		
INSURED 			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMPROP AGG \$ _____ \$ _____		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____		
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">WC STATUTORY LIMITS</td> <td style="text-align: center; border: none;">OTHER</td> </tr> </table> E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____	WC STATUTORY LIMITS	OTHER
WC STATUTORY LIMITS	OTHER								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____
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CITY APPROVED STANDARD ENDORSEMENT FORM

INSURER	ISO FORM CG 20 26 11 85 (MODIFIED)
POLICY NO.	COMMERCIAL GENERAL LIABILITY
ENDORSEMENT NO:	EXHIBIT 1-C

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned or rented to you.

Modifications to ISO for CG 20 26 11 85:	
1)	"Operation" includes the named insured's products.
2)	The insured scheduled above includes the Insured's officers, officials, employees, volunteers and agents.
3)	This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
4)	The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

Signature - Authorized Representative

Address

CITY APPROVED PREFERRED ENDORSEMENT FORM

