



Encroachment Permit Application

See Page 2 for General Requirements

City of Willows
Public Works Department
201 N. Lassen Street
Willows, CA 95988
(530) 934-7041
Fax: (530) 934-7402

Date: _____

Permit No. _____

Owner Information	
Name: _____	
Street Address: _____	
City, State, Zip: _____	
Phone: _____	Cell: _____
Email: _____	

Submittal Requirements
Completed Application
Insurance Certificate(s)
Traffic Control Plan
Bond

Contractor Information	
Name: _____	
Street Address: _____	
City, State, Zip: _____	
Phone: _____	Cell: _____
Email: _____	
Contractor's License #: _____	Class: _____
Business License #: _____	
Total Valuation: <i>Labor & Materials</i> \$ _____	

Fees	
Admin/File	_____
Inspection	_____
Other	_____
Total	_____

Workers' Compensation Declaration: I declare under penalty of perjury (check one):
<input type="checkbox"/> I have and will maintain Workers' Compensation Insurance, as required by Section 3700 of the Labor Code: Carrier: _____ Policy #: _____ Expiration Date: _____
<input type="checkbox"/> I have and will maintain a Certificate of Consent to Self-Insure for Workers' Compensation, as provided for by Section 3700 of the Labor Code
<input type="checkbox"/> I certify that I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions

Project Information	
Excavate: <input type="checkbox"/> Street/Alley <input type="checkbox"/> Other: _____ <input type="checkbox"/> Sidewalk _____ <input type="checkbox"/> Curb/Gutter _____ <input type="checkbox"/> Sewer _____	Install: <input type="checkbox"/> Sewer <input type="checkbox"/> Other: _____ <input type="checkbox"/> Sidewalk _____ <input type="checkbox"/> Curb/Gutter _____ <input type="checkbox"/> Driveway _____
Location of Work: _____	
Anticipated Start Date: _____	Estimated End Date: _____
Scope of Work: _____ _____ _____	
Contractor Job # or Project Name (if applicable): _____	

Important Notes
<ul style="list-style-type: none">A minimum of 24-hours notice is required to schedule an inspection. Inspector is available Mon-Fri, 8:00 a.m. to 3:30 p.m.This permit expires (1) one year from the approval date unless otherwise noted. If you require an extension of time, please contact the Public Works Director's office.

I certify that I have read this application and state that the above information is correct. I agree to comply with the general conditions (see page 2) and to all City Ordinances, City Standards, State and Federal laws relating to construction, and hereby authorize representatives of the City of Willows to enter upon the above mentioned property for inspection purposes. I also agree to waive, indemnify and keep harmless the City and its agents against all liabilities, judgments, costs, and expenses which may in any way accrue against said agency in consequence of the granting of this permit.

Applicant Signature _____ Date _____ Owner / Contractor / Agent _____
(circle one)

Approval Special Conditions: _____

Approved by: _____ Date: _____ Inspection Contact #: _____



CITY OF WILLOWS

ENCROACHMENT PERMIT APPLICATION GENERAL REQUIREMENTS

When submitting an encroachment permit application to the City of Willows, the following information will need to be included to consider the application complete:

1. A site plan showing what will be involved with the work within the City's right-of-way. The plan should show all existing facilities and the extent of work (pipelines - including sewer and storm drain, asphalt, curb, gutter, sidewalk, etc.) associated with the project. Depending on the complexity of the project, engineered drawings may be required.
2. A cost estimate of the work to be done. The estimate should break down the various line items of work (e.g. the linear footage of pipe, the linear footage of curb and gutter, the square footage of sidewalk, the square footage of asphalt, etc.)
3. If the work will impact any portion of paving or sidewalks/pedestrian paths within any street right-of-way, a traffic control/sidewalk closure plan shall be included with the permit. The traffic control plan must meet regulations as specified in the California Manual of Uniform Traffic Control Devices (CAMUTCD.) Typical applications for traffic control plans can be found in Part 6H of CAMUTCD.
4. A Certificate of Insurance naming the City of Willows as Additional Insured, along with requirement endorsements. (Levels of insurance and endorsement requirements attached).

Once this information is submitted, the application will be processed. Processing will include a review of the proposed work, placing conditions on the permit and providing the required bonding amount and bond form that will be needed prior to issuance of the permit, as well as the permit amount. Once a fully executed bond is provided and the fees are paid, the permit can be issued by the City.

Insurance Requirements

Applicant/Contractor shall procure and maintain for the duration of the Project 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 Applicant/Contractor, his agents, representatives, employees or subcontractors.

- a. All required insurance shall be provided in the form of "occurrence"-type policies underwritten by admitted insurers in the State of California with a rating of A:VII or better from the current year Best Rating Guide. All policies must be issued at the expense of the Applicant/Contractor and must be maintained at the Applicant/Contractor's expense throughout the performance of the Work.
- b. The Applicant/Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California Labor Code Section 3700 and other applicable law. The Applicant/Contractor must verify that all Subcontractors comply with this requirement.
- c. Prior to issuance of the permit, the Applicant/Contractor must submit to the Agency certificates of insurance and endorsements evidencing that the Applicant/Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of 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 Applicant/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.
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 insurance would be invalid under Subsection (b) of Section 2782 of the Civil Code.

Minimum Limits of Insurance

Applicant/Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, 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 this 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: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or (2) the Applicant/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 additional insureds with respect to liability arising out of automobiles and other vehicles owned, leased, hired or borrowed by or on behalf of the Applicant/Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Applicant/Contractor including materials, parts or equipment furnished in connection with such work or operations. General and auto liability coverage can be provided in the form of an endorsement to the Applicant/Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Applicant/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 Applicant/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 to 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 Subsection (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

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

Verification of Coverage

Applicant/Contractor shall furnish the City with original certificates and amendatory endorsements as approved by the City effecting 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 effecting the coverage required by these specifications at any time.

Subcontractors

Applicant/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.

d. For each insurance policy required under the Permit (except for the required workers compensation insurance policy) the Applicant/Contractor must provide endorsements that add the City, its officers, officials, employees and volunteers as an additional insured. Such endorsements must: provide that the insurance required to be furnished by the Applicant/Contractor will be primary as regards the City, and that the City's insurance will be excess of and not contribute to the insurance required to be furnished by the Applicant/Contractor; that the City will receive 30 day written notice of any reduction or cancellation of such insurance required to be furnished by the Applicant/Contractor; and include a severability of interest clause acceptable to the City. Said endorsement shall be at least as broad as Insurance Services Office form number CG2010 (Ed. 11/85).

Indemnities.

- a. The Applicant/Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Applicant/Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Applicant/Contractor or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law, the Applicant/Contractor will indemnify, defend and hold harmless the City, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code) directly or indirectly arising from the performance of the Work ("Claims").

- b. The Applicant/Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees, volunteers, agents and the Engineer and Designer for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Applicant/Contractor's performance of the Work. The Applicant/Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.

- c. The Applicant/Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Applicant/Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, volunteers and consultants from such liability.

- d. Approval of the Applicant/Contractor's certificates of insurance and/or endorsements does not relieve the Applicant/Contractor of liability. The Applicant/Contractor will defend, with legal counsel reasonably acceptable to the City, any action or actions filed in connection with any Claims and will pay all related costs and expenses relating thereto, including attorney's fees incurred. The Applicant/Contractor will promptly pay any judgment rendered against the City, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the City, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Applicant/Contractor for any Claims, Applicant/Contractor agrees to pay the City, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees. "Claims" as used herein shall include all demands or requests for payment, reimbursement or damages whatsoever in

any way involving the Agreement or the Work related thereto.

In accordance with California Civil Code Section 2782(a), nothing in the Permit will be construed to indemnify the City for its sole negligence, willful misconduct, or for defects in design furnished by City. In accordance with California Civil Code Section 2782(b), nothing in the Agreement will be construed to impose on the Applicant/Contractor or to relieve the City from liability for the City's active negligence. By signing the Permit, the Applicant/Contractor acknowledges and agrees that the Applicant/Contractor has read and understands the insurance and indemnity requirements of the Permit, which are material elements of consideration.