

ENCROACHMENT PERMIT CONTRACT

The following items are required to obtain an encroachment permit with the City of Madera for work within the public right-of-way. Work performed under the encroachment permit includes all components of complete road, sidewalk, curb & gutter, median, sewer, water, storm drain, lighting, and landscaping improvements.

CHECKLIST:

- APPROVED CONSTRUCTION PLANS IF PLANS ARE REQUIRED AS A CONDITION OF PROJECT DEVELOPMENT.**
- APPROVED TRAFFIC CONTROL PLAN IF WORK REQUIRES A STREET/LANE CLOSURE ON A COLLECTOR OR ARTERIAL STREET (REVIEW FEE IS REQUIRED).**
- CONTRACTOR'S LICENSE FOR WORK TO BE PERFORMED.**
- CITY BUSINESS LICENSE.**
- ADEQUATE GENERAL LIABILITY INSURANCE AND ENDORSEMENT AS OUTLINED IN ATTACHMENT A.**
- PERMIT FEES (IN ACCORDANCE WITH LATEST FEE SCHEDULE).**
- IMPROVEMENT SECURITY IN THE FORM OF CASH BOND, CONTRACTOR'S LICENSE BOND, IRREVOCABLE LETTER OF CREDIT, OR APPROVED SURETY.**

GENERAL GUIDELINES

Any work or other obstruction in, over or on any public sidewalk, street, avenue, alley or public place in the City that requires inspection to ensure City owned facilities have been constructed to City standards or that creates a liability due to obvious safety concerns of the proposed activity requires an Encroachment Permit. Per Madera Municipal Code *"No person shall grade, prepare, subgrade, pave, excavate, or construct sewers, drains, curbs, gutters, driveways, sidewalks, manholes, catch-basins or similar structures or works in any street, alley, or way, which street, alley, or way is dedicated or proposed to be dedicated for public use, within the city unless and until a permit for the work has been issued by the Department in accordance with the provisions of this chapter."* ('61 Code, § 7-2.02) (Ord. 37 C.S., passed 12-4-62)

- Contractors working in the public right-of-way must have a Class A license or the appropriate specialty license(s) for the work to be performed. Per Madera Municipal Code, *"The person responsible for any work performed under the provisions of this chapter shall be licensed in accordance with the provisions of Cal. Bus. & Prof. Code Chapter 9 of Division 3 for the type or kind of work being performed."* ('61 Code, § 7-2.07) (Ord. 37 C.S., passed 12-4-62)
- Minimum \$202.00 for permit -OR- Itemized amount as set forth in the Master Fee Schedule for jobs that exceed the minimum fee when itemized.
- Improvement Security - Permit applicant, shall prior to the issuance of the permit, furnish to the City, in a form acceptable to the city, improvement security securing the faithful performance of all construction work that will occur in the City's right-of-way. If construction work is planned to begin prior to relocation of other utilities (PG&E, cable, AT&T) that conflict with road improvements, the security shall also include the cost of those relocations.

Insurance Requirements for Individuals and Contractors Working in the Public Right-of-Way

For the purposes of this document, any individual or contractor seeking a permit to work in the public right-of-way will be referred to as "Contractor." 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 identified in the applicable encroachment permit and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury, and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
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- \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
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- Worker's Compensation as required by the State of California.

If Contractor maintains higher limits than the minimums required above, the City shall be entitled to coverage at the higher limits maintained by Contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The City of Madera, 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 policies shall be endorsed using ISO forms CG 20 10 and CG 20 37, or their equivalents.
- 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.

- 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.
- 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

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the contractor, its agents, employees, independent contractors, and subcontractors.

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. 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

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.