

**CITY OF ATWATER  
APPLICATION FOR  
ENCROACHMENT  
PERMIT**

NO.

FOR CITY USE

DATE

Engineering Division Community  
Development City of Atwater  
1350 Broadway Ave  
Atwater, CA, 95301

Phone: (209) 357-6233  
E-mail: [engineering@atwater.org](mailto:engineering@atwater.org)

The undersigned hereby applies for permission to excavate, construct, and/or otherwise encroach on the City right of way by performing the following work: Below, applicant will fully describe what they wish to do using reverse side or extra sheet if necessary.

Attach sketch, traffic control plans, site plan, or approved City improvement plans if applicable

Site Address

Estimated Start and End Dates, Working Hours

Applicant:

Email:

Address:

Phone:

Contractor:

Email:

Address:

Phone:

License #:

Class:

City Bus. Lic No.

Applicant Signature:

Contractor Signature:

Date:

Date:

**Review Encroachment Permit Checklist on the following page and attach all relevant information to this application.**

# CITY OF ATWATER

GENERAL SERVICES DEPARTMENT  
ENGINEERING DIVISION



## Encroachment Permit Checklist

Type of Permit

Date Permit Request Received \_\_\_\_\_

- ☐ Encroachment  
☐ Well  
☐ Pool

- |                                                                                                                       |                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| 1. Applicant and Contractor information filled out completely                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No                                           |
| 2. Verified and filed contractor's state license and classification information (attach copy of CSLB info for review) | <input type="checkbox"/> Yes <input type="checkbox"/> No                                           |
| 3. Contractor has a current City of Atwater business license                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No                                           |
| 4. Liability Insurance naming City of Atwater as additionally insured on file.                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No                                           |
| 5. Erosion and Sediment Control Plan Required                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No                                           |
| 6. Traffic Control Plan Required                                                                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No                                           |
| 7. Submitted for Review to:                                                                                           | <input type="checkbox"/> _____<br><input type="checkbox"/> _____<br><input type="checkbox"/> _____ |

Site Conditions: \_\_\_\_\_  
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\_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_

**FOR ANNUAL MAINTENANCE PERMIT USE ONLY**

This maintenance permit is used to supplement an already approved encroachment permit.

Maintenance to be done:

Address:

Contractor:

Email:

Address:

Phone:

License No.

Class:

City Bus. Lic No.

**Before submittal:**

- Attach relevant plans or sketches for work to be done
- Attach traffic control plans to be used
- Attach current liability insurance

City Approved Encroachment No.

**By signing below, the applicant acknowledges that all the information listed on the original encroachment application is correct and current. Any changes of information to the encroachment permit will require a new encroachment permit to be submitted for approval.**

**Applicants Signature:**

**Date:**

## **ADDITIONAL APPLICATION PROVISIONS**

**INSURANCE REQUIREMENTS.** Before beginning any work under this Encroachment Permit, pursuant to Section 2.42.030 of the City's Municipal Code, Applicant, at its own cost and expense, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work requiring this Permit by the Applicant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Applicant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Verification of the required insurance shall be submitted and made part of this Application for Encroachment Permit prior to execution. Applicant shall maintain all required insurance listed herein for as long as the encroachment continues under this Permit.

**A     Workers' Compensation.** Applicant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Applicant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, Applicant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City. The insurer, if insurance is provided, or the Applicant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed requiring this Encroachment Permit.

**B.     Commercial General and Automobile Liability Insurance.**

1.     **General requirements.** Applicant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for as long as this Encroachment Permit is used in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work requiring this Permit. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work requiring this Permit or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities requiring this Permit, including the use of owned and non-owned automobiles.
2.     **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
3.     **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
  - a.     The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Applicant; or automobiles owned, leased, hired, or borrowed by the Applicant.
- c. For any claims related to the work requiring this Permit, the Applicant's insurance covered 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's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

**C. All Policies Requirements.**

- 1. **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 2. **Verification of coverage.** Prior to beginning any work requiring this Encroachment Permit, Applicant shall furnish City with complete copies of all policies delivered to Applicant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Applicant beginning work, it shall not waive the Applicant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 3. **Deductibles and Self-Insured Retentions.** Applicant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the work requiring this Permit. 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, employees, and volunteers; or the Applicant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4. **Subcontractors.** Applicant 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.

**INDEMNIFICATION.**

Applicant shall, to the fullest extent allowed by law, with respect to all performance requiring this Encroachment Permit, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Applicant, ("Claims"). Applicant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.