



# City of Westminster

8200 Westminster Blvd., Westminster, California 92683

(714) 898-3311 FAX (714) 895-4499

## RIGHT-OF-WAY ENCROACHMENT PERMIT AGREEMENT

LOCATION OF WORK: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_

CITY BUSINESS LICENSE NO.: \_\_\_\_\_

1. **SKETCH OR PLANS ARE REQUIRED**
2. **INSPECTION IS REQUIRED**
3. Notify Engineering Division 24 hours prior to day of start of work. **714-548-3465**
4. Any interference with normal traffic movement must have prior approval of the Engineering Division.
5. Soils test may be required.

INSTALLATION	LENGTH OR AREA
SIDEWALKS	
DRIVEWAYS	
CURB & GUTTER	
CROSS GUTTER	
WATER LINES	
STORM DRAINS	
TRENCHING	
PAVEMENT	
SEWER	
OTHER	
ISSUANCE FEE	

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, CLOSE TRAFFIC LANES AND/OR OTHERWISE ENCROACH ON CITY PUBLIC RIGHT-OF-WAY FOR THE FOLLOWING PURPOSE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS:** Applicant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at applicant's sole expense, from and against any and all claims, actions, suits, damage to property or injuries to or death of any person or persons, including attorneys' fees, or other legal proceedings brought against the City, its elected and appointed officials, officers, agents, and employees arising out of the performance of the applicant, its employees, contractors, and/or subcontractors, of the work undertaken pursuant to this Permit. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the applicant, its employees, contractors, and/or subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the applicant, its employees, contractors, and/or whenever any claim, action, complaint, or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the applicant, its employees, contractors, and/or subcontractors under this Permit, whether or not the applicant, its employees, contractors, and /or subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the applicant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

**INSURANCE:** The Contractor shall procure and maintain, during the entire term of this Agreement, the insurance coverage as set forth in the City's "Insurance Requirement for Contractors," attached hereto as Exhibit "A" and incorporated herein by this reference.

By signing this document the applicant affirms that they have the authority to act on behalf of the person/organization for whom this permit is being issued.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR CITY USE ONLY:**

Total fee: \_\_\_\_\_

Issued by: \_\_\_\_\_

Permit No.: \_\_\_\_\_

Notify the following utility companies before starting work:

So. Cal. Gas Co.

Telephone Co

Cable Co.

So. Cal. Edison

**Important notice:**  
Section 4216/4217 of the Government Code requires a Dig Alert Notification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert ID number, call:  
**Underground Service Alert**  
**TOLL FREE: 1-800-422-4133**  
two working days before you dig.

## Exhibit "A"

### STANDARD INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain throughout the duration of this Agreement, 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 CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance that expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section (*fill in appropriate section #*) or the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property.

#### I. Minimum Scope and Limits of Insurance

- A. Commercial General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 001 ED. 11/88, with a limit of not less than \$1,000,000 each occurrence.
- B. Business Automobile Liability Insurance. CONTRACTOR shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 000 T ED. 6/92, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. Workers' Compensation and Employers' Liability Insurance. CONTRACTOR shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

#### II. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to the CITY. Any deductible or self-insured retention exceeding \$5000 or 5% of the contract value (whichever is greater) must be approved by the CITY.

#### III. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

- A. Commercial General Liability, Business Automobile Liability.

The CITY, its elected and appointed officials, officers, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations; or with respect to liability arising out of automobiles owned, leased,

hired or borrowed by or on behalf of the CONTRACTOR. Such coverage as an additional insured shall not be limited to the period of time during which the CONTRACTOR is conducting ongoing operations for the CITY but rather, shall continue after the completion of such operations. 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 Civil Code §2782(b). The coverage shall contain no special limitations on the scope of its protection afforded to the CITY, its officers, employees and volunteers. (NOTE: In lieu of a Commercial General Liability policy with this endorsement, CONTRACTOR may supply a separate owner's policy.)

B. Commercial General Liability, Business Automobile Liability.

This insurance shall be primary insurance as respects the CITY, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the CITY, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

C. Workers' Compensation/Employers' Liability.

Insurer shall waive their right of subrogation against CITY, its officers, employees and volunteers for work done on behalf of the CITY.

D. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

IV. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the CITY with current BEST'S ratings of no less than B+, Class X. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the CITY, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if CONTRACTOR evidences the requisite need to the sole satisfaction of the CITY.

V. Verification of Coverage

CONTRACTOR shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, CONTRACTOR shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before work commences. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.