



CITY OF FORT BRAGG

ENCROACHMENT PERMIT

416 N. FRANKLIN STREET  
FORT BRAGG, CA 95437  
(707) 961-2823

## NOTICE TO ENCROACHMENT PERMIT APPLICANTS

(Owners and Contractors)

Please review the attached *Encroachment Permit and Insurance Requirements* carefully to ensure your insurance is in **full compliance** with requirements for encroachment on City rights-of-way.

### **INSURANCE:**

Insurance which is not in compliance at permit submittal will require additional review time. This is especially true of submittals that are not on City-approved forms. Additional review time will significantly increase the approval time for the permit as well as the likelihood of additional fees. Please confer with your insurance broker before insurance is submitted and plan the scheduling of your encroachment projects accordingly.

### **FEES:**

**The current fees for an encroachment permit issued by the City of Fort Bragg are as follows:**

Permit Review and Issuance Fees: \$95

Additional Fees applied based on work categories listed in City fee schedule.

Work performed without a permit will incur double permit fee.

### **APPLICATION CHECKLIST:**

A complete application consists of the following items. Please ensure that they are all submitted together.

- Completed Encroachment Permit Application (2-page permit);**
- Plans/drawing/sketches for the proposed work;**
- Completed Certificate of Insurance (ACORD Form);**
- General Liability Additionally Insured endorsement (CG 20 10, 20 12, 20 26, 20 33, or 20 38 and CG 20 37, 20 39, or 20 40);**
- Primary, Non-contributory endorsement (CG 20 01 04 13)**
- Automobile Insurance endorsements;**
- Proof of Workers Compensation Insurance with Waiver of Subrogation (if applicable);**
- Copy of proof of valid Fort Bragg Business License (If applicable).**



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{This section for City Use Only}

Permit No: #EP- \_\_\_\_\_  
Original Permit to Permittee: \_\_\_\_\_  
Date/Initials \_\_\_\_\_  
Community Development File ec: \_\_\_\_\_  
Community Development E-File ec: \_\_\_\_\_  
Permit Finaled: \_\_\_\_\_  
Date/Initials \_\_\_\_\_

Work To be Performed By:      Owner      Contractor:

Permittee: \_\_\_\_\_ Phone: \_\_\_\_\_  
Permittee Address: \_\_\_\_\_ Email: \_\_\_\_\_  
Work Site Address: \_\_\_\_\_  
Contractor's Name: \_\_\_\_\_ Contractor License No: \_\_\_\_\_  
Contractor's Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

This permit is to be strictly construed and no work or activity other than that specifically mentioned below is authorized hereby. Subject to all the terms, conditions, and restrictions written hereon or attached hereto, permission is hereby granted Permittee for the following described work: \_\_\_\_\_

**(Call Public Works at (707)961-2827 at least 24 hours prior to start of work or request for inspection.)**

Work shall not proceed until the permit is approved by the City of Fort Bragg. Work performed without a permit will incur double permit fee. This permit shall expire 90 days from the approved date unless and extension is requested by the applicant. Failure to complete the work within that time frame will require a new permit application and fees to be submitted and approved prior to the start of work. **Permittee shall call and file a ticket with USA North (Call 811 before you dig) online or at 811 a minimum of 48 hours before any digging or excavation to locate existing underground utilities.**

To the full extent permitted by law, Permittee and Contractor (if applicable) shall indemnify, hold harmless, release, and defend the City of Fort Bragg, its officers, elected officials, employees, agents, and volunteers from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Permittee, in whole or in part, arising out of Permittee's activities hereunder, including the activities of other persons employed or utilized by Permittee in the performance of this Written Agreement (including design defects and regardless of City approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the sole negligence or willful misconduct of the City of Fort Bragg. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Permittee under Worker's Compensation, disability or other employee benefit acts or the terms, applicability, or limitations of any insurance held or provided by Permittee and shall continue to bind the parties after termination/completion of this Permit. For purposes of Indemnity and Additional Insured Endorsement requirements, work shall be deemed to be performed for the City of Fort Bragg if the work is performed for or by parties who have been issued a permit by the City of Fort Bragg. Any contractor hired to perform work under this permit must also sign the application.

**THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH THE CITY OF FORT BRAGG STANDARDS AND SUBJECT TO THE PERMIT'S TERMS AND CONDITIONS, INCLUDING INSURANCE REQUIREMENTS ON PAGE 2 OF THIS PERMIT, AND SUBJECT TO INSPECTION AND APPROVAL.**

*No construction work shall be performed under this permit unless signed & stamped APPROVED by the City of Fort Bragg {This section for City of Fort Bragg Use Only}*

[STAMP HERE]

Initial: \_\_\_\_\_

Site Inspection Required:      Yes      No

\_\_\_\_\_  
Permittee Signature      Date

\_\_\_\_\_  
Contractor Signature      Date

\_\_\_\_\_  
APPROVED: City of Fort Bragg      Date

## CITY OF FORT BRAGG INSURANCE REQUIREMENTS

Without limiting Permittee's indemnification provided herein, Permittee shall procure and maintain, throughout the period of this Permit, the following policies of insurance placed with insurers with a current A.M. Best's rating of no less than A:VII against injury to persons or damage to property which may arise from or in connection with the activities hereunder of Permittee, its agents, employees or subcontractors:

- A. Commercial General Liability Insurance** at least as broad as ISO Commercial General Liability coverage (occurrence form CG 00 01) with a minimum coverage of not less than \$1,000,000 per Occurrence; \$2,000,000 General Aggregate for bodily injury, personal injury, and property damage. Excess or umbrella liability insurance may be used to meet limit requirements. Coverage must be at least as broad as specified for the underlying coverages and shall meet all permit requirements.
- B. Automobile Liability Insurance** with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 ("any auto") with minimum coverage of not less than \$1,000,000 per accident for bodily injury and property damage for vehicles used in the performance of this Permit. If Permittee owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Permittee or Permittee's employee(s) will use personal autos in any way in conjunction with this permit, Permittee shall provide evidence of personal auto liability coverage for each such person.

The general liability and automotive liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) **Additionally Insured** - The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Permittee's insurance at least as broad as one of the following ISO Ongoing Operations Forms: CG 20 10 or CG 20 12 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO Completed Operations Forms: CG 20 37, 20 39 (not allowed from subcontractors), or CG 20 40.
  - 2) **Primary Coverage/Non-Contributory** - For any claims related to this contract, the Permittee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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 Permittee's insurance and shall not contribute with it.
  - 3) **Waiver of Subrogation** - Permittee hereby grants to City a waiver of any right to subrogation which any insurer of said Permittee may acquire against the City by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- C. Worker's Compensation** as required by the State of California with coverage in the statutory amounts and Employer's liability insurance with minimum coverage of not less than \$1,000,000 per accident for bodily injury or disease. 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 of subrogation against the City, its officers, employees, agents, and volunteers for losses paid under the terms of this policy which arises from work performed by the Permittee. **If Permittee has no employees, Permittee may sign and file the following certification in lieu of insurance:**

*"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."*

Permittee signature: \_\_\_\_\_ Date: \_\_\_\_\_

- D. Notice Of Cancellation** - Permittee shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Permittee shall forthwith obtain and submit proof of substitute insurance.
- E.** Permittee shall furnish City with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by City. Any deductible or self-insured retention shall be disclosed to and approved by City.

FOR CONSTRUCTION PROJECTS ONLY  
WORKER'S COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

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, for the performance of work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier

Policy Number

**(This section need not be completed if the permit is for one hundred dollars (\$100) or less.)**

I certify that, in the performance of the work for which this permit is issued, 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.

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

Signature: \_\_\_\_\_

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**