



## DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

### APPLICATION INFORMATION FOR ENCROACHMENT PERMIT

**AUTHORITY.** Lompoc Municipal Code, Title 12, Section 12.010 requires that an encroachment permit be obtained from the City Engineer before construction of street work in any street or alley in the City, to place any obstruction upon the surface thereof or to change the surface or grade of any such street or alley. Such work authorized shall be completed in the manner required by the permit and to standards of design and construction adopted by the City.

**APPLICATION.** Before the Engineering Division can review your request for an encroachment permit the attached Encroachment Permit Application Form shall be completed and returned along with a *Drawing* of the work and a *Certificate of Insurance*, including amendatory endorsement(s), to the Engineering Division. The Engineering Division will determine the permit fee after receipt of a completed application.

Allow three (3) working days for processing and issuance of permit after information has been submitted. If you have any questions concerning your Encroachment Permit Application call the Engineering Division at 875-8281 or 875-8280.

**DRAWING.** Submit a drawing of the project, giving dimensions, and showing locations of trees, utilities and structures within 25 feet of project boundaries. This drawing should be on an 8 1/2" x 11" sheet. (*See Example Drawing on back of Encroachment Permit Application Form*)

**INSURANCE.** Lompoc Municipal Code, Title 12, Section 12.050 requires that prior to the issuance of an encroachment permit the applicant shall file a certificate of insurance with a responsible carrier insuring the applicant and the City against liability for damages to persons or property arising out of the work covered by the permit.

By accepting the permit the applicant shall be deemed to agree to hold the City, the City Council and officers and employees of the City free and harmless from damage or injury to any person or property arising from this work or installation, and to be liable for the settling of paving or other work covered by the permit until twelve months after completion.

- COVERAGE SHALL BE AT LEAST AS BROAD AS:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
- Workers Compensation insurance as required by the State of California and Employer's Liability Insurance.
- APPLICANT SHALL MAINTAIN LIMITS NOT LESS THAN:
  - General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS - must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its trustees, 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.
- GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES - are to contain, or be endorsed to contain, the following provisions:
  - The City, its officials, officers, 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 Applicant 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 Applicant's insurance, or as a separate owner's policy.
  - For any claims related to this project, the Applicant's insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, officers, employees, or volunteers shall be excess of the Applicant'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.

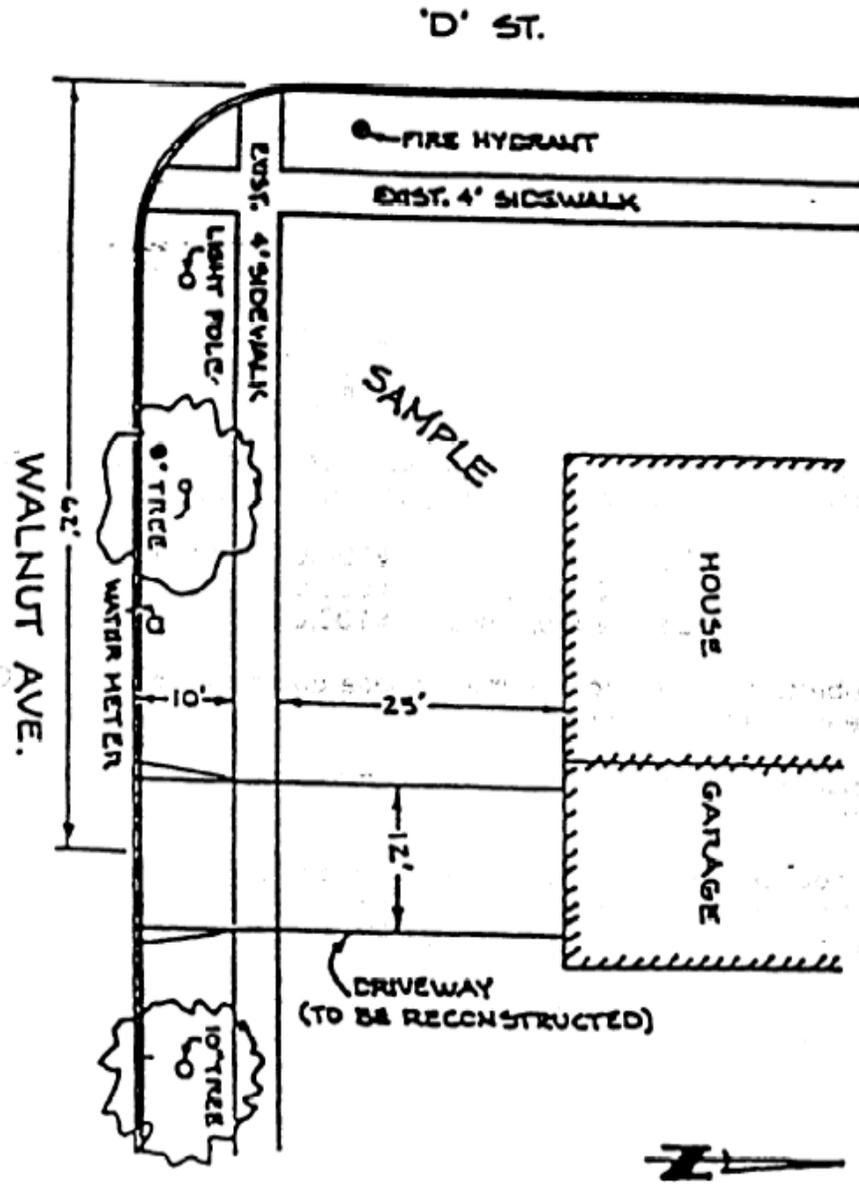
- **RATING** - Insurance shall be placed with insurers with a current A.M. Bests rating of no less than A:VII.
- **CERTIFICATES AND ENDORSEMENTS** - Applicant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and 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 affecting the coverage required by these specifications at any time. See attached examples of Certificate of Liability Insurance and Amendatory Endorsement.
- **SUBCONTRACTORS** - Applicant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage and limits for subcontractors shall be subject to all to all the requirements stated herein.

**PERMIT FEE SCHEDULE.** The encroachment permit fee is based on the following charges:

Concrete Improvements (curbs, sidewalks or driveways) Under \$5,000.....	\$245.00
Water Service Connection.....	\$305.00
Sewer Connection.....	\$290.00
Dry Utility Trenching/Boring – Elec., Tele., Cable.....	\$245.00
Asphalt Pavement by City, up to 1 Ton (26SF).....	\$395.00
Asphalt Pavement by City, up to 2 Ton (52SF).....	\$790.00
Lane Closure Fee .....	\$80.00
	Plus \$45.00 Per Day Inspection Fee

For work exceeding \$5,000 the inspection fee will be \$80.00 plus 5% of the itemized construction cost based on Engineering Division's Current Fee Calculator posted on the City web: <http://www.cityoflompoc.com/PublicWorks/engineering.htm>

# EXAMPLE DRAWING



# EXAMPLE

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

**Name of Persons or Organization:**

City of Lompoc, Its Officials, Officers, Employees and Volunteers.

Re: (Name of project and location)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations applicable to this endorsement.)

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with the respect to liability arising out of or related to “your” work” or its supervision for that insured by or for you.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

# EXAMPLE

INSURED

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

COMPANY  
A

COMPANY  
B

COMPANY  
C

COMPANY  
D

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
A	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
	<b>EXCESS LIABILITY</b>				AGGREGATE	\$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT	\$
	<input type="checkbox"/> INCL				EL DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/> EXCL				EL DISEASE - EA EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(NAME OF PROJECT & LOCATION HERE)

### CERTIFICATE HOLDER

City Of Lompoc - ~~ENGINEERING~~  
100 Civic Center Plaza  
Lompoc, CA 93436

### CANCELLATION: Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~THE COMPANY SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE PREMIUM~~

AUTHORIZED REPRESENTATIVE