



**ENCROACHMENT PERMIT  
GENERAL PERMIT PROVISIONS**

1. The permittee shall keep himself adequately informed of all State and Federal laws and local ordinances and regulations which in any manner affect the permit.
2. All work shall be in accordance with the Town of Corte Madera Municipal Code, Marin Uniform Construction Standards (MUCS), the Standard Specifications of the Cities and County of Marin, latest edition, and State Standard Specifications.
3. The permittee shall give the Director notification 48 hours before beginning any work, and upon completion.
4. All traffic control shall be in compliance with the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones - latest edition. When requested by the Director of Public Works, a traffic control plan shall be submitted by the applicant and approved by the Town.
5. Approval of temporary closure of a public street shall be applied for **2 weeks in advance**, and the permittee shall notify the police, fire, ambulance services, Public Works Department, Golden Gate Transit, Mill Valley Refuse and local school districts of the closure. Any permit issued for road closure will be suspended during periods of extreme fire danger (red flag days), unless waived by the Director of Public Works.
6. The contractor shall provide continuous ingress and egress to all adjacent properties.
7. The permittee shall be responsible for all liability for personal injury or property damage which may arise out of work herein permitted, and shall hold the Town of Corte Madera harmless of all damages caused by this encroachment.
8. Any damage to public improvements and other private properties caused by the permittee's work shall be restored by the permittee at his/her own expense. Dust shall be controlled as required by the Director of Public Works.
9. Permittee shall ensure that any omission on the part of the Director to specify lights, barriers or other protective measures and devices in the permit shall not excuse the permittee from complying with all requirements of law and appropriate regulations and ordinances for adequately protecting the safety of those using public streets. Open trenches shall not be allowed overnight. Permittee shall provide steel plates, or other materials, to the satisfaction of the Director.
10. By the acceptance of the permit, the permittee agrees to repair damage to any portion of the street which occurs as a result of work done under the permit for a period of 1 year after completion.
11. The Permittee shall be responsible for any curb ponding or other drainage impacts to the street/right-of-way caused by the permittee's work.
12. All trench sections within the right-of-way shall comply with drawing numbers 991 and 992 Type D of the MUCS. Unless a substitute is approved by the Director of Public Works, pipe bedding, initial backfill and intermediate backfill material shall be Class II aggregate base conforming to Section 26 of the State Standard Specifications.
13. Sidewalk underdrains and curb outlets shall be 3" diameter cast iron or PVC C-900 pipes of sufficient number to handle the flow, or in accordance with MUCS Drawing No. 201. A junction box with a lid for clean out shall be located on the property side of the sidewalk. Sidewalk cuts shall be from scoremark to scoremark, and every attempt shall be made to match the adjacent sidewalk in both texture and color.
14. The minimum cover over all pipes larger than 2-1/2 inches shall be 30 inches in the street and 18 inches behind the curbs.
15. Underground Service Alert (USA) 1-800-642-2444 shall be notified 48 hours prior to the commencement of work.
16. Permittee shall employ best management practices (BMPs) as appropriate from the California Stormwater Best Management Practice Handbook for Construction Activity, 1993, or latest edition, to control and prevent the discharge of sediment, debris and other construction related wastes to the storm drainage system, including, but not limited to, general construction, concrete and mortar application, heavy equipment operation, road work and paving, and earth-moving activities. An erosion and sediment control permit may be required as determined by the Director of Public Works.
17. The permittee shall restore the right-of-way or watercourse to the same condition existing prior to work at his/her own expense.
18. Unless approved, no material or equipment shall be stored within the right-of-way.
19. Any monument or reference point shall not be removed or disturbed.

\_\_\_\_\_  
Owner/Applicant Signature

\_\_\_\_\_  
Date

## INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMITS

Contractor shall procure and maintain for the duration of the contract, 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.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location of the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

### Deductibles or Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

### Other Insurance Provisions

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

1. The Entity, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Entity, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or provisions of the policies including breaches of warranties shall not affect coverage provided to the Entity, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail. Return receipt requested, has been given to the Entity.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

### Verification of Coverage

Contractor shall furnish the Entity with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by this insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity. All endorsements are to be received and approved by the Entity before work commences. As an alternative to the Entity's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

### 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.

\_\_\_\_\_  
Owner/Applicant Signature

\_\_\_\_\_  
Date