



CITY OF ST. HELENA
OFFICE OF THE DIRECTOR OF PUBLIC WORKS
1480 MAIN STREET
ST. HELENA, CA 94574
707.967.2792/PHONE • 707.963.7748/FAX

**NOTICE TO ENCROACHMENT PERMIT/CONTRACT APPLICANTS
(Owners and Contractors)**

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

Insurance which is not in compliance at the time of your Encroachment Permit/Contract Application may take up to two (2) weeks to obtain the required documents from your insurer. Please plan the scheduling of your encroachment projects accordingly.

PLEASE NOTE: IT IS REQUIRED TO CONTACT UNDERGROUND

SERVICE ALERT (USA), MARKING 48 HOURS PRIOR TO ANY GROUND

DISTURBANCE.

(USA 800-227-2600)

Public Works



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ENCROACHMENT PERMIT/CONTRACT AND INSURANCE REQUIREMENTS

Dear Contractor or Owner:

Many times during various projects it is necessary for Contractors or Owners to encroach upon the public-right-of-way (street, parking lane, or sidewalk). In such a case, the Contractor or Owner must procure an Encroachment Permit/Contract from the St. Helena Department of Public Works by meeting both the Permit/Contract and insurance requirements. (Note: This process may take as long as two (2) weeks.)

(Note: The Encroachment Permit/Contract Fee is Non-Refundable)

Encroachment Permit:

Definitions: Major = \$2 Million or greater
Minor = \$1 Million

Long Term = 3 days or more
Short Term = 1 to 2 days

Categories (Including but not limited to):

Major Long Term (\$2 Million or more/3 or more days)
Sidewalk Construction
Curb and Gutter Construction
Underground Utility Work
Street Repair

Minor Long Term (\$1 Million/3 or more days)

Banner Hanging

Major Short Term (\$2 Million or more/1-2 days)
Street Closures
House Moving
Manufactured Home Delivery
Equipment Delivery

Minor Short Term (\$1 Million/1-2 days)

Tree Pruning
Window Washing
Painting
Awnings
Trash Cans
Block Party Side Street
Sidewalk, Trip Hazard Repair

INSURANCE REQUIREMENTS
REQUIRED FOR ALL MAJOR AND MINOR PERMIT/CONTRACTS

Insurance Requirements: The following documents showing evidence of insurance coverage, per City requirements, must be submitted and compliant prior to the Permit/Contract approval.

- A. *Certificate of Liability Insurance* (e.g. “ACORD”). Policy numbers are required for and on all documents submitted. *Separate* endorsements are required for **B, C, and E** below.

In the **Cancellation section**, strike out the words “endeavor to” and “but failure... representatives”; i.e. at least 30-days written notice mailed to the certificate holder (i.e. City of St. Helena) is required.

In the **Description section**, it must name **“The City of St. Helena, its agents, officers, officials, employees and volunteers”** as additionally insured *or* name **“The City of St. Helena”** as additionally insured, as required by **“Permit/Contract”**.

Please note: **the Certificate of Liability Insurance is not sufficient evidence of insurance.**

- B. An *Additional Insured* endorsement page, which includes primary coverage language, for *General Liability* (listing all contractors and sub-contractors working) naming **“The City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers”** as additionally insured *or* naming **“The City of St. Helena”** as additionally insured, as required by **“Permit/Contract”**. (\$ major or minor required limits per occurrence) (See page 6 for the sample ISO forms CG 20 12 07 98)
- C. An *Additional Insured* endorsement page, including primary coverage language, for *Auto Liability* naming **“The City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers”** as additionally insured *or* naming **“The City of St. Helena”** as additionally insured, as required by **“Permit/Contract”**.(\$ major or minor required limits per accident bodily injury and property damage.)
- D. The *declaration page* of your *Workers’ Compensation* (statutory) policy including Employer’s Liability. (\$ major or minor required limits per injury.)
- E. A *Waiver of Subrogation* for *Workers’ Compensation* coverage for **“The City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers”** or a “blanket” Waiver of Subrogation – either of which must include the relevant policy number.

If you know that you will be working in the public right-of-way on a regular basis, you may wish to provide the City of St. Helena with the required insurance documents at the beginning of your renewal period. This can be arranged with your insurance carrier.

“REQUIRED INSURANCE FORM”

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS - PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:

The City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers

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

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

- a.** “Bodily injury,” “property damage” or “personal and advertising injury” arising out of operations performed for the state or municipality; or
- b.** “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

Must reference/include insured’s policy #

Should also include: effective dates, insured’s name

Signature – Authorized Representative

Address

**CITY OF ST. HELENA
ENCROACHMENT PERMIT
APPLICATION**

PERMIT # _____

**TO: DEPARTMENT OF PUBLIC WORKS
1480 MAIN STREET
ST. HELENA, CA 94574**

Applicant: _____
(Property Owner or Contractor)

Email: _____

Phone: _____

Job Location: _____

I (or we) hereby apply for an encroachment permit to carry out the following work:

Estimated Start Date _____ Estimated Completion Date _____

DIAGRAM OF LOCATION OF PROPOSED WORK
Attach diagram on separate sheet(s) if necessary

Permittee agrees to comply with all ordinances, regulations, specifications and conditions which may apply or be required as a condition of this Permit/Contract. (See insurance requirements and general and special conditions pages).

Permittee shall indemnify, defend and hold harmless The City of St. Helena and its agents, officers, officials employees and volunteers in interest from and against all claims, damages, losses and expenses including attorney fees arising out of or in connection with work performed under this Permit/Contract, except where caused by the sole negligence or willful misconduct of The City of St. Helena. This obligation of Permittee to indemnify, defend and hold harmless shall continue in effect after the completion of the project authorized under this Permit/Contract.

*****State Law required U.S.A. to be alerted for all underground work two (2) working days prior to start date*****

Applicant: _____
Signature Title Date

Conditions: _____

Approved By: _____
Public Works Staff Date

GENERAL PERMIT/CONTRACT REGULATIONS

1. Work done under this Permit/Contract shall be in accordance with the Standard Specifications of the Department of Public Works, State of California, Division of Highways, the Municipal Code and specifications and the provisions enumerated herein.
2. Applicants must obtain all other permits required by other public or private agencies or individuals necessary in order to perform the intended work. If this provision is not complied with, this Permit/Contract shall be null and void.
3. Authorizations for any installation granted by virtue of this permit/contract are revocable at any time.
4. Maintenance of the encroachment is strictly the responsibility of the Permittee.
5. Should construction, reconstruction or maintenance work on the highway be required, any installation authorized by this Permit/Contract shall, upon order of the Director of Public Works, be promptly removed or relocated by and at the expense of the Permittee.
6. The Permittee shall provide, erect and maintain all warning signs, lights, barriers or other devices necessary for the protection of the public. If an Encroachment Permit/Contract is being requested for a large dumpster to encroach upon a city street, reflective strips or safety cones shall be used as a warning device.
7. During work on city streets at least one 12-foot wide traffic lane shall be open at all times unless otherwise specifically authorized.
8. Existing drainage conditions must be provided for in every instance. Nothing contained herein shall be construed as relieving the Permittee of responsibility.
9. There shall be a minimum of thirty (30) inches of cover over all pipes or conduits installed except as may be specifically authorized by the Permit/Contract.
10. Permittee shall notify the Director of Public Works three (3) days prior to the commencement of any work authorized by this Permit/Contract.
11. Insurance is required as set forth in the attached document.
12. The Permittee shall obtain a noise permit from the St. Helena Police Dept. if working or operating machinery outside the standard construction hours of 8:00am to 5:00pm, or Sundays and Holidays.

CONDITIONAL PERMIT INSTRUCTIONS FOR PG&E AND AT&T

1. The contractor shall complete and submit a City of St. Helena encroachment permit application at least 72 hours prior to start of work. The permit application can be found at www.sthelenacity.com
2. AT&T/PG&E shall provide proof to the City of St. Helena that the contractor meets City insurance requirements required by this permit.
3. The contractor shall provide the USA tags and traffic control plans at submittal of encroachment permit application.
4. The contractor will not be required to pay the encroachment permit fee if AT&T/PG&E have already done so.
5. Contractor shall pothole or accurately locate all water, sewer, and other utility laterals in the area of new poles or grounding rods.
6. Contractor shall assure minimum three foot ADA access surrounding pole.

NOTE: ALL INSURANCE DOCUMENTS MUST BE SUBMITTED PRIOR TO APPROVAL