

# City of San Pablo

## Encroachment Permit Application



CITY of SAN PABLO  
City of New Directions

Public Works Department  
Engineering Division

Public Works Department Encroachment Permit Application (rev 040122)

I of 2

An encroachment permit is required for any work that is performed in the City right-of-way ([Muni Code Section 12.08.440](#)). The Public Works Department administers encroachment permits, provides oversight for general public safety, any use, operation, construction, or placement of objects in the Public's Right of Way, and assures the work being performed is inspected to meet City standards. Failure to obtain an encroachment permit will be subject to fees and penalties.

**DIRECTIONS:**

Complete this application form and submit with all required documents listed in Section #3. Payment may be submitted by check made out to "City of San Pablo" or by credit card using the [Credit Card Authorization Form](#) available on City's website.

**FOR QUESTIONS AND SUBMITTALS:**

San Pablo City Hall, Public Works Department (2<sup>nd</sup> Floor), 1000 Gateway Avenue, San Pablo, CA 94806  
Tel.: (510) 215-3060 | Fax: (510) 215-3013 | Email: [PWEngineering@sanpabloca.gov](mailto:PWEngineering@sanpabloca.gov)

FOR STAFF USE ONLY
PERMIT NO. _____
RECEIVED ON _____
APPROVED BY _____

**#1 IDENTIFY YOUR PROJECT** All applicants must complete this section.

<b>Project Location:</b>	
As the <b>Permit Holder</b> of record who will be responsible and liable for the construction, this permit is to be issued in the name of: _____	
<input type="checkbox"/> Licensed Contractor	<input type="checkbox"/> Property Owner
<input type="checkbox"/> Engineer/Architect	<input type="checkbox"/> Other: _____

<b>Applicant Name:</b>	
Address:	
Email:	Phone:
<b>Project Owner</b> (if different from Applicant) Name:	
Email:	Phone:
<b>Engineer/Architect</b> (if applicable) Name:	
Email:	Phone:

<b>Project Duration:</b>	<b>Project Number:</b>
<b>Project Description:</b>	

**#2 LICENSED CONTRACTOR Contractor must complete this section.**

**2a –LICENSED CONTRACTOR** (To verify, visit Contractors State License Board: [www2.cslb.ca.gov/onlineservices](http://www2.cslb.ca.gov/onlineservices))

Company Name:	Address:	
License No.	License Class:	
<p>DECLARATION STATEMENT: I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect. By my signature below, I certify to each of the following:</p> <ul style="list-style-type: none"> <li>• I have read this construction permit application and the information I have provided is correct.</li> <li>• I agree to comply with all applicable City and County ordinances and state laws relating to construction.</li> <li>• I authorize representatives of this city or county to enter the project on-site and off-site for inspection purposes.</li> </ul>		
_____ Contractor Signature	_____ Print Name	_____ Date

**2b – WORKER’S COMPENSATION DECLARATION:** Failure to secure Worker’s 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.

I hereby affirm under penalty of perjury one of the following declarations: **(CHECK ONLY ONE BOX)**

I have and will maintain a certificate of consent to self-insure for workers’ compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. Policy No: \_\_\_\_\_

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 No:	Expiration Date:
Name of Agent:		Phone:

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.

\_\_\_\_\_  
Signature of Licensed Contractor  
or Property Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**#3 ACKNOWLEDGEMENT AND SIGNATURE All applicants must complete this section.**

I certify that I have read this application and state the above information is correct. I agree to comply with all City ordinances (including but not limited to [Title 12: Streets, Sidewalks, and Public Places](#) of the San Pablo Municipal Code) and state laws relating to construction, and hereby authorize representatives of the City of San Pablo to enter the project area (on-site and off-site) for inspection purposes. When this permit is approved, I agree to review all additional conditions of approval and comply with such during construction.

I also agree to save, indemnify and hold harmless the City and its agents against all liabilities, judgements, costs and expenses, which may in any way accrue against City in consequence of the granting of this permit.

\_\_\_\_\_  
Applicant/Permit Holder Signature

\_\_\_\_\_  
Date

# ENCROACHMENT PERMIT SUBMITTAL CHECKLIST

<b>ENCROACHMENT PERMIT SUBMITTAL CHECKLIST</b>  Required submittal is marked with X.	Application Form	Site/Construction Plan	Site-specific Traffic Control Plan	Liability Insurance <sup>(2)</sup>	Performance Bond <sup>(1)</sup>	San Pablo Business License <sup>(4)</sup>	Additional Comments
<b>MINOR TRAFFIC CONTROL (NO EXCAVATION):</b> This applies to setting up traffic control at shoulder or parking lanes and does not impact current travel lane and bike lane. Typical projects: dumpster and containers at parking lane, access to utility poles, vaults and cabinets.	X	X	X				
<b>MAJOR TRAFFIC CONTROL (NO EXCAVATION):</b> This applies to setting up traffic control that would require lane shift or lane closure of a vehicle travel lane or a bike lane. Typical projects include: access to utility poles and vaults and cabinets.	X	X	X	X			
<b>SIDEWALK, DRIVEWAY, CURB AND GUTTER:</b> This applies to demolishing, replacing and/or installing sidewalk, driveway, curb and gutter in the Public Right-of-way. Refer to appropriate City Standard Details on City's website for rebar size and spacing, concrete specification and other	X	X	X	X			
<b>STREET EXCAVATION:</b> This applies to excavating, trenching, drilling, potholing and restoration of any public street and sidewalk. Typical projects include: utility lateral connections, spot excavation to repair underground utilities, spot utility main line repairs. Refer to City Trench Backfill Detail (SA-08) for excavation, compaction and restoration requirement.	X	X	X	X	X	X	For sewer lateral, a valid West County Wastewater District (WCWD) permit is required.  Permit #: _____  Moratorium street conditions and additional conditions may apply.
<b>MAJOR ENCROACHMENT AND STREET EXCAVATION:</b> This applies to excavation related construction that will take longer than 5 working days. Typical projects include: utility relocation, installing or repairing underground pipe lines or other facilities. Refer to City Trench Backfill Detail (SA-08) for excavation, compaction and restoration requirement.	X	X	X	X	X	X	Moratorium street conditions and additional conditions may apply. Additional inspection fee per City's fully-burdened hourly rate may apply.

See notes on required documentation on next page.

## NOTES ON REQUIRED DOCUMENTATION

### 1. **Traffic Control Plan Requirement:**

California MUTCD traffic control templates are typically accepted for use on local and low volume streets (e.g. MUTCD TA-6, TA-10). On projects with lane closure or lane shift on a major collector street, an arterial street, or within 200 feet of a signalized intersection, a site-specific traffic control plan will be required.

- See Attachment 1A for TA-6 Shoulder Work with Minor Encroachment
- See Attachment 1B for TA-10 Lane Closure on Two-Lane Road Using Flaggers

### 2. **Liability Insurance Requirement:**

Proof of general liability insurance is required for work in City right of way and for any commercial work.

Minimum limit \$1,000,000 endorsement naming the “City of San Pablo” as additional insured. The endorsement can either specifically name the “City of San Pablo” or can be a “blanket additional insured endorsement” which covers any entity with which the insured contract has a contract.

- See Attachment 3 for an example of accepted form for proof of insurance.

### 3. **Performance Bond Requirement:**

A performance bond of 50% of the construction cost is required for excavation work on any public street and sidewalk, unless the work being performed is authorized by existing utility companies/agencies that have an established franchise agreement with the City (i.e. PG&E, EBMUD, WCWD, Verizon, AT&T, and Comcast). Sewer lateral pipes (owned and maintained by property owner) are excluded and will require a performance bond.

To release the performance bond, the contractor must schedule an inspection 6 months after the completion of the project and surface restoration.

- See Attachment 4 for a template of the performance bond. The original performance bond must be executed by a Surety or insurance company and include a Power of Attorney statement.

### 4. **San Pablo Business License:**

Any person who conducts business in the City or has a business based in the City must obtain a business license on or before the date the business commences. This includes all contractors working in City of San Pablo. Please visit [City's website](#), call (510) 215-3030 or email [businesslicense@sanpabloca.gov](mailto:businesslicense@sanpabloca.gov) to apply for or renew a San Pablo Business License.

## **ENCROACHMENT PERMIT STANDARD CONDITIONS OF APPROVAL:**

The following are standard conditions of approved permit unless otherwise specified by City staff.

These conditions will also appear on the backside of the inspection/job card for reference.

### **General Permit Conditions:**

1. Permittee shall be responsible for protection of structures and adjacent properties from distress or damage resulting from the work. City's review of application does not include review of excavation stability or effects on adjacent structures.
2. Permittee shall be responsible for proper handling and disposal of hazardous materials. Permittee shall bear full responsibility for cleanup of any spill of hazardous materials, including, but not limited to, notifications, HazMat responder costs, and traffic control.
3. Permittee shall be responsible for keeping City streets from becoming soiled due to any construction work. Any spillage from trucks hauling materials involved in the work shall be cleaned up immediately by permittee or his contractor.
4. Permittee shall be responsible for any damage to City street, City property, facilities or infrastructure resulting from the work. Any damaged pavement, striping, sidewalks or other City properties and facilities shall be repaired or replaced to greater or equal quality and to City's requirements.
5. Permittee shall be solely responsible for both on-site and off-site safety measures required by and related to the work. Such measures may include, but are not limited to, preventing public access into the work area and adequate vehicular and pedestrian traffic control.
6. City plan review, approval or inspection of facilities does not constitute a certification of code compliance or design adequacy, nor approval of workmanship, which are the responsibility of the engineer-of-record and/or the owner.
7. Applicant is responsible for securing permits if required by other agencies, including but not limited to the US Army Corps of Engineers, State Water Quality Control Board and State Department of Fish & Game.
8. Permittee shall comply with additional conditions of approval attached.
9. Permittee shall comply with current Clean Water Program Pollution Prevention best management practices during construction.
10. City Inspector is authorized to modify this permit to meet field conditions.
11. Approved permit package along with traffic control plan, construction plan and inspection job card must be on the construction site at all times.

### **Traffic Control:**

12. Traffic control involving lane closure or lane shift of a vehicle or bicycle lane is only permitted between 9:00AM to 4:00PM.
13. It is Permittee or Contractor's responsibility to post temporary No Parking signs no later than 72 hours prior to commencement of construction.

### **Excavation, Backfill and Restoration:**

14. Where approved plans or City Standard Details indicate a specified degree of compaction, results of test performed by a qualified testing agency or engineer shall be provided to the city upon request prior to covering the work. Failing test or failure to provide test results shall constitute a basis for rejection of the work by City Inspector.
15. Permanent pavement restoration shall be completed within two weeks of backfill.
16. Street excavation and restoration shall follow City's Standard Detail SA-08 Trench (T-cut) Backfill. A minimum of 24-inch is required between the edge of new saw cut or trench line and any existing cut line (lip of gutter, old trench or saw cut line). If the space is less than 24 inch, additional asphalt replacement is required to match the existing cut line. Additional requirements apply for streets on a moratorium list.
17. Permit holder/project owner will not be released from liability and responsibility until the City inspector signs off the FINAL status on the front side of this inspection card.

### Notes for Figure 6H-6—Typical Application 6 Shoulder Work with Minor Encroachment

#### Guidance:

1. All lanes should be a minimum of 10 feet in width as measured to the near face of the channelizing devices.
2. The treatment shown should be used on a minor road having low speeds. For higher-speed traffic conditions, a lane closure should be used.

#### Option:

3. For short-term use on low-volume, low-speed roadways with vehicular traffic that does not include longer and wider heavy commercial vehicles, a minimum lane width of 9 feet may be used.
4. Where the opposite shoulder is suitable for carrying vehicular traffic and of adequate width, lanes may be shifted by use of closely-spaced channelizing devices, provided that the minimum lane width of 10 feet is maintained.
5. Additional advance warning may be appropriate, such as a ROAD NARROWS sign.
6. Temporary traffic barriers may be used along the work space.
7. The shadow vehicle may be omitted if a taper and channelizing devices are used.
8. A truck-mounted attenuator may be used on the shadow vehicle.
9. For short-duration work, the taper and channelizing devices may be omitted if a shadow vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
10. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

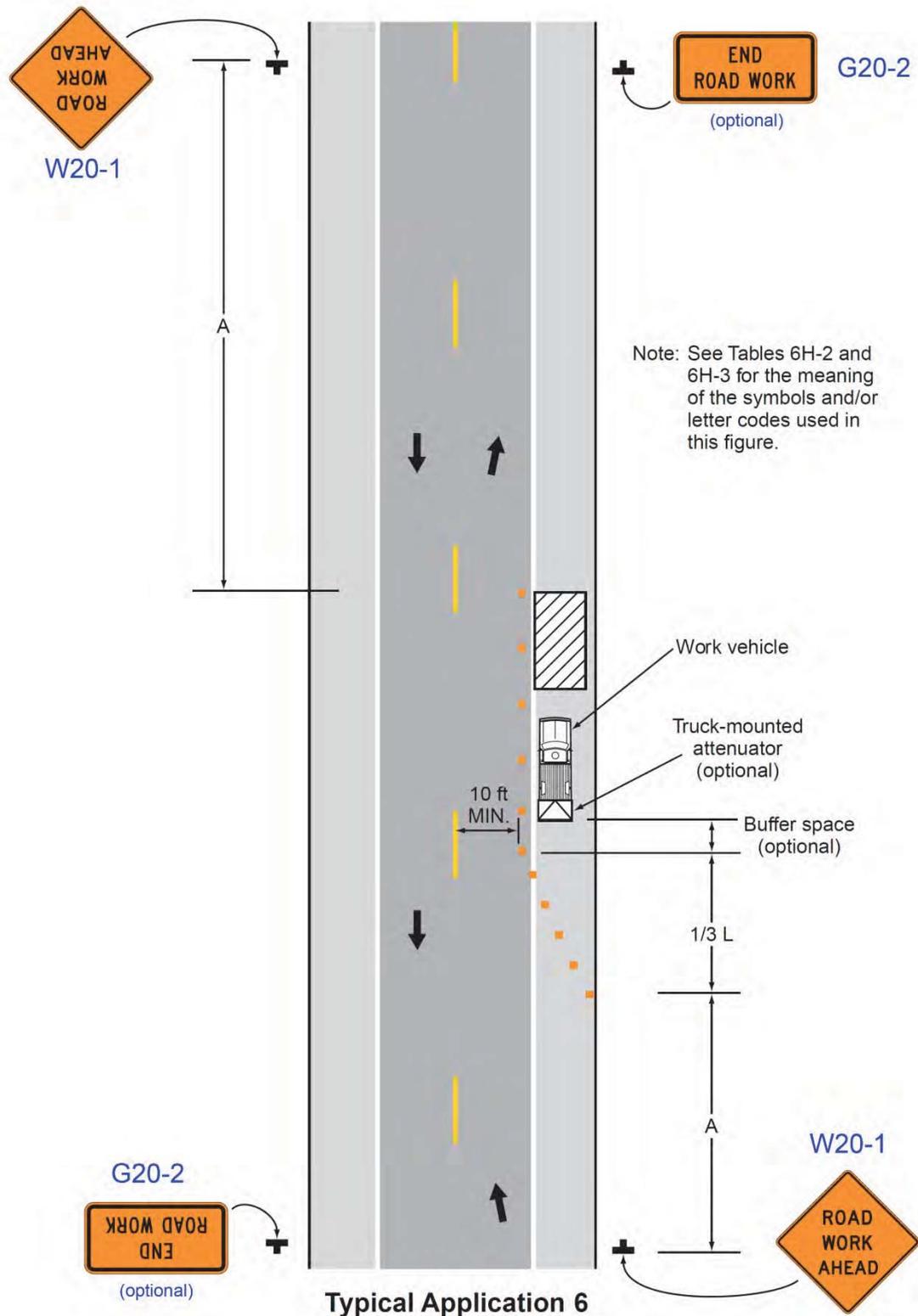
#### Standard:

11. **Vehicle-mounted signs shall be mounted in a manner such that they are not obscured by equipment or supplies. Sign legends on vehicle-mounted signs shall be covered or turned from view when work is not in progress.**
12. **Shadow and work vehicles shall display high-intensity rotating, flashing, oscillating, or strobe lights.**
13. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**

#### Guidance:

14. All advance warning signs should be placed so that the path of travel for bicycles is not blocked, while maintaining visibility for road users.
15. When existing accommodations for bicycle travel are disrupted or closed in a long-term duration project (see Section 6G.02) and the roadway width is inadequate for allowing bicyclists and motor vehicles to travel side by side, the Bicycle Warning (W11-1) sign and the SHARE THE ROAD (W16-1P) plaque should be used to advise motorists of the presence of bicyclists in the travel way lanes.
16. Except for short durations and mobile operations, when a highway shoulder is occupied and bicyclists would be sharing a lane with vehicular traffic, as a result of the TTC zone, speed reduction countermeasures should be used to reduce traffic speeds in the TTC zone. Refer to Sections 6C.01 and 6D.03.
17. Except for short durations and mobile operations, when a highway shoulder is occupied and bicyclists would be sharing a lane with vehicular traffic, as a result of the TTC zone, before narrowing the outside lane other measures such as widening the outside shoulder to allow bicyclists and motor vehicles to travel side by side through the TTC zone should be considered.
18. If traffic volumes make it feasible, the two left lanes should be merged into one lane to avoid using the shoulder as a traveled way lane and allowing continued use for emergency purposes and bicycle travel.
19. When existing accommodations for bicycle travel are disrupted or closed in a long-term duration project (see Section 6G.02) and the roadway width is inadequate for allowing bicyclists and motor vehicles to travel side by side, a separate path should be considered for bicyclists.

**Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)**



**Notes for Figure ~~6H-10~~ 6H-10(CA) and 6H-10A(CA) —Typical Application 10  
Lane Closure on a Two-Lane Road Using Flaggers**

**Option:**

1. For low-volume (Refer to Part 5, Section 5A.01) situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Chapter 6E).
2. The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.

**Guidance:**

4. *The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.*

**Standard:**

5. **At night, flagger stations shall be illuminated, except in emergencies.**

**Guidance:**

6. *When used, the BE PREPARED TO STOP sign should be located ~~between~~ after the Flagger sign and the ONE LANE ROAD sign.*
7. *When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.*
8. *When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.*
9. *When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.*
10. *Early coordination with the railroad company or light rail transit agency should occur before work starts.*

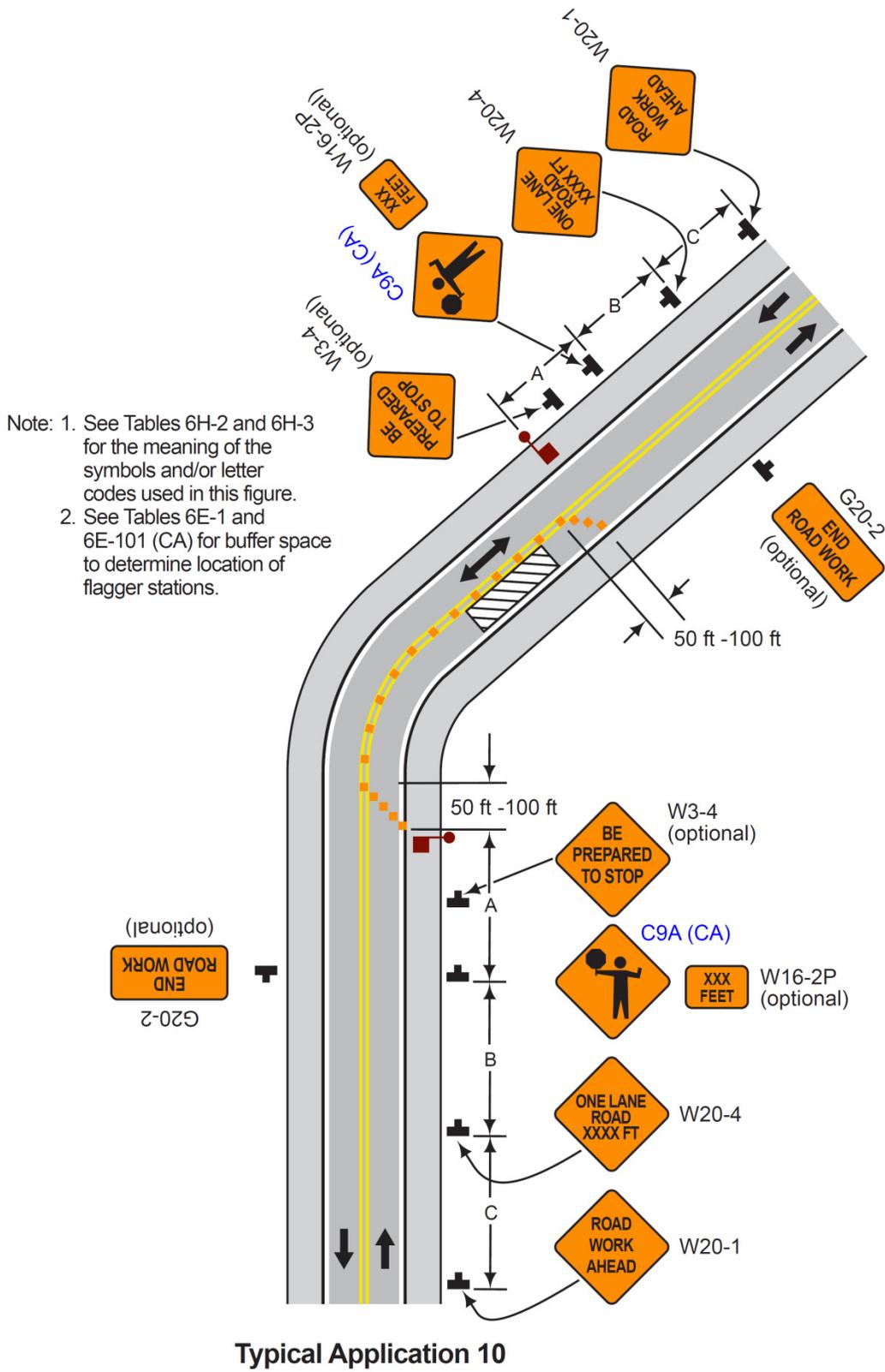
**Option:**

11. A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

**Support:**

12. *For State highways, see Caltrans' Standard Plan T13. See Section 1A.11 for information regarding this publication.*
13. *If portable transverse rumble strips are used for flagging operations, refer to Section 6F.87.*

**Figure 6H-10 (CA). Lane Closure on Two-Lane Road Using Flaggers (TA-10)**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: [REDACTED]	PHONE (A/C, No, Ext): [REDACTED]	FAX (A/C, No): [REDACTED]
	E-MAIL ADDRESS: [REDACTED]		
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	[REDACTED]	[REDACTED]
	INSURER B :	[REDACTED]	[REDACTED]
	INSURER C :	[REDACTED]	[REDACTED]
	INSURER D :	[REDACTED]	[REDACTED]
	INSURER E :	[REDACTED]	[REDACTED]
	INSURER F :	[REDACTED]	[REDACTED]

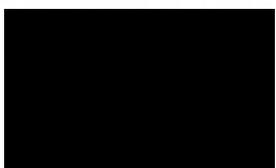
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		[REDACTED]	4/12/2021	4/12/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			[REDACTED]	4/26/2021	4/26/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED		RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[REDACTED]	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Inland Marine			[REDACTED]	5/5/2021	5/5/2022	Misc. Tools	\$12,500
							Scheduled Equip	\$89,220

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Various Locations  
City of San Pablo, its employees, officials and volunteers are named as additional insured.

<b>CERTIFICATE HOLDER</b>   City of San Pablo 1000 Gateway Ave San Pablo, CA 94806	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

City of San Pablo  
13831 San Pablo Avenue  
San Pablo, CA 94806

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision 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 governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

## PERFORMANCE BOND FOR ENCROACHMENT PERMIT

The City of San Pablo ("City") has issued an encroachment permit to \_\_\_\_\_ ("Contractor"), dated \_\_\_\_\_, 20\_\_\_\_ ("Permit") for \_\_\_\_\_ ("Work"). The Permit is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, the Contractor as Principal and \_\_\_\_\_, its surety ("Surety"), are bound to City as obligee for an amount not less than Dollars (\$\_\_\_\_\_) (the "Bond Sum"). By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.

2. **Surety's Obligations; Waiver.** If Contractor fully performs its obligations under the Permit, including its warranty obligations under the Permit, Surety's obligations under this Bond will become null and void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Permit. Otherwise Surety's obligations will remain in full force and effect until expiration of the one-year warranty period under the Permit. Surety waives any requirement to be notified of and further consents to any alterations to the Permit made under the applicable provisions of the Permit, including changes to the scope of Work or extensions of time for performance of Work under the Permit. Surety waives the provisions of Civil Code Sections 2819 and 2845.

3. **Contractor Default.**

Upon written notification from City that Contractor is in default of any provisions of the Encroachment Permit or City ordinance, regulation or standard, time being of the essence, Surety must act within the time specified above to remedy the default through one of the following courses of action:

3.1 Arrange for completion of the Work under the Permit by Contractor, with the City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

3.2 Arrange for completion of the Work under the Permit by a qualified contractor acceptable to City, and secured by performance bonds issued by an admitted surety as required by the Permit, at Surety's expense, or

3.3 Waive its right to complete the Work under the Permit and reimburse City the amount of City's costs to have the remaining Work completed.

4. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

5. **Notice.** Any notice to Surety may be given in the manner specified in the Permit and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for Contra Costa County, and no other

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place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY:

\_\_\_\_\_

s/ \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*(Attach Acknowledgment with Notary Seal and Power of Attorney)*

*(Surety must be admitted to do business in the State of California)*

CONTRACTOR:

\_\_\_\_\_

s/ \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

This certificate is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

## CITY OF SAN PABLO BUSINESS LICENSE CERTIFICATE

1000 Gateway Avenue  
San Pablo, CA 94806  
(510) 215-3030

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.

LICENSE NUMBER: [REDACTED]

**EXPIRES: 03/30/2023**

OWNER: [REDACTED]

BUSINESS NAME: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: [REDACTED]

TYPE OF LICENSE: [REDACTED]

MAILING ADDRESS:

[REDACTED]  
[REDACTED]  
[REDACTED]



This license evidences that the person (s), firm or corporation named herein has paid the applicable tax required by the City of San Pablo Municipal Code for the period indicated above. No license issued under provisions of Chapter 5 of San Pablo Municipal Code shall be construed as authorizing the conduct or continuance of any illegal or unlawful operation in violation of any City Ordinance related thereto.

**ATTACHMENT 4 - EXAMPLE OF SAN PABLO BUSINESS LICENSE**