



PLEASE FILL OUT FORM IN BLACK OR BLUE INK ONLY
FOUR (4) SETS OF PLANS REQUIRED WITH SUBMITTAL

City of Alameda
Permit Center
2263 Santa Clara Avenue, Rm 190
Alameda, CA 94501
Phone: 510-747-6800
Fax: 510-865-4053

ENCROACHMENT PERMIT APPLICATION

Property Owner Name

Permit No.

Address Phone

JOB ADDRESS

City State Zip

EXISTING USE

PROPOSED USE

I hereby affirm 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.

DESCRIPTION OF WORK

LICENSE NO. AND CLASS CITY BUSINESS LICENSE NO.

Contractor Name

Address Phone

City State Zip

SIGNATURE

I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5 Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 - commencing with section 7000) of Division 3 of the Business and Professions Code) or that he is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).

Valuation of Encroachment

Contact Name

Contact Phone

I, as owner of the property, or my employees with wages as their sole compensation, will do the work and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of providing that the did no build or improve for the purpose of sale).

OTHER PERMITS ARE REQUIRED FOR PLUMBING, HEATING, ELECTRICAL WORK

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law).

Business Lic. \$

Permit Fees \$

Filing Fee \$ 47.00

Plan Check \$

Design Review \$

Microfiche \$

Comm. Planning \$

Total \$

I am exempt under Sec. B&P.C. for this reason

Owner's Signature Date

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 by Section 3700 of the Labor Code for the performance of the 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 workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

APPLICATION RECEIVED:

Applicant Date

DATE: SIGNED

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.

APPROVAL DATE: SIGNED

I certify that I have read this application and state that the information given is true and correct. I agree to comply with all local ordinance and state laws relating to building construction and I make this statement under penalty of law. I hereby authorize representatives of the city/county to enter upon the above mentioned property for inspection purposes. NOTICE! This permit will expire by limitation if work is not started in 180 days or if work is abandoned for more than 180 days. Do not conceal or cover any construction until the work is inspected and the inspection is recorded on the Building Inspection Card.

ISSUED DATE: SIGNED

SIGNATURE OF: Contractor Owner Agent

X



INDEMNITY AND HOLD HARMLESS

AGREEMENT (SE1)

Community Development • Planning & Building
2263 Santa Clara Ave., Rm. 190
Alameda, CA 94501-4477
alamedaca.gov

510.747.6800 • F: 510.865.4053 • TDD: 510.522.7538
Hours: 7:30 a.m.–3:30 p.m., M–Th

_____ whose address is _____

(hereinafter "Indemnitor") in consideration of _____

agrees to the following terms and conditions:

Indemnitor shall defend, indemnify, and hold harmless the City of Alameda, its City Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, regardless of the merit of outcome of any such claim or suit arising from or in any manner connected to the event, services, or work conducted or performed pursuant to this Agreement and Permit.

Indemnitor shall defend, indemnify and hold harmless the City of Alameda, its City Council, Boards and Commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms, or corporations, furnishing or supplying work, services, materials, equipment, or supplies arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement and Permit.

By the signature below, Indemnitor agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition herein.

The signatory below warrants that he/she is authorized by the Indemnitor to execute on its behalf this Indemnity and Hold Harmless Agreement.

INDEMNITOR:

Date: _____

By: _____

Print Name: _____

Title: _____



INSURANCE REQUIREMENTS

Planning & Building • 2263 Santa Clara Ave., Rm. 190
Alameda, CA 94501-4477
alamedaca.gov
510.747.6800 • F: 510.865.4053 • TDD: 510.522.7538
Hours: M, W, Th – 7:30 am – 4:30 pm
T – 7:30 am – 4:00 pm

For all designated coverages, the City of Alameda requires a Certificate of Insurance signed by the party authorized by the insurance company to bind the company to the coverage shown, as well as an Additional Insured Endorsement to the Policy.

Sample Information:

1) **Certificate of Insurance (sample attached)**
Designated Insurance Requirements:

- **General Liability: \$2,000,000**
- **Company Rating: A.M. Best "A" or better**

Provide the City of Alameda thirty (30) days in advance written notice of cancellation, non-renewal or reduction in limits or coverage including the name of the contract or event.

Signed by the party authorized by the insurance company to bind the company to the coverage shown.

Other insurance coverage may be required based on the type of contract and scope of services.

2) **Endorsement to the Policy (sample attached)**
This endorsement **must**:

- Name the "City of Alameda, its Council, Officers, Employees, Volunteers, Board and Commissions" as additional insureds; and
- Include the policy number and type of coverage. **Please note: A statement included on the Certificate that the City is an additional insured, is NOT sufficient.**

3) **Forward the Certificate of Insurance and the Endorsement to the Policy to the Department Representative with whom you are conducting business.**

Please ask your insurance broker or agent to provide both documents to the City of Alameda ten (10) days prior to the event taking place since several departments must sign off on the entire request package before your participation in the event.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	FAX	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.
INSURED		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A:
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER 2263 SANTA CLARA AVENUE, ALAMEDA, CA 94501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): Albert H. DeWitt OClub
2. Name of Person or Organization (Additional Insured): US DEPARTMENT OF THE NAVY, ALAMEDA REUSE/REDEVELOPMENT AUTHORITY, ALAMEDA MUNICIPAL POWER, CITY OF ALAMEDA, and its members, officers, directors, agents, volunteers, employees and officials.
3. Additional Premium: NONE

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.