



**RIGHT-OF-WAY
PERMIT APPLICATION**

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

SERVICE NUMBER: _____

DATE: _____

JOB VALUATION: _____

Application is hereby made to occupy or perform work in the public right-of-way on the:

(N/E/S/W) _____ Side of Street Name: _____

No. of Feet: _____ From House No.: _____ Property Owner's Name: _____

For the purpose of: _____

Applicant: _____ Business Name: _____

Address: _____ City/State/Zip: _____

Contractor's State License No.: _____ City Business License No.: _____

Phone Number: _____ Email: _____

ATTACH SEPARATE SHEET SHOWING LOCATION

PLEASE NOTE THE FOLLOWING:

1. Urban runoff program requires that no contaminants, including dirt, enter the storm drain system. Contractor is required to protect inlets. **FAILURE TO COMPLY IS SUBJECT TO \$200.00/DAY FINE.**
2. 48 hour advance notice is required for inspection. Contact: Engineering Division, Construction Inspection office at 510-747-7930. Required Inspections: Trenching, backfill, concrete, traffic/pedestrian detours, urban runoff, and final inspection
3. All striping, painted graphics and pavement markers damaged or destroyed by street excavation work must be restored by the permittee.
4. All construction within the Public Right-of-Way must have barricades with flashers for night time protection.
5. All work involved is to be done in accordance with standard City of Alameda specifications and City of Alameda practices, all to the satisfaction of the City Engineer. Standard details are attached. Inspection charges shall be paid to the City monthly.
6. Processing time for routine permits is 5 days. Permits requiring extensive research may require up to 15 days.
7. **FAILURE TO OBTAIN INSPECTIONS PRIOR TO COMPLETION OF WORK MAY RESULT IN REJECTION OF SAID WORK AND IS SUBJECT TO ADDITIONAL INSPECTION COSTS AT A RATE OF \$32.70 PER HOUR.**

Acceptance of this permit constitutes acceptance of the conditions included.

APPLICANT SIGNATURE

DATE

SPECIAL CONDITIONS

- NO OPEN TRENCH CUTTING
- STATE PERMIT REQUIRED
- ADDITIONAL SETS OF PLANS AND SPECIFICATIONS TO THE ENGINEERING DIVISION PRIOR TO CONSTRUCTION
_____ OF SETS
- OTHER _____

Applicant: Please check work to be performed

✓	Work Performed	Standards and Details	Inspection Required	Estimated Inspection Time (# of Hrs)	Fee per Hour
	SAW CUTTING	Urban Runoff controls including sandbagging inlets and either vacuum OR street sweeping	- Daily		\$33.80
	LANE CLOSURE	Contractor must provide detour plan prior to closure and include signage, cones, and lighted barricades to Engineering Office. If parking lane is obstructed by work, contractor must PURCHASE "No Parking, Tow-away Signs" and post 48 hours in advance.	- After placing detour controls - At removal of detour controls		\$33.80
	STREET DETOUR	Contractor must provide detour plan prior to detour and include signage, cones, and lighted barricades. If parking lane is obstructed by work, contractor must PURCHASE "No Parking, Tow-away Signs" and post 48 hours in advance.	- After placing detour controls - At removal of detour controls		\$16.35
	SIDEWALK CLOSURE/ DETOUR	Contractor must provide property signage, cones, and lighted barricades to the nearest crosswalk.	- After placing detour controls - At removal of detour controls		\$16.35
	TRENCHING	Standard Detail 2930, Case 22 -- Trenches must be plated and if in travel lane, must be filleted. Plates cannot remain for more than 5 days; cutback is required after 5 days	- Once plates are in place		\$33.80
	BACK FILL	City requires 90% minimum compaction under sidewalks; and 95% minimum compaction under streets and driveways and curbs and gutters. Contractor must provide compaction testing results from an accredited lab prior to covering work.	- Completion of Backfill compaction		\$33.80
	CONCRETE WORK	Standard Details 6297, Case 24 -- Form work and Pour.	- Form work - Approval of mix design		\$38.05
	FINAL INSPECTION	Clean-up of all Right-of-Way; repair of all damages.	- At completion of work		\$33.80
INSPECTION FEE TOTAL				\$	

Inspection must be scheduled at least **48-hours in advance**. To schedule an inspection, call Public Works Construction Inspection at (510) 747-7930.



Applicant Notice – Right of Way Permits

In the past two years, the City has experienced a dramatic increase in the number of companies seeking permits to install telecommunications-related facilities in the rights-of-way, resulting in a proliferation of street cuts and installation of associated equipment, which, among other things, have had an adverse impact on the life and quality of the rights-of-way within the City.

As a result, the City is currently re-evaluating its current right-of-way management policies, and is in the process of preparing a revised, comprehensive ordinance that will establish and/or reinforce policies and procedures designed to enable the City to more effectively manage and control its rights-of-ways.

The City does not wish to hold-up new permit applications during this process, thus, the City has decided not to issue blanket moratorium on new street-cut permits at this time. However, effectively immediately, each new street cut permit issued shall contain the following condition:

By accepting this permit, the holder warrants and agrees that it shall comply with each and every provision of the right-of-way management ordinance that the City is currently preparing. The permit-holder further acknowledges and agrees that compliance with the provisions of the future right-of-way management ordinance is a condition to the continued effectiveness of the permit. Nothing herein is intended to prevent the permit-holder from claiming that a particular provision of the ordinance is prohibited by applicable law, provided that by accepting this permit, the permit-holder agrees that in the event that it raises such a claim, it will nevertheless comply with the subject ordinance provision unless and until perm-holder has been released from the obligation to comply by the City or by a court of competent jurisdiction.

This condition shall be attached to and become a part of each new street-cut permit issued by the City, with the exception of permits for maintenance and/or repair request by our existing franchised cable providers and the other utilities maintaining or repairing their existing facilities.

I have read the above and acknowledge the condition to the Permit No. _____

Company: _____

Authorized Agent:

Print Name

Signature

Date



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.

ACORDTM 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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	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 EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E L EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E L DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E L DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E L EACH ACCIDENT	\$	E L DISEASE - EA EMPLOYEE	\$	E L DISEASE - POLICY LIMIT	\$
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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

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 <u>30</u> 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.