



**CITY OF ELIZABETH
DEPARTMENT OF PUBLIC WORKS
50 WINFIELD SCOTT PLAZA
ELIZABETH, NEW JERSEY 07201**

**ENCROACHMENT PERMIT REQUIREMENTS
FOR WORK WITH IN THE PUBLIC RIGHT OF WAY
OR ON THE CITY OWNED PEOPERTY**

The following information is given for guidance of applicants for permits for the construction, alterations or permanent repairs or other structures with in the public right of way. This work also includes any type of environmental work such as the installation of groundwater monitoring wells.

1. A description of the work including site location and purpose for performing the work.
2. A detailed plan of the site, drawn to scale, showing the proposed installation and whatever additional data is necessary for a complete understanding of the request, prepared by a New Jersey Licensed Professional Engineer. Survey information may be transferred to the site plan if duly noted as to the date of the submitted with the site plan submission.
3. The applicant shall furnish the City of Elizabeth with an original Certificate of insurance and a policy endorsement naming the City of Elizabeth as additional insured. The insurance requirements are attached.
4. Compliance with the New Jersey Department of Environmental Protection Site Remediation Program. A copy of the NJDEP requirements are attached.
5. For monitoring well installation, a surety bond in the amount of \$1,500 per well must be provided.
6. For all other types of encroachments, a surety bond in the amount of \$1,500 per square yard of disturbance must be provided.

All documentation should be submitted to City Clerk, Yolanda M. Roberts, Office of the City Clerk, 50 Winfield Scott Plaza, Elizabeth, NJ 07201 for distribution to the appropriate departments for review and comments. Upon recommendation by the Department of Public Works, City Council, may by ordinance, permit the encroachment on the public right-of-way.

Two complete copies are required.

INSURANCE REQUIREMENTS

The minimum amount of insurance to be carried by the contractor as required shall be as follows:

The Contractor shall bear and be liable for all loss or damage which may happen to the said work or materials at any time prior to the completion and acceptance thereof of the City of Elizabeth, and shall and will during the progress of the work protect and secure the said work and materials from damage or injury, and shall and will repair all such damage and injury, if any, and fully complete and deliver said work and material to the City of Elizabeth within the time herein provided and according to the terms and provisions of this contract. During performance and up to the date of final acceptance by the City of Elizabeth or upon occupancy, (whichever occurs first), the Contractor must effect and maintain with companies satisfactory to the City of Elizabeth, the following types of insurance:

- a) Workmen's Compensation and Employer's Liability Insurance with statutory lists applicable to area in which work is being performed.
- b) Contractor's Comprehensive General Liability Insurance; including products and completed operations coverage, subcontractor coverage and contractual liability coverage, with limits for; \$1,000.00 each occurrence, and \$2,000,000.00 aggregate.
- c) Commercial Automobile and Truck Insurance \$1,000,000 any one loss, \$2,000,000.00 aggregate.
- d) Contractor shall purchase and maintain an Umbrella Policy with limits of at least \$1,000,000.

All of which the Contractor shall include the City of Elizabeth as an additional insured party to all insurance policies required in this contract, and all certificates evidencing such insurance shall be filed with the City prior to the commencement of work. **The policy shall include a thirty (30) day notice of cancellation thereof to the City of Elizabeth.**

The Contractor agrees to hold harmless the City of Elizabeth a municipal corporation of the State of New Jersey, from any and all claims which may arise as to personal and property damage resulting from the work being in the City of Elizabeth.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless the City of Elizabeth and the City Engineer and their agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself), including the negligent act or omission of the CONTRACTOR, the City of Elizabeth or its

employed by any of them, or anyone for whose acts any of the may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

If the certificate holder is an addition insured, the policy (ies) must be endorsed. A copy of the endorsement must be submitted to the City of Elizabeth.