



CITY OF ROHNERT PARK ENCROACHMENT PERMIT

Development Services
130 Avram Avenue, Rohnert Park, CA 94928
Ph: (707) 588-2232 FAX: (707) 794-9242
www.rpcity.org

{This section for City Use Only}

Permit No: EC _____ - _____

Original Permit to Permittee: _____
Date/Initials

Permit Expires: _____

Permit Finaled: _____
Date/Initials

Print clearly and legibly. Fill in all applicable sections. Only complete submittals will be accepted.

Permittee: _____ Phone: _____ Email: _____

Permittee Address: _____ City, State, Zip: _____

Work Site Address: _____

Contractor's Name: _____ State License No.: _____

Contractor's Address: _____ City, State, Zip: _____

Contact Name: _____ Phone: _____ Email: _____

Description of work: _____

This permit is to be strictly construed and no work or activity other than that specifically mentioned above is authorized hereby. Subject to all the terms, conditions, and restrictions written hereon or attached hereto, permission is hereby granted Permittee for the work above.

- INSURANCE CERTIFICATES AND ENDORSEMENTS REQUIRED (Refer to second page of permit for specific requirements. **City-approved** certificate and endorsements forms are available on City website or at Rohnert Park Development Services.)
- PROOF OF BUSINESS LICENSE REQUIRED
- INSPECTION REQUIRED (**Call Public Works Inspector at 588-2237 at least 24 hours prior to commencement of work and/or requesting an inspection.**)
- FEE REQUIRED: Minor Encroachment Permit/Inspection: **\$328***; Major Encroachment Permit/Inspection: **\$1,356***
* Minimum charge per permit or actual cost at City Staff hourly rate, whichever is greater.
- PLANS/DRAWING/SKETCH FOR THE PROPOSED WORK – 8.5X11 OR 11X17

Work shall not proceed until the permit is approved by the City. If work commences without an approved permit, an additional **Investigative Fee** will be charged equal to the applicable permit fee. This permit shall expire 90 days from the approved date. Failure to complete the work within that time frame will require a new permit application and fees to be submitted and approved prior to the start of work. **Permittee shall call Underground Service Alert at 1-800-227-2600 a minimum of 48 hours before any excavation to locate existing underground utilities.**

To the full extent permitted by law, Permittee and Contractor (if applicable) shall indemnify, hold harmless, release and defend the City of Rohnert Park, its officers, elected officials, employees, agents and volunteers from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Permittee, in whole or in part, arising out of Permittee's activities hereunder, including the activities of other persons employed or utilized by Permittee in the performance of this Written Agreement (including design defects and regardless of City's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the sole negligence or willful misconduct of City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Permittee under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Permittee and shall continue to bind the parties after termination/completion of this Permit.

THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH THE CITY OF ROHNERT PARK STANDARDS AND SUBJECT TO THE PERMIT'S TERMS AND CONDITIONS, INCLUDING INSURANCE REQUIREMENTS ON PAGE 2 OF THIS PERMIT, AND SUBJECT TO INSPECTION AND APPROVAL.

No construction work shall be performed under this permit unless signed & stamped APPROVED by the City of Rohnert Park.

{This section for City Use Only}

Permittee Signature Date

Contractor Signature Date

APPROVED: City of Rohnert Park Date

ROHNERT PARK INSURANCE REQUIREMENTS

Without limiting Permittee's indemnification provided herein, Permittee shall procure and maintain, throughout the period of this Permit, the following policies of insurance placed with insurers with a current A.M. Best's rating of no less than A:VII against injury to persons or damage to property which may arise from or in connection with the activities hereunder of Permittee, its agents, employees or subcontractors:

A. Commercial General Liability Insurance at least as broad as ISO Commercial General Liability coverage (occurrence form CG 0001) with a minimum coverage of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. Excess or umbrella liability insurance may be used to meet limit requirements. Coverage must be at least as broad as specified for the underlying coverages and shall meet all permit requirements.

B. Automobile Liability Insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 ("any auto") with minimum coverage of not less than \$2,000,000 per accident for bodily injury and property damage for vehicles used in the performance of this Permit. If Permittee owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Permittee or Permittee's employee(s) will use personal autos in any way in conjunction with this permit, Permittee shall provide evidence of personal auto liability coverage for each such person.

The general liability and automotive liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The City, its officers, elected officials, employees, agents and volunteers, are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Permittee; and with respect to liability arising out of the work or operations performed by or on behalf of Permittee including materials, parts or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, elected officials, employees, agents and volunteers. General liability coverage can be provided in the form of an endorsement to the Permittee's insurance, or as a separate owner's policy.

(2) For any claims related to this Permit, the Permittee's insurance shall be primary insurance as respects to the City, its officers, elected officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected officials, employees, agents and volunteers shall be excess of the Permittee's insurance and shall not contribute with it.

C. Worker's Compensation as required by the State of California with coverage in the statutory amounts and Employer's liability insurance with minimum coverage of not less than \$1,000,000 per accident for bodily injury or disease. The Worker's Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against City, its officers, employees, agents and volunteers for losses paid under the terms of this policy which arises from the work performed by the Permittee. **If Permittee has no employees, Permittee may sign and file the following certification in lieu of insurance:**

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."

Permittee signature: _____ Date: _____

D. Permittee shall furnish City with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by City. **The endorsements shall be on forms provided by City.** Any deductible or self-insured retention shall be disclosed to and approved by City. Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice to City by certified mail, return receipt requested, has been given to the City.



INSURANCE REQUIREMENTS FOR THE CITY OF ROHNERT PARK

IMPORTANT NOTE

Contractors/Homeowners shall not perform any work, or allow any work to be performed, on behalf of the City or in the City right-of-way, until the insurance documents described below have been accepted by the City. The Encroachment Permit application includes the requirement to provide additional insured, primary coverage and cancellation endorsements for the work to be performed, and City-approved insurance forms are included in the Encroachment Permit packet. If alternative forms are used, they are subject to additional review/approval by the City of Rohnert Park which will lengthen the permit approval time and the possibility of increased permit fees for cost recovery. Providing insurance documents that are acceptable to the City can take several days, and sometimes weeks or months. This is because the City of Rohnert Park, along with 14 other small, northern California cities, belongs to a self-insured risk management pool, the Redwood Empire Municipal Insurance Fund (REMIF). The pool exists to protect the funds of these cities and to allow those funds, to the greatest extent possible, to be used for City services, and not to pay insurance claims or legal fees unless the City is found to be negligent. As a result, our insurance requirements may be somewhat different than what is generally required of insurers. However, these requirements are set by REMIF, and each city must follow the requirements or risk being expelled from the pool.

Certificates and Endorsements may be faxed to 707-794-9242 or emailed to engineering@rpcity.org

Please be certain that all documents are sent in one fax or email submission. The City will not "piecemeal" together an insurance submission.

NOTE: The submission of insurance documents does not constitute acceptance by the City.

Originals with wet signatures **must be** sent to: Attn: Development Services, 130 Avram Avenue, Rohnert Park, CA 94928

Questions may be addressed to the Administrative Assistant at 707-588-2232

Prior to performing work for the City of Rohnert Park or receiving an encroachment permit to perform work in the City right-of-way, the Contractor and/or Homeowner, including any and all subcontractors working for the Contractor/Homeowner, shall furnish the following documents to Development Services for approval. Coverage shall be effective throughout the term of this permit:

HOMEOWNERS:

1. A copy of the Homeowner's Insurance Policy declarations page, showing coverage is currently in effect, and will remain in effect throughout the project period.
2. An additional insured endorsement which includes the following language: "The City of Rohnert Park, including its officers, officials, employees, and volunteers, are insureds." "Sole negligence" wording must be included – "coverage provided by this endorsement will not apply to liability arising out of the sole negligence of the additional insured named...".
3. A letter from the agent stating that "the liability coverage extends to the activities of the Homeowner."

NOTE: If the agent/broker is unable to name the City as additional insured, the agent/broker must provide a memo or letter to Development Services so indicating. The agent/broker shall indicate on the Declaration Page that the insured has Contractual Liability Coverage.

CONTRACTORS:

Certificates of Insurance with original, authorized signatures, providing the following minimum insurance coverage(s):

1. **General Liability:** \$2,000,000 Combined Single Limit per occurrence for bodily injury, personal injury, and property damage.
2. **Automobile Liability:** "Any Auto" \$2,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. **Workers' Compensation:** Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance of \$1,000,000 per accident for bodily injury or disease.

All insurance carriers shall be rated A:VII or better and certificates **SHALL** be accompanied by the following endorsements:

A. **LIABILITY INSURANCE ENDORSEMENT** containing the following specific components:

1. The insurance policy number.
2. A statement that includes the following language:
"The City of Rohnert Park, including its officers, elected officials, employees, agents and volunteers are insureds."
3. A statement that includes the following language:
"The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it."
4. A statement that includes the following language:
"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail, return-receipt requested has been given to the City."

(continued on next page)

NOTE: A CG 20 12 07 98 form "Additional Insured – State or Political Subdivisions – Permits" is preferred for the General Liability additional insured endorsement when work *is not being performed for the City*.

NOTE: In lieu of cancellation language on an endorsement, the City will accept the following amended wording in the cancellation clause: *"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."*

B. **AUTOMOBILE INSURANCE ENDORSEMENT** containing the following specific components:

1. The insurance policy number.
2. A statement that includes the following language:
"The City of Rohnert Park, including its officers, elected officials, employees, agents and volunteers are insureds."
3. A statement that includes the following language:
"The insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured schedule above shall be in excess of this insurance and shall not be called upon to contribute with it."
4. A statement that includes the following language:
"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."

NOTE: Within having "Any Auto" coverage, the City is willing to accept a memo from most brokers that would state "Scheduled Autos, Hired Autos, And Non-Owned Autos" also meet the City's requirements for coverage minimums.

C. **WORKERS' COMPENSATION INSURANCE ENDORSEMENT** containing the following specific components:

1. A waiver of subrogation clause which states the following:
"This insurance company agrees to waive all rights of subrogation against the City of Rohnert Park, its officers, elected officials, employees, agents and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured."
2. The insurance policy number.
3. A statement that includes the following language:
"The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail, return receipt requested has been given to the City."

NOTE: Certificates issued by State Compensation Insurance Fund **must have** State Fund endorsement numbers 2065 and 2570 on them.

Subcontractors performing work within the City Right-of-Way shall either be included upon the Contractor's policies as insureds, or shall furnish separate certificates and endorsements. All coverages for subcontractors shall be subject to all of the insurance requirements stated previously herein for the Contractor, and shall be effective throughout the term of this permit.

CITY-APPROVED INSURANCE FORM SAMPLES FOLLOW

If alternative forms are used, they are subject to approval by the City of Rohnert Park. **This will lengthen the permit approval time and the possibility of additional permit fees for cost recovery.**

The City of Rohnert Park reserves the right to require more coverage than indicated above, and to reject any language or forms that do not meet the City's requirements. The use of excess/umbrella policies to provide required coverage is permissible provided the umbrella policies are appropriately endorsed and meet all other requirements. If excess/umbrella coverage is included in your submittal, please attach a letter attesting the following:
"Umbrella or excess liability policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion of claims or suits by one insured against another."

CERTIFICATE OF INSURANCE

CITY OF ROHNERT PARK (the "City")

ISSUE DATE MM/DD/YY)

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

	COMPANIES	BEST'S RATING
COMPANY LETTER A	_____	_____
COMPANY LETTER B	_____	_____
COMPANY LETTER C	_____	_____
COMPANY LETTER D	_____	_____
COMPANY LETTER E	_____	_____

INSURED

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 TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	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 <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

- THE FOLLOWING PROVISIONS APPLY:**
1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
 2. The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers are added as insureds on all liability insurance policies listed above.
 3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
 4. The City is named a loss payee on the property insurance policies described above, if any.
 5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
 6. The workers' compensation insurer named above, if any, agrees to waive all rights to subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED
CITY OF ROHNERT PARK
130 AVRAM AVENUE
ROHNERT PARK, CA 94928

AUTHORIZED REPRESENTATIVE

SIGNATURE _____

TITLE _____

PHONE NO. _____

POLICY NUMBER: _____

ISSUE DATE: _____

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 Rohnert Park, its officers, elected officials, employees, agents and volunteers are named as additional insured.

(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".

SUBMIT IN DUPLICATE

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR CITY OF ROHNERT PARK (the "City")**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

LOSS ADJUSTMENT EXPENSE

Included in Limits

In Addition to Limits

Telephone

Deductible Self-Insured Retention (check which) of \$ _____

NAMED INSURED

APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:
CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

OTHER PROVISIONS

COMMERCIAL AUTO POLICY

BUSINESS AUTO POLICY

OTHER _____

LIMIT OF LIABILITY

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

\$ _____ per accident, for bodily injury and property damage.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding an inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **INSURED.** The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
3. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
4. **SCOPE OF COVERAGE.** This policy affords coverage at least as broad as:
(1) If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or
(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY

**CITY OF ROHNERT PARK
130 AVRAM AVENUE
ROHNERT PARK, CA 94928**

AUTHORIZED Broker/Agent Underwriter _____
REPRESENTATIVE

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date signed: _____

SUBMIT IN DUPLICATE		
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR <u>CITY OF ROHNERT PARK</u> (the "City")	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____	
NAMED INSURED	OTHER PROVISIONS	
CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	EMPLOYERS LIABILITY LIMITS \$ _____ (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee)	
In consideration of the premium charged and notwithstanding an inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. CANCELLATION NOTICE. This insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 2. WAIVER OF SUBROGATION. This insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees, agents and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.		
ENDORSEMENT HOLDER	AUTHORIZED <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ REPRESENTATIVE	
CITY OF ROHNERT PARK 130 AVRAM AVENUE ROHNERT PARK, CA 94928	I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date signed: _____	