



CITY OF SEBASTOPOL

Engineering Division

714 Johnson Street

Sebastopol, CA 95472

Phone (707) 823-2151

Fax (707) 823-4721

Website: www.ci.sebastopol.ca.us

E-mail: rramirez@cityofsebastopol.org

INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMITS

The attached insurance requirements apply to all contractors performing work under an Encroachment Permit, within or upon any public right of way, street, sidewalk, easement or City-owned property in the City of Sebastopol.

Please allow plenty of time for processing your permit and insurance prior to beginning work. Processing insurance submittals for approval may take several days, or even weeks, depending on the completeness of submittals and the cooperation of insurance providers.

The attached Indemnity Agreement is required with your permit application and insurance submittal. It states that for purposes of insurance endorsements, the City considers the Encroachment Permit to be an Insured Contract and Written Agreement to provide the coverages and amendatory endorsements described in this package. By signing this application, you agree to the terms and conditions of the permit, including these insurance requirements.

You should provide your insurance provider with a copy of the signed indemnity agreement and these written requirements to assure a complete submittal and prompt processing of approval of your permit application, once received.

A complete insurance submittal consists of the following:

- Signed Indemnity Agreement (attached)
- Certificate of Insurance
- General Liability - Named Additional Insured Endorsement in favor of City
- General Liability - Primary/Non-Contributory Endorsement in favor of City
- Auto Liability - Named Additional Insured Endorsement in favor of City
- Auto Liability - Primary/Non-Contributory Endorsement in favor of City
- Workers Compensation - Waiver of Subrogation Endorsement in favor of City

No insurance submittals will be reviewed until a completed, signed application form has been submitted along with the required fees.

Questions regarding insurance should be directed to the Engineering Division.



City of Sebastopol
Application for Encroachment Permit

Indemnity Agreement and Acknowledgment of Insurance Requirements

The undersigned Applicant and/or Contractor hereby affirm(s) that for the purpose of the Insurance Requirements for Contractors (Encroachment Permits) attached hereto and incorporated herein by reference, and in consideration of approval by the City of the Encroachment Permit, the Encroachment Permit is considered to be a written contract and a binding agreement between the City and the Contractor to provide the required coverage, and that a copy of this agreement and requirements have been provided to the Insurer.

The undersigned further agree(s) to defend, hold harmless, indemnify and defend the City, its officers, officials, employees and volunteers from and against any and all claims, damages, losses and expenses, including attorney fees, real or alleged liability arising out of or in connection with the work performed by the Applicant and/or Contractor.

Applicant and/or Contractor agree(s) that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property, that this requirement shall apply continuously and not be limited to normal working hours.

CONTRACTOR'S SIGNATURE

Signed: _____ Date: _____
Contractor

Print Name: _____

Company Name: _____

APPLICANT'S SIGNATURE (IF APPLICANT IS NOT CONTRACTOR PERFORMING WORK)

Signed: _____ Date: _____
Applicant

Print Name: _____

Company Name: _____

FOR CITY USE

Fees Paid: \$ _____ Date: _____ Receipt #: _____

Permit Approved: _____ Date: _____

CITY OF SEBASTOPOL

INSURANCE REQUIREMENTS FOR CONTRACTORS (Encroachment Permits)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. A Waiver of Subrogation endorsement is required on Workers' Compensation Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **General Liability:** \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Auto Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

All required general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The *named additional insured* with respect to this contract shall include the following:

The CITY OF SEBASTOPOL, its Officers, Officials, Employees, and Volunteers

2. The *named additional insured* 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 contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

INSURANCE REQUIREMENTS FOR CONTRACTORS (continued)

3. For any claims related to this permit, the Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City of Sebastopol's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
4. It shall be a requirement under this permit that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this permit; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Encroachment Permit Constitutes a Written Contract and a Binding Agreement

For the purpose of these insurance requirements, and in consideration of approval by the City of the Encroachment Permit, the Encroachment Permit is considered to be a written contract and a binding agreement between the City and the Contractor to provide the required coverage. By applying for a permit a contractor signs an Indemnification Agreement which so stipulates, incorporating these requirements by reference, and agrees to provide a copy of same to the insurer(s) for the purpose of preparing the insurance submittals.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverages

Contractor shall furnish the City with original certificates and amendatory endorsements affecting the coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owners policy, provided those forms or policies are approved by the City and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work begins. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

All certificates and endorsements shall reference the appropriate policy number, names of insured, and shall be signed by an authorized representative of the insurer. Original signed documents are required prior to issuance of permits.

Subcontractors Listed on Encroachment Permit Applications

Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Permit. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the permit indemnity and insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the permit prior to commencement of any work and contractor will provide proof of compliance to the City.