



CITY OF SEBASTOPOL

Engineering Division

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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 for approval of your permit application.

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.



**CITY OF SEBASTOPOL
ENCROACHMENT PERMIT APPLICATION**

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) to 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 Number: _____

Permit Number: _____ Date Approved: _____



CITY OF SEBASTOPOL
INSURANCE REQUIREMENTS FOR CONTRACTORS
(Encroachment Permits)

Permittee 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 encroachment permit issued by the City of Sebastopol.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Permittee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit, no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if Permittee provides written verification that it has no employees)

If the Permittee maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires and shall be entitled to the broader coverage and/or higher limits maintained by the Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Permittee 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 Permittee’s insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 12 or CG 20 26; **and** ISO completed operations Forms: CG 20 37.

Primary Coverage

For any claims related to this contract, the Permittee’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Permittee’s insurance and shall not contribute with it.

Notice of Cancellation

Permittee shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Permittee shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Permittee hereby grants to City of Sebastopol a waiver of any right to subrogation which any insurer of said Permittee may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Permittee, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Permittee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage

Permittee shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before access is allowed. However, failure to obtain the required documents prior to the access being allowed shall not waive the Permittee's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Permittee shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Permittee shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.