



Encroachment Permit Insurance Requirements
(Owners and Contractors)

Please review the Encroachment Permit Insurance Requirements (reverse) carefully to ensure that your insurance is in full compliance with requirements for encroachment on City rights-of-way.

INSURANCE:

Insurance which is not in compliance at permit submittal will require additional review time. This is especially true of submittals that are not on City-approved forms. Additional review time will significantly increase the approval time for the permit as well as the likelihood of additional fees. Please confer with your insurance broker before insurance is submitted and plan the scheduling of your encroachment projects accordingly.

COMPLETE INSURANCE CONSISTS OF THE FOLLOWING ITEMS. PLEASE ENSURE THAT THEY ARE ALL SUBMITTED TOGETHER:

- Completed Insurance Certificate on City approved form;
- General Liability Insurance endorsement on City approved form;
- Automobile Insurance endorsement on City approved form;
- Proof of Workers Compensation Insurance with Waiver of Subrogation or certification in lieu of Insurance (see reverse, Section C);

Examples of City approved certificate and endorsement forms are attached.

Thank you.

CITY OF COTATI 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. Bests 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. 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 Permit or the general aggregate shall be twice the required occurrence limit.
- B. Automobile Liability Insurance with coverage at least as broad as ISO Form numbers CA 0001 06 02, 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.

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 insured's 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, 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 _____

- D. Permittee shall furnish City with **certificates AND original endorsements** affecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on forms approved 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	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 IADDT / TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY 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. LEGT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPNDP AGG \$
	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) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				NO STATUTORY LIMITS <input type="checkbox"/> JOTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
GC 20 12 07 98

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:

(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 on your behalf for which the state or political subdivision has issued a permit.

- 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".

2. This insurance does not apply to:

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
SPECIAL ENDORSEMENT**

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

FOR _____ (the "City")

PRODUCER

Telephone _____

NAMED INSURED

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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 any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, It is agreed as follows:

- 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.
- WAIVER OF SUBROGATION.** This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

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:

AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____

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 _____

CITY OF COTATI - ENCROACHMENT PERMIT

GENERAL CONDITIONS

1. All work performed within City right-of-way shall be done in accord with the following specifications:
 - a. State of California, Department of Transportation Standard Specifications, July, 1992, hereinafter referred to as State Standard Specifications.
 - b. City Standard Specifications for construction of water mains.
 - c. City Standard Specifications for construction of sewer mains.
2. Prior to excavation, the trench area shall be cut to a neat and straight line. All concrete shall be saw-cut to the nearest score line prior to removal.
3. Should the contractor, due to his construction, damage pavement outside the cut line or concrete outside the saw-cut area, he will be required to cut a neat line around said damaged area, prior to removal.
4. During construction the contractor shall provide adequate flagmen, safety barricades and cones all in accord with applicable sub-sections of Section 7 of the State Standard Specifications.
5. Material excavated from trench shall be removed immediately from the site.
6. Should the utility trench cut across existing sanitary sewer laterals or water services, the following shall apply.
 - a. All broken sewer lateral lines shall be replaced with 4" Ductile Iron. The new pipe section shall be connected at each end with the existing pipe by means of stainless steel calder couplings and the new pipe shall be supported by a 2 x 6 redwood bridge across the trench and supported a minimum of 1 foot into native material at each end.
 - b. The City prior to backfill of trench shall inspect each sanitary sewer lateral, which is crossed.
 - c. If a water lateral is broken it shall be replaced with copper line and adequate brass connections all in accord with City standards. The City shall inspect all repairs prior to backfill of any water lateral, which is damaged during construction.
 - d. The Utility Company or Contractor shall be fully responsible for all cost of broken sanitary sewer or water services and for any damage done to City sewer or water mains.
7. All backfill of trenches shall be accomplished by use of Class II Aggregate Base import material. Compaction of backfill shall be 95%.
8. The final surfacing shall be placed in a pavement opening cut at least five (5) inches outside of the trench wall to provide proper tie-in of the resurfaced area to the existing pavement.
9. Street structural section shall be as specified on the Encroachment Permit, or not less than 2" A.C. over 12" Class II A.B., whichever is greater.
10. The contractor shall secure a Trench Permit from the California Division of Industrial Safety prior to excavation of any trench over five (5) feet in depth.

Encroachment Permit General Conditions

11. Construction Contractor assumes sole and complete responsibility for job site conditions during the course of construction, including safety of all persons and property. This requirement shall be made to apply continuously and not be limited to normal working hours. Construction Contractor shall define, indemnify, and hold Engineer, Owner, and City harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Engineer, Owner, and City.
12. The Engineer and City accept no liability for the existence or nonexistence of Utilities. Contractor and others using this drawing must confirm the location of underground lines or structures with the utility companies prior to commencing construction. **Contact USA 800-642-2444** for marking of utility lines.
13. Contractor shall provide temporary safety barricades and other precautions for public safety during construction as required by the City of Cotati.
14. All trenches or hole openings shall be protected against cave-in either by suitable shoring, cages, or proper sloping.
15. All work and equipment shall comply with the California Division of Industrial Safety Requirements.
16. The Contractor shall be responsible for all dust and debris created by construction or grading. The City requires that the site be watered to lay dust at all times during construction including weekends and holidays if conditions are created on-site which cause a nuisance to surrounding property owners. All materials washed from the site become the responsibility of the contractor. The City Inspector may require on-site dikes or sandbags to protect erosion of material onto public or private property.
17. Variances from City of Cotati Standards require the prior written approval of the City Engineer.
18. If a street has been cut to install utilities or to match existing pavement, the street shall be slurry sealed in accord with Standard Specifications of the State of California Section 37-2. The extent of area to be sealed shall be determined the Superintendent of Public Works or the City Inspector.
19. The City Arborist or the Planning Director shall direct all work inside any tree's dripline and/or within ten (10) feet of a tree.
20. Public Works Department and Building Department shall be notified 48 hours in advance of start of work to schedule inspections.
21. A pre-construction meeting may be required prior to issuance of permit to review specific conditions of construction.