NOTICE TO ENCROACHMENT PERMIT APPLICANTS (Owners and Contractors)

City of Rohnert Park **Development Services**

Please review the attached Encroachment Permit and Insurance Requirements carefully to ensure your insurance is in full compliance with requirements for encroachment on City rights-of-way. The City of Rohnert Park maintains a strict street work moratorium on roads that have been resurfaced. Call (707) 588-2232 to determine if a moratorium is in effect on any street. If emergency work must occur on a moratorium street, Development Services will notify you of the required extent of restoration work including removals, cold-planing, and resurfacing required.

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.

FEES:

The current fees for an encroachment permit issued by the City of Rohnert Park are as follows:

Minor Permit: \$391.00* Major Permit: \$1,619.00* Investigative Fee: equal to applicable permit fee for work started without approved permit.

*Minimum charge per permit or actual cost at City Staff hourly rate, whichever is greater. All checks should be made payable to the City of Rohnert Park.

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

Completed Encroachment Permit form (2-page permit);
Plans/drawing/sketch for the proposed work;
Minimum fee is due to begin review of permit;
Completed Insurance Certificate on City form;
General Liability Insurance endorsement on City form (CG 20 12 07 98)
Automobile Insurance endorsement on City form;
Proof of Workers Compensation Insurance with Waiver of Subrogation

Copy of proof of valid City of Rohnert Park Business License.

Thank you.

Revised: 7/01/2023 Page 1 of 2



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:	
Doto/L	mitiala

		Date/Initials	
Print clearly and legibly. Fill in all applicable sections.	Only complete submittals will be acce	pted.	
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:			
Description of work:			
This permit is to be strictly construed and no work or activall the terms, conditions, and restrictions written hereon or			
INSURANCE CERTIFICATES AND ENDORSEME certificate and endorsements forms are available on City website or		permit for specific requirements. City-approved	
PROOF OF BUSINESS LICENSE REQUIRED INSPECTION REQUIRED (Call Public Works Insp	ector at 588-2237 at least 24 hours pr	ior to commencement of work and/or	
requesting an inspection.)			
FEE REQUIRED: Minor Encroachment Permit/Insper * Minimum charge per permit or actual cost at City Staff hourly rat		mit/Inspection: \$1,619*	
PLANS/DRAWING/SKETCH FOR THE PROPOSE	D WORK – 8.5X11 OR 11X17		
Work shall not proceed until the permit is approved by the Investigative Fee will be charged equal to the applicable p			
complete the work within that time frame will require a new	w permit application and fees to be subn	nitted and approved prior to the start of	
work. Permittee shall call Underground Service Alert a existing underground utilities.	it 1-800-22/-2600 a minimum of 48 no	ours before any excavation to locate	
To the full extent permitted by law, Permittee and Contractor			
Rohnert Park, its officers, elected officials, employees, agent disability, losses, expenses including attorney's fees and othe			
entity including Permittee, in whole or in part, arising out of	Permittee's activities hereunder, includin	g the activities of other persons employed	
or utilized by Permittee in the performance of this Written A			
acceptance of the work or work product hereunder) excepting indemnification obligation is not limited in any way by any limited in any limited in any way by any limited in any limited i			
Permittee under Worker's Compensation, disability or other	employee benefit acts or the terms, applic	cability or limitations of any insurance held	
or provided by Permittee and shall continue to bind the partic THE UNDERSIGNED AGREES THAT THE WORK WI			
STANDARDS AND SUBJECT TO THE PERMIT'S TER			
PAGE 2 OF THIS PERMIT, AND SUBJECT TO INSPEC	CTION AND APPROVAL.		
No construction work shall be performed under this			
permit unless signed & stamped APPROVED	Permittee Signature	Date	
by the City of Rohnert Park. {This section for City Use Only}	Contractor Signature	Date	
	Contractor Signature	Date	
	APPROVED: City of Rohnert Park	Date	
	AT I KOVED. City of Konnert Park	Date	

Revised: 7/01/2017 Page 2 of 2

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. 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. 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 Permitee'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	e Section 3700 which requires every
employer to be insured against liability for workers' of	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	rmance 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 <u>must be</u> 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...".
- 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.
- Automobile Liability: "Any Auto" \$2,000,000 Combined Single Limit per accident for bodily injury and property damage.
- 3. <u>Workers' Compensation</u>: 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)

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

<u>NOTE</u>: 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 <u>and</u> 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."

_	RTIFICATE OF IN		"City")		ISSUE DAT	E MM/DD/YY)
PRO	DUCER				OF INSURANCE IS NOT AN INSURANCE F R ALTER THE COVERAGE AFFORDED BY	
				COMPANY	COMPANIES	BEST'S RATING
				COMPANY		
INSURED						
INSURED			COMPANY LETTER C			
				COMPANY		
				COMPANY LETTER E		
REQUIR	REMENT, TERM OR CONDITION OF ANY CO	NTRACT OR OTHER DOCUM	MENT WITH RESPECT TO	WHICH THIS CERTIFICATI CH POLICIES. LIMITS SHO	OVE FOR THE POLICY PERIOD INDICATED. E MAY BE ISSUED OR MAY PERTAIN, THE IN WN MAY HAVEN BEEN REDUCED BY PAID C	ISURANCE AFFORDED BY
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUS	ANDS
					GENERAL AGGREGATE	\$
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$
	☐ CLAIMS MADE ☐ OCCUR.				PERSONAL & ADVERTISING INJURY EACH OCCURRENCE	\$
	 □ OWNER'S & CONTRACTOR'S PROT. □ OTHER 				FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	□ ANY AUTO □ ALL OWNED AUTOS				BODILY INJURY	4
	SCHEDULED AUTOS HIRED AUTOS				(Per person) BODILY INJURY	\$
	□ NON-OWNED AUTOS □ GARAGE LIABILITY				(Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY UMBRELLA				EACH OCCURRENCE	\$
	OTHER THAN UMBRELLA FORM				AGGREGATE	\$
					STATUTORY	
	□ WORKER'S COMPENSATION AND				EACH ACCIDENT	\$
	EMPLOYERS' LIABILITY				DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$
THE	FOLLOWING PROVISIONS None of the above-described policies	S APPLY:		tice has been given to	o the City at the address indicated belo	ow.
2. 3. 4. 5. 6.	The City of Rohnert Park, its officers, t is agreed that any insurance or self The City is named a loss payee on th All rights of subrogation under the pro	elected officials, employ f-insurance maintained b ne property insurance po operty insurance policy li amed above, if any, agre	yees, agents and volui by the City will apply in dicies described above isted above have beer ees to waive all rights	nteers are added as in excess of and not cor e, if any. In waived against the C	sureds on all liability insurance policientribute with, the insurance described	s listed above. above.
CER	TIFICATE HOLDER/ADDITI	ONAL INSURED		AUTHORIZED	REPRESENTATIVE	
CITY OF ROHNERT PARK			SIGNIATI IDE			
	AVRAM AVENUE			TITLE		
ROHNERT PARK, CA 94928			PHONE NO			

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 "productscompleted 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) LOSS ADJUSTMENT EXPENSE In Addition to Limits In Addition to Limits		
Telephone	□ Deductible □ Self-Insured R	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 rep	presentative for claims pursu	ant to this insurance.
\$ per accident, for bodily injury and property damage.	Address:		
In consideration of the premium charged and notwithstanding an inconsistent statement in the policy to which this endorsement is attached or any endorsement 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 def claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured 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 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 In primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Named In 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 redelivery 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 endor is attached.			
ENDORSEMENT HOLDER			
CITY OF ROHNERT PARK 130 AVRAM AVENUE ROHNERT PARK, CA 94928	REPRESENTATIVE I authority to bind the al	bove-mentioned insuran bind this company to this (original signature requ	e), warrant that I have ce company and by my endorsement.

Exhibit 3

			EX	
	SUBMIT IN DUPLICATE			
WORKERS' COMPENSATION AND EMPLOYER'S LISPECIAL 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)			
Telephone	OTHER PROVISION	S		
NAMED INSURED				
CLAIMS: Underwriter's representative for claims pursuant to this insurance.	EMPLOYERS LIABILITY LIMITS			
Name: Address:	\$ (Each Accident)			
	\$ \$_	,	,	
Telephone: ()	\$	(Disease - Each Employ	yee)	
In consideration of the premium charged and notwithstanding an inconsistent statement in the policy to which this endorsement is attached or any endorsement now of 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 an 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				
CITY OF ROHNERT PARK 130 AVRAM AVENUE ROHNERT PARK, CA 94928	Iauthority to bind the a signature hereon do so	eroker/Agent @ Underwrite (print/type namely	ne), warrant that I have nce company and by my	
	Telephone: ()	Date signed:	:	

REV. 11/08