



City of Rohnert Park  
Development Services

## NOTICE TO ENCROACHMENT PERMIT APPLICANTS (Owners and Contractors)

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: \$351.00\*

Major Permit: \$1,452.00\*

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.**



### 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](http://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: **\$351\***; Major Encroachment Permit/Inspection: **\$1,452\***  
\* 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. 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 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](mailto: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.																		
INSURED	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="text-align: center;"><b>COMPANIES</b></td> <td style="text-align: center;"><b>BEST'S RATING</b></td> </tr> <tr> <td>COMPANY LETTER <b>A</b></td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER <b>B</b></td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER <b>C</b></td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER <b>D</b></td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER <b>E</b></td> <td>_____</td> <td>_____</td> </tr> </table>		<b>COMPANIES</b>	<b>BEST'S RATING</b>	COMPANY LETTER <b>A</b>	_____	_____	COMPANY LETTER <b>B</b>	_____	_____	COMPANY LETTER <b>C</b>	_____	_____	COMPANY LETTER <b>D</b>	_____	_____	COMPANY LETTER <b>E</b>	_____	_____
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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.

<b>CERTIFICATE HOLDER/ADDITIONAL INSURED</b> <b>CITY OF ROHNERT PARK</b> <b>130 AVRAM AVENUE</b> <b>ROHNERT PARK, CA 94928</b>	<b>AUTHORIZED REPRESENTATIVE</b>  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: \_\_\_\_\_



<b>SUBMIT IN DUPLICATE</b>		
<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR <u>CITY OF ROHNERT PARK</u> (the "City")</b>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER   Telephone _____	<b>POLICY INFORMATION:</b> Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____	
NAMED INSURED	<b>OTHER PROVISIONS</b>	
<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	<b>EMPLOYERS LIABILITY LIMITS</b> \$ _____ (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.		
<b>ENDORSEMENT HOLDER</b>	AUTHORIZED <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ REPRESENTATIVE	
<b>CITY OF ROHNERT PARK 130 AVRAM AVENUE ROHNERT PARK, CA 94928</b>	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: _____	

County of Sonoma Health Officer requirements for:  
No. C19-09 Extending the Shelter-in-Place Order No. C19-05 Beyond May 3, 2020

The "Shelter-in-Place Order No.C19-05" issued by County of Sonoma Health Officer has been updated. The new order "No. C19-09 Extending the Shelter-in-Place Order No. C19-05 Beyond May 3, 2020" published May 1, 2020 requires additional measures be implemented on construction projects. The reason for the modification is the order allows for a greater number of project to qualify as essential or exempt and as such greater safety must be taken because there will be greater number of people in the field. You will also note there is now no specified end date to the order.

You are required to complete Appendix A, together with any supplemental materials to document compliance with Appendix B. If after reviewing these protocols, the City requires revisions, you will be notified.

Once approved, you will be required to post these documents on site. Once posted you must implement the safety measures proposed. Please note inspectors will be verifying compliance and if protocols are not being followed then inspections will not move forward and the site may be shut down. Note the status of these projects are based on the County of Sonoma Health Officer order in effect at the time and the status can be changed.

A copy of the order can be found here as it contains additional instructions on required protocols:  
<https://socoemergency.org/order-of-the-health-officer-no-19-09-shelter-in-place-extended/>

**Please note:** Appendix A and B are attached. They can also be found at the link above.

## Appendix A: Social Distancing Protocol

Business name: .

Facility Address:

Approximate gross square footage of space open to the public: Click or tap here to enter text.

**Essential Businesses must implement all applicable measures listed below, and be prepared to explain why any measure that is not implemented is inapplicable to the business.**

### Signage:

Signage at each public entrance of the facility to inform all employees and customers that they should: avoid entering the facility if they have COVID-19 symptoms; maintain a minimum six-foot distance from one another; sneeze and cough into a cloth or tissue or, if not available, into one's elbow; wear facial covering, as appropriate; and not shake hands or engage in any unnecessary physical contact.

Signage posting a copy of the Social Distancing Protocol at each public entrance to the facility.

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### Measures to Protect Employee Health (check all that apply to the facility):

Everyone who can carry out their work duties from home has been directed to do so.

All employees have been told not to come to work if sick.

Educated employees and management to carry out COVID-19 mitigation plans and protocols.

Provide training to employees on COVID-19 mitigation measures for customer-facing activities.

Temperature checks to verify the employee's temperature is below 100.0 F before entry into workplace.

Symptom checks are being conducted before employees may enter the work space.

Employees are required to wear facial covering, as appropriate.

All desks or individual work stations are separated by at least six feet.

Break rooms, bathrooms, and other common areas are being disinfected frequently, on the following schedule:

Break rooms:

Bathrooms:

Other (Click or tap here to enter text.): Click or tap here to enter text.

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- Disinfectant and related supplies are available to all employees at the following location(s): Click or tap here to enter text.
- Hand sanitizer effective against COVID-19 is available to all employees at the following location(s): Click or tap here to enter text.
- Soap and water are available to all employees at the following location(s): Click or tap here to enter text.
- Copies of this Protocol have been distributed to all employees.
- Optional—Describe other measures: Click or tap here to enter text.

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**Measures to Prevent Crowds from Gathering (check all that apply to the facility):**

- Limit the number of customers in the store at any one time to Click or tap here to enter text., which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times.
- Post an employee at the door to ensure that the maximum number of customers in the facility set forth above is not exceeded.
- Placing per-person limits on goods that are selling out quickly to reduce crowds and lines. Explain: Click or tap here to enter text.
- Optional—Describe other measures: Click or tap here to enter text.

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**Measures to Keep People at Least Six Feet Apart (check all that apply to the facility)**

- Placing signs outside the store reminding people to be at least six feet apart, including when in line.
- Placing tape or other markings at least six feet apart in customer line areas inside the store and on sidewalks at public entrances with signs directing customers to use the markings to maintain distance.
- Separate order areas from delivery areas to prevent customers from gathering.
- All employees have been instructed to maintain at least six feet distance from customers and from each other, except employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.
- Optional—Describe other measures: Click or tap here to enter text.

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**Measures to Prevent Unnecessary Contact (check all that apply to the facility):**

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- Preventing people from self-serving any items that are food-related.
  - Lids for cups and food-bar type items are provided by staff; not to customers to grab.
  - Bulk-item food bins are not available for customer self-service use.
  - Not permitting customers to bring their own bags, mugs, or other reusable items from home.
  - Providing for contactless payment systems or, if not feasible, sanitizing payment systems regularly.  
Describe: Click or tap here to enter text.
  - Optional—Describe other measures (e.g. providing senior-only hours): Click or tap here to enter text.
- 

**Measures To Increase Sanitization (check all that apply to the facility):**

- Disinfecting wipes that are effective against COVID-19 are available near shopping carts and shopping baskets.
- Employee(s) assigned to disinfect carts and baskets regularly.
- Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility, at checkout counters, and anywhere else where people have direct interactions.
- Disinfecting all payment portals, pens, and styluses after each use.
- Disinfecting all high-contact surfaces frequently.
- Optional—Describe other measures: Click or tap here to enter text.

\* Any additional measures not included here should be listed on separate pages and attached to this document.

**You may contact the following person with any questions or comments about this protocol:**

**Name:**

**Phone number:**

## **Appendix B: COVID-19 Construction Field Safety Requirements**

The following are required elements of a Social Distancing Protocol for construction businesses engaged in allowed construction activity under Section 16.f.vi of the Health Officer's Order C19-09, dated May 1, 2020.

1. If requested, submit to the appropriate County Representative the new or updated Social Distancing Protocol consistent with these guidelines;
2. Establish an assembly point for staff, before the start of work each day that complies with the recommended social distancing parameters;
3. Establish a daily screening protocol for arriving staff, to ensure that potentially infected staff do not enter the work site. If workers leave and re-enter the work site during the shift, re-screen individuals prior to re-entry into the work site;
4. Provide a daily tailgate session reviewing site protocols to mitigate potential spread of the virus. As information is changing continuously regarding COVID-19, these tailgates should occur daily and contractors should document attendance and require worker signatures;
5. Designate a Site Safety Rep (SSR) to monitor and implement all recommended safety practices regarding the COVID-19 virus with all contractor staff members. Labor supervisors must have the authority, through consultation with the SSR, to halt all activities that do not adhere to the COVID-19 safety practices. The SSR should have training commensurate with this hazard and all required industrial hygiene practices that may be required on the job site. This person will be responsible to maintain supplies of disinfectants and make sure that workers follow decontamination, hand washing, and distancing;
6. For work sites where multiple employers share the same work space, inform all employers about each Social Distancing Protocol and site-specific COVID-19 Construction Field Safety Requirements. Where one contractor enters the space of another contractor, the most stringent protocol or guideline will be followed. Stagger the trades as needed to reduce density and maintain social distancing and separation of at least 6 feet. Minimize interactions when picking up or delivering equipment or materials;
7. Regularly clean and sanitize trailers, toilets, and other enclosed spaces;
8. Social distancing must be maintained in elevators and lifts. Establish a regular cleaning and disinfection schedule for elevators and lifts. Identify other "choke points" or "high-risk areas" where persons may come into close contact, and take appropriate steps to maintain social distancing and hygiene;
9. Establish a cleaning and decontamination protocol prior to entry and exit of the job site. Establish a similar cleaning protocol within the job site area;

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10. Establish cleaning and/or hand washing stations within the work areas. They should be of sufficient quantity to allow staff to remain within the work areas without exiting into break areas. It is critical to adequately maintain these stations continuously;
11. Establish adequate time in the workday to allow for proper cleaning and decontamination including prior to leaving the job site for the day;
12. Ensure easy access to parking, since public transit may be limited;
13. Assign a second safety officer to the construction site to ensure protocols are being followed;
14. Ensure all persons utilize appropriate personal protective equipment, including facial coverings or masks, depending on the nature of the work; and
15. Establish a Code of Safety Practices that will at a minimum require staff/labor to follow the following practices during the course of their work:
  - a. If you feel sick, or have been exposed to anyone who is sick with COVID-19, stay at home. You may be required to provide COVID-19 test result showing a negative result (not infected with COVID-19) before being allowed to return to work. This is critical to preventing spread of the virus.
  - b. Wash hands frequently for at least 20 seconds with soap and water. Avoid touching your face with un-sanitized hands. Avoid touching common surfaces with bare hands.
  - c. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum 6 feet separation from one another at all times feasible. Do not shake hands or make other unnecessary direct contact with other staff.
  - d. Do not carpool with other staff unless they are family members living within your household. Do not share phones. Use of microwaves, water coolers, and other similar group equipment for breaks is suspended until further notice.
  - e. Clean and disinfect personal tools prior to use, as well as group tools.
  - f. Disposable paper towels and similar waste must be deposited in non-touch waste bins.
  - g. Do not cough or sneeze into your hand; rather, direct coughs and sneezes into a cloth or tissue or, if not available, the crook of your arm at your elbow; follow established CDC guidelines.
  - h. Workers should change work clothes and shoes prior to arriving at home. All clothing should not be shook out. Launder work clothes separate from other laundry.