



INSURANCE & BONDING REQUIREMENTS FOR CONTRACTORS

The City of Fresno policy is as follows:

The COF requires any contractor working in the Right-of-Way to pull a “street work” permit.

The Street work permit will be issued by the Public Works Department:

2600 Fresno Street, **Room 4064**
Fresno, CA 93721-3623

The requirements for the permit are:

- 1) The contractor must be in possession of signed approved plans for the project.
- 2) The contractor must be a current (State of California) licensed contractor.
- 3) The contractor provides the COF with a copy of their current insurance includes *Commercial General Liability* with additional insured and primary / noncontributory endorsements, *Commercial Automobile Liability* with additional insured and primary / noncontributory endorsement and *Workers Compensation* with a waiver of subrogation endorsement. The City of Fresno, its officers, officials, agents, employees and volunteers must be named as “additional insured” on the policy. (*See attached copy for the insurance requirements*)
- 4) Insurance must be approved by Risk Management before PW Dept. will issue the permit.
- 5) The contractor must provide the COF with a signed Indemnification and Hold Harmless Agreement. (*See attached copy*)
- 6) The contractor must provide the COF with a signed, notarized Street work Excavation Bond. (*see attached copy*)

The COF will confirm the contractor’s information on the State Board web site.

- Prior to commencing work
 - a) The contractor must provide the COF with a Traffic Control Plan.
 - b) The Traffic Control Plan must indicate the proposed start date.
 - c) The proposed start date must be within a 2 week window, from the time of submission.
 - d) Please allow for a 3-day review of the Traffic Control Plan.

Examples of the Traffic Control Plan format are available for viewing on the COF website

Please contact me directly with any questions,

James Cozad
Engineer II
(559) 621-8670
James.Cozad@fresno.gov

EXHIBIT A INSURANCE REQUIREMENTS FOR STREET WORK PERMIT

In consideration for the issuance of a Permit for the work in the City right of way, Permittee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by CITY'S Risk Manager or his/her designee. The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.
- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage.
- (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.
- (iv) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

Permittee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Permittee shall also be responsible for payment of any self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the CITY. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, PERMITTEE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). **In the event any policy(ies) are due to expire during the work in the City right of way, PERMITTEE shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).**

The General Liability and Automobile Liability insurance policies shall name City of Fresno, its officers, officials, agents, employees and volunteers as an additional insureds. Permittee's insurance shall be primary as respects to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Permittee's insurance and not contribute with it. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

Upon request of CITY, Permittee shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of the Permit.

If at any time during the life of the Permit, Permittee fails to maintain the required insurance in full force and effect, the Permit shall be suspended immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City.

NOTE: A Certificate of Insurance is not acceptable, in lieu of the additional insured endorsement required above. The certificate of insurance **must** be accompanied by the additional insured endorsement.

STREETWORK AND EXCAVATION BOND

BOND NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and

_____ a Corporation, authorized to do business as a surety under the laws of the State of California, as surety, are held and firmly bound to the City of Fresno, a Municipal Corporation, in the sum of twenty-five thousand dollars (\$25,000.00), for the payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, and heirs, executors and administrators, jointly and severally by these presents.

The condition of this bond is such that:

WHEREAS, the above bonded principal desires to obtain, from time to time, permits to make excavations, dig trenches, remove and/or demolish certain curbs, gutter, sidewalks and street pavement, and to alter and/or cut street and alley structures and appurtenances thereof in and upon the public streets, alleys sidewalk areas and other public places in the **City of Fresno**, California, all in accordance with the provisions of Article 2 of Chapter 13 of the Municipal Code of the **City of Fresno**.

NOW THEREFORE, if the above bonded principal shall well and truly perform or cause to be performed, in a manner which fully complies with the provisions of said article of the Municipal Code, as said article now reads or may be hereafter amended during the term of this bond, the excavations made and other work done under each and every such permit issued to said principal, then this bond shall be null and void, but in the event that said principal shall fail to comply with said provisions after notice from the Director of Public Works of the **City of Fresno**, then the City may direct the work to be done in accordance with the provisions of said article, and the cost and expense of such work together with any deficit in the payment for engineering, inspection, staking and other services required to be deposited by the principal under the provisions of said article shall be paid to the **City of Fresno** by said surety, the total liability of said surety not to exceed the amount of this bond. In the event suit is instituted to recover on this bond, said surety will pay to the **City of Fresno** as attorney's fees such as the court may adjudge reasonable.

All bonds as required by FMC Section 13-206 shall be for a period of not less than one year and may remain in effect until canceled. No bond shall be canceled except on thirty days written notice to the director.

Witness our hands and seals this _____ day of _____

Principal

Signature

By: _____
Attorney-in-Fact

Please send Continuation/Cancellation Notices to:
Traffic and Engineering Services Division
2600 Fresno Street, Room 4064
Fresno, CA 93721



**INDEMNIFICATION AND HOLD HARMLESS
AGREEMENT FOR STREET WORK PERMITS**

In consideration for the issuance of a Permit for work in the City right of way and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Fresno (hereinafter referred to as "City") and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the Street Work Permit. Permittee's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

Throughout the life of the Street Work Permit, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

Permittee shall conduct all defenses at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers or invitees.

City shall be reimbursed for all costs and reasonable attorney's fees incurred by City in enforcing this Agreement. This

Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.

Signed on this _____ day of _____ 20__.

Permittee

Witness

Print Name

Print Name

Address

Address

Telephone Number

Telephone Number