

CUPERTINO SANITARY DISTRICT

www.CupertinoSanitaryDistrict.org
20863 Stevens Creek Boulevard, Suite 100
Cupertino, California, 95014
Facsimile (408)-253-5173
Telephone (408) 253-7071

INSTRUCTIONS FOR CONTRACTOR'S REGISTRATION

1. **GENERAL:** The Sanitary Code of Cupertino Sanitary District provides that no person may construct or repair any sewer line or facility in a public street or easement within the District unless:
 - 1.1. The contractor has the proper State license classification to perform scheduled work, and
 - 1.2. The license is active, and
 - 1.3. The Contractor has a CAL OSHA T-1 ANNUAL TRENCH/EXCAVATION permit, and
 - 1.4. The contractor is registered with the District.
 - 1.5. Contractor to pay prevailing wages on all District facilities and may be required to provide the District with a certified copy of their payroll.

2. **REGISTRATION REQUIREMENTS:**
 - 2.1. File a completed District Contractor's Information / Registration Form with the office of the District Manager.
 - 2.2. File a copy of your current State Contractor's License. If license expires within thirty (30) days include a copy of your renewal with certification.
 - 2.3. File a copy of your current CAL OSHA T-1 Trench/Excavation permit.
 - 2.4. File a copy of your current Contractor's Insurance Policies, see requirements of Paragraph 3.

3. **INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTORS:** The Contractor shall procure and maintain, for the duration of the registration, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors. Unless otherwise expressly approved in writing by the District Engineer, such insurance shall conform with the following specifications:
 - 3.1. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
 - 3.1.1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 3.1.2. Insurance Services Office form number CA 0001 (E4 1/87) covering Automobile Liability, code 1 (any auto).
 - 3.1.3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. (for all employees)
 - 3.1.4. Course of Construction insurance providing coverage for "all risks" of loss.
 - 3.2. **Minimum Limits of Insurance.** The Contractor shall maintain limits no less than:
 - 3.2.1. General Liability: \$1,000,000 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 the project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 3.2.2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTORS:

3.2. Minimum Limits of Insurance (cont):

3.2.3 Employer's Liability: \$1,000,000 per accident for bodily injury or death.

3.2.4. Course of Construction: Completed value of the project.

3.3. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

3.3.1. The District, the District Engineer, Mark Thomas & Co. Inc., the County of Santa Clara, and the city in which the project is located, and their respective officers, officials, employees and agents (the "Additional Insured Parties"), shall be named as additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured Parties.

3.3.2. For any claims related to the project, the Contractor's insurance coverage shall be primary insurance with respect to each of the Additional Insured Parties. Any insurance or self-insurance maintained by any of the Additional Insured Parties shall be excess of the Contractor's insurance and shall not contribute with it.

3.3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insured Parties.

3.3.4. The Contractor's insurance shall apply separately to each of the Additional Insured Parties against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.3.5. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to each of the Additional Insured Parties.

3.3.6. Course of construction insurance shall name the District as loss payee, as its interest may appear, and shall include a waiver of all rights of subrogation against the District.

3.4. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

3.5. Verification of Coverage.

The Contractor shall furnish the District with original certificates of insurance or endorsements evidencing coverage required by these specifications. The certificates or endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates or endorsements are to be in form and substance satisfactory to the District and shall be received and approved by the District Engineer before work commences. At the request of the District, The Contractor shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

3.6. Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.7. A certificate of the Contractor's Workers' Compensation Policy shall be attached to the registration form. The requirements of Paragraph 3.5. above do not apply to this policy.

3.8. Facsimile shall not be used for transmittal of Contractor's Registration / Information Forms or Certificates of Insurance. The District requires original signatures.

3.9. **NOTE: ALL MODIFICATIONS / CONDITIONS TO YOUR POLICY SHALL BE MADE BY ENDORSEMENT.**

4. PERIOD OF REGISTRATION: Registration and authorization to do work within public streets or easements as authorized by the District is effective for a period of up to one year from the date of issuance, and must be renewed by the contractor from year to year. The registration and authorization to do work may be revoked if, in the opinion of the District, the contractor has violated the terms of the District ordinance or has failed to comply with the terms and conditions of registration.

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CONTRACTOR'S INFORMATION/REGISTRATION FORM

Name of Contractor/Firm: _____ Fed. Tax ID NO: _____
State Tax ID NO: _____

Business Address: _____

Phone No: (____)____-____ Fax No: (____)____-____ Email: _____

Two (2) persons that may be reached for emergency work after hours:

Name: _____ Name: _____

Cell Phone No: (____)____-____

Cell Phone No: (____)____-____

Other Phone No: (____)____-____

Other Phone No: (____)____-____

Classification of license issued under the State Contractor's License Law of the State of California:

Classification: _____ **License No.:** _____ **Expiration Date:** _____

GUARANTEE AND INDEMNIFICATION AGREEMENT

In consideration of the acceptance of my/our registration and the granting of authorization to install, construct or repair sanitary sewerage facilities in public roads or easements pursuant to contract or permit of Cupertino Sanitary District, Santa Clara County, California, I/we do hereby agree to remedy any defects in the work and pay for any damages to other work resulting therefrom that may appear within a period of one year after completion of the work, and do further agree to indemnify and save harmless said Cupertino Sanitary District, its officers and employees, Mark Thomas & Co. Inc., District Engineer, its officers and employees, County of Santa Clara, its officer and employees, the City of Cupertino, its officers and employees, and the City of Saratoga, its officers and employees, from any damages or claims of damages sustained or arising in the performance of work or in consequence thereof.

Signed this _____ day of _____, 20____

By _____ Title: _____

----- **FOR OFFICE USE ONLY** -----

CUPERTINO SANITARY DISTRICT TEMPORARY REGISTRATION

Registration accepted and authorization to do work granted this day of _____, 20.....

This registration expires on _____, 20.....

Restrictions:

MARK THOMAS & CO. INC.
District Manager-Engineer

By _____