

CITY OF SUNNYVALE
Department of Public Works
Engineering Division

**PERMIT APPLICATION
FOR ENCROACHMENT**

(Non-Transferable)

☐ Construction - Private Facilities

☐ Construction - Public Facilities

☐ Emergency

☐ Occupancy

OFFICE USE ONLY

Permit Number: _____

Date of Issue: _____

Expiration Date: _____

APPLICANT:

Name: _____

Date: _____

Mailing Address: _____ Phone: _____

☐ Private Individual/Entity

☐ Other: _____ Email: _____

☐ Franchised Public Utility

☐ Certificated Communications Co.

LOCATION: _____

Contractor Name: _____ Phone: _____

Address: _____

Email: _____

Contractor shall have a Class ____ license to do permitted work.

See encroachment permit requirements on the next page for license classification requirements.

Contractor License #: _____ **City Business License #:** _____

DESCRIPTION OF WORK:

Box to be completed by Staff

	Subgrade	Form	Place	FINAL		Trench	Install	Backfill	FINAL
☐	Sidewalk					Storm			
☐	Driveway					Sewer			
☐	Curb					Gas			
☐	Paving					Water			
Other:						Telephone			
						Electric			
						Fire Service			
Completion:						1 Year:			

I have read the general requirements on the back of this application and shall comply with them, any special conditions, and all provisions of SMC Ch. #13.08, if a permit for this application is granted.

Applicant Understands License Requirement

(initial)

**CONTRACTOR SHALL CALL (408) 730-7415
BEFORE 4:00 PM, 24 HOURS PRIOR TO
STARTING ANY WORK AND FOR EACH
INSPECTION REQUEST, INCLUDING THE
FINAL INSPECTION.**

(initial)

Name of Applicant/Agent (print)

Uninspected work will be rejected

(initial)

Signature of Applicant/Agent

FEES

CONSTRUCTION (STREET-CUT)

Single Permit to 50 LF.....\$ _____

Each additional 100 LF or fraction thereof.....\$ _____

Each additional class of work (i.e., water, sewer...) ...\$ _____

OCCUPANCY/USE OF RIGHT-OF-WAY

Permit Fee.....\$ _____

TOTAL AMOUNT DUE.....\$ _____

Insurance Certificate Attached	
Insurance Certificate Waived	
Bond Posted	
Bond Requirement Waived	

Encroachment Permit Requirements

For All Work Within the Public Right of Way and/or Public Utility Easement

(Applicant must allow 10 working days to process, review, and issue permit if no revisions are required. Do not schedule any construction within this 10-day minimum window)

The following items shall be submitted online through [E-Onestop Online Services](#):

1. Permit Application for Encroachment	The Permit Application for Encroachment shall be completed and signed. Submit the following licenses for the listed contractor and any subcontractor(s): - A valid California Contractor's License Number (see below) - City of Sunnyvale Business License Number
2. Exhibit A – Insurance & Indemnification Requirements	See pages 4-6 of the Permit Application for Encroachment. - Page 6 must be signed and dated.
3. Site Plan Exhibit	The site plan requires the following: - Existing site conditions with dimensions - Proposed improvements with dimensions. - The plans shall reference the relevant City of Sunnyvale Standard Details in note or callout form. - All utility features in the public right-of-way (e.g., water meter, tree, fire hydrant, streetlight, etc.) shall be shown on the plans. For single item improvements, the plan can be prepared on 8 ½" x 11" paper.
4. Traffic Control Checklist	- Completed Traffic Control Checklist
5. Traffic Control Plan	- Complies with the Temporary Traffic Control Checklist and Guidelines, as needed depending upon location, hour and/or nature of work approved by Traffic Engineer.
6. Certificate of Insurance	Example COI can be found on pages 7-12 of the Permit Application for Encroachment

*Approval from other agencies (Caltrans, Santa Clara Valley Water District, etc.) may be required.

- (a) The Contractor shall have a **Class A General Engineering License**. The following licenses are acceptable for the scope of work as described. All other class licenses will only be issued a permit upon approval by the City Engineer.
- **B General Building** may perform incidental work as approved by the City Engineer
 - **C8 Concrete Contractor** may perform driveway approach and sidewalk project.
 - **C12 Earthwork and Paving Contractors** may perform grading work.
 - **C16 Fire Protection Engineering Contractors** may perform installation of fire service lines.
 - **C27 Landscaping Contractors** may perform landscaping related work.
 - **C31 Construction Zone Traffic Control Contractor** may perform traffic control work.
 - **C32 Parking and Highway Improvement Contractors** may perform parking lot pavement work including installation of protective vehicle signage and/or device.
 - **C34 Pipeline Contractor** may perform water and gas line work including trenching, compacting and surface paving.
 - **C42 Sanitation System Contractors** may perform sanitary sewer line work including trenching, compacting and surface paving. Under no circumstance shall the C36 Plumbing Contractors be allowed to perform sewer line work in the public right-of-way.
 - **C57 Water Well Drilling Contractor** may perform installation and repairs of water wells and pumps by boring, drilling, excavating, casing, cementing and cleaning to provide a supply of uncontaminated water.

GENERAL CONDITIONS/REQUIREMENTS

Encroachments in the City of Sunnyvale

Note: Below are listed general requirements to be followed for work within all public street or utility easement areas. However, these do not relieve the applicant from full conformance with all the terms, conditions, and rules of the Encroachment Ordinance, and the Standard Specifications and Details of the City of Sunnyvale.

1. Anyone found working in the right-of-way without personal protective equipment will be asked to stop work.
2. Prior to commencing construction, Permittee shall **notify Underground Service Alert at 800-642-2444**, which will advise agencies having installations in the area adjoining the street cut to mark their utilities.
3. Permittee shall provide access to all areas in the vicinity of the encroachment and shall provide necessary temporary sidewalks and warning signs as requested by Section 13.08.190 of the Encroachment Ordinance.
4. Permittee shall **notify the Public Safety Department, non-emergency dispatch at 408-730-7100** if the work will block the passage of emergency vehicles.
5. Permittee shall employ construction practices which will prevent pollutants such as mud, silt, chemical residue, and washings from concrete and saw-cutting from entering storm drains.
6. Permittee shall make construction zones safe for passage by bicyclists by protecting the work zone, minimizing pavement surface disruptions and posting warning signs for bicyclists. (See attached Standard Operating Procedures).
7. A permit for an **emergency street cut** shall be secured not later than the working day immediately following the emergency street cut.
8. If the completion/expiration date stated on the permit will be exceeded, an application for a **time extension** must be filed with the City Engineer. The new completion date shall be indicated on the permit.
9. A Permittee for an encroachment permit for a driveway shall apprise himself of the conditions set out in Section 13.08.180 of the Encroachment Ordinance.
10. If an unknown **underground facility is encountered**, work shall cease immediately, and both the City Engineer and the utility shall be notified. Work will not proceed until permission is granted by the City Engineer.
11. Except for Public Utilities, all Permittees shall show an **emergency telephone number** on their barricades.
12. Permittee shall replace all pavement and concrete work according to Sections 13.08.200 and 13.08.210 of the Encroachment Ordinance, and/or the Special Provisions shown on the permit.
13. **Trench plates** may be used and shall be recessed and flush with the adjacent street grade on streets with posted speed limits of 35 MPH or more.
14. Failure of the Permittee to set the required traffic control warning devices in accordance with the approved traffic control plan and latest MUTCD standards may result in a project shutdown, and charges for costs incurred by the City.
15. Between 30 and 45 days after notice of completion, the Permittee shall check for trench settlement and make necessary adjustment, if any, and then call for an inspection.
16. Permittee shall be released 1 year after completion notice from all **requirements to maintain trench pavement and patches**.
17. All **trenches in existing pavement** shall be neatly saw cut. Trench spoils shall be removed from the job site. Backfill shall be per City Standard Detail 16A-1 and 16A-2.
18. Sewer and Water lateral locations shall be indicated by the letters "S" or "W" imprinted on the **top of the curb**.
19. Contractor shall provide as-built drawings to the Public Works inspector prior to final acceptance of the work. Provide survey monumentation letter prior to final acceptance, if applicable.
20. Construction activities permitted Monday through Friday between the hours of 7:00AM-6:00PM daily unless otherwise noted. Saturday hours between 8:00AM-5:00PM upon City Engineer approval only. A minimum 2-week request shall be made by Permittee for any requested Saturday work for City Engineer approval. There shall be no construction activity on Sunday or Federal Holidays.

EXHIBIT "A"
INSURANCE AND INDEMNIFICATION REQUIREMENTS

Applicant shall procure and maintain for the duration of the contract 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 Applicant, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Applicant shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale, Risk Manager. The Applicant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the contract, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Applicant's commercial general liability policy with respect to liability arising out of activities performed by or on behalf of the Applicant; products and completed operations of the Applicant; premises owned, occupied or used by the Applicant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the contract, the Applicant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For any claims related to this project, the Applicant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Applicant's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
5. The Applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by email to riskmanagement@sunnyvale.ca.gov, has been given to the City of Sunnyvale.
7. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Applicant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
8. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Applicant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured and also the additional insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than Superior or excellent and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

Applicant shall furnish the City of Sunnyvale with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Public Works Dept./Engineering, PO Box 3707, Sunnyvale, CA 94088-3707 as the certificate holder. All certificates are to be received and approved by the City of Sunnyvale, Risk Manager prior to commencement of work.

The Applicant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors:

In the event Applicant hires a contractor or sub-contractor to perform any work within the scope of this Permit, Applicant shall require all contractors/sub-contractors to comply with all indemnification and insurance requirements required hereunder in favor of the City. Failure to require such indemnity and hold harmless will be grounds for termination of this Permit. For purposes of Indemnity and Additional Insured Endorsement requirements, work shall be deemed to be performed for the City if the work is performed for or by parties who have been issued a Permit by the City. Any certificate of insurance issued as required by this Permit, where the insurance documents provide additional insured status per written agreement/contract, this encroachment Permit shall be deemed a contract or agreement for any party performing work under the terms and conditions under this Permit.

Applicant shall not allow its duly approved or authorized agents or contractors, or any subcontractors of its duly approved or authorized agents or contractors, to commence work under this Permit until Applicant has obtained, at its own cost and expense, and provided to City in advance of commencing work the requisite evidence or proof of insurance or copies of insurance policies of the types and in the coverage amounts required of Applicant by the City for this Permit. Such insurance and all required endorsements must be in full effect prior to commencing work. Applicant shall furnish separate certificates and certified endorsements naming City as an additional insured, and Applicant shall either include its duly approved or authorized agents or contractors and all subcontractors as insureds under Applicant's insurance policies or Applicant shall furnish separate evidence or proof of insurance coverage or copies of insurance policies and separate certified endorsements naming City as an additional insured from each of

Applicant's duly approved and authorized agents or contractors and all subcontractors of each duly approved and authorized agent or contractor.

Applicant shall inform its duly approved or authorized agents or contractors and all subcontractors of the indemnity and insurance provisions of this Permit and provide them with copies of those provisions. Any duly approved or authorized agents or contractors shall be required to sign the Permit and acknowledge that they have read and understood the indemnity and insurance requirements and agree to be bound by them.

Indemnification, Defend and Hold harmless:

To the fullest extent permitted by law, Applicant shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising out of, or in connection with, all acts or omissions of Applicant or its officers, agents, or employees in rendering services under this Permit; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful misconduct. The defense and indemnification obligations of this Permit are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. Applicant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Permit.

I, the Applicant, have read and understand the above requirements and agree to be bound by them for any work performed under this Permit.

Applicant Signature:

Date:

Applicant (Print Name):

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name of Producer (Insurance Agent) Address Telephone Number	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Name of Insured (Permittee, Contr., Developer*) Address *As required by permit, agreement, etc.	INSURER A : Insurance Company Name		
	INSURER B : Insurance Company Name		
	INSURER C :		<i>(Insurance companies must have a minimum financial strength rating of 'SUPERIOR or EXCELLENT.')</i>
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		Y	GL0000000 (General Liability Policy No.) Must be "additional insured" Must be "occurrence"	Begin Date	Expiration Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AL0000000 (Auto Liability Policy No.)	Begin Date	Expiration Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC0000000 (Workers Comp Policy No.) Must include a "Waiver of Subrogation"	Begin Date	Expiration Date	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Sunnyvale, and its officers, officials, agents, employees and volunteers are included as Additional Insureds with respects to the Commercial General Liability policy. Endorsement CG 20 10 scheduled or automatic CG20 38 AND CG 20 37 scheduled or automatic CG 20 40. Waiver of Subrogation applies to the Workers Compensation policy. All coverage is Primary and Non-Contributory with 30 day written notice of cancellation, except 10 day notice for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Sunnyvale
 Attention: Public Works Dept. / Engineering
 PO Box 3707
 Sunnyvale, CA 94088-3707

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Sunnyvale, and its officers, officials, agents, volunteers and employees.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Sunnyvale, and its officers, officials, agents volunteers and employees.	ADDRESS, Sunnyvale, CA 94086 or "As required by written contract or agreement."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT (COMPLETED
OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.