



TEMPORARY TRAFFIC CONTROL DEVICE INSTALLATION AND REMOVAL ANNUAL PERMIT APPLICATION

City of Surprise, Public Works Department
 Engineering Services
 16000 N. Civic Center Plaza
 Surprise, Arizona 85374
 (623) 222-1734

Date Rec'd: _____	Issue Date: _____
Approved by: _____	
Exp. Date: _____	
Permit # _____	

Certification Issued to (full legal name): _____

PRIMARY CONTACT INFORMATION (AUTHORIZED AGENT RESPONSIBLE FOR DAY-TO-DAY OPERATIONS)

Name:		Business Phone Number:
Company Name (if applicable):		Cellular Number:
Street Address:		
City:	State:	Zip Code:
E-Mail Address		Fax Number:

BILLING CONTACT INFORMATION (AUTHORIZED AGENT RESPONSIBLE FOR PAYMENT AND BILLING)

Name:		Business Phone Number:
Company Name (if applicable):		Cellular Number:
Street Address:		
City:	State:	Zip Code:
E-Mail Address		Fax Number:

THE FOLLOWING DOCUMENTS MUST BE PROVIDED FOR ANNUAL PERMIT:

<input type="checkbox"/> Posses a business license from the City of Surprise <input type="checkbox"/> Proof of Certification from the American Traffic Safety Services Association at a Supervisory level or an equivalent certification as determined by the City Engineer or designee. <input type="checkbox"/> Proof of Insurance or an acceptable program of self-insurance in the amount required by the Risk Management Division (see reverse) _____ (Expiration Date) <input type="checkbox"/> Signed Indemnification (Hold Harmless) Agreement (see below) <input type="checkbox"/> An application fee in the amount of \$ 750.00 _____ <small>(Cash, check or money order payable to the City Of Surprise) (Received By)</small>	<u>Acceptable</u> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No For Office Use Only
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I _____, on behalf of _____ agree to the terms and conditions of the indemnification agreement and insurance requirements listed on the back of this form. I understand that this certification may be suspended or revoked at any time due to non-payment, failure to comply, or lapse of required insurance coverage.

Signature: _____ Date: _____



INSURANCE REQUIREMENTS AND INDEMNIFICATION/HOLD HARMLESS AGREEMENT

INDEMNIFICATION CLAUSE:

Certification Holder shall indemnify, defend, save and hold harmless the City of Surprise and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Certification Holder or any of its owners, officers, directors, members, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Certification Holder to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Certification Holder from and against any and all claims. It is agreed that Certification Holder will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the issuance of this certification, the Certification Holder agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Certification Holder for the City.

INSURANCE REQUIREMENTS:

Certification Holder shall procure and maintain for the duration of this certification and until all Certification Holders obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Certification Holder, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this certification and in no way limit the indemnity covenants contained in this certification. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Certification Holder from liabilities that might arise out of the performance of the work under this certification by the Certification Holder, its agents, representatives, employees or subcontractors and Certification Holder is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- Each Occurrence \$1,000,000
- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000

The policy shall be endorsed to include the following additional insured language: ***"The City of Surprise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Certification Holder"***.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance for this certification.
Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: ***"The City of Surprise shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Certification Holder, including automobiles owned, leased, hired or borrowed by the Certification Holder"***.

3. Worker's Compensation and Employers' Liability Workers' Compensation Statutory Employers' Liability

- Each Accident \$100,000
- Disease – Each Employee \$100,000 Disease
- Policy Limit \$500,000

Policy shall contain a waiver of subrogation against the City of Surprise.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1 On insurance policies where the City of Surprise is named as an additional insured, the City of Surprise shall be an additional insured to the full limits of liability purchased by the Certification Holder even if those limits of liability are in excess of those required for this certification.
- 2 The Certification Holder's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3 Coverage provided by the Certification Holder shall not be limited to the liability assumed under the indemnification provisions of this certification.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this certification shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to **City of Surprise, Public Works Department, Engineering Services, 16000 N. Civic Center Plaza, Surprise, AZ 85374** and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A -. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Certification Holder from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Certification Holder shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required for this certification. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this certification must be in effect at or prior to commencement of work and remain in effect until the certification expires. Failure to maintain the insurance policies as required by this certification or to provide evidence of renewal is a material breach of the certification and will result in permit suspension or revocation. All certificates required by its certification shall be sent directly to **City of Surprise, Public Works Department, Engineering Services, 16000 N. Civic Center Plaza, Surprise, AZ 85374**. The full legal name of the Certification Holder shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this certification at any time. **Do not send certificates of insurance to the City's Risk Management Division.**

F. APPROVAL: Any modification or variation from the insurance requirements for this certification shall be made by the City Engineer or designee, whose decision shall be final. Such action will not require a formal certification amendment, but may be made by administrative action.