Requirements for the Encroachment Agreement
Placement of Crane Over City Right-of-Way

📄 **Crane Encroachment Agreement form is available here:**

👉 Encroachment Agreement Placement of Crane on City Right-of-Way

To ensure acceptance and timely processing by the City of Coral Gables, all crane encroachment agreement documents must comply with the following requirements:

- The agreement must be fully completed, signed, and either neatly printed or typewritten.
- Illegible or incomplete documents may not be accepted by the City.
- Only the current crane encroachment agreement form, revised September 2026, should be used.
- Failure to follow these instructions may result in processing delays or the agreement being returned for correction.

---

1. Agreement Date and Legal Entity Names

- Enter the day, month, and year the agreement is made.
- Enter the exact legal name of the Property Owner as listed on Miami-Dade County Property Appraiser.
- Enter the exact legal name of the General Contractor or Trade Contractor.
- Enter the exact legal name of the Crane Contractor that will operate the crane.

Example:
Jane Doe (Property Owner), ABC Construction, LLC (Contractor), and XYZ Crane Services, Inc. (Crane Contractor).

---

2. Crane Location, Purpose, and Permit Number

- Enter the complete address or a clear description of the property where the crane will be placed.
- Briefly explain the work being performed.
- Enter the applicable permit or application number.

Example:
Crane placement at 123 Main Street, Coral Gables, Florida, to lift mechanical equipment to the roof pursuant to Permit No. BL-2026-000000.

---

3. Agreement Term and Crane Removal

- Enter the date the crane placement will begin. The agreement remains in effect until the crane is removed from the site.
- The City may require temporary or permanent removal of the crane at any time.
- If removal is requested, the Contractor and Crane Contractor must remove the crane promptly and at their own expense.

⚠️ **Important:** If the crane is not removed within two (2) days after the City's request, the City may remove it and impose the removal cost as a lien. In an emergency, the City may remove the crane without prior notice.

4. Proof of Insurance Requirements

<table>
<tr>
<td>Crane Encroachment Agreements

Evidencing Insurance to the City of Coral Gables</td>
<td>Without limiting “OWNER”, “CONTRACTOR” and “CRANE CONTRACTOR” indemnification obligation of the CITY, and during the term of this Agreement, “OWNER”, “CONTRACTOR” and “CRANE CONTRACTOR” shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the “CITY” and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the “CITY”. Certificates or other evidence of coverage shall be delivered via email, fax or US mail to;

Certificate Holder should read:
City of Coral Gables
Attention: Risk Management Division
254 Minocra Avenue, Suite 214
Coral Gables, FL 33134

Such certificates or other evidence of coverage shall be delivered prior to the approval of this Agreement, and shall contain the express condition that the “CITY” is to be given written notice of at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.</td>
</tr>
<tr>
<td>Insurance Requirements For Commercial Owner</td>
<td>Commercial Properties are required to evidence the following Insurance to the City;

<table>
<tr><th>Insurance Coverage Type</th><th>Limit of Liability Required</th><th></th></tr>
<tr><td>Commercial General Liability</td><td>Each Occurrence $1,000,000</td><td>Aggregate $2,000,000</td></tr>
</table>

All insurance policies evidenced to the City shall name the City of Coral Gables as an Additional Insured on a Primary and Non-contributory basis.
All insurance policies evidenced to the City shall contain A Waiver of Subrogation Endorsement in favor of the City of Coral Gables.
All insurance companies providing coverage must have an A.M. Best rating of at least (A-/VI) or an equivalent rating given by a recognized rating agency.

When evidencing insurance to the City, the following documents must be provided;

1. A Certificate of Liability Insurance naming the City of Coral Gables as an additional insured on a primary and non-contributory basis including a Waiver of Subrogation in favor of the City.
2. A copy of the Endorsements evidencing that Additional Insured status has been provided to the City and that this coverage has been provided on a Primary & Non-Contributory Basis.
3. A copy of the Waiver of Subrogation Endorsements for each line of coverage required.</td>
</tr>
<tr>
<td>Insurance Requirements For General Contractor & Crane Contractor</td>
<td>General Contractor & Crane Contractor are required to evidence the following Insurance to the City;

<table>
<tr><th>Insurance Coverage Type</th><th>Limit of Liability Required</th><th></th></tr>
<tr><td>Commercial General Liability</td><td>Each Occurrence $1,000,000</td><td>Aggregate $2,000,000</td></tr>
<tr><td>Automobile Liability</td><td>$1,000,000 limits for Owned, Scheduled, Hired and/or Non-Owned vehicles</td><td></td></tr>
<tr><td>Workers’ Compensation Liability</td><td>$1,000,000 limits per accident, disease and employee</td><td></td></tr>
</table>

All insurance policies evidenced to the City shall name the City of Coral Gables as an Additional Insured on a Primary and Non-contributory basis.
All insurance policies evidenced to the City shall contain A Waiver of Subrogation Endorsement in favor of the City of Coral Gables.
All insurance companies providing coverage must have an A.M. Best rating of at least (A-/VI) or an equivalent rating given by a recognized rating agency.

When evidencing insurance to the City, the following documents must be provided;
1. A Certificate of Liability Insurance naming the City of Coral Gables as an additional insured on primary and non-contributory basis including a Waiver of Subrogation in favor of the City.
2. A copy of the Endorsements evidencing that Additional Insured status has been provided to the City and that this coverage has been provided on a Primary & Non-Contributory Basis.
3. A copy of the Waiver of Subrogation Endorsements for each line of coverage required.</td>
</tr>
</table>

📌 **Reminder:** If you have any questions regarding the certificate of insurance, please contact Marjorie Tapia at **mtapia@coralgables.com**

5. Required Security

The Property Owner, Contractor, or Crane Contractor must provide one of the following forms of security: **Letter of Credit, Surety Bond, Cashier's Check, or Bank Draft.**

The required security amount is determined by the length of time the crane will encroach upon the City's right-of-way, as follows:

TIME CRANE WILL ENCROACH UPON THE RIGHT-OF-WAY	REQUIRED AMOUNT
Five (5) days or less	**$10,000**
More than five (5) days	**$100,000**

- Security must remain valid and enforceable throughout the entire term of the agreement.
- The City may draw upon or collect against the security if the crane is not removed when required or if damage to City property is not repaired.
- **The original Letter of Credit, Surety Bond, Cashier's Check, or Bank Draft must be delivered to the City Attorney's Office at the following address prior to approval of the agreement:**

City of Coral Gables
City Attorney's Office
2020 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134

6. Property Owner, Contractor, and Crane Contractor Signatures

- The authorized representative for the Property Owner must sign and print their name.
- The authorized representative for the Contractor must sign, print their name, and provide their title.
- The authorized representative for the Crane Contractor must sign, print their name, and provide their title.
- Each person signing must have the legal authority to represent the entity and must be listed as an authorized officer or agent on Sunbiz or in the Miami-Dade County Property Appraiser's records. If the signer is not listed, the entity's attorney must provide appropriate documentation evidencing the signer's legal authority to act on behalf of the entity.

7. Notarization

✓ All three notary blocks must be completed.

✓ The notary must indicate physical presence or online notarization.

✓ The date and name of the signer must be completed.

✓ The identification method must be stated.

✓ The notary signature and commission information must be included and legible.

⚠ Do not leave blank spaces in any notary acknowledgment or submit a signature that has not been properly notarized.

8. Submission Process

- Review the entire agreement and confirm that no required field is blank.
- Submit the completed agreement and certificates of insurance to Enga Paulk at epaulk@coralgables.com. For further assistance, please call 305-722-8629.

---

9. After Submission

- The City will review the agreement for completeness.
- Insurance documents will be reviewed for compliance by the Risk Manager, Marjorie Tapia.
- The required security will be confirmed.
- Corrections or additional documents may be requested before final approval.

Final Checklist

✓ Current form revised September 2026 is used.

✓ Agreement date and exact legal entity names are complete.

✓ Crane location, purpose, permit/application number, and start date are entered.

✓ Required $10,000 or $100,000 security is included and valid for the full term of the agreement.

✓ Property Owner, Contractor, and Crane Contractor signature blocks are complete.

✓ Each person signing must have the legal authority to represent the entity and must be listed as an authorized officer or agent on Sunbiz or in the Miami-Dade County Property Appraiser's records. If the signer is not listed, the entity's attorney must provide appropriate documentation evidencing the signer's legal authority to act on behalf of the entity.

✓ All notarization sections are complete and legible.

✓ A complete copy has been retained for your records.