



CITY OF IONE ENCROACHMENT/GRADING PERMIT FORM

PERMIT # _____

Road Name/Property Address: _____

Issue Date: _____

Permit Expiration Date: _____

Bond: Check No.: _____ Amount \$: _____

PERMIT DEPOSITS:

Permit (Admin.) \$ _____

Plan Check: \$: _____

Inspection: \$: _____

SUBTOTAL DEPOSITS: \$: _____ *

TOTAL DEPOSIT (Includes Bond) \$ _____

APPLICANT TO COMPLETE THIS AREA ONLY

Check Type of Activity:

- Annual Agency Permit
- Utility Undergrounding
- Driveway, Sidewalk, Curb and/or Gutter
- Grading (specify amount of _____ cut _____ fill)

Worksite Address: _____

A.P. Number: _____

Property Owner or Permittee: _____ Telephone: _____

Mailing Address: _____

Permittee Name: _____

Contractor's Name: _____

Contractor's License Number: _____ Classification: _____

Contractor's Mailing Address: _____

City of Ione Business License No. _____	Expires: _____	Date: _____
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Bonding Co. _____ Bond # _____ Bond Exp. _____

Automobile Liability: Insurance Co. _____ Policy # _____ Policy Exp. _____

General Liability: Insurance Co. _____ Policy # _____ Policy Exp. _____

Workers Comp.: Insurance Co. _____ Policy # _____ Policy Exp. _____

Permittee agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, and defend and release the City of Ione (City), its agents, volunteers and employees from and against any and all liability actions, claims, damages, costs, or expenses including, but not limited to, attorneys' fees and court costs, which may be asserted by any person or entity, including Permittee, arising out of or in connection with the willful act or negligence of Permittee performing the work associated with the Encroachment Permit, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the sole active negligence or sole willful misconduct of the City. The fees associated with this permit are considered a deposit only. The applicant understands that if actual costs for inspections, City administration or legal fees are more than the deposit, the applicant shall pay any additional costs prior to acceptance of the improvements and release of surety. Any unused portions of monies paid shall be refunded to the applicant.

THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH AND SUBJECT TO THIS PERMIT'S TERMS AND CONDITIONS, THE CITY STANDARDS, THE STATE VEHICLE CODE, THE STATE STREETS AND HIGHWAYS CODE AND IS SUBJECT TO INSPECTION AND APPROVAL.

Permittee Signature: _____ Date: _____

Permittee Name: _____
(please print)

This permit is to be strictly construed and no work other than that specifically mentioned below is authorized hereby. Whenever City Engineer concludes persons performing encroachment work are not complying with the provisions of this permit, City Engineer may revoke permit. Subject to all the terms, conditions and restrictions written hereon or attached hereto, permission is hereby granted Permittee to:

Conditions Attached (circle one): YES NO

- Attach: Conditions
 Special Provisions
 Signing Diagram
 Standard Conditions
 Standard Drawings
 Traffic Plans
 Insurance Verification

APPROVED: _____

Todd Waklee
Public Works Superintendent

Date: _____

DESCRIPTION AND LOCATION OF WORK

ENCROACHMENT AND/OR GRADING PERMIT

CHECK LIST

PERMIT NUMBER: _____

DATE: _____

CONTRACTOR: _____

ROAD NAME/ADDRESS: _____

EXPIRES: _____

1. Current City Business License
 2. Three (3) sets of plans showing the proposed improvements or none necessary
 3. Engineer/Contractor estimate for work within the public right-of-way. The estimate shall be based on general prevailing wage rates.
 4. An insurance certificate for \$1,000,000 general liability and automobile.
 5. Insurance policy endorsements on City forms – not mandatory
 6. Proof of Worker's Compensation insurance as required by the State of California
 7. Performance bond, letter of credit or cash (min. \$1,000) in the amount of 100% of the work within the right-of-way. The minimum amount of the bond shall be on the City standard form
Amount \$ _____
 8. CAL-OSHA trench permit for excavating in excess of five (5) feet in depth, if required.
 9. Are conditions attached to the permit?
 10. Permit Fee: \$ _____ Plan Check Fee \$ _____ Inspection Fee \$ _____
TOTAL COMBINED FEES: \$ _____
 11. Applicant signs Permit and COA's.
 12. Final Stamped Receipt and copy check/s for file and send email to CCE
 13. Copy checks and any pertinent paperwork for Finance
 14. Copy bond/surety check for file, send check to Finance
 15. **Interoffice:** Need Original and Two (2) copies: Orig. – Our Files Copy 1 – Applicant Copy 2 – Inspector *Inspector's copy of permit should have a set of plans if engineer has required plans.*
 16. Final Letter Sent Date _____
 17. File Checked and Closed Out Date: _____ By: _____
 18. Notes (if any)
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TO: _____

FAX #: () _____ DATE: _____

CITY OF IONE INSURANCE DOCUMENT REQUIREMENTS

All items checked below must be completed in order for the City to accept insurance documents required for the project, permit, or rental property/facility.

	GENERAL LIABILITY INSURANCE (rated A VII or better)
NEED	
	Rating of A VII or better by A.M. Best
	Certificate of Insurance
	ENDORSEMENT (with all the following)
	Policy Number
	Insured's Language (see example below)
	Primary Insurance Language (see example below)
	Cancellation Language (see example below)
	Liquor Liability
	Original, Authorized Signature
	AUTOMOBILE LIABILITY INSURANCE (rated A VII or better)
NEED	
	Rating of A VII or better by A.M. Best
	Certificate of Insurance
	ENDORSEMENT (with all the following)
	Policy Number
	Insured's Language (see example below)
	Primary Insurance Language (see example below)
	Cancellation Language (see example below)
	Original, Authorized Signature
	WORKERS COMPENSATION INSURANCE (rated A VII or better)
NEED	
	Certificate of Insurance
	ENDORSEMENT (with all the following)
	Policy Number
	Wavier of Subrogation Clause (see example below)
	Cancellation Language (see example below)
	Original, Authorized Signature
	State Compensation Insurance Fund Certificates require Inclusion of endorsements #0015, #2065 and #2570

Insured's Language: "The City of Cloverdale, including its officers, officials, employees and volunteers, are insureds."

Primary Language: "The insurance shall be primary as respects the insured shown in the schedule above/attached, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be excess of this insurance and shall not be called upon to contribute with it."

Cancellation Language: "The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City."

Wavier of Subrogation Clause: "This insurance company agrees to waive all rights of subrogation against the City of Cloverdale, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from work performed by the named insured for the City."

PERFORMANCE BOND

WHEREAS, the City of Ione, County of Amador, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, as outlined in the encroachment permit for _____ and associated plans attached to the encroachment permit, hereby referred to and made a part hereof; and

WHEREAS, Said Principal is required under the terms of the encroachment permit to furnish a bond for the faithful performance of said improvements associated with said encroachment permit.

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the City of Ione (hereinafter called "City"), in the penal sum of _____ dollars (\$ _____) lawful money of the United States for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

PRINCIPAL

SURETY

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 201_.