



ENCROACHMENT PERMIT PACKAGE

The following documents are included in this package:

- Encroachment Permit application
- Statement of insurance requirements
- Insurance and bond forms

City review of the encroachment permit will, under normal circumstances, require (3) business days after the completed package is delivered. To inquire about the status of your permit, please call 707-894-1722 or email Mark Rincon at mrincon@ci.cloverdale.ca.us.

Permit fees are determined on a case-by-case basis and payment is required before the permit will be issued. When applicable and prior to the issuance of a permit, a contractor is required to provide the city engineer with a performance and payment bond or cash in the amount of no less than \$1,000.00 to assure the work is completed in accordance with the approved plans and specifications, in a timely manner, and in accordance with the conditions and provisions contained in the permit. Provided all conditions are met, the bond is refundable at the end of the project. On completion of the project, the contractor is required to request a refund of the bond by delivering a written request to the City of Cloverdale Engineering Department. Refunds are issued by check six to eight weeks after review and approval.

Insurance certificates and endorsements must be submitted on the forms provided. If documents are submitted on other forms, those endorsements or policies must confirm to the City's requirements.

Your application must include a scale drawing or sketch (8 ½" x 11") illustrating the following:

- Area of work
- Location of all existing underground facilities
- Proposed work to be done
- Proposed trench section (if work involves excavation)
- CAL-OSHA permit (required when excavation is in excess of five-feet deep)
- Traffic control plan (if working in the street)
- No plans are required when the project has been through the improvement plan process

Applications submitted without insurance and endorsements **WILL NOT** be accepted or processed.

The application can be delivered in person or mailed to:

Mark Rincon, Director of Public Works
City of Cloverdale
124 N. Cloverdale Blvd.
Cloverdale, CA 95425

REVIEW PROCESS:

The Director of Public Works will review the project, determine the permit condition, application and permit fees, and if any additional information is needed. The applicant will be notified when the permit is ready for issuance and the amount due for all fees. Fees can be made by check payable to the City of Cloverdale.



ENCROACHMENT PERMIT APPLICATION

124 N. Cloverdale Blvd., Cloverdale, CA 95425
 Phone: 707-894-1722 Fax: 707-894-3451
 www.ci.cloverdale.ca.us

REQUIRED

- Application
- \$ _____ Non-Refundable Permit Fee
- Certificate of Insurance
- Security Deposit or Performance Bond
- Project Plans or Street Maps

SECTION 1: CONTRACTORS AND BUSINESSES TO COMPLETE. SPECIAL EVENT ENCROACHMENTS, START WITH SECTION 2.

Worksite Address _____

APN _____

Property Owner Name _____

Mailing Address _____

Contact Phone _____ Fax _____

Email Address: _____

Permittee or Contractor's Name (if different than above) _____

Mailing Address _____

Contact Phone _____ Fax _____

PROJECT INFORMATION

Project Start Date _____
 Month Day Year

Completion Date _____
 Month Day Year

Contractor's Cloverdale Business License Info:
 # _____ Exp _____
 Number Month Day Year

SECTION 2: SPECIAL EVENT ENCROACHMENT INFORMATION

Event Name _____

Event Address _____

Property Owner Name _____

Mailing Address _____

Contact Phone _____ Fax _____

Email Address: _____

Permittee's Contact Name _____

Mailing Address _____

Contact Phone _____ Fax _____

Email Address: _____

EVENT INFORMATION

Event Date _____
 Month Day Year

Completion Date _____
 Month Day Year

Prior Event Date _____
 Month Day Year

Street Closures? Yes _____ No _____

Alcohol Served? Yes _____ No _____

Amplified Music? Yes _____ No _____

Special Event Application Submitted?
 Yes _____ No _____

SECTION 3: All applications received must include copies of valid insurance information (see page _____ for minimums)

| | AUTOMOBILE | GENERAL LIABILITY | WORKER'S COMPENSATION |
|-------------------------------------|------------|-------------------|-----------------------|
| Company Name | | | |
| Policy # | | | |
| Policy Expiration Date | | | |
| Security or Performance Bond Issuer | | | |

Section 4: Signature **OFFICE USE ONLY**

Permittee/Applicant 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 Cloverdale, its agents, volunteers and employees from and against any all liability actions, claims, damages, costs, or expenses including but not limited to attorney's fees and court costs, which may be asserted by any person or entity, including Permittee/Applicant, arising out of or in connection with the willful act or negligence of Permittee/Applicant 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 applicant understands that if actual costs for inspections, City administration and/or legal fees are more than the fees paid to date, the applicant shall pay any additional costs prior to the acceptance of the improvements and release of Surety or Security Performance Bond or deposits. The undersigned agrees that the work will be done in accordance with and subject to this permit's terms and condition, the State Vehicle Code, the state street and highways code and is subject to inspection and approval.

Signature of Owner or Representative _____ Date _____

Permit # _____

Permit Fee Paid: \$ _____

Fee Basis:

Administration \$ _____

Plan Check Fee \$ _____

Inspection Fee \$ _____

Security / Performance Bond

Check # _____

Amount \$ _____



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

Conditions Attached

Attach: ___ Special Provisions

Approved: _____ Date: _____

Mark Rincon, Director of Public Works, City of Cloverdale

___ Signing Diagram

___ Standard Conditions

___ Standard Drawings

___ Traffic Plans

___ Insurance Verification

___ Excavate in paving

___ Excavate Off Pavement (Dirt or shoulder)

___ Bore Xing

Description and Location of Work Or Event

Empty rectangular box for description and location of work or event.



ENCROACHMENT PERMIT INFORMATION

As part of its standard procedure, the City of Cloverdale requires an Encroachment Permit for all work being done in the public right-of-way. Accordingly, the City has specific requirements with respect to the processing of Encroachment Permits.

Along with the signed application, the following information must be submitted:

1. _____ One set of plans showing the proposed improvements
2. _____ The engineer's / contractor's estimate for work within the public right-of-way. The estimate shall be based on the applicable prevailing wage labor rates.
3. _____ Copy of valid City of Cloverdale business license
4. _____ Insurance certification for \$1,000,000 general liability and automobile (see attached requirements and sample forms)
5. _____ Insurance policy endorsements on City forms. If City forms are not used, the insurance company must include the City as "additional insured".
6. _____ Proof of Worker's Compensation insurance as required by the State of California
7. _____ Performance bond or refundable cash deposit in the amount of 100% of the work within the public right-of-way. The minimum amount of the bond or refundable cash deposit is \$1,000.00. The bond shall be on the City standard form.
8. _____ CAL-OSHA trench permit for excavating in excess of five feet in depth is required

REVIEW PROCESS:

The Engineering Department will review the application, determine the permit conditions and assign the appropriate fee(s). The Applicant will be provided a copy of the permit conditions of approval (COA) to review and sign prior to permit issuance. Applicant will be notified when the permit is ready for issuance and the amount due for all fees. Fees can be made by check payable to the City of Cloverdale or by credit card using the City's online payment system.

When inspection is required in the permit conditions, the Applicant shall notify the City of Cloverdale 48-hours prior to when the inspection is anticipated. Inspections are performed Monday-Thursday 8:00am – 4:00pm by appointment only. Friday and after-hours inspections are available with 1 week advance notification. Overtime rates will apply to Friday and after-hours inspections and be invoiced to the Applicant. **To schedule the inspection**, please call 707-894-1718 or send an email to Eric Janzen, Engineering Technician at ejanzen@ci.cloverdale.ca.us.

Your cooperation in supplying all of the required information is appreciated and will help to expedite the processing of your application. If you have any questions, please contact the Director of Public Works, Mark Rincon at 707-894-1722 or send an email to mrincon@ci.cloverdale.ca.us.

CITY OF CLOVERDALE INSURANCE DOCUMENT REQUIREMENTS

Insured's name/company: _____

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

| | |
|-------------|---|
| NEED | GENERAL LIABILITY INSURANCE Rating of A VII or better by A.M. Best |
| | Certificate of Insurance |
| | Endorsements (all required – if checked, must submit) |
| | Policy Number |
| | Insured's Language |
| | Primary Insurance Language |
| | Cancellation Language |
| | Original, Authorized Signature |
| NEED | AUTOMOBILE LIABILITY INSURANCE Rating of A VII or better by A.M. Best |
| | Certificate of Insurance |
| | Endorsements (all required – if checked, must submit) |
| | Policy Number |
| | Insured's Language |
| | Primary Insurance Language |
| | Cancellation Language |
| | Original, Authorized Signature |
| NEED | WORKER'S COMPENSATION INSURANCE Rating of A VII or better by A.M. Best |
| | Certificate of Insurance |
| | Endorsements (all required – if checked, must submit) |
| | Policy Number |
| | Waiver of Subrogation Clause |
| | Cancellation Language |
| | 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 called upon to contribute with it."

Cancellation Language: "The insurance afforded by this policy shall not be canceled except after thirty (30) days written notices by certified mail return receipt requested has been given to the City of Cloverdale."

Waiver of Subrogation Clause: "This insurance company agrees to waive all right 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."

INSURANCE REQUIREMENTS:

The Applicant will be responsible for providing certificate(s) of liability insurance and a dated and signed copy(s) of specific endorsements.

Applicant shall obtain insurance acceptable to the City of Cloverdale from a company or companies acceptable to the City. The required documentation of such insurance shall be furnished to the City at the time the Applicant submits a completed application for permit. The required documentation consists of:

1. Certificate(s) of liability insurance showing the limits of insurance as required hereinafter; Applicant shall take out and maintain at all times during the life of the permit personal injury and property damage insurance for all activities of Applicant arising out of or in connection with this permit, written on a Comprehensive General Liability form including, but not limited to, Applicant's activity, contractual coverage, contractor's protective (if applicable) and auto in an amount no less than \$1,000,000 Combined Single Limit Personal Injury and Property Damage for each occurrence.
2. A dated and signed copy of the specified endorsement(s) for each policy. The endorsement(s) shall be on a City form.

BONDING REQUIREMENTS:

The Applicant shall be required to post a bond (unless the Applicant is using a cashier's check in lieu of a bond), using the City's form. No exceptions to this form shall be accepted. The bond shall be for 100% of the work within the right-of-way as shown on the approved Engineer's/Contractor's Estimate, however in no case shall it be less than \$1,000.

PERMIT EXPIRATION:

The permit will expire at the date set at the issuance by The City of Cloverdale (and so indicated on the permit), but in no case later than six (6) months from the date permit is issued. If permitted work is not finished prior to the expiration date, a new permit application must be processed.

THE FOLLOWING SAMPLE FORMS ARE PROVIDED FOR THE CONVENIENCE OF THE APPLICANT. IF SUBMITTING EQUIVALENT FORMS, THESE SAMPLE FORMS MAY BE OMITTED FROM THE APPLICATION PACKET. PLEASE DO NOT SUBMIT BLANK FORMS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

SCHEDULE

(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 showing in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Modifications to ISO form CG 20 26 11 85:

1. "Operation" includes the named Insured's products.
2. The insured scheduled above includes the Insured's officers, officials, employees, and volunteers.
3. This insurance shall be primary as respects the insured shown in the schedule above, 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 in excess of this insurance and shall not be called upon to contribute with it.
4. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt has been given to the City.

Signature-Authorized Representative

Address

**CERTIFICATE OF INSURANCE
THE CITY OF CLOVERDALE, CALIFORNIA**

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES

BEST'S RATING

COMPANY A: _____

COMPANY B: _____

COMPANY C: _____

COMPANY D: _____

COMPANY E: _____

INSURED

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 | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | ALL LIMITS IN THOUSANDS | |
|----------|---|---------------|----------------------------------|-----------------------------------|------------------------------|----|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____ | | | | GENERAL AGGREGATE | \$ |
| | | | | | PRODUCTS COMP/OPS AGG | \$ |
| | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | EACH OCCURRENCE | \$ |
| | | | | | FIRE DAMAGE (Any one fire) | \$ |
| | | | | | MED. EXP. (Any one person) | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT | \$ |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE | \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA | | | | EACH OCCURRENCE | \$ |
| | | | | | AGGREGATE | \$ |
| | <input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATUTORY LIMITS | \$ |
| | | | | | EACH ACCIDENT | \$ |
| | | | | | DISEASE-POLICY LIMIT | \$ |
| | | | | | DISEASE-EACH EMPLOYEE | \$ |
| | PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION | | | | AMOUNT OF INSURANCE | \$ |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
- The City, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on the property insurance policy listed above, if any.
- All rights of subrogation under the property insurance policy listed above have been waived against the City.
- The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED

**CITY OF CLOVERDALE
ATTN: ENGINEERING DEPARTMENT
124 N. CLOVERDALE BLVD.
CLOVERDALE, CA 95425**

AUTHORIZED REPRESENTATIVE

SIGNATURE _____

TITLE _____

PHONE NUMBER:

| | | | |
|--|--|--|--------------------------|
| WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF CLOVERDALE, CALIFORNIA | | ENDORSEMENT NO. | ISSUE DATE (MM/DD/YY) |
| PRODUCER Telephone _____ | | POLICY INFORMATION: Insurance Company: _____ Policy No. _____ Policy Period:(from) _____ to) _____ | |
| NAMED INSURED | | OTHER PROVISIONS | |
| CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: _____ | | EMPLOYERS LIABILITY LIMITS \$ _____ (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee) | |
| In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: | | | |
| <ol style="list-style-type: none"> CANCELLATION NOTICE. This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City. | | | |
| Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached. | | | |
| ENDORSEMENT HOLDER | | | |
| CITY OF CLOVERDALE ATTN: ENGINEERING DEPARTMENT 124 N. CLOVERDALE BLVD. CLOVERDALE, CA 95425 | | AUTHORIZED <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____ REPRESENTATIVE I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ <i>(original signature required)</i> Telephone: (_____) _____ Date Signed _____ | |



PERFORMANCE BOND
(Government Code 66499.1)

WHEREAS, the City of Council of the City of Cloverdale, County of Sonoma, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____ and identified as Project _____, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the City of Cloverdale (hereinafter call "City"), in the penal sum of _____ Dollars (\$ _____) lawful money of the United State 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 of 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 therefor, 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 performs 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 WHEREOFF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20_____.