



**PERMIT APPLICATION
FOR CONSTRUCTION OF IMPROVEMENTS
WITHIN THE CITY OF REDWOOD CITY**

_____ hereby applies for a permit under the provisions of Article VII of Chapter 29 of the Code of Redwood City from the CITY OF REDWOOD CITY to construct improvements as per attached plan _____

_____ and certifies that he is appropriately licensed to do the above work.

(1) Applicant submits herewith a plan of the proposed construction, and a check for the sum of \$ _____ as an initial deposit to cover the checking of plans of the proposed construction.

(2) Applicant agrees to provide cash or a faithful performance bond in the amount of \$ _____ (100% of proposed construction) to guarantee the faithful performance of the proposed construction in accordance with attached Faithful Performance Bond Form. Applicant also agrees to provide cash or a payment bond in the amount of 100% of proposed construction to guarantee payment of all labor and material in accordance with attached Payment Bond form. Said bonds shall be notarized and a power of attorney shall be included for the person signing the bond on behalf of the corporate surety admitted in the State of California.

(3) Applicant agrees to provide at his/her own expense, all required insurance. Such insurance shall be bound by an insurance company admitted in the State of California, provide cross liability coverage, be primary, provide 30-day cancellation and reduction notice, and shall have the approval of the City of Redwood City as to limit, form, and amount.

(4) In consideration of the granting of the permit requested herein, Applicant shall and does hereby agree to indemnify, save harmless, and defend the City of Redwood City, its Council, boards, commissions, officers, employees and agents, ("Indemnities") against any and all loss, damage or claim suit, liability, expenses or costs (including, without limitation, cost and fees of litigation) of every nature, kind and description, which may be brought against or suffered or sustained by Indemnities for injury to or death of any person or any injury to any property caused or alleged to have been caused in whole or in part by applicant, its agents, contractors, successors or assigns, in the construction of the work mentioned herein. Applicant agrees to indemnify, save harmless, and defend the City of Redwood City, its Council, boards, commissions, officers, employees and agents from any and all liability of claim growing out of any injury to or death of any person or any injury to any property as a result of any violation or failure on the part of the applicant, its successors, agents, contractors, or assigns, to observe its or their appropriate duty, or because of negligence from any of said persons arising out of the construction of the work mentioned herein or the performance of any of the obligations of applicant mentioned herein.

(See the attached instructions for detailed information on any of the above requirements)

DATE: _____ Applicant (Print Name) _____

By: _____

INSTRUCTIONS FOR COMPLETING APPLICATION, INSURANCE, AND LABOR AND MATERIAL BONDS

I. GENERAL

- A. Complete the Application for the Construction Permit by filling in the name of the applicant and title of the plans at the top, and by signing the application at the bottom of the page.
- B. Provide a check for initial deposit made out to the City of Redwood City (see Part VI for instruction on the amount).
- C. Return the Application along with the necessary insurance endorsement forms and (if you do not provide cash) the bonds to the City's Engineering & Construction Services. Engineering & Construction Services will then review the Application, and if it is complete, assign a permit number for said permit.

II. INSURANCE

- A. Applicant shall not permit any subcontractor to commence work until the same insurance requirements have been complied with by such subcontractor.
- B. Companies writing the insurance required under the Application shall be licensed to do business in the State of California, or be permitted to do business under the Surplus Line Law of the State of California.

III. COVERAGE REQUIRED

Applicant shall take out and maintain throughout the duration of this permit the following insurance coverage.

- A. Commercial General and Automobile Liability Insurance. This insurance shall protect the applicant from claims for bodily injury and property damage that may arise because of work performed pursuant to this permit.
 - 1. Type of Coverage. This policy of insurance shall include the City of Redwood City, its Council, boards, commissions, officers, employees, and agents as insureds under this policy, but solely as respects liability arising out of all operations of the applicant for work performed pursuant to this permit. This policy shall provide coverage to each of the said insureds with respect to said work. Both bodily injury and property damage insurance must be on an occurrence basis, and said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declaration, and if the said insureds have other insurance against the loss covered by said policy, that other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.
 - 2. Amount of Coverage. The bodily injury and property damage liability coverage for the comprehensive general liability insurance policy and the automobile liability insurance policy shall each provide for the

following limits of liability coverage: \$1,000,000 on account of any one occurrence with an aggregate limit of not less than \$1,000,000 combined single limit.

3. Subcontractors. The bodily injury and property damage liability insurance shall not be deemed to require the applicant to have his subcontractors named as co-insureds in his policy of public liability and property damage, but the policy shall protect him from contingent liability which may arise from operations of his subcontractors.
 4. Umbrella Policy. At the option of the applicant, primary limits may be less than required, with an Umbrella Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella Policies both provide the insurance coverages herein required.
- B. Worker's Compensation and Employers' Liability Insurance. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the applicant is required to secure the payment of compensation to his employees, and for that purpose, obtain and keep in effect adequate Workers' Compensation Insurance. If the applicant, in the sole discretion of the City of Redwood City, satisfies the City of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, he may so act, and in such case, the insurance required by this paragraph need not be provided.

The applicant is advised of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that code, shall comply with such provisions and have Employer's Liability limits of \$1,000,000 per accident before commencing the performance of any work authorized by this permit.

IV. PROOF OF COVERAGE

- A. Prior to beginning work, applicant shall furnish the City with copies of the insurance certificate (as shown on Attachment "A") and endorsements (as shown on Attachments "B-1 & B-2"). The endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- B. Insurance must include endorsements naming the City of Redwood City, its Council members, officers, boards, commissions, employees, and agents as additional, primary insureds.
- C. The endorsements are required for both the General Liability Insurance, and the Automobile Liability Insurance.
- D. The insurance certificates and endorsements are to be received and approved by the city before work commences.

V. BONDS

- A. Simultaneously with the posting of insurance forms, the applicant (if the applicant does not provide cash) will be required to furnish a faithful performance bond in an amount equal to at least one hundred percent (100%) of the estimated cost of construction, and a labor and materials bond in an amount equal to at least one hundred percent (100%) of the estimated cost of construction; both said bonds to be secured from a corporate surety satisfactory to the City of Redwood City.
- B. Bond forms are enclosed with the application (as Attachments "C & D"), which can be used for this purpose. Other bond forms may be used, subject to City approval before work begins.

VI. FEES FOR PLAN CHECKING AND INSPECTION

- A. An advanced deposit (usually \$500, but may require more, depending on the size of the project) is required to be submitted with the application.
- B. After the plans have been reviewed, the Engineer will require the submission of the Consultant's Estimate of cost for the improvements. This estimate will be checked, and after the amount is verified, this Estimated Cost of Improvements (ECI) will be used for the basis of determining the total deposit for plan checking and inspection services.
- C. The total amount of the required deposit will be determined from the "Deposit Schedule," attached as Attachment "E".
- D. The initial deposit will be credited towards the total amount of the required deposit in completing the application. The payment of the total deposit is needed prior to issuance of the permit.
- E. Plan checking and inspection services will be charged against this deposit until the job is completed. The unused balance will be returned to applicant. Excess costs, or cost over-runs, will be billed to the account, and is required to be, paid in full prior to release of the bonds.

ATTACHMENT "A" SAMPLE INSURANCE CERTIFICATE

CERTIFICATE OF INSURANCE	ISSUE DATE:
Producer: NAME AND ADDRESS OF INSURANCE AGENT	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.
Insured: NAME AND ADDRESS OF LICENSED CONTRACTOR <div style="border: 1px solid blue; border-radius: 50%; padding: 5px; display: inline-block; color: red; font-weight: bold;">MUST BE A LICENSED CONTRACTOR</div>	COMPANIES AFFORDING COVERAGE Co. Letter "A" Aetna Casualty Co. Letter "B" Co. Letter "C" <div style="border: 1px solid blue; border-radius: 50%; padding: 5px; display: inline-block; color: red; font-weight: bold;">MUST BE LICENSED TO PRACTICE IN CA AND HAVE AN "A-" RATING OR BETTER</div> Co. Letter "D" Co. Letter "E"

Coverage
 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.

Co. Letter	Type of Insurance	Policy No.	Effective Date	Exp. Date	Limits
A	General Liability:		Current Date	Current	General Aggregate \$1,000,000
	Commercial	X	Date		Products-Comp/Op Agg.
	Occurrence	X			Personal & Adv. Injury
	<div style="border: 1px solid blue; border-radius: 50%; padding: 5px; display: inline-block; color: red; font-weight: bold;">GENERAL LIABILITY, EACH OCCURENCE MUST BE \$1,000,000</div>				Each Occurrence \$1,000,000
					Fire Damage (any 1 fire)
					Medical Exp (any 1 person)
B	Auto Liability:		Current Date	Current	Combined single limit \$1,000,000
	Any Auto	X	Date		Bodily injury (per accident)
	All owned autos	X			Bodily injury (per person)
	Scheduled autos	X	<div style="border: 1px solid blue; border-radius: 50%; padding: 5px; display: inline-block; color: red; font-weight: bold;">AUTOMOBILE LIABILITY, COMBINED SINGLE LIMIT MUST BE \$1,000,000</div>		Property damage
C	Excess Liability	IF NEEDED	Current Date	Current Date	Aggregate
	Other than Umbrella form				
D	Worker's Comp & Employer's Liability		Current Date	Current Date	<input checked="" type="checkbox"/> Statutory Limits
					Each accident
					Disease-policy limit
					Disease-each employee
Other					

Description of Operations/Locations/Vehicles/Special Items:
 (Provide project address & name & description.) Add the following:
The City of Redwood City, its council members, officers, boards, commissions, employees and Agents are named as additional primary insureds.

Certificate Holder: <div style="border: 1px solid blue; border-radius: 50%; padding: 10px; display: inline-block; color: red; font-weight: bold;"> City of Redwood City Engineering & Construction P.O. Box 391 Redwood City, CA 94064 </div>	Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason , including non-payment of premium, 30 days written notice will be sent to the certificate holder named on the left. Authorized Representative: <div style="border: 1px solid blue; border-radius: 50%; padding: 5px; display: inline-block; color: red; font-weight: bold;">SUBMIT ORIGINAL SIGNED CERTIFICATE</div>
--	---

ATTACHMENT "B-1"

GENERAL LIABILITY ENDORSEMENT

(Reproduction of Insurance Services office, Inc. Form)

INSURED (CONTRACTOR): _____
POLICY NUMBER: _____ EFFECTIVE DATE: _____ EXP. DATES: _____
INSURER: _____

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY
COVERAGE PART

SCHEDULE (ENDORSEMENT HOLDER)

The City of Redwood City, its Council members, commissions, committees, boards, officers, employees, and agents as additional insureds.

Description of Operations:

Location of Operations:

(If no entry appears above, the 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.

- Modifications to ISO form CG 20 10 11 85:**
1. The City of Redwood City, its Council members, commissions, committees, boards, officers, employees, and agents as additional insureds.
 2. 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.
 3. 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 Entity.
 4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

Signature of Authorized Representative (Required) (Date) (Telephone No.)

(Organization)

(Address)

CG 20 10 11 85 _____ **Insurance Services Office, Inc. Form (Modified)**

ATTACHMENT "C"

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that, WHEREAS, the City of Redwood City("City"), San Mateo County, State of California, has issued a Construction Permit to _____, hereinafter designated as the "Principal", for constructing the following project: _____, and _____,

WHEREAS, said Principal is required under the terms of the permit to furnish a bond for the faithful performance of said Permit;

NOW, THEREFORE, we, the Principal, and _____, as surety, are held and firmly bound unto City, San Mateo County, California, in the penal sum of _____ Dollars (\$_____), lawful money of the United States, being one hundred percent (100%) of the Permit amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden 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 faithfully perform the covenants, conditions, and agreements in the said Permit and any alterations 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 Council, Commissioners, boards, committees, officers, employees and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to change, extension of time, alteration, or addition to the terms of the Permit or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise 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 Permit, or to the work, or to the Specifications.

In the event City, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said City, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their seals this day of _____, 2004 the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Principal

(SEAL)

By _____ **(s)**

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

Witness to Surety

Attorney-in-Fact

(Address)

If PRINCIPAL is partnership, all partners must execute **BOND**.

ATTACHMENT "D"

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ organized
as Principal, and, _____
and existing under the laws of the State of California
_____, and authorized to execute
bonds and undertaking as sole surety, as Surety, are held and firmly bound unto any and all
persons named in California Civil Code Section 3181 whose claim has not been paid by the
Contractor, company or corporation in the aggregate total of
_____ Dollars (\$_____) (being
100% of the (Permit amount) for the payment whereof, well and truly to be made, said Principal
and Surety bond themselves, their heirs, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, whereas the above with
the City of Redwood City ("City") to do the following work for "City" issued Construction Permit,
to-wit:

NOW, THEREFORE, if the above-bounden Principal or his subcontractors fail to pay any of the
persons named in Section 3181 of the Civil Code of the State of California, or amounts due
under the Unemployment Insurance Code with respect to work or labor performed under the
Contract, or for any amounts required to be deducted, withheld, and paid over to the
Employment Development Department from the wages of employees of the Contractor and his
subcontractor pursuant to Section 13020 of the Unemployment Insurance Code of the State of
California, with respect to such work and labor, the surety will pay for the same, in the amount
not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a
reasonable attorney's fee, to be fixed by the Court.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the
State of California so as to give a right of action to them or their assignees in suit brought upon
this bond.

This bond is executed and filed to comply with the provisions of the act of the Legislature of the
State of California as designated in Civil Code Sections 3247-3252, inclusive, and all
amendments thereto.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of
California Civil Code Section 2819 regarding consent to change, extension of time alteration, or
addition to the terms of the Permit, 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 Contract, or to the work, or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Principal

(SEAL)

By _____(s)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

Witness to Surety

Attorney-in-Fact

(Address)

If **PRINCIPAL** is partnership, all partners must execute **BOND**.