

APPLICATION FOR ENCROACHMENT/CONSTRUCTION PERMIT



CITY OF GARDENA

ENGINEERING DIVISION
FOR PERMIT INFO: (310) 217-9528 OR PWPERMITS@CITYOFGARDENA.ORG
FOR INSPECTIONS AND APPROVAL IS REQUIRED PRIOR TO START OF WORK

PERMIT NO. _____	INSPECTORS COPY
ISSUED BY _____	DATE ISSUED: _____

THIS PERMIT OR CERTIFIED COPY SHALL BE KEPT ON THE JOB TO BE SHOWN TO ANY AGENT OF THE CITY UPON REQUEST.

FOR APPLICANT TO FILL IN

JOB LOCATION: _____		
PERMITTEE _____		
MAIL ADDRESS _____		
CITY _____	EMAIL _____	
STATE LIC. NO. _____	CITY LIC. NO. _____	EMERGENCY TEL. NO. _____
OWNER _____		
ADDRESS _____		TEL. NO. _____

PERMITTEE SHALL CALL PUBLIC WORKS DEPARTMENT **FOR INSPECTIONS (310) 217-6130** (MINIMUM OF 24 HOURS PRIOR TO INSPECTION):
ADDITIONAL INSPECTION COSTS WILL BE CHARGED FOR MISSING APPOINTMENTS

	DATE	INSPECTOR
<input type="checkbox"/> EXCAVATION	_____	_____
<input type="checkbox"/> SUBGRADE	_____	_____
<input type="checkbox"/> BACKFILL	_____	_____
<input type="checkbox"/> BASE	_____	_____
<input type="checkbox"/> FORMS	_____	_____
<input type="checkbox"/> PAVEMENT	_____	_____
<input type="checkbox"/> FINAL	_____	_____

SPECIAL REQUIREMENTS

CALL PW INSPECTOR _____ HOURS PRIOR TO START OF WORK.
 CALL FOR PRE-JOB MINIMUM _____ DAYS PRIOR TO START OF WORK.
 TRAFFIC CONTROL PER W.A.T.C.H. OR CA. M.U.T.C.D. HANDBOOK
 POST NO PARKING SIGNS 72HRS PRIOR TO START OF WORK
 WORK HOURS 7:30AM-4:30PM, M-F, NO WORK ON CITY HOLIDAYS
 REMOVE "USA MARKINGS" UPON COMPLETION OF WORK WITHIN 48 HOURS
 OTHER: _____

DESCRIPTION OF WORK

	FEE	DEPOSIT
SIDEWALK	\$	\$
CURB & GUTTER	\$	\$
DRIVEWAY	\$	\$
PAVEMENT	\$	\$
SEWER CONNECTION	\$	\$
SEWER LATERAL	\$	\$
STREET TREE	\$	\$
INSPECTION	\$	\$
PLAN CHECK	\$	\$
UTILITY WORK	\$	\$
DUMPSTER	\$	\$
TRAFFIC CONTROL	\$	\$
REMOVE/PLANT TREES	\$	\$
MON WELLS/CPT	\$	\$
MISC.	\$	\$
TRENCH EXCAVATION	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
TOTAL	\$	\$

DESCRIPTION OF WORK

START DATE _____
 END DATE _____ NO. OF WORKING DAYS _____

 I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION AND STATE THAT THE INFORMATION GIVEN IS CORRECT.

 I AGREE TO COMPLY WITH ALL APPLICABLE CITY ORDINANCES, CITY STANDARDS, STATE LAWS, "GREENBOOK" STANDARD SPECIFICATIONS, AS WELL AS THE REQUIREMENTS OF THIS PERMIT AND THE ATTACHED STANDARD CONDITIONS OF APPROVAL.

 I CERTIFY TO MAINTAIN ON CITY FILE, THROUGHOUT THE TERMS OF THIS PERMIT, A CITY-APPROVED INSURANCE POLICY AND ENDORSEMENT (SEE STANDARD CONDISION OF APPROVAL FOR FURTHER DETAILS)

 DATE OF EXPIRATION _____
Contractor is responsible to submit renewed insurance prior to expiration.

 I CERTIFY THAT I AM THE LEGAL OWNER OF THE DESCRIBED PROPERTY

SIGNATURE OF PERMITTEE _____ DATE _____

 PRINT _____

 AUTHORIZED AGENT _____

RETURN DEPOSIT TO: _____

 INSPECTOR'S SIGNATURE _____ DATE _____



CITY OF GARDENA DEPARTMENT OF PUBLIC WORKS – ENGINEERING STANDARD CONDITIONS OF APPROVAL (Page 1 OF 2)

FOR PERMIT INFO: (310) 217-9528 OR PWPERMITS@CITYOFGARDENA.ORG

1. Pursuant to Chapter 13 of the Gardena Municipal Code, no work shall be performed within the public right-of-way, without first obtaining a permit from the City Public Works Engineering.
2. The permit shall become null and void if work permitted thereby is performed in violation of any applicable federal, state or local law, standard specifications, as well as requirement of this permit and this standard conditional of approval.
3. **Upon a written notice, the City Engineer and/or his representative may cancel or revoke this permit for any cause whatsoever if the work is not per approved plan or in violation of this permit and standard conditions.** Consequently, the contractor shall restore all affected improvements to its original condition, to the satisfaction of the City Engineer and/or his representative, at contractor's sole cost, and vacate the public right-of-way. Should the contractor, fail to restore the affected improvements to its original condition, the City Shall either perform the restoration work, or have the work performed by an outside contractor. **The permittee and contractor, jointly and individually, hereby agree to reimburse the City for the cost of said City-financed restoration work, within thirty (30) calendar days from the date of receipt of a statement from the City.**
4. All contractors performing work in the City will be required to have a business license prior to the issuance of a Public Works Permit.
5. **This permit shall become null and void unless the work permitted is commenced and diligently pursued within 60 calendar days from issuance of the permit.**
6. **This permit shall become null and void if work permitted is suspended for any reason whatsoever, at any time during construction, for 60 calendar days.**
7. A **90 calendar days extension of a permit** can be requested at the discretion of the City Engineer/City Inspector **prior to the permit expiration.** If the permit is closed prior to expiration, Permittee must apply for a new permit.
8. The Contractor's **working hours** shall be limited to the hours between **7:30 a.m. and 4:30 p.m., Monday through Friday except holidays.** No work which will cause loud or disruptive noise to adjacent residents and "No Parking" enforcement **shall begin prior to 8:00 a.m. nor terminate later than 4:30 p.m.** Deviation from normal working hours will not be allowed unless otherwise approved by the City Engineering.
9. No work within the public right-of-way shall be performed on Saturday, Sunday, and holidays without prior written approval of the City Engineering and/or his representative. Permittees can schedule work and request an inspection outside of normal working hours; however, **extra fees will apply. The permittee must submit an After-Hours Inspection Request and notify the City at least 48 hours prior for work done outside working hours.**
10. Contractor shall call Underground Service Alert at its toll-free number, (800) 227-2600, Two (2) Working Days, not including the date of notification, prior to the commencement of any excavation.
11. The City has an exclusive agreement with Waste Management., (310) 345-8076, and no other firm may provide bulk trash bins in the event the work requires this services.
12. Contractor shall submit traffic control plans to the City Engineering for approval. When the requirement for traffic control plans is waived by the City, Contractor shall execute traffic control in accordance with the latest edition of the CA MUTCD or WATCH Manual as applicable to the satisfaction of the City Engineering and/or his representative.
13. Contractor shall ensure that all works comply with the requirements of the latest edition CAL/OSHA Construction Safety Orders, as amended, to the satisfaction of the City Engineering and/or City PW Inspector. Excavations equal or exceed five (5) feet in deep, into which a person is required to descend, and the construction or the demolition of any scaffolding falsework, building or structure more than three stories high, require a separate permit from CAL/OSHA.
14. Contractor shall ensure that all work comply with the requirements of the Clean Water Act (CWA) and the National Pollutant Discharge Elimination System (NPDES), to the satisfaction of the City Engineer and/or his representative. Contractor shall adhere to the selected Best Management Practices (BMP) plan and all additional corrective steps as required by the City.
15. **The permittee will protect in place all existing facilities in the project area and be responsible for repairing them to match the existing conditions. Any damage to concrete improvements shall be removed and replaced joint-to-joint or discretion of the City Inspector.**
16. **The permittee and/or contractor shall always keep public right-of-way clean and clear for pedestrian and vehicular traffic, to the satisfaction of the City Engineer and/or his representative.**
17. **The permittee and/or contractor shall NOT store neither debris, materials nor equipment within the public right-of-way, without the prior written consent of the City Engineer and/or his representative.**
18. The permittee and/or contractor shall enforce the City's dust control requirements at all times, to the satisfaction of the City Engineer and/or their representative.
19. The permittee and/or contractor shall enforce the City's noise control requirements at all times, to the satisfaction of the City Engineer and/or their representative.



CITY OF GARDENA DEPARTMENT OF PUBLIC WORKS – ENGINEERING STANDARD CONDITIONS OF APPROVAL (Page 2 OF 2)

FOR PERMIT INFO: (310) 217-9528 OR PWPERMITS@CITYOFGARDENA.ORG

Liability Insurance, Endorsement, and Surety

A. Contractors/Developers

- Insurance Requirements:
 1. Provide insurance naming **City of Gardena as additional insured with Endorsement.**
 2. Comprehensive General Liability - \$1,000,000 minimum per occurrence or \$2,000,000 aggregate
 3. Commercial Automobile Liability - \$1,000,000 combined single limit per accident
 4. Workers' Compensation Liability - \$1,000,000 combined per claim
 5. All insurance policies used to satisfy the requirements shall be insurers admitted doing business in the State of California.
 6. Insurers shall have a current Best's rating of not less than **A-:VII**, unless otherwise approved by City.
 7. Refer to the sample Certification of Insurance for further details.
 8. **Contractor is responsible to submit renewed insurance prior to expiration. The permit shall become null and void if the insurance expires during the permitted period.**
- Sign and acknowledge indemnification statements.
- Provide surety (cash or bond) as determine by the City Engineer and/or his representative. The bond surety shall be licensed by the State of California Department of Insurance. The surety shall have a current Best's Rating of A-:VII or better. An original or certificate copy of the power of attorney for the company signatory shall be provided.

B. Self-Performed Residential Owner or Contractor

- Provide copy of Homeowner's insurance or General & Commercial Automobile Liability insurance policy.
- Sign and acknowledge indemnification statements.
- Provide surety (cash or bond) as determined by the City Engineer and/or his designee representative.
- **Owner or Contractor shall complete and sign the Workers' Compensation Waiver Form.**



(REQUIRED FOR ALL PERMIT APPLICANTS)

DEPARTMENT of PUBLIC WORKS

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

INDEMNIFICATION

Permittee/Contractor hereby agrees to defend, indemnify and hold harmless the City and its elected and appointed officers, employees, agents and representatives from and against any and all claims, demands, liability, loss, damage, cost, expense and judgement, including court costs and attorney's fees, whether or not litigation be commenced, because of injury or death to any person whomsoever or damage to any property whatsoever, arising out or in any way connected with the performance of the work by the Permittee, Contractor and Subcontractor, or any of their officers, employees, servants or agents, unless such damage is due to the sole, active negligence of the City.

The City does not, and shall not, waive any rights against Permittee/Contractor which it may have be reason of the aforesaid indemnification agreement, because of the acceptance by the City, or the deposit with the City by Permittee/Contractor, of any of the insurance policies specified in this Permit or other Contract Document.

The aforesaid indemnification agreement shall apply regardless of whether or not the insurance policies specified in this Permit or other Contract Documents shall have been determined to be applicable to the claim, liability, loss, damage, cost or expense.

Company

Date

Permittee Name (PRINT)

Permittee Name (SIGN)

Permit Number

Permit Address

Owner



WORKERS' COMPENSATION WAIVER FORM
(SELF-PERFORMED RESIDENTIAL OWNER)

DEPARTMENT of PUBLIC WORKS

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

TO THE CITY OF GARDENA
(Resident)

I CERTIFY THAT IN THE PERFORMANCE OF THE WORK IN THE CITY OF GARDENA I SHALL NOT EMPLOY ANY PERSON IN ANY MANNER SO AS TO BECOME SUBJECT TO THE WORKMEN'S COMPENSATION LAWS OF THE STATE OF CALIFORNIA SECTION 3800 OF THE CALIFORNIA LABOR CODE

_____	_____
PERMIT NO.	SIGNATURE
_____	_____
DATE	NAME

ADDRESS, CITY, ZIP	

TO THE CITY OF GARDENA
(Contractor)

I CERTIFY THAT IN THE PERFORMANCE OF THE WORK IN THE CITY OF GARDENA I SHALL NOT EMPLOY ANY PERSON IN ANY MANNER SO AS TO BECOME SUBJECT TO THE WORKMEN'S COMPENSATION LAWS OF THE STATE OF CALIFORNIA SECTION 3800 OF THE CALIFORNIA LABOR CODE

_____	_____
PERMIT NO.	SIGNATURE
_____	_____
STATE LICENSE NO.	NAME
_____	_____
CITY BUSINESS LICENSE NO.	COMPANY OR FIRM

ADDRESS, CITY, ZIP	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER [Redacted] [Redacted] [Redacted] [Redacted]	CONTACT NAME: Patricia Thorbourne/Kristen Lara PHONE (A/C, No, Ext): (800) 228-6630 E-MAIL: KristenL@carmackinsurance.com ADDRESS: [Redacted]	FAX (A/C, No): (949) 851-8929
INSURED [Redacted] [Redacted] [Redacted]	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Ins Co.	NAIC # 19682
	INSURER B: Golden Eagle	10836
	INSURER C: Travelers Property Casualty Co	25674
	INSURER D: Pacific Ins. Co. Ltd.	10046
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2017 Basic Cert REVISION NUMBER:

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			[Redacted] SIR: \$100,000	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			[Redacted]	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ combined single limit \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	[Redacted]	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Protective Prof & Pollution			[Redacted] SIR \$100,000 R/D 1/1/1932	4/1/2017	4/1/2018	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is additional insured where required by written contract. Waiver of Subrogation applies to the General Liability and Workers Comp where required by written contract. Coverage is Primary & Non-Contributory where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Gardena Public Works Department 1717 W. 162nd Street Gardena, CA 90247-3778	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE James Carmack/KRISTN

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of Gardena
1717 W. 162nd Street
Gardena, CA 90247

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.