



CITY OF DUARTE

COMMUNITY DEVELOPMENT DEPARTMENT
 1600 Huntington Drive Duarte, CA 91010
 Tel No. (626) 357-7931 Fax No. (626) 358-0018
 www.accessduarte.com

Application/Permit for Street and Public Right-of-Way Construction

OWNER		PERMIT NO.
ADDRESS		
CITY	TEL NO.	CONDITIONS: 1. All work within the Public Right-of-Way is subject to the City of Duarte's General Permit Conditions and Trench Repair Policy, 19-R-21 2. Permittee shall be responsible for proper protection with barricades and lights. Restoration of pavement will be done by applicant. Work must start 60 days from date of issue. OTHER: _____ _____
CONTRACTOR		
ADDRESS		
CITY	TEL NO.	
State License No.	Duarte Business License No.	
LOCATION OF WORK	NEAREST CROSS STREET	

APPLICATION FOR	<input type="checkbox"/> REMOVAL & RECONSTRUCTION	<input type="checkbox"/> NEW CONSTRUCTION	INSPECTION APPROVAL BY
1. CURB AND GUTTER	LINEAR FT.	FEE	
2. SIDEWALK	SQ. FT.	FEE	
3. DRIVEWAY APPROACH	SQ. FT.	FEE	
4. CURB	LINEAR FT.	FEE	
5. GUTTER	LINEAR FT.	FEE	
6. STREET CUT	SQ. FT.	FEE	
7. TRAFFIC CONTROL	DAYS	FEE	
8. OTHER		FEE	
		TOTAL FEE	FINAL BY

CASH BOND REQUIREMENT	\$ (ACC 100-2120)	FOR	GRAND TOTAL
CONSTRUCTION AND DEMOLITION DEPOSIT PROGRAM	\$ (ACC 100-2126)	All construction, grading, and/or demolition projects (unless specifically exempted by one of the project types listed in step one) will require a deposit. The deposit must be paid prior to issuance of a permit, and will be refunded upon confirmation that at least 65% of the waste generated by the project, was diverted properly from landfills. The fee will be deducted from the diversion deposit, and is nonrefundable. The administrative fee is a flat fee of \$125. The administrative fee is waived for any project in which the entire construction/demolition waste stream is processed by Burrtec Waste Industries Inc.	

IF REFUNDABLE TO BE RETURNED TO **CONTRACTOR** **OWNER**

I acknowledge that I have read this application and state that the above is correct and I agree to comply with all city policies, ordinances, and state laws. I further agree to comply with all city standards and specifications currently in force and to pay for removal and proper replacement of any item installed under this permit, which does not comply with the above. I agree to pay for any additional replacement in excess of the amounts shown above which may be cut or damaged as a result of any work accomplished under this permit.

CONTRACTOR SIGNATURE	DATE:
ISSUING OFFICER SIGNATURE	DATE:

ROW PERMIT RULES AND REGULATIONS

- 1. ACCEPTANCE:**
 - Accepting this permit or starting any work hereunder, shall continue acceptance and agreement to all of the conditions and requirements of this permit and the ordinance and specifications authorizing issuance of such permit.
- 2. EFFECTIVE DATE:**
 - This permit shall become effective when issued by the City Engineer or his/her authorized Representative. A copy shall be furnished to Permittee. If the work or use authorized under this permit is not begun within sixty (60) days of such date, then the permit shall become void.
- 3. WORKING HOURS:**
 - Except for emergency repairs, no work shall be performed within City road right-of-way on weekends, City holidays, before **7:00 AM** or after **5:00 PM** unless authorized by the Community Development Director or Public Works Manager.
 - On major arterial north-south or east-west streets, (Huntington Dr, Duarte Rd, Mountain Ave, Buena Vista St, Highland Ave), no work unless otherwise approved by the Community Development Director or Public Works Manager in advanced, shall begin before **9:00 AM** or continue after **3:00 PM**.
- 4. STANDARDS AND SPECIFICATIONS:**
 - The work shall be done in accordance with the current City of Duarte Standards, Standard Specifications for Public Works Construction (Greenbook), latest edition, and these Conditions and Specifications.
 - Any deviation from said requirements must be approved in writing by the Community Development Director or Public Works Manager.
 - Controls for vehicular and pedestrian traffic shall conform to the "Work Area Traffic Control Handbook" (WATCH MANUAL)
 - Depending on the scope of work, a construction and demolition deposit may be required, [Construction and Demolition Deposit Program](#)
 - For the City of Duarte Trench Repair, please see [Trench Repair Policy](#)
 - "No Parking Signs" will be placed 72 hours before work begins.
 - For the City of Duarte Street Construction Information, please see [Street and Public Right-of-Way Construction Information](#)
 - The contractor shall comply with all air pollution control rules, NPDES, regulations, ordinances and statutes.
- 5. CHANGES OR ADDITIONS TO PERMIT:**
 - The City reserves the right to make any changes or additions to a permit after issuance if such changes or additions are believed necessary for the protection of roads or for the health and safety of the public.
 - Changes or additions by applicant after permit issuance need to be approved by the Community Development Director or Public Works Manager.
- 6. RELOCATION:**
 - If any part of an installation interferes with the present use of roads by the general public or is in conflict with future or current City improvement projects, it shall be removed or relocated as directed by the City at the expense of the Permittee or his successor in interest.
- 7. PERMIT POSSESSION**
 - Other than emergency repairs, there shall be no work performed in City road right-of-way until a right-of-way permit is issued.
 - A copy of this permit, a set of approved plans and permits required by any other legally constituted authority shall be on site at all times construction is in progress.
 - Permits that require excavation shall be valid only after an Underground Service Alert (USA) inquiry identification number is issued if an excavation is to occur.
 - If there is an emergency repair, an after-the-fact permit must be obtained the next available business day.
- 8. NOTIFICATION:**
 - Except in emergencies, the Permittee shall notify the City in two (2) working days, excluding weekends and holidays, prior to starting a project and for each phase of construction.
 - For emergency repairs, agencies must notify the city staff of work and obtain an After-the-fact permit on the next available business day.
 - In addition, the Permittee shall notify USA 48 hour prior to any excavation.
 - It shall be the responsibility of the person performing the work authorized by the Permit to notify the Duarte Public Works Division or an authorized representative that such work is ready for inspection.
- 9. INSPECTION:**
 - All construction performed in relation to a road permit shall be inspected prior to and during installation by City personnel.
 - Inspection(s) shall be scheduled 48 hours prior for inspectors.
 - Construction performed without an inspection may be subjected to removal and replacement.
 - The entire cost of removal and replacement shall be borne by the Permittee, regardless of whether the installation removed was found to be defective.
 - It shall be the responsibility of the contractor to provide safe access for the inspector to perform the required inspections.
 - Removal and replacement of unsatisfactory work shall be completed within fifteen (15) days of written notification of the deficiency unless deemed an emergency requiring immediate action.
 - In the event the replacement work has not been completed, the City may take action upon the contractor's bond to cover all related cost.
- 10. RESTORATION RIGHT-OF-WAY CONDITIONS:**
 - Whenever the Permittee disturbs the surface of any public property for any purpose, the Permittee shall restore that property to the condition that existed prior to that disturbance in accordance with City Standard Plans.
 - Unless given permission, Permittee may not leave any open excavation overnight, including unfinished sidewalk and potholes. (Permittee will need to use temporary asphalt to cover up until they return)
 - Any temporary asphalt must be replaced with permanent asphalt within **two weeks**, if Permittee fails to comply, the City will repair and replace the temporary asphalt with permanent asphalt at the sole cost of the Permittee.
- 11. FAILURE TO COMPLY:**
 - Should a Permittee fail to comply with the provisions of the right-of-way permit or the requirements of any legally constituted authority, the City Engineer may order the Permittee to stop work, wholly or in part, until the discrepancies have been resolved to the City's satisfaction.
 - Upon satisfactory completion of corrections, written approval from the City shall be required before work may resume.
 - Failure to comply with this requirement shall result in revocation of permits.
 - The City may perform work required or arrange for the work to be done and the entire cost of the required work shall be borne by the Permittee.
- 12. CLEAN UP RIGHT-OF-WAY:**
 - Upon completion of work, all brush, timber, scraps, and other material/debris shall be entirely removed, and the right-of-way left in a condition satisfactory to the City Engineer or designee.
 - Remove any related USA Dig Alert markings to the work via power washing within 48 hours of completion of work.
- 13. MAINTENANCE AND REPAIR:**
 - Applicant shall promptly make any and all repairs to public right-of-way if required by the City Engineer or designee.
 - The Applicant is responsible for the materials and workmanship of this encroachment for a period of one (1) year after acceptance by the City.
- 14. PERMITTEE RESPONSIBILITY:**
 - The Permittee is responsible for safety and construction requirements within the limits of the project.
 - The Permittee and his employees shall abide by all the regulations of any legally constituted authority.
- 15. LIABILITY INSURANCE:**
 - Permittee shall maintain and provide a current certificate of liability insurance naming the City of Duarte as additional insured
 - Insurance must not be expired. Commercial General Liability ("CGL") of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.
 - Automobile Liability ("AL") of not less than \$1,000,000 each accident, covering "any auto", or covering all owned, non-owned and hired vehicles used in its operations.
 - Workers' Compensation ("WC") coverage to statutory limits required where the work is being performed and Employer's Liability ("EL") coverage of not less than \$1,000,000 each accident.
 - The insurer providing coverage must have an assigned policyholders rating of A- or higher.
 - A sample of the necessary certificate is attached.
- 16. INDEMNIFICATION:**
 - In consideration for the City of Duarte issuance of the permit, permittee agrees to defend, indemnify, and hold harmless the City of Duarte, and its officers, agents, and employees, against any and all penalties, liabilities, or loss resulting from any claim or court action arising out of any accident, loss, or damage to persons or property attributable to or occurring as a proximate result of any work undertaken by the permittee, its authorize agents, officers, representatives, or employees, under the permit unless solely caused by the gross negligence or willful misconduct of the City of Duarte, its officers, agents, or employees.
 - City of Duarte shall provide to permittee written notice of any claim or court action within 10 days after the City learns of the claim or action.
 - Permittee agrees to defend, at its sole expense, the Indemnitees from and against any and all Claims arising out of or related to the permitted encroachment, including expenses from attorneys' fees and costs.
 - City of Duarte may designate a representative either at the time of the issuance of the permit or at any time thereafter until the completion of the work, prescribe such additional conditions as the representative may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.

ROW PERMIT REQUIRED DOCUMENTS CHECKLIST

- Completed permit application
- Plans and details for the scope of work
- City of Duarte Business License
- Certificate of Liability Insurance must list City of Duarte as Certificate Holder (See Sample Certificate)
- Valid California Contractors State License; Class A or C-8 required for paving/concrete work
 - Class “A” – General Engineering Contractor
 - The principal business is in connection with fixed works requiring specialized engineering knowledge and skill.
 - “A General Engineering” - A general engineering contractor is a contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill, including the following divisions or subjects: irrigation, drainage, water power, water supply, flood control, inland waterways, harbors, docks and wharves, shipyards and ports, dams and hydroelectric projects, levees, river control and reclamation works, railroads, highways, streets and roads, tunnels, airports and airways, sewers and sewage disposal plants and systems, waste reduction plants, bridges, overpasses, underpasses and other similar works, pipelines and other systems for the transmission of petroleum and other liquids or gaseous substances, parks, playgrounds and other recreational works, refineries, chemical plants and similar industrial plants requiring specialized engineering knowledge and skill, powerhouses, power plants and other utilities plants and installations, mines and metallurgical plants, land leveling and earthmoving projects, excavating, grading, trenching, paving and surfacing work, and cement and concrete works in connection with the above mentioned fixed works. (**BPC §7056**)
 - Class “C” – Specialty Contractor
 - There are 42 separate “C” license classifications for contractors whose construction work requires special skill and whose principal contracting business involves the use of specialized building trades or crafts.
 - “C-8 Concrete” – A concrete contractor forms, pours, places, finishes and installs specified mass, pavement, flat and other concrete work; and places and sets screeds for pavements or flatwork. This class shall not include contractors whose sole contracting business is the application of plaster coatings or placing and erecting of steel or bars for the reinforcing of mass, pavement, flat and other concrete work. (**832.08 CCR**)
 - “C-12 Earthwork and Paving” – An earthwork and paving contractor digs, moves, and places material forming the surface of the earth, other than water, in such a manner that a cut, fill, excavation, grade, trench backfill, or tunnel (if incidental thereto) can be executed, including the use of explosives for these purposes. This classification includes the mixing, fabricating and placing of paving and any other surfacing materials. (**832.12 CCR**)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 have ADDITIONAL INSURED provisions or 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 Insurance Agent name and address	CONTACT NAME: PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED Name of Contractor and Address	INSURER(S) AFFORDING COVERAGE	
	INSURER A : NAME OF INSURANCE CARRIER	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER:

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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	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					PER STATUTE 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	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Duarte and its officers, officials, employees, agents, and volunteers are named as Additional Insured under such policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Duarte 1600 Huntington Drive Duarte, CA 91010	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

© 1988-2015 ACORD CORPORATION. All rights reserved.