



CITY OF ROSEMEAD PUBLIC WORKS PERMIT

City of Rosemead Issued Permit No.

Applicant Name

Contractor Company Name

Location of Work Site

Primary Contact Phone Number

Emergency Contact Person (must be different than above)

Emergency Contact Phone Number

Description of Work to be Performed (Include # Working Days):

DO NOT WRITE BELOW THIS LINE - PUBLIC WORKS USE ONLY

General Fees

Table with 4 columns: Item, Price, Item, Price, Quantity, Cost. Includes rows for Issuance Fee, Standard Hourly Review Charge, Standard Hourly Inspection Charge, and Traffic Control Plan Review.

Construction Fees in Right of Way

Table with 4 columns: Item, Price, Item, Price, Quantity, Cost. Includes rows for Driveway, Close Existing Driveway Opening, Individual Sidewalk, Individual Curb and Gutter, Individual Alley Improvement, Street Trees, Tree Planting In-Lieu Fee Residential, Curb Drain, Parkway Drain, and Relocate Existing Drainage Structure.

Excavation Fees

Table with 4 columns: Item, Price, Item, Price, Quantity, Cost. Includes rows for Service Cut and Sewer Cut.

Encroachment Fees

Table with 4 columns: Item, Price, Item, Price, Quantity, Cost. Includes rows for Stockpile Material or Waste, Placing Container for Material or Waste, Temporary Structure or Parking Equipment, Pedestrian Protection Required by Building Code, Lane Closures, Street Closures, Wide Loads (Deposit Required), and Commercial Filming.

Summary table with 4 columns: Field, Total Fees, \$, and blank. Includes rows for Estimated Completion Date, Date Issued, Issued By, Finaled By, and Total General Fees, Total Construction Fees, Total Excavation Fees, Total Encroachment Fees, Total Fees.



**PUBLIC WORKS PERMIT STANDARD CONDITIONS**

- 1) All work shall be done in accordance with the Standard Specification for the Public Works Construction, latest edition and addendums, unless otherwise specified.
- 2) Traffic Control must be submitted per attached work plan and/or WATCH/CA-MUTCD Manual. Custom traffic control plans must be stamped by a PE or TE.
- 3) Provisions shall be made for lighted barricades, delineators, and traffic control personnel to adequately protect the traveling public during construction and excavation operations. When necessary for public safety, traffic controls shall be operational twenty-four (24) hours of each day.
- 4) If work involves taking a lane of traffic, detour, or road closure any posting of "No Parking" signs shall be placed **at least 72 hours prior** to commencement of work.
- 5) The construction site shall provide for ADA, pedestrian, and bicycle accessibility at all times.
- 6) Sidewalks installed shall meet or exceed ADA standards and City Standards.
- 7) All sidewalks, concrete, and roadways shall be reconstructed per City Standards and/or per Inspector. All permanent resurfacing-paving- of City Right of Way shall be completed within **15 business days** from the date of temporary resurfacing.
- 8) A copy of the permit must be kept at the worksite at all times and produced upon demand.
- 9) All work done on the City right-of-way must be completed by an A-Class Contractor or Class Contractor appropriate to the work, and proof of license must be submitted.
- 10) Work hours are from 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise stated. Work hours within 250-foot from a school are from 9:00 a.m. to 2:00 p.m., Monday through Friday.
- 11) **Public Works Inspector must be notified at least 72 hours prior to the start of work at (626) 569-2152.** Should the inspector find work in progress prior to the notification by the Permittee and a permit not on-site during construction, he/she may stop work for a period of not less than the remainder of the day. Form inspection will be required prior to placement of concrete and at the completion of work.
- 12) An additional inspection fee not less than double the original fee will be charged for failure to apply for a permit prior to the commencement of work.
- 13) All work authorized under this permit must be completed within the time specified therein, unless so completed, this permit shall be void. An extension of time may be granted if applied for twenty-four (24) hours before the permit expires.
- 14) This Permit is valid only for the purpose specified herein. No change to the scope of work as identified in the application and/or drawings submitted therewith is permitted except upon written permission of the City Engineer or duly authorized representative.
- 15) Any damage caused to City structures by reason of exercise of this Permit shall be replaced or repaired by Permittee at his/her/its sole expense to the satisfaction of the City. Upon notice of damage to City structures arising from the exercise of this Permit, should Permittee fail to promptly make repairs or replaced the damaged item, the City may make any and all repairs or replacement or have repairs/replacement made and Permittee will be billed and shall reimburse City for all costs incurred.
- 16) Dumpsters must have lighted barricades at each end and must be removed after seven (7) days.
- 17) This Permit may be revoked or canceled at any time by the City Engineer or his/her duly authorized representative at the sole discretion of the City Engineer or his/her duly authorized representative.
- 18) The City Engineer or his/her designated representative may, either at the time of the issuance of this permit or at any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.

I, (Permittee) \_\_\_\_\_ of (Company) \_\_\_\_\_ hereby submit application for permit to construct/excavate/encroach in the public right of way at the location described above, and agree to comply with the provisions required by the Municipal Code of the City of Rosemead and the Public Works Permit Indemnity Agreement and Insurance Requirements attached to this application.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **PUBLIC WORKS PERMIT INDEMNITY AGREEMENT AND INSURANCE REQUIREMENTS**

- A. Permittee as an express and material term of the City of Rosemead's issuance of this Permit, shall indemnify, defend, and hold harmless City of Rosemead, its elected and appointed officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries, including death, to any person or persons or damage to personal or real property arising at any time during and/or arising out of or in any way connected with Permittee's authorized activities under the terms of this permit. Permittee in no case shall be liable for the gross negligence or willful misconduct of the City of Rosemead, its elected and appointed officers, employees, or agents.
- B. Permittee shall maintain and provide commercial general liability insurance, with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include coverage for contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. *Any insurance proceeds available to Permittee in excess of the minimum limits and coverage set forth in this Permit and which is applicable to a given loss or claim shall be deemed by this Permit to be applicable to the City of Rosemead.* A certificate of insurance evidencing this coverage shall be provided to the City prior to the start of any work under this Public Works Permit. The City's Risk Manager may from time to time increase the limits of the required insurance coverage. The City of Rosemead is to be named as an additional insured with an endorsement in favor of the City.
- C. Coverage provided by Permittee shall be primary and any insurance or self-insurance procured or maintained by City of Rosemead shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain, or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Rosemead before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- D. A severability of interests provision must apply for all additional insureds ensuring that Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- E. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City of Rosemead and approved in writing.
- F. If Permittee maintains higher limits than the minimums shown above, City of Rosemead requires and shall be entitled to coverage for the higher limits maintained by Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Rosemead.
- G. In the event of any controversy, claim or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.
- H. The City Engineer or his/her designated representative may, either at the time of the issuance of this permit or at any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.