

City of Carpinteria, California



PUBLIC WORKS DEPARTMENT

Engineering Permit Application

Select all boxes that apply to your project

GRADING

Type _____

EXCAVATION

Type _____

CONSTRUCTION

Type _____

ENCROACHMENT

Type _____

OTHER

Type _____

For Official City Use Only

Date of Permit Application _____

Date of Permit Issuance _____ Date of Permit Expiration _____

List of Attachments _____

Required Bond Amount _____ City Account Number _____

Engineering Deposit Fee _____

Applicant Information

Full Name _____

Mailing Address _____

Phone _____ Alternate Phone _____

Contact Person _____ Email _____

Location of Work _____

Project Duration _____

Approximate Value of Work Items Listed \$ _____

Description of Work _____

Property Owner Information (If Applicable)

Full Name _____
 Mailing Address _____
 Phone _____ Alternate Phone _____
 Contact Person _____ Email _____
 Assessor's Parcel No. (APN) _____

Contractor Information

ATTENTION: All work shall be performed by a Class A- General Engineering Contractor with the license issued by the Contractors State License Board and in good standing. The Contractor shall maintain insurance in conformance with the Insurance Specifications for Engineering Permit.

Same as Applicant

Business Name _____
 Mailing Address _____
 Phone _____ Alternate Phone _____
 Contact Person _____ Email _____
 License Type _____ License No. _____
 Bonding Company _____ Bond Amount _____

Standard Conditions

The Permittee shall schedule a preconstruction conference with the City by calling (805) 684-5405 extension 445 at least two working days before the start of any work under this permit.

1. A copy of this permit shall be kept at the location of work at all times.
2. All work shall conform to the Standard Specifications for Public Works Construction latest edition, supplements, and errata thereto, written and promulgated by Public Works Standards, Inc., and additions and amendments by the City of Carpinteria. All work is subject to the Carpinteria Municipal Code.
3. All work shall be performed by a Class A- General Engineering Contractor with the license issued by the Contractors State License Board and in good standing.

4. The Permittee agrees to these Standard Conditions and special conditions incorporated herein permit. Deviation from any condition will result in revocation of this permit, unless otherwise approved by the City.
5. The Permittee acknowledges that the fee and/or deposit set for this permit is an estimate only, and that if the City's cost exceeds the deposit, the Permittee shall make additional payments as necessary to maintain a positive account balance.
6. The Permittee shall defend, indemnify, and save harmless the City, its officers, agents and employees from any and all claims, demands, damages, costs, expenses including attorney's fees, judgments or liabilities arising out of this permit or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of its agents or employees or other independent directly responsible to it; except those claims, demands, damages, costs, expenses including attorney's fees, judgments or liabilities resulting solely from the negligence or willful misconduct of the City.
7. The Permittee shall be responsible for providing convenience and safety to the public.
8. All improvements constructed under this permit shall be guaranteed for a period of one (1) year from the permit clearance date.
9. The work shall be inspected by the City. Any part of the work that is not inspected will be subject to removal at the expense of the Permittee.
10. Call 811 for Underground Service Alert of Southern California (Dig Alert) no less than two working days before the start of any excavation activities. This permit is not valid without a Dig Alert ticket.
11. The Permittee shall notify the Santa Barbara County Sheriff's Department and the Carpinteria-Summerland Fire Protection District at least 24 hours before the start of hauling operations or road closures.
12. The Permittee shall be responsible for protecting all survey monuments in place and resetting of any disturbed monuments by a Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying as required by state law.
13. Permit for excavation only grants permission to excavate at the location stated herein this permit. Installation of or connection to underground utility facilities may require separate permits from the respective utility companies.
14. The Permittee shall immediately stop work in the event of discovering any archaeological resources and shall immediately notify the City. A qualified archaeologist, retained by the Permittee, will evaluate the situation and make recommendations to the City concerning the continuation of the work.
15. Issuance of this permit does not in any way constitute approval for work not related to this permit and/or work which requires issuance of a separate permit by other City departments, regulatory agencies, or utility companies before the start of such work.
16. The Permittee shall be responsible for protecting all existing improvements and shall restore, replace, or repair, at its own expense, any improvements damaged during the course of the work.
17. For earthwork operations including the grading, removal, replacement, placement, backfill, and compaction of soil materials shall be performed under the responsible charge of a Registered Geotechnical Engineer or Registered Civil Engineer qualified to practice geotechnical engineering as required by state law. A final soils engineering report of earthwork operations including tests and observations shall be submitted to the City prior to the issuance of a building permit.
18. Trenches and potholes shall be backfilled and compacted, and protected with steel covers before the end of the working day.
19. Construction activities that disturb one or more acres of land surface, or that are part of a common plan of development or sale that disturbs more than one acre of land surface shall comply with the NPDES

General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CA000002) as amended.

20. The Permittee shall be responsible for controlling surface water run-on to and run-off from the location of work. Control of surface water shall be such that existing drainage patterns are not disturbed or altered to increase the amount and/or intensity of surface water run-off to adjacent properties, public right-of-way, and storm drainage facilities.
21. Dust control shall be in accordance with the Santa Barbara Air Pollution Control District rules and regulations. Dust palliative shall be implemented appropriate for the location of work including traffic conditions and climate. All earthwork loads to be hauled shall be covered.
22. Working hours shall be between 7:00 a.m. and 5:00 p.m. Monday through Friday. Lane closures will only be permitted between 9 a.m. and 4 p.m. Monday through Friday and with an approved temporary traffic control plan and public noticing.
23. Truck or haul route shall be approved by the City before the start of any hauling operations.
24. This permit shall expire and become null and void if the work authorized under such permit is not commenced within one hundred twenty (120) calendar days, completed within one year of the date of issue, or otherwise extended by the City.
25. Prior to final clearance of this permit, any outstanding City fees shall be paid in full. The Permittee continues to be responsible for all activity under this permit until final clearance of this permit.
26. The City reserves the right to revoke this permit without cause and at any time. Upon written revocation of this permit by the City, the Permittee shall promptly restore the location of work as determined by the City.
27. If the Permittee fails to perform the work to fulfill the permit, the City will perform the work at the expense of the Permittee.
28. The Permittee shall notify the City when work is completed. This permit is not completed until final clearance and all outstanding City fees are paid in full.

Applicant as PERMITTEE:

Signature

Date

For Official City Use Only

Issued By:

Public Works Director/City Engineer

Date

Final Clearance By:

Inspector

Date

INSURANCE SPECIFICATIONS FOR ENGINEERING PERMIT

Prior to the beginning of and throughout the duration of the Work, Contractor shall maintain insurance in conformance with the requirements set forth below. Contractor shall use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it shall be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this permit and which is applicable to a given loss, shall be available to City.

Contractor shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$5,000,000 general aggregate.

Contractor’s policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the Project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident for all covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
4. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.
5. **Course of Construction** insurance shall provide “all risk” coverage for the completed value of the Project. Policies shall contain the following provisions: (1) City shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against the City. This insurance shall include coverage, but not by way of limitation, for all damage or loss to the Work and to appurtenances, to materials and equipment to be used on the Project while the same are in transit, stored on or off the Project site, to construction plant and temporary structures. The policy shall provide the Owner the right to utilize the facilities without termination of the policy until acceptance of the Project.

Such insurance may have a deductible clause not to exceed the below listed limits:

- Coverage for “Acts of God” in excess of five percent (5%) of Contract amount as defined in Sections 4150 and 4151 of the Government Code is subject to separate coverage if Bid Items for Act of God insurance are awarded.
- Flood and earthquake deductible shall not exceed five percent (5%) of the value at risk at the time of risk.
- All other perils: \$5,000.

Contractor and City agree as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its elected officials, employees, agents, consultants and volunteers using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the Project contemplated by this Permit to comply with these provisions.
2. Any waiver of subrogation express or implied on the part of City to any party involved in this Permit, the Contract Documents or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any parts for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this Permit, to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Permit shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. Insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the Project contemplated by this Permit is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of this kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) which may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, unless waived by the City, shall be delivered to City at or prior to the execution of this Permit. The Contractor shall, upon demand of the City, deliver to the City certified copies of such policy or policies of insurance and the receipts for payment of premiums. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration, non-renewal or reduction in coverage limits of any such coverage, and to require contractors, subcontractors and any other party in any way involved with the project contemplated by this Permit to do likewise.
9. It is acknowledged by the parties of this Permit that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the Project by contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and other engaged in the Project shall be submitted to the City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, shall have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein shall likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it shall not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Permit to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which

may include reduction or elimination of the deductible or self-inured retention, substitution of other coverage, or other solutions.

13. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the Project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Permit.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor shall renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Permit. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the Project contemplated by this Permit to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Permit and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the Project that is the subject of this Permit and evidencing products and completed operations coverage for not less than two (2) years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the Project reserves the right to charge City or Contractor for the cost additional insurance coverage required by this Permit. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A- or better and a minimum financial size of VII.
23. Any policy of insurance procured pursuant to these requirements shall be an "occurrences" policy.
24. The above insurance coverage shall not limit the indemnification obligations of Contractor as provided in the Contract Documents and the failure to maintain the required coverages shall constitute a material breach of this Permit.