

CORRECTIONS & NOTATIONS:

- - - GENERAL REQUIREMENTS - - -

- 1 Inspections must be requested prior to the start of work a minimum of twenty-four (24) hours in advance by calling the PW Inspection Hotline at (562) 383-4165. All subsequent required inspections shall be requested a minimum of twenty-four (24) hours in advance.
- 2 All work authorized by issuance of this permit shall comply with the current edition of Standard Specifications for Public Works Construction.
- 3 All work authorized by issuance of this permit shall comply with the miscellaneous Standard Details of the City of La Habra which may be purchased for a fee of \$13.30 for each copy from the cashier's office in the Administration Building of the La Habra Civic Center. Individual pages may also be purchased for a fee of \$0.10 for each copy. In the event of a conflict between the requirements in the Standard Details and those in the Standard Specifications for Public Works Construction, those specifications in the Standard Details shall prevail.
- 4 Barricading shall comply with the current "California Manual on Uniform Traffic Control Devices", issued by the State of California, Department of Transportation (Caltrans), for construction and maintenance work zones.
- 5 Compaction of asphaltic concrete shall be accomplished by the use of a six (6) ton, minimum size, steel -tired tandem roller unless otherwise approved by the City Engineer.
- 6 Water used during construction shall not be obtained from any fire hydrant, flushing riser or any other public source without first obtaining permit to do so from the Engineering Department of the City of La Habra.
- 7 It shall be understood that compliance with all the above requirements shall be the responsibility of the PERMITTEE. Failure on the part of the City's inspector to point out any defect or deficiency in the work shall not abrogate that responsibility.
- 8 The PERMITTEE shall make replacement within six (6) months from the date of issuance of the permit. Should the PERMITTEE fail to make replacement or repairs within the time specified, the City shall make or cause replacement to be made. Should the City make or cause the replacement to be made the entire deposit shall be forfeited to the City and no refund shall be made to the PERMITTEE. The cost incurred by the City shall be assessed to the PERMITTEE at two and one -half the cost to the City.
- 9 The PERMITTEE shall immediately after backfill has been placed or at the end of each work day whichever comes first, place temporary paving on all street cuts. Temporary paving shall be maintained in good order until final paving has been placed. Should the PERMITTEE fail to maintain the temporary paving in good order the City shall perform or cause to be performed said maintenance. The cost incurred by the City shall be assessed to the PERMITTEE at two and one-half the cost to the City. Further work specified in the permit shall be suspended until all costs to the City have been paid.
- 10 Connections to existing City of La Habra water lines, either for new water lines or fire hydrant lateral shall be made at the time and in the manner specified by the Engineer. Existing water main shall not be shut down for connection without prior approval from the Engineer nor without twenty-four (24) hour prior notice to the water utility. No connections will be made without the presence of the Engineer or authorized representative. Connection to existing main line shall be performed under pressure unless authorized by the Engineer.
- 11 In no instance shall connection be made to existing City water line prior to sterilization and testing of the new line as follows:
Testing:
Pressure Test - Pressure test shall be performed after backfilling and shall comply with the following requirements: (a) Pressure shall be not less than 1.25 times the working pressure at the highest point along the test section, (b) Shall be at least two (2) hour duration, and (c) shall not vary greater than + 5 psi.
Leakage Test - No pipe installation shall be acceptable if the leakage is greater than that determined by the following formula: $L=N*D*(P^{-2})/7400$, where **N** is the No. of joints in the length of pipe tested, **D** is the nominal diameter of the pipe, and **P** is the average test pressure during the test in psi.
Disinfecting Water Main - Chlorine dosage shall be not less than 50 mg/l and shall remain in the pipeline not less than twenty-four (24) hours. At the completion of the twenty-four (24) hour period chlorine residual shall be not less than 25 mg/l. Upon successful completion of the chlorine residual test, the line shall be filled with water and allowed to remain for twenty-four (24) hours. Bacteriological test shall then be made.
All tests shall be taken and certified by a certified, State of California licensed laboratory.
- 12 This permit shall become null and void if the work authorized thereon is not commenced within sixty (60) days from the date application is approved or if such work is suspended or abandoned at any time during construction for a period of sixty (60) days.
- 13 RIGHT-OF-WAY RESERVATIONS: The permission granted hereby extends only to those which the City of La Habra has in the real property and no warranty of any kind is made hereby that said City possessed any or all of the rights of title necessary for permittee to accomplish work under this permit, and permittee is cautioned to satisfy itself that it has obtained all necessary rights or permits prior to commencement of work. This permit shall not constitute a grant of any interest in or to real property belonging to the City of La Habra or to any person or entity.
- 14 All work shall be performed in accordance with the provisions of this permit and of all applicable laws, rules and regulations of the City and any other public agency and to the satisfaction of the City Engineer.
- 15 This Permit is non-transferable.
- 16 Please see Exhibit A (attached) for City of La Habra Permit Insurance Requirements.
- 17 **INDEMNIFICATION AND HOLD HARMLESS: "These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. City approval of the Insurance contracts required by this Application/Permit does not in any way relieve the Applicant from liability under this section."**
Notwithstanding the existence of insurance coverage required of the APPLICANT pursuant to this contract, the APPLICANT shall save, keep, indemnify, hold harmless, and defend the CITY, and its appointed and elected officials, officers, employees, and agents, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring, arising out of, or related to the negligence, reckless or willful misconduct of the APPLICANT, its officers, agents or employees, including, but not limited to, its subcontractors (hereinafter collectively "APPLICANTS"), in the performance of the work required pursuant to this Application/Permit, occasioned by any alleged or actual negligent acts or omissions by the APPLICANT, including any such liability imposed by reason of any infringement or alleged infringement of rights of any person or persons, firm or corporation, in consequence of the use in the performance by the APPLICANT of the work hereunder of any article or material supplied or installed pursuant to this Application/Permit.
- 18 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 attorney's fees, and costs.
- 19 The City Engineer may, 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 he may deem necessary for the protection of the highway or public property or for the prevention of undue interference with traffic or to assure the safety of persons using the highway.
- 20 References to City Engineer signify the City Engineer or his assignees.

- - IMPORTANT NOTICE - -

Section 4216 of the Government code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid. For your Dig Alert I.D. Number call Underground Service Alert Two (2) working days before you dig. - TOLL FREE 8-1-1

CALL ALL UTILITIES BEFORE STARTING WORK OPERATION

EXHIBIT A

PERMIT INSURANCE REQUIREMENTS

APPLICANTS MUSTS COMPLY WITH THE FOLLOWING INSURANCE REQUIREMENTS

16. INSURANCE

1. INSURANCE REQUIREMENTS

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance set forth herein, the Applicant agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Application/Permit, the Applicant shall procure and maintain in full force and effect during the term of the Application/Permit, the following policies of insurance.

2. MINIMUM SCOPE OF INSURANCE.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.

If the Applicant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Applicant.

3. Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) Commercial General Liability
 - (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Applicant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of the Applicant
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the application

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 20 10 and CG 2037.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Applicant.

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

(1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4. Insurance Obligations of the Applicant

The Insurance obligations under this application shall be: (1) all the Insurance coverage and/or limits carried by or available to the Applicant; or (2) the minimum Insurance coverage requirements and/or limits shown in this Application/Permit; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Application/Permit are sufficient to cover the obligations of the Applicant under this Application/Permit.

5. Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

6. Waiver of Subrogation

Required insurance coverages shall not prohibit the Applicant from waiving the right of subrogation prior to a loss. The Applicant shall waive all rights of subrogation against the City, its elected officials, officers, employees, volunteers, boards, agents and representatives and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

7. Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, The Applicant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

8. Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Applicant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

9. Contractual Liability

The coverage provided shall apply to the obligations assumed by the Applicant under the indemnity provisions of this Application/Permit.

10. Failure to Maintain Coverage

The Applicant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until the Applicant has fully complied with the insurance provisions of this Application/Permit.

In the event that the Applicant's operations are suspended for failure to maintain required insurance coverage, the Applicant shall not be entitled to an extension of time for completion of the operations or services hereunder because of production lost during suspension.

11. Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

12. Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Applicant's Application/Permit with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Application/Permit.

13. Insurance for Sub-Contractor

The Applicant shall be responsible for causing Sub-contractor to purchase the same types and limits of insurance in compliance with the terms of this permit, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Sub-contractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.