

Project Address: 1234 Seal Beach Boulevard, Seal Beach, CA 90740	PUBLIC WORKS PERMIT City of Seal Beach 211 8th Street Seal Beach, CA 90740 Tel: (562) 431-2527 ext.1317	Issued:	Permit Number: DPW04945
Cross St. & Notes: Seal Beach		Permit Type: Plan Check	
		Permit Issued by:	

Description of Work: Grading and WQMP Plan Check for 1234 Seal Beach Blvd for a Commercial/Industrial - II (>5,000 SF)

Owner Name, Address, Phone and Email:

Applicant Name, Address, Phone and Email:

Contractor Name and Address:

Phone:	EMERGENCY:	Contractor License:	City Business License #:
Email:			

STANDARD DECLARATION

I hereby acknowledge that I have read this application and state that this is correct and agree to comply with the requirements of the permit, all City ordinances, standards, specifications, state laws, the **Greenbook: Standard Specifications for Public Works Construction**, latest edition, and **The Watch Handbook**, latest edition and the attached **Standard Conditions of Approval**.

LICENSED CONTRACTOR'S DECLARATION

I hereby affirm that I am licensed under provision of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License No.: Lic. Class:
City License No.:

WORKER'S COMPENSATION DECLARATION

I hereby affirm that I have a certificate of consent to selfinsure, or a certificate of Workers' Compensation Insurance, or a certified copy thereof (Sec. 3800, Lab. C).
Policy No. _____
Company _____
____ Certified Copy is hereby furnished
____ Certified copy is filed with the City.

NDPES/STORMWATER QUALITY THRESHOLD DECLARATION
(www.ocwatersheds.com)

1.) Soil Movement (Y/N):
2.) Uncovered Material Storage (Y/N):
3.) Cementaceous Exterior Mixing (Y/N):
4.) Disturbed Soil =1 + Acre:(Y/N):
WDID #:

I hereby acknowledge that if any of these items has been answered in the affirmative, that I received materials and read the relevant conditions of approval from the City and I am aware of the appropriate stormwater pollution laws and there could be fines and/or other legal remedies if compliance is not obtained.

CONDITIONS OF APPROVAL:

1. Call underground service alert (USA) 48 hours before starting work (800) 422-4133
2. Call Public Works Inspections 48 hours before starting work (562) 431-2527 ext. 1414 OR 1319

Special Conditions:

Fees	
Application Fee	\$198.00
Permit Fee	\$198.00
Plan Check Fee Covers up to 3 Plan Checks	Based on T&M w/ Deposit
WQMP Covers up to 3 Plan Checks	Based on T&M w/ Deposit
Plan Archival Fee	Based on T&M w/ Deposit
Inspection Hours	
Total Collected	Based on T&M w/ Deposit
Receipt #	

X Sign and Date _____
(Authorized Agent)

Return Deposit To:

Applicant Owner Contractor

Route To:

Applicant Inspector Finance
 Engineering

Requires a 10% Bond

STANDARD CONDITIONS OF APPROVAL

(Regulations covering permits issued under City of Seal Beach Municipal Code)

1. THE PERMIT shall be kept at the site of the work and shall be shown on demand to any authorized representative of the city or any law enforcement officer.
2. THE PERMIT shall authorize work to be performed only as to such portion of the highway over which the city has jurisdiction.
3. ALL WORK SHALL BE PERFORMED in accordance with the provisions of this article and of all applicable laws, rules and regulations of the city, and any other public agency, and to the satisfaction of the Permittee.
4. THE PERMIT shall be nontransferable.
5. THE CITY may cancel the permit unless the work authorized therein is commenced within 60 days of the issuance of the permit and thereafter, in the opinion of the City, is diligently prosecuted to completion. Cancellation may be effected by giving written notice thereof sending the City by ordinary mail to the address shown on the application.
6. EITHER AT THE TIME of the issuance of the permit or at any time thereafter until the completion of work, the City may prescribe such additional conditions as he may deem reasonably necessary for the protection of the highway or for the prevention of undue interference with traffic or to assure the safety of persons using the highway.
7. COMPLIANCE WITH TERMS OF PERMIT REQUIRED A Permittee shall not make or cause to be made any excavation, or construct, place upon, maintain, or leave any obstruction, or impediment to travel, or pile or place any material in or upon any street, or install or maintain or cause to be installed or maintained any tank, pipe, conduit, duct or tunnel, in, upon, or under the surface or any highways, at any location; or in any manner other than that described in the terms of the permit.
8. APPLICABLE PERMITS Permittee is responsible for obtaining all applicable permits and authorizations required by law prior to issuance of a City permit.
9. STANDARDS Any construction activity performed within the City right-of-way shall be in accordance with the latest editions of the City of Seal Beach Standard Plans, the Standard Specifications for Public Works Construction (Greenbook), the Standard Plans for Public Works Construction (SPPWC), the Manual of Uniform Traffic Control Devices (MUTCD), Work Area Traffic Control Handbook (WATCH) Manual, and the Seal Beach Municipal Codes, unless otherwise specified herein.
10. LICENSED CONTRACTOR All work shall be completed by an appropriately licensed Contractor, whose license type and status shall be verified by the City.
11. WORKING HOURS With the exception of emergency work, no construction activities (including idling of equipment) shall take place outside of normal working hours, on weekends, or scheduled City holidays, without prior approval from the City Engineer. Normal working hours are 9:00 a.m. to 3:00 p.m. on major arterial streets and 7:30 a.m. to 4:30 p.m. on all other streets, Monday through Friday, excluding City observed holidays.
12. INSPECTIONS Permittee shall allow the City the right to inspect the subject work at any time the City deems appropriate.
13. WORK REGULATIONS All backfill replaced in excavation within the road right-of-way shall be compacted until the relative compaction within six (6') feet of the top surface is not less than ninety-five percent (95%) for arterials and ninety percent (90%) for all other streets and below six (6') feet is not less than the adjacent undisturbed soil as determined by the Relative Compaction Test specified in the State Standard Specifications. After completion of backfill and compaction operations and before permanent paving is replaced, the contractor shall call for compaction tests to be performed and shall provide for the excavation of the compacted fill at location and as directed by the engineer, to a maximum depth of six (6') feet to facilitate testing. In lieu of excavating the compacted backfill as specified above, the contractor may elect to call compaction tests in successive lifts of backfill not to exceed two (2') feet at the time each lift of backfill is placed and compacted. As per Standard Specifications of the State of California, the Permittee shall be required to furnish, sandy or granular material with a sand equivalent of 30. After the work has been completed, all debris and excess material from excavation and backfill operations shall be removed from the right-of-way and the roadway left in a neat and orderly condition. All roadside drainage ditches shall be restored to the original grades and the inlet and outlet of all culverts shall be left free and clear.
14. DRIVEWAY APPROACHES All approaches to driveways and streets shall be kept open to traffic at all times. Materials which adhere to roadway surfacing as a result of construction operations shall be removed by approved methods to the satisfaction of the City Engineer.
15. PROTECTION OF THE TRAVELING PUBLIC Permittee shall take adequate precautions for the protection of the public. Warning signs, lights, barricades, and other devices, together with flagmen where necessary, shall be placed and maintained in accordance with the most recent edition of the Work Area Control Handbook, published by Building News, Inc. and as requested by the City Engineer. Devices shall remain in place until the roadway is safe for the traveling public.
16. RESTORATION OF STREET UPON COMPLETION OF WORK Immediately upon completion of the work the Permittee shall promptly and in workmanlike manner refill any excavation or remove any obstruction to the satisfaction of the City Engineer. If any Permittee fails or refuses to refill any excavation which he has made or remove any obstruction which he has placed on any road, the City may do so and the Permittee shall promptly reimburse the City the cost thereof.
17. UTILITIES AS PERMITTEES Utility companies and agencies will be issued permits to perform work within the City rights-of-way only when work is to be done by their own crews. Work done for utility companies or agencies by contract will necessitate that the contractor secure the City permit, pay the fees, and file necessary Certificate of Insurance.
18. UNDERGROUNDING It is the policy of the City to promote undergrounding of utilities and/or facilities where feasible. Proposed utilities and/or facilities shall be installed underground or within existing underground ducts or conduits, wherever excess capacity is available. In the event that any facilities cannot be placed underground, Permittee shall submit a statement in writing as to why undergrounding is infeasible. Additionally, Permittee shall notify the City Engineer of any alternate construction methods, i.e., proposed overhead connections and/or trenchless technologies, for further review and neighborhood notification prior to permit issuance.

19. **RESURFACING BY PERMITTEE OR CITY AND SPECIFICATIONS THEREFOR** Temporary patching of trench is required on lateral cuts in surfaced streets immediately after backfilling. After completion of refilling and compaction of backfill material in excavation as specified and the removal of the obstruction, the Permittee will promptly replace with temporary or permanent material or repair any portion of the street surface removed or damaged by the excavation, he obstruction or construction operations to the satisfaction of the Permittee and as specified elsewhere herein, or the Permittee may at his option elect to do the resurfacing himself. Where the pavement, except Portland Cement Concrete pavement or surface has been removed, the Permittee shall replace with not less in thickness of A.C. of existing pavement, plus one inch and A.B. base to conform to existing A.B., except that road-mixed surfacing may be patches with 3" A.C. in lieu of the above. If Portland Cement Concrete pavement is removed or damaged it shall be sawed at the nearest score lines, removed without damaging the adjacent pavement and subsequently replaced with Portland Cement Concrete.
20. **COST OF RESURFACING TO BE BORNE BY PERMITTEE** If, at any time subsequent to the repair of a street damaged or destroyed by any street/alley excavation or obstruction under this article, it becomes necessary again to repair such street due to settlement, or any other cause directly attributable to such excavation or obstruction, the Permittee shall pay to the City the cost of such additional repairs made by the City. The cost shall be actual cost plus 15% overhead, if in the judgment of the City, this amount will most fairly compensate the City of the expense incurred by it to fully repair damage.
21. **TREES** Concrete slabs, foundations, and any other facility which may potentially impact tree roots shall not be constructed within the root ball area or drip canopy of any existing tree or planting. For items of work (most notably trenching) within the root ball area or drip canopy, an arborist must certify that the work will not affect the livelihood and health of the existing tree and/or planting. If any item of work involves cutting of tree roots, pruning, branch removal, and/or plant removal, City Engineer approval must be obtained prior to commencement of work.
22. **DEWATERING** In event that dewatering is necessary, the responsibility for conducting the dewatering operation in a manner which will protect adjacent structures and facilities rests solely with the Permittee. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the Permittee.

The Permittee shall comply with all requirements of the California Regional Water Quality Control Board, Santa Ana Region (SRWQCB), and shall submit SRWQCB authorization to initiate the discharge, as applicable, to the City's Water Quality Manager prior to commencement of construction. The Contractor shall comply with all provisions of the NPDES permit including the effluent testing and reporting requirements. Should hydrologic conditions of concern be found, as determined by the NPDES Permit, testing of discharge may be necessary, in which case the Permittee shall be responsible for any lab testing, inspections, and other costs associated costs incurred by the City.

Any discharge into the sanitary sewerage system shall require a Special Discharge Permit from the Orange County Sanitation District (OCSD).

23. **ADA** Where applicable, disabled access facilities shall be installed in accordance with the requirements of the Federal Americans with Disabilities Act (ADA) and State of California Title 24. Any construction installation shall not intrude on pedestrian clear zones on all street corners.
24. **NOISE** Permittee shall abide by all sound control and noise level rules, regulations, and ordinances including section 13-64 et seq. of the Seal Beach Municipal Code. No internal combustion engine shall be operated on the projects without a muffler of the type recommended by the manufacturer. Noise and vibration level requirements shall apply to all construction equipment on the project or related to the project, including but not limited to, trucks, transit mixers, or transit equipment that may or may not be owned by the Contractor and/or Owner.
25. **NPDES** The Permittee shall conform to all City water quality regulations/permits and with any federal, state, local laws, and/or changes to the City's NPDES permit and corresponding requirements.
26. **BEST MANAGEMENT PRACTICES** Construction BMP's in the public right-of-way shall be removed at the conclusion of each working day or upon a 30% prediction of a rain event.
27. **PERMITTEE TO PAY DEFICIENCY** If any deposit is insufficient to pay all fees and costs herein provided, the Permittee shall, upon demand, pay to the City an amount equal to the deficiency and shall not be allowed to continue to work until all fees have been paid.
28. **EFFECT OF FAILURE TO PAY COSTS OF DEFICIENCY** If a Permittee, upon demand, fails to pay any deficiency as provided in Chapter 24 of the Seal Beach Municipal Code, or shall fail to pay any other costs due the City hereunder for which no deposit has been made, the City may recover the same by an action in any court of competent jurisdiction. Until such deficiency, or cost is paid in full, a permit hereunder shall not thereafter be issued to such Permittee.
29. **AGREEMENT TO REMOVE OR RELOCATE** The Permittee agrees that in the event that any tank, pipe, conduit, duct, tunnel or other installation of any nature or kind placed in the excavation, fill or obstruction for which the permit is issued, at any time interferes in the future with the use, repair, improvement, widening, change of grade or relocation of any public street or highway due to abandonment, vacation, or any other cause, of any portion or portions of such street or highway, or interferes with the construction of any subway, viaduct, or other underground conduit or structure of any nature, the Permittee, or his successors or assigns, within ten days after the receipt of a written notice from the Permittee, relocate them to a site which may be designated by the City.

Furthermore, the Permittee agrees to remove any facility and associated equipment from the City right-of-way and restore the City's property to the satisfaction of the City Engineer at the Permittee's sole cost within ten (10) days of written notification from the City Engineer, if the City determines that the installation of the Facility has resulted in a violation of any Federal, State, or Local laws. In the event of any failure, neglect or refusal of Permittee, after ten (10) days of written notification from the City Engineer, to do such work, City Engineer may cause it to be done, and permittee shall, within forty-five (45) days of billing, pay to City the actual costs incurred.

30. **FEES** Permittee shall pay any applicable fees, in accordance with the City of Seal Beach Fee Schedule. Permittee acknowledges that the subject application provides for full cost recovery by the City and that the Permittee shall be accountable for all expenses incurred by the City, which includes, but is not limited to, staff review costs, construction inspection costs, and all other associated costs.
31. **AGREEMENTS** The Permittee agrees to indemnify, defend and save harmless the City, its authorized agents, officers, representatives and employees from and against any and all penalties, liabilities, annoyances or loss resulting from claims or court action arising Out of any accident, loss or damage to persons or property happening or occurring as a proximate result of any work undertaken under the permit granted pursuant to the application. The Permittee hereby agrees to notify the City at least forty-eight (48) hours in advance of the time when work will be started, and will upon completion of the work immediately notify the City in writing of such completion.

32. **INSURANCE** The Permittee agrees to secure and maintain Comprehensive General Liability insurance, with "SCU" coverage, in an amount not less than \$2,000,000 Combined Single Limit, and Workers' Compensation/Employers' Liability insurance in the statutory amount required by State law. The City of Seal Beach shall be named as an additional insured on a certificate submitted by the Permittee prior to beginning work under the Permit. Said certificate shall provide for a thirty (30) day written notice of cancellation, and shall be endorsed by the companies providing insurance. The Permittee may reduce the required insurance coverage to \$500,000 Combined Single-Limit or increase said coverage to \$2,000,000 Combined Single Limit if, in his sole determination, the scope of permitted work justifies said decrease or increase. This permit shall become null and void (1) upon the earliest expiration date of, or (2) immediately upon cancellation of, any of the coverages listed on the Certificate of Insurance.

33. **REVOCAION** The City reserves the right under applicable law, to revoke the permit for failure to follow any permit conditions, after notice.