City of FRESNO

APPLICATION FOR STREET WORK PERMIT

ALL WORK SHALL COMPLY WITH THE CITY OF FRESNO PUBLIC WORKS DEPARTMENT SPECIFICATIONS

Job Address:

Job Description:

Utility Company (If Applicable):

On-Site Contact Name:

On-Site Contact Phone:

Address: City: Zip: Phone:

By: E-Mail Address: Date:

(Authorized Signature)

See Attached Drawings ☐ USA REQUEST #

DIAGRAM OF WORK REQUIRED (INDICATE NORTH AND SHOW THE EXISTING AND NEW WORK)

NOTICE TO CONTRACTORS

THIS PERMIT IS NOT VALID UNTIL SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PUBLIC WORKS DIRECTOR. THIS APPLICATION MUST BE RECEIVED AND REVIEWED BY THE CONSTRUCTION MANAGEMENT DIVISION AT 1721 VAN NESS AVENUE PRIOR TO APPROVAL. ANY WORK DONE PRIOR TO APPROVAL IS SUBJECT TO IMMEDIATE REJECTION. ALL INSPECTIONS AND/OR JOB MEETINGS SHALL BE SCHEDULED AT LEAST 24 HOURS IN ADVANCE BY CALLING THE CONSTRUCTION MANAGEMENT DIVISION AT 621-5600. HAVE A REPRESENTATIVE AT THE JOB SITE AT THE SCHEDULED TIME.

Contractor: ***License Number:***

Address: ***City:***

By: ***Date:*** ***Phone:***

(Authorized Signature)

PERMIT NO.

FOR USE BY PUBLIC WORKS/TRAFFIC ENGINEERING

Inspection Fees: $ ***OPEN CUT*** ***BORE***

Permit Fee: $ ***BY*** ***DATE***

Total Fees: $ ***TRAFFIC CONTROL REQUIREMENTS***

Cashier Memo: ***Standard Requirements***

Public Works Engineering: ***Special Requirements, See Attached***

FOR USE BY PUBLIC WORKS/CONSTRUCTION MANAGEMENT

Inspectors Remarks

Permission is hereby granted to the above applicant to do the above described work: in compliance with Art. 2, Chapter 13 of the Fresno Municipal Code.

PUBLIC WORKS DIRECTOR OR DESIGNEE

ROUTING:
(1) P.W. ENGR.
(2) UTILITY CO.
(3) Construction Mgmt. - Applicant

By: ***Date:***

WORK COMPLETE/PERMIT ACCEPTED

By: ***Date:***

JOB ADDRESS

HD - (3/20)

PERMIT _____

City of FRESNO

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR STREET WORK PERMITS

In consideration for the issuance of a Permit for work in the City right of way and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Fresno ("City") and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the Street Work Permit. Permittee's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employee, agents, or volunteers are actively negligent, but shall not apply to any loss, liability, fines penalties, forfeitures, costs, or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

Throughout the life of the Street Work Permit, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be required at the sole discretion of the City's Risk Manager or designee.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers, or invitees.

City shall be reimbursed for all costs and reasonable attorney's fees incurred by City in enforcing this Agreement. This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the Permit for the maximum time period allowed by law.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.

Signed on this_____day of_____20__.

Permittee	City Employee
Print Name	Print Name
Company Name	Title
Telephone Number	Telephone Number

Please keep a copy for your records and provide a copy to your Insurance Broker.

PERMIT _____

EXHIBIT A
INSURANCE REQUIREMENTS FOR STREET WORK AND UTILITY PERMIT

In consideration for the issuance of a Permit for the work in the City right of way, Permittee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by CITY'S Risk Manager or his/her designee. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage, $1,000,000 per occurrence for personal and advertising injury, $2,000,000 aggregate for products and completed operations and $2,000,000 general aggregate.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than $1,000,000 per accident for bodily and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit.

Permittee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Permittee shall also be responsible for payment of any self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the CITY. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, PERMITTEE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). **In the event any policy(ies) are due to expire during the work in the City right of way, PERMITTEE shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).**

The General Liability and Automobile Liability insurance policies shall name City of Fresno, its officers, officials, agents, employees and volunteers. The General Liability additional insured endorsement should be at least as broad as CG 20 12 04 13. Permittee's insurance shall be primary and non-contributory as respects to the CITY, its officers, officials, employees, agents and volunteers and the endorsement should provide as least as much coverage as CG 20 01 04 13. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Permittee's insurance and not contribute with it. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

Upon request of CITY, Permittee shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of the Permit.

If at any time during the life of the Permit, Permittee fails to maintain the required insurance in full force and effect, the Permit shall be suspended immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City.

NOTE: A Certificate of Insurance is not acceptable, in lieu of the additional insured endorsement required above. The certificate of insurance must be accompanied by the additional insured endorsement.

Certificate Holder should read:
City of Fresno
2600 Fresno Street Room 4064
Fresno, CA 93721

I have read the above and understand the requirements. **Signature of applicant:**_____ **Date:**_____

To submit this form and add attachments, click this button dpwpermits@fresno.gov