



# CITY OF REDONDO BEACH

## DEPARTMENT OF ENGINEERING & BUILDING SERVICES

### HARBOR ACCESS PERMIT GUIDELINES

#### REGULATIONS

- PURSUANT TO TITLE 7 OF THE REDONDO BEACH MUNICIPAL CODE, NO WORK SHALL BE PERFORMED WITHIN REDONDO BEACH HARBOR AREA, WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY ENGINEER.
- THIS PERMIT SHALL BECOME **NULL AND VOID** IF WORK PERMITTED THEREBY IS PERFORMED IN VIOLATION OF ANY APPLICABLE FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATIONS, INCLUDING THIS PERMIT GUIDELINES.
- THIS PERMIT IS VALID ONLY TO THE EXTENT OF THE JURISDICTION OF THE CITY OF REDONDO BEACH. PERMITS REQUIRED BY OTHER INTERESTED AGENCIES IS THE RESPONSIBILITY OF THE PERMITTEE.
- THIS PERMIT IS SUBJECT TO **PRIOR** ACTIVE PERMITS, AGREEMENTS, COVENANTS, EASEMENTS, PRIVILEGES AND ALL OTHER RIGHTS, RECORDED AND UNRECORDED, IN THE AREA OF THE PERMITTED WORK. IT IS THE RESPONSIBILITY OF THE PERMITTEE, TO MAKE THE NECESSARY ARRANGEMENT WITH THE HOLDERS OF SUCH RIGHTS.
- UPON A WRITTEN NOTICE, THE CITY ENGINEER AND/OR HIS REPRESENTATIVE MAY CANCEL OR REVOKE THIS PERMIT FOR ANY CAUSE WHATSOEVER. CONSEQUENTLY, THE PERMITTEE, SHALL RESTORE ALL AFFECTED IMPROVEMENTS TO ITS ORIGINAL CONDITION, TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE, AT THE SOLE COST OF THE PERMITTEE, AND VACATE **REDONDO BEACH HARBOR AREA**. SHOULD THE PERMITTEE FAIL TO RESTORE THE AFFECTED IMPROVEMENTS TO ITS ORIGINAL CONDITION, THE CITY SHALL EITHER PERFORM THE RESTORATION WORK, OR HAVE THE WORK PERFORMED BY AN OUTSIDE CONTRACTOR. **THE PERMITTEE HEREBY AGREES TO REIMBURSE THE CITY FOR THE COST OF SAID CITY-FINANCED RESTORATION WORK, WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF RECEIPT OF A STATEMENT FROM THE CITY.**
- **ANY COST INCURRED BY THE PERMITTEE, AS A RESULT OF THE CONDITIONS OF THIS PERMIT OR AS A RESULT OF THE CITY EXERCISING ANY OF THE CITY'S RIGHTS OR AUTHORITIES, SHALL BE BORN BY THE PERMITTEE**

#### LICENSING

PERMITTEE SHALL MAINTAIN AN ACTIVE REDONDO BEACH CITY BUSINESS LICENSE, THROUGHOUT THE TERM OF THIS PERMIT.

#### INSURANCE, SUBROGATION & INDEMNITY

- PERMITTEE SHALL MAINTAIN ON CITY FILES, THROUGHOUT THE TERM OF THIS PERMIT, A **CITY-APPROVED GENERAL LIABILITY INSURANCE POLICY AND ENDORSEMENT NAMING THE CITY ADDITIONAL INSURED ON PRIMARY BASIS. INSURERS MUST BE ADMITTED TO DO BUSINESS IN THE STATE OF CALIFORNIA AND POSSESS A CURRENT A.M. BEST'S RATING OF NO LESS THAN "A:VII".**
- PERMITTEE SHALL MAINTAIN ON CITY FILES, THROUGHOUT THE TERM OF THIS PERMIT, A **CITY-APPROVED WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY OR DECLARATION.**
- **SIGNING THIS PERMIT IS PRIMA FACIE EVIDENCE THAT PERMITTEE, HEREBY WAIVE(S) THEIR/ITS RIGHT OF SUBROGATION AGAINST THE CITY OF REDONDO BEACH, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS FOR ANY LOSS, LIABILITY, DAMAGE, OR COST SUSTAINED BY ANY PERSON OR PROPERTY, ARISING OUT OF WORK OR OPERATIONS PERFORMED BY OR ON BEHALF OF THE PERMITTEE, INCLUDING MATERIALS, PARTS, OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK OR OPERATIONS.**
- **SIGNING THIS PERMIT IS PRIMA FACIE EVIDENCE THAT PERMITTEE, HEREBY AGREE(S) TO INDEMNIFY, DEFEND AND HOLD**

**HARMLESS THE CITY OF REDONDO BEACH, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS AGAINST ANY LOSS, LIABILITY, DAMAGE, OR COST SUSTAINED BY ANY PERSON OR PROPERTY, ARISING OUT OF WORK OR OPERATIONS PERFORMED BY OR ON BEHALF OF THE PERMITTEE, INCLUDING MATERIALS, PARTS, OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK OR OPERATIONS.**

#### NOTIFICATION

- PERMITTEE SHALL NOTIFY BOTH, THE HARBOR DEPARTMENT AND THE DEPARTMENT OF ENGINEERING AND BUILDING SERVICES **TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN REDONDO BEACH HARBOR AREA.**
- PERMITTEE AND/OR CONTRACTOR SHALL NOTIFY NEIGHBORING BUSINESSES **TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN REDONDO BEACH HARBOR AREA.**
- WRITTEN NOTICES SHALL PROVIDE THE PERMITTEE'S 24-HOUR TELEPHONE NUMBER, THE NATURE OF THE PROPOSED WORK AS WELL AS THE ANTICIPATED TIME OF COMMENCEMENT AND COMPLETION OF SAID WORK.
- **THE CITY ENGINEER AND/OR HIS REPRESENTATIVE SHALL APPROVE ALL WRITTEN NOTICES PRIOR TO DISTRIBUTION.**

#### TIME

- **ACTUAL WORK SHALL COMMENCE NO EARLIER THAN 7:00 A.M. AND SHALL CEASE NO LATER THAN 6:00 P.M., MONDAY THROUGH FRIDAY.**
- CITY OFFICES ARE **CLOSED ON ALTERNATE FRIDAYS AND ON THE FOLLOWING HOLIDAYS:**
  1. **MARTIN LUTHER KING, JR. DAY.**
  2. **PRESIDENT'S DAY.**
  3. **MEMORIAL DAY.**
  4. **INDEPENDENCE DAY.**
  5. **LABOR DAY.**
  6. **VETERANS DAY.**
  7. **THANKSGIVING DAY AND THE FOLLOWING DAY.**
  8. **CHRISTMAS DAY AND THE PREVIOUS DAY.**
  9. **NEW YEARS DAY AND THE PREVIOUS DAY.**

**NO WORK WITHIN THE HARBOR AREA, SHALL BE PERFORMED DURING THE AFOREMENTIONED HOLIDAYS.**

- **NO WORK WITHIN REDONDO BEACH HARBOR AREA, SHALL BE PERFORMED ON SATURDAYS WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE. WORK AUTHORIZED FOR SATURDAYS, SHALL BE PERFORMED BETWEEN THE HOURS OF 9:00 A.M. AND 5:00 P.M.**
- **NO WORK WITHIN REDONDO BEACH HARBOR AREA SHALL BE PERFORMED ON SUNDAYS.**

#### UTILITIES

- PERMITTEE SHALL CALL UNDERGROUND SERVICE ALERT AT ITS TOLL FREE NUMBER, **1-800-227-2600, TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION.** SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER TO BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID.
- PERMITTEE SHALL LOCATE AND PROTECT EXISTING UTILITIES AT PERMITTEE'S SOLE COST.
- PERMITTEE SHALL REPAIR, AT THE PERMITTEE'S SOLE COST, TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE, ANY DAMAGE INFLICTED BY OR ON BEHALF OF THE PERMITTEE, ON EXISTING UTILITIES.

## LANDSCAPING

PERMITTEE SHALL REPLACE IN KIND, AT PERMITTEE'S SOLE COST, TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE, TREES AND ALL OTHER LANDSCAPING AND IRRIGATION ELEMENTS THAT ARE REMOVED FROM REDONDO BEACH HARBOR AREA PER THE APPROVED PROJECT PLANS OR PER THE DIRECTIONS OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.

## TRAFFIC CONTROL

- PERMITTEE SHALL SUBMIT TRAFFIC DELINEATION PLANS TO THE CITY ENGINEER AND/OR HIS REPRESENTATIVE FOR APPROVAL.
- WHEN THE REQUIREMENT FOR TRAFFIC DELINEATION PLANS IS WAIVED BY THE CITY ENGINEER AND/OR HIS REPRESENTATIVE, PERMITTEE SHALL EXECUTE TRAFFIC DELINEATION IN ACCORDANCE WITH THE LATEST EDITION OF THE BNI "WATCH MANUAL", AS AMENDED, TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.
- PERMITTEE SHALL OBTAIN APPROVAL OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE, AS WELL AS THE POLICE DEPARTMENT, PRIOR TO POSTING NO-PARKING SIGNS.
- PERMITTEE SHALL POST NO-PARKING SIGNS (72) HOURS PRIOR TO ENFORCEMENT.
- PERMITTEE SHALL ENSURE THAT COMMERCIAL VEHICLES TRANSPORTING SOIL, EQUIPMENT OR CONSTRUCTION MATERIALS, AND HAVING UNLADEN WEIGHT, AS DEFINED IN SECTION 660 OF CVC, OF 6,000 POUNDS OR MORE, OR HAVING MANUFACTURER'S GROSS WEIGHT RATING, AS DEFINED IN SECTION 390 OF CVC, OF 10,000 POUNDS OR MORE, SHALL USE DESIGNATED TRUCK ROUTE TO COMMUTE TO PROJECT SITE. ANY COMMERCIAL VEHICLE HAVING A FULLY LADEN WEIGHT OF 20,000 POUNDS OR MORE SHALL NOT USE CONDITIONAL TRUCK ROUTE. MAPS SHOWING TRUCK ROUTES ARE AVAILABLE FROM THE DEPARTMENT OF ENGINEERING AND BUILDING SERVICES.

## PERFORMANCE

- PERMITTEE SHALL ENSURE THAT ALL WORKS COMPLY WITH THE REQUIREMENTS OF THE LATEST EDITION OF CAL/OSHA CONSTRUCTION SAFETY ORDERS, AS AMENDED, TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE. EXCAVATIONS EQUALS OR EXCEEDS FIVE (5) FEET IN DEPTH, INTO WHICH A PERSON IS REQUIRED TO DESCEND, AND THE CONSTRUCTION OR THE DEMOLITION OF ANY SCAFFOLDING FALSEWORK, BUILDING OR STRUCTURE MORE THAN THREE STORIES HIGH, REQUIRE A SEPARATE. PERMITTEE IS HEREBY ADVISED THAT PERMITTEE SHALL BE SUBJECT TO FINES FROM THE CALIFORNIA REGIONAL PERMIT FROM CAL/OSHA.
- PERMITTEE SHALL ENSURE THAT ALL WORKS COMPLY WITH THE REQUIREMENTS OF THE CLEAN WATER ACT (CWA) AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE. CONTRACTOR SHALL ADHERE TO THE SELECTED BEST MANAGEMENT PRACTICES (BMP) PLAN AND ALL ADDITIONAL CORRECTIVE STEPS AS REQUIRED BY THE CITY ENGINEER AND/OR HIS REPRESENTATIVE WATER QUALITY CONTROL BOARD (CRWQCB), THE STATE DEPARTMENT OF FISH AND GAME AND THE UNITED STATES COAST GUARD FOR ANY WATER POLLUTION CAUSED BY THE PERMITTEE.
- PERMITTEE SHALL KEEP REDONDO BEACH HARBOR AREA CLEAN AND CLEAR FOR PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES, TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.
- PERMITTEE SHALL STORE NEITHER DEBRIS, MATERIALS NOR EQUIPMENT WITHIN REDONDO BEACH HARBOR AREA, WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.
- PERMITTEE SHALL ENFORCE THE CITY'S DUST CONTROL REQUIREMENTS AT ALL TIMES, TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.
- PERMITTEE SHALL ENFORCE THE CITY'S NOISE CONTROL REQUIREMENTS AT ALL TIMES, TO THE SATISFACTION OF THE CITY ENGINEER AND/OR HIS REPRESENTATIVE.

- PERMITTEE'S COPY OF THIS PERMIT, INCLUDING ALL ATTACHMENTS, SHALL BE KEPT AT THE PROJECT SITE, READY FOR INSPECTION BY ANY AUTHORIZED AGENT OF THE CITY, UPON DEMAND.

## INSPECTION

- PERMITTEE SHALL ENSURE THAT ALL WORKS WITHIN REDONDO BEACH HARBOR AREA ARE INSPECTED AND APPROVED BY THE PUBLIC WORKS INSPECTOR.
- PERMITTEE AND/OR CONTRACTOR SHALL ARRANGE FOR PUBLIC WORKS INSPECTION (24) HOURS IN ADVANCE.
- PERMITTEE AND/OR CONTRACTOR SHALL CONTACT THE DEPARTMENT OF ENGINEERING AND BUILDING SERVICES AT (310) 318-0661 FOR ALL INSPECTION REQUESTS.

## DEPOSITS AND BONDS

- IF ALL WORKS ARE INSPECTED AND FOUND TO BE IN ORDER, POSTED DEPOSITS AND BONDS SHALL BE RELEASED WITHIN APPROXIMATELY THIRTY (30) CALENDAR DAYS FROM THE DATE OF FINAL INSPECTION, LESS ANY AND ALL CHARGES AND PENALTIES INCURRED.
- IF CITY CREWS ARE CALLED UPON TO PERFORM WORK WITHIN REDONDO BEACH HARBOR AREA, DUE TO THE NEGLIGENCE OF THE PERMITTEE, ALL EXPENSES INCURRED BY THE CITY CREWS, SHALL BE DEDUCTED FROM ANY AND ALL DEPOSITS AND BONDS POSTED WITH THE CITY BY THE PERMITTEE AND/OR CONTRACTOR.

## CIVIL DEBT

IF ALL DEPOSITS AND BONDS POSTED BY THE PERMITTEE WITH THE CITY ARE NOT SUFFICIENT TO COVER CHARGES AND PENALTIES INCURRED BY THE PERMITTEE, THEN THE BALANCE OF ANY AND ALL PENALTIES AND CHARGES INCURRED BY THE PERMITTEE SHALL BE CHARGED AS A CIVIL DEBT TO THE PERMITTEE, AND MAY BE COLLECTED BY THE CITY IN THE SAME MANNER AS IT COLLECTS ANY OTHER CIVIL DEBT OR OBLIGATION.

## STATEMENT & AGREEMENT

I, THE PERMITTEE, HEREBY STATE THAT I HAVE READ AND UNDERSTAND THE ABOVE GUIDELINES OF THIS PERMIT. I, THE PERMITTEE, HEREBY AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS INCLUDING THE ABOVE GUIDELINES OF THIS PERMIT.

NAME OF PERMITTEE: \_\_\_\_\_

SIGNATURE OF PERMITTEE  
OR AUTHORIZED AGENT: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ PERMIT NO.: \_\_\_\_\_