

ENCROACHMENT PERMIT CONDITIONS

PURSUANT TO CITY ORDINANCE 91-9

1. **ACCEPTANCE OF THE PROVISIONS:** It is understood and agreed by the permittee that all conditions have been read, and understood. The permittee agrees to comply with all conditions.
2. **KEEP PERMIT ON WORK SITE:** This permit, or a complete copy, shall be kept at the site of the work and upon request must be shown to any representative of the City or any law enforcement officer.
3. **PERMITS FROM OTHER AGENCIES:** Permittee must obtain all other permits required by other public or private agencies or individuals necessary in order to perform the intended work. It shall be the responsibility of the permittee to notify the utility and cable TV companies prior to starting any construction that may involve their underground or overhead utilities.
4. **INSPECTION NOTIFICATION:** The Permittee shall notify the Engineering Division at (916) 617-4692 a minimum of two (2) working days prior to performance of any work under this permit. Any work performed without inspection or contrary to City of West Sacramento Standard Construction Specifications, Standard Details or approved plans shall be deemed noncomplying and will not be accepted by the City.
5. **TRAFFIC CONTROL:** Construction traffic control shall conform to the current edition of the "Manual of Traffic Controls for Construction and Maintenance Work Zones", as published by the State of California, Department of Transportation.
6. **PERMIT EXPIRATION:** This permit is valid for a period of one year or until liability insurance expires, whichever comes first.
7. **UNDERGROUND SERVICE ALERT:** Permittee must notify Underground Service Alert (USA) at 800-642-2444 at least 48 hours in advance of start of work for location of underground utilities.
8. **GUARANTEE:** For a period of one year after acceptance by the Engineering Division, the permittee shall guarantee all work performed under this permit. Any failure caused by defective materials or workmanship shall be promptly repaired or replaced at the permittee's expense. Failure of the permittee to make such corrections will cause the City to make or have made any necessary repairs at the permittee's expense.
9. **STORAGE OF MATERIAL:** Excavated material, sand, gravel, or any construction materials and debris shall not be stockpiled in the City right-of-way.
10. **PUBLIC CONVENIENCE:**
 - (a) The Permittee shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public.
 - (b) Unless otherwise provided in the permit, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.
 - (c) Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the Permittee at his expense.
 - (d) Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.
 - (e) Convenient access to driveways, houses, and buildings along the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Permit by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.
 - (f) If ordered by the Inspector, water shall be supplied by the Permittee for the alleviation or prevention of dust nuisance. The Permittee may use water from a fire hydrant for this purpose provided he first obtains a Fire Hydrant Permit from the Public Works Department.
 - (g) In order to expedite the passage of public traffic through or around the work and where ordered by the Inspector, the Permittee shall install signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Inspector, the Permittee shall provide and station competent flagpersons whose sole duties shall consist of directing the movement of public traffic through or around the work.
 - (h) Flagpersons and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" of the California Department of Transportation. The equipment shall be furnished and kept clean and in good repair.
11. **SAFETY:**
 - (a) General - The Permittee shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the work.
 - (b) The services of the Inspector in conducting construction review of the Permittee's performance is not intended to include review of the adequacy of the Permittee's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Inspector or the City responsible for providing a safe place for the performance of work by the Permittee, Contractor, subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.
 - (c) The Permittee shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in sump pump work.
 - (d) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.
 - (e) Nothing in this Permit is to be construed to permit work not conforming to governing law.
 - (f) Shoring and Trench Safety Plan - Attention is directed to Section 832 of the Civil Code of the State of California, Section 6705 of the State Labor Code, and the Construction Safety Orders of the State of California Division of Industrial Safety.
12. **PROTECTION OF PERSON AND PROPERTY:**
 - (a) The Permittee shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the City's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Permittee's operations, they shall be replaced or restored, at the Permittee's expense, to a condition at least as good as the condition they were in prior to the start of the Permittee's operations.
 - (b) The Permittee shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Permittee shall protect against injury any pipes, conduits or other structures crossing the trenching or encountered in the work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. He shall support or replace any such structures without delay.
 - (c) The Permittee is cautioned that he must replace all improvements in rights-of-way and within the public streets to a condition equal to what existed prior to his entry onto the job.
13. **RESPONSIBILITY FOR REPAIR OF FACILITIES:** All public or private facilities, including but not limited to, gravel surfacing at existing canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds and reservoirs disturbed during construction of the work shall be repaired and/or replaced by the Permittee to match facilities existing prior to construction. In addition, the Permittee shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one year after acceptance of such required facilities.
14. **CITY'S REPAIR:** In the event the Permittee refuses or neglects to make good any loss or damage for which he is responsible under this Permit, the City may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Permittee.
15. **CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar, Contractor's State License Board, 9821 Business Park Dr., Sacramento, California.
16. **INDEMNITY AND LITIGATION COST:**
 - (a) The Permittee specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the City, the Engineer and his consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Permittee's, his Contractor's, or his subcontractors' or suppliers' performance of work under this Permit. To the extent legally permissible, this indemnity and hold harmless agreement by the Permittee shall apply to any acts or omissions, whether active or passive, on the part of the Permittee or his agents,

employees, representatives, or Subcontractor's agents, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability.

- (b) In any and all claims against the City or the Engineer and his consultants, and each of their officers, employees and agents by any employee of the Permittee, his Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation statutes, disability benefit statutes, or other employee benefit statutes.