

CITY OF LIVE OAK
DEPARTMENT OF PUBLIC WORKS

ENCROACHMENT PERMIT

No. _____

TO:

_____, Permittee

(Insert name and address here)

In compliance with your request of _____, 20____ and subject to all the terms, conditions and restrictions written below or printed as General Provisions and Special Provisions on any part of this form and/or attached hereto

PERMISSION IS HEREBY GRANTED TO

SAMPLE PERMIT

This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby.

This permit shall be void unless the work herein contemplated shall have been completed before

_____, 20____

DEPARTMENT OF PUBLIC WORKS
CITY OF LIVE OAK

(Signature of Permittee)

Permittee agrees to the terms and conditions of this permit (Permit not valid until Permittee signs and files with City of Live Oak.)

By _____

Date _____

GENERAL PROVISIONS

DEFINITION This permit is issued in accordance with City Ordinance. The term encroachment as used in this permit is defined herein as any structure or object of any kind or character which is placed in, under or over any City property, easement or street. Except as otherwise provided for public agencies and franchise holders, this permit is revocable on five (5) days notice.

ACCEPTANCE OF PROVISIONS It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of the provisions.

NO PRECEDENT ESTABLISHED This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the questions of the expediency of permitting any certain kind of encroachment to be erected within right-of-way of City streets.

NOTICE PRIOR TO STARTING WORK Before starting work the Permittee shall notify the Director of Public Works. Such notice shall be given at least three (3) days in advance of the date work is to begin. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours. In the event a street closing is called for, the Director of Public Works shall be notified 24 hours in advance of any such street closing.

KEEP PERMIT ON THE SITE This permit shall be kept at the site of the work and must be shown to any representative of the Grantor or any law enforcement officer on demand.

PERMITS FROM OTHER AGENCIES The party or parties to whom this permit is issued shall, whenever the same is required by law, secure the written order or consent to any work hereunder from the Public Utilities Commission of the State of California, or any other public board having jurisdiction, and this permit shall be suspended in operation unless and until such order or consent is obtained.

PROTECTION OF TRAFFIC Adequate provision shall be made for the protection of the traveling public. Barricades shall be placed with amber lights at night, also flagmen employed, all as may be required by the Grantor for the particular work in progress.

MINIMUM INTERFERENCE WITH TRAFFIC All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.

STORAGE OF MATERIAL No material shall be stored within eight (8) feet from the edge of pavement or traveled way or within the shoulder line where the shoulders are wider than eight (8) feet. No supplies or equipment shall be stored on the street until Permittee is ready to start work.

CLEAN UP RIGHT-OF-WAY Upon completion of the work, all brush, timber, scraps and material shall be entirely removed and the right-of-way left in as presentable condition as before work started.

STANDARDS OF CONSTRUCTION All work shall conform to recognized standards of construction and the standard plans and specifications of the City of Live Oak. Materials and workmanship used on construction shall conform to the applicable portions of the latest edition of the Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, and the conditions set forth on the permit as approved by the Director of Public Works. All construction operations shall be performed in accordance with the Construction Safety Orders, State of California, Department of Industrial Relations.

SUPERVISION OF GRANTOR All the work shall be done subject to the approval of, and to the satisfaction of, the Grantor.

FUTURE MOVING OF INSTALLATION It is understood by the Permittee that whenever construction, reconstruction or maintenance work on the street may be required, the installation provided for herein shall, upon request of the Grantor, be removed or revised at the sole expense of the Permittee within five (5) days of such notice.

EXPENSE OF INSPECTION On work which requires the presence of an employee of the Grantor as inspector, the salary and other incidental expense of such inspection during the work shall be paid by the Permittee upon presentation of a bill for such.

LIABILITY FOR DAMAGES The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the Permittee's part to perform his obligations under the permit in respect to maintenance. In the event any claim of such liability is made against the City of Live Oak, or any department, officer, or employee thereof, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. This permit shall not be effective for any purpose unless and until the above-named Permittee files with the Grantor, a surety bond in the form and amount required by said Grantor, unless specifically exempted on the face hereof. The requirement that a bond be filed does not apply in the event the Permittee is a governmental Board which derives its revenue by taxation.

MAKING REPAIRS If the Grantor shall so elect, repairs shall be made by employees of the Grantor and the expenses thereof shall be borne by the Permittee. All payments to laborers, inspectors, etc., employed by said Grantor for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written orders, payrolls or vouchers approved by the Grantor. Or the Grantor may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.

The Grantor will give reasonable notice of its election to make such repairs. If the Grantor does not so elect, the Permittee shall make such repairs promptly. In every case the Permittee shall be responsible for restoring any portion of the street or roadway which has been excavated or otherwise disturbed to its former condition as nearly as may be possible except where the Grantor elects to make repairs as above provided in this paragraph and except where provision to the contrary is made in the typewritten portion of the permit. Existing improvements shall be protected or relocated as required by work authorized in this permit. If existing improvements are damaged or their operation impaired by this work, they shall be replaced or restored to the satisfaction of the Grantor.

CARE OF DRAINAGE If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the Grantor.

MAINTENANCE The Permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in City property and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of City property which occurred as a result of the maintenance of the encroachment or as a result of the work done under this permit, including any and all damage to City property which would not have occurred had such work not been done or such encroachment not placed therein.

PIPES, CONDUITS, ETC.

CROSSING STREETS Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted on the face hereof. Service pipes will not be permitted inside of metal culvert pipes used as drainage structures.

TUNNELING No tunneling will be permitted except on major work as may be specifically set forth on the face hereof.

TRENCHING No trenching will be permitted except as may be specifically set forth on the face hereof.

EXCAVATION Pavement is to be accurately cut with proper tools to the width of the trench. Bracing and shoring are to conform to the "Trench Construction Safety Orders" of the California Division of Industrial Safety. Backhoe outriggers must be padded when used on pavement. All excavation shall be in accordance with the Standard City detail.

BEDDING All pipe must be bedded in sand to form a continuous support for the full length of the pipe. Bedding material must occupy the full width of the trench from three inches below the pipe to twelve inches over the pipe.

DEPTH OF PIPES There shall be a minimum of 30 inches of cover over all pipes or conduits.

BACKFILLING All backfilling is to be moistened as necessary and thoroughly compacted to required dry density per cubic foot, all in accordance with the Standard City detail. Whenever required by the Grantor, a trench crossing the roadway shall be backfilled with Class II Aggregate Base, if required by the Director of Public Works.

SURFACING After proper backfilling, base and surfacing shall be replaced in kind, and the site restored to its original condition, all in accordance with Standard City detail and to the satisfaction of the Grantor.

MAINTAIN SURFACE The Permittee shall maintain the surface over structures placed hereunder as long as necessary.

PIPES ALONG ROADWAY Pipes and utilities paralleling the pavement shall be located at the distance from the traveled way and at such depth as specifically directed on the face hereof. Cutting of tree roots will not be permitted.

POLES, WIRES, CABLES AND OVERHEAD STRUCTURES

LOCATION POLE LINES, ETC. Pole lines shall be located one (1) foot from the property line unless otherwise specified on the face hereof.

PUBLIC UTILITIES COMMISSION ORDERS All clearances and type of construction shall be in accordance with the applicable orders of the Public Utilities Commission of the State of California.

PERMISSION FROM PROPERTY OWNERS Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.

CLEARANCE OF TREES Poles must be of such height as to permit clearance over a tree 40 feet in height where quick growing trees are in place. At locations where slow growing trees are in place, normal construction standards may be followed at the option of the pole line company, with provisions to ultimately clear a 40 foot tree.

GUY WIRES No guy wires are to be attached to trees except on specific authority and in no event shall they be so attached as to girdle the tree or interfere with its growth. Guy wires shall be kept at a minimum elevation of six feet above the ground whenever so directed.

REMOVE OLD POLES, GUYS AND STUBS The entire length of such timbers shall be removed from the ground and the holes backfilled and thoroughly tamped. In paved areas temporary AC surfacing shall be placed until such time as permanent repairs are made.

REMOVAL OR TRIMMING OF ROADSIDE TREES

REMOVAL OF TREES When permit is granted for removal of a tree as an independent operation or as a part of other work, the entire stump shall be taken out for a depth of at least two (2) feet below the ground surface or pulverized with a rotary stump grinder.

CLEARING THE SITE All timber and debris shall be removed from the right-of-way. The hole left by the stump shall be backfilled and thoroughly tamped and the site left in a presentable condition.

TRIMMING OF TREES In general, only light trimming of branches two inches or less in diameter will be permitted and only when specifically so stated on the face hereof. The shapeliness of the tree must be preserved.

GUARANTEE

The Permittee hereby unconditionally guarantees that the work will be done in accordance with the requirements of this Encroachment Permit, and further guarantees the work covered by the permit to be and remain free of defect of workmanship and materials for a period of one year from the date of completion.

The Permittee hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the permit or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Permittee further agrees, that within ten calendar days after being notified in writing by the City of any work not in accordance with the requirements of the permit or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time, and in the event he fails to so comply, he does hereby authorize the City to proceed to have such work done at the Permittee's expense and he will pay the cost thereof upon demand. The City will be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon the Permittee's refusal to pay such costs.

Notwithstanding the foregoing paragraph, in an event of an emergency constituting an immediate hazard to the health and safety of the City's employees, property or the public at large, the City may undertake at the Permittee's expense without prior notice all work necessary to correct such hazardous condition when it was caused by work of the Permittee not being in accordance with permit requirements.

The Permittee further agrees that the City will be entitled to charge the Permittee, his heirs, assigns or sureties all or any part, as the City may deem proper, of the actual cost of superintendence and other overhead expenses which are directly chargeable to any defects in the work, as specified, and which accrue during the guarantee period.

CITY OF LIVE OAK
DEPARTMENT OF PUBLIC WORKS

ENCROACHMENT PERMITS
SUPPLEMENTAL PROVISIONS

1. No work shall be done on city streets or right-of-ways except during regular City working days and hours.
2. Permittee, if required by the City, shall file a Certificate of Insurance with the City Clerk naming the City, any department officer or employee thereof as insured during the period of the permit, for public liability and property damage in an amount not less than the following:

Public Liability	<u>\$500,000</u>
Property Damage	<u>\$300,000</u>
3. Prior to any concrete work and before any concrete is ordered or mixed, the Permittee shall request an inspection of forms and grades and shall not proceed until all form work is approved by the City.
4. Copies of the Standard Specifications of the Department of Transportation of the State of California are on file in the office of the City Clerk. Said copies are available for inspection or loan. If requested, the City Clerk will furnish copies of selected articles at copy cost.
5. Permittee, if requested by the City, shall furnish relative compaction test results to the City of Live Oak. All cost for the relative compaction test shall be assumed by the Permittee with no charge to the City. Relative compaction tests shall be performed at locations as designated by the Director of Public Works.
6. Notify the Department of Public Works when project is complete so a final inspection may be scheduled.
7. The Permittee agrees that as a condition of the Encroachment Permit, he will hold the City, its officers, agents and employees harmless from all liability in connection with any of the work done under the terms of the Encroachment Permit and will indemnify the City from all claims for damage to property and/or damage to persons arising out of or in any way connected with the work being done under the terms of the permit. That indemnification shall extend to all actions for personal injury or wrongful death, by whomsoever brought, including persons in the employ of the Permittee and any agents of Permittee, and shall specifically extend to all claims for damage to property, whether real or personal. Permittee undertakes and guarantees to hold harmless and indemnify the City and its officers, agents, and employees against all costs, expenses, losses or damages, and agrees to protect the City, its officers, agents and employees, and defend all suits or actions of law, or in equity which may be brought against them or any of them individually or otherwise, to recover damages for any loss, injury or claims of whatsoever kind or character occurring, growing out of or arising from any of the work undertaken under the terms of this application and the permit or permits which may be granted in response thereto.