

AMADOR COUNTY TRANSPORTATION AND PUBLIC WORKS DEPARTMENT

ENCROACHMENT PERMIT GENERAL CONDITIONS

1. **Authority:** Each Encroachment Permit is issued in accordance with Chapter 5.5 of Division 2, commencing with Section 1450, et seq. of the Streets and Highways Code (SHC).
2. **Acceptance of General Conditions:** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.
3. **Responsible Party:** No party other than the named Permittee or their agent is authorized to work under this permit. This permit shall run with the property, utilities or structures under the original Permit. Any new owner will be informed by the Permittee of all conditions and shall accept all conditions of this permit upon ownership.
4. **Beginning of Work:** It is the responsibility of the Permittee to notify the Department's Representative, two (2) working days in advance of the intent to begin work under this permit. All inspections shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
5. **Responsibility for Damage:** The Permittee will indemnify, defend and hold harmless the County, its officers, and employees from any and all loss, damage, or liability whatsoever arising out of, or occurring during, the permit, including but not limited to, the Permittee's adherence to, or the content of, the Encroachment Permit and any plans, instructions, directive, or other specifications prepared for or by the Permittee and whether or not relied upon by the Permittee and/or its agents, officers, employees or contractors.
6. **Revocation:** Encroachment permits are revocable on five days' notice, unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Conditions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittee's joint use agreements, franchise rights, reserved rights, or any other agreements for operating purposes in County highway rights of way are an exception to this revocation.
7. **Public Traffic Control:** Required by law, the Permittee is to provide traffic control protection of warning signs, lights safety devices and other measures for the safety of the traveling public. Day and Nighttime lane closure shall be in compliance with the Manual of Traffic Controls, Standard Plans and Standard Specifications for traffic control systems. It is not intended, as to third parties, to impose on the Permittee any duty or standard of care, greater than or different from, as required by law.
8. **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. The Permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the Instructions to Flaggers pamphlet and/or Construction and Maintenance Work Zones issued by California Department of Transportation.
9. **Standards of Construction:** All work performed within the highway shall conform to recognized standards of construction and the current DOT&PW Standard Specifications. Where reference is made to "Contractor and Engineer", these are amended to be read as "Permittee and DOT & Public Works Representative". Permittee shall guarantee all work for one year from the date of acceptance by County.
10. **Care of Drainage:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's Representative.
11. **Making Repairs:** In every case, the Permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the County highway facility which has been excavated or otherwise disturbed by Permittee. The Permittee shall maintain the surface over facilities placed under any permit. If the highway is not restored as herein provided for, or if the DOT&PW elects to make repairs, Permittee agrees by acceptance of permit to bear the cost thereof.
12. **Clean up Right of Way:** Immediately upon completion of the work, all brush, timber, scraps, materials, etc. shall be entirely removed and the right-of-way shall be left in as presentable a condition or better than existed before work started.
13. **Inspection and Approval:** All work shall be subject to monitoring, and inspection. Upon completion of work Permittee shall request a final inspection for acceptance and approval by the DOT&PW. The Permittee shall not give final construction approval to its contractor until the permittee has obtained final acceptance and approval from the Department.

14. **Conflicting Encroachment:** Permittee shall yield start of work to ongoing prior authorized work adjacent to or within the limits of the project site. When encroachments conflict with new work, the Permittee is solely responsible for any and all cost for rearrangements necessary (relocation, alteration or removal of).
15. **Permits from Other Agencies:** This permit shall be invalidated if the Permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health administration (CAL-OSHA), or any other public agency having jurisdiction.
16. **Storage of Equipment and Materials:** Equipment and Material storage in County rights of way shall be in compliance with Standard Specifications, Standard Plans and Special Provisions Where any Permittee obstacle is placed within twelve (12) feet of a lane carrying public traffic, the Permittee shall install temporary railing (Type K).
17. **As Built Plans:** When required, Permittee shall submit one (1) set of as-built plans in compliance with Department requirements. Plans shall be submitted within thirty (30) days after completion and approval of work.
18. **Bonding:** Permittee shall file the necessary bond(s) in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in suspension of all work and permits(s). Bonds are not required of public corporations or privately owned utilities, unless said Permittee failed to comply with the provisions and conditions under a prior permit.
19. **Future Moving of Installations:** Permittee understands and agrees that upon request of the Department, whenever County construction, reconstruction or maintenance work on the highway requires a permitted installation to be rearranged or moved, the Permittee immediately and at his sole expense shall comply with said request.
20. **Cost of Work:** Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the County right-of-way pursuant to this Encroachment Permit shall be borne by the Permittee and Permittee hereby waives all claims for indemnification or contribution from the County for such work. This includes claims for unsuitable or unsafe conditions, hazardous materials, etc.
21. **Archaeological/Environmental:** If any archaeological/environmental resources or suspect environmentally impacted conditions are revealed in the course of work, the Permittee is responsible for notifying the Department's Representative immediately, retain a qualified consultant who shall evaluate the resource site or nature of waste material and make recommendations to the Department Representative regarding the continuance of work. The investigation & disposal cost of revealed material is the sole responsibility of the permittee.
22. **No Precedent Established:** This permit is issued with the understanding that it does not establish a precedent.
23. **Maintenance of Encroachment:** The Permittee agrees, by acceptance of permit, to properly maintain their encroachment. This will require inspection and repair of any damage to County facilities resulting from the encroachment.
24. **Maintenance of Clear Zone:** For all Major Collector Roads there will be a minimum clear zone of either ten (10) feet from the edge of the traveled way or behind the ditch line, whichever is greater. For all other lesser roads, there will be six (6) feet from the edge of the traveled way or behind the ditch line, whichever is greater.
25. **No Warranty:** Amador County does not warranty or guarantee the Permittee's right to use County road easements or rights of way or private road rights of way for facilities. Additionally the County does not warranty or guarantee the suitability of existing conditions or facilities to accommodate permittee's construction and/or facilities or installation operation.

This is to certify that I have read or will read the "Encroachment Permit General Conditions" before I am issued the encroachment permit. I understand and agree it is Permittee's responsibility to follow all conditions regarding the issuance of the encroachment permit and violation of conditions may result in the encroachment permit being VOIDED.

Signature of Owner/Applicant

Date