

City of San Clemente

The following standard conditions are to be part of

Encroachment Permit No. _____ (the "Permit"):

I. ENCROACHMENT PERMIT STANDARD CONDITIONS

1. No access or work shall be performed within the City right-of-way without the full knowledge of the assigned City Public Works Inspector who shall be given not less than 48 hours advance notice of the initiation of work at (949) 36 1-6 131.
2. All traffic control within the construction area shall be flagged and barricaded to the satisfaction of the field inspector and shall be in compliance with the **Work Area Traffic Control Handbook (W.A.T.C.H)**, latest edition.
3. Applicant agrees that it shall be its responsibility to provide its contractor, subcontractor or any other agent responsible for construction within the City right-of-way a copy of the Permit and a complete set of approved plans which shall remain at the jobsite during working hours and shall be shown to any City employee, agent or duly authorized representative or any law enforcement officer upon demand.
4. Permitted use shall be constructed in accordance with the City specifications and approved plans subject to inspection and approval by the City Public Works Inspector. This Permit is valid only for the purpose specified herein; no change to the scope of work as identified in the application and/or drawings submitted therewith is permitted except upon written permission of the City Engineer or his/her duly authorized representative. Certification for all materials and work, including compaction tests, shall be furnished by the Applicant upon request to the City Public Works Inspector. Any compaction testing shall be paid for by the Applicant or its contractor. Certification shall be made by a certified testing agency or a firm acceptable to the City.
5. Two way traffic shall be maintained at all times.
6. Open trenches must be backfilled or metal plated during nonworking hours.
7. Any excavated area covered by pavement shall be cut to a neat line and AC replacement shall be installed to the satisfaction of the City Public Works Inspector.
8. The roadway shall be free of all obstructions and completely open to traffic at the end of each working day.
No later than 3:00 p.m. on arterial streets.
9. Slurry backfill shall be required when tunneling under curb and gutter.
10. Care shall be exercised to prevent water, soil and debris from depositing in gutters.
11. Any roadway striping damaged or removed during the operation of this Permit shall be matched and replaced by the applicant to the satisfaction of the City Public Works Inspector.
12. All excavation and backfill shall be compacted to a relative density of at least 90% of the maximum density.
13. All commercial drive approaches shall be placed monolithically with curb and gutter. Eight inch concrete over six inch AB is required.
14. One sack sand cement slurry mix shall be required as backfill on all lateral excavations within arterial travel ways unless directed to do otherwise by the Inspector. See "**Conditions for Trench Cut Permits**" handout for other requirements.
15. All concrete work shall be transit mixed and conform to the Standard Specifications for Public Works Construction, latest edition, Section 201 and approved by the Inspector.
16. No work shall be started on non-arterial streets before 7:00 a.m. or continue after 4:00 p.m. on weekdays unless local conditions necessitate special consideration. No work is allowed on Saturdays, Sundays or holidays without written authorization of the City Engineer.
17. No work shall begin before 9:30 a.m. or continue after 3:00 p.m. on arterial streets on weekdays. Other restrictions include #16 and #8 above.

18. Applicant shall notify (underground service alert) at least 24 hours before commencing any excavation necessary to perform the work authorized by this Permit. Applicant agrees to contact and obtain an Inquiry ID Number from (underground service alert) (800) 422-41 33 at least two (2) working days prior to commencing work.
19. This Permit may be immediately revoked for violation of Permit conditions, the creation of a nuisance or for reasons in the best interest of the City of San Clemente upon notice given by the City Engineer or his authorized representative. In the event of such a revocation, applicant shall immediately cease all operations and restore City right-of-way as directed by the Inspector. After notification, the City may take full possession of the area. Applicant shall pay to the City any and all costs involved in the event restoration of City property or removal of any items installed by the Applicant is necessary by the City.
20. Work must be completed, including clean up and restoration of City right-of-way, and shall be completed within sixty (60) calendar days after issuance of this Permit. This Permit may expire in the event work is not started within sixty (60) calendar days from the date of issuance or the work is abandoned for a period exceeding sixty (60) calendar days after construction has begun. If the Permit expires, it shall be necessary to obtain a new permit and pay additional fees.
21. Trenching for installations across any intersecting roadway open to traffic shall be progressive. Not more than half of the width of a traveled roadway shall be disturbed at one time and the remaining width shall be kept open to traffic by bridging or backfilling.
22. All pipes and conduits laid parallel to the roadway shall be placed at least five (5) feet from the edge of the pavement or graded traveled roadway, unless otherwise authorized in writing by the City Engineer. The shallowest portion of any pipeline or other facility shall be installed not less than thirty (30) inches below the roadway surface.
23. All excavated material shall be placed and stored away from the improved portion of the street and parkway. All excess material, including excess excavation, shall be removed and the street and parkway shall be left in a neat and orderly condition on a daily basis to the satisfaction of the Inspector.
24. All roadside drainage ditches shall be restored to a true grade and the intake and outlet ends of all culverts shall be left free from all excess materials and debris.
25. All approaches to private driveways and intersecting roads or streets shall be kept open to traffic at all times unless otherwise approved by the City Engineer.
26. Clay and earth which adhere to the paved surface of the roadway shall be removed by hand scraping, washing and sweeping, or by any other method which will leave a clean non-skid surface without impairing, injuring or loosening the surface.
27. All mulch or mud which adheres to the paved surface of the roadway shall be removed and excavation backfilled with compactable material which is effective.
28. Applicant shall comply with any and all directives issued by the City Engineer in order to prevent dust or other materials from becoming a nuisance.
29. Temporary patching of trenches is required on lateral cuts in surfaced streets immediately after backfilling. After completion of the refilling and compacting of the backfill material in the excavation as specified and the removal of the obstruction, the Applicant shall promptly replace with temporary or permanent patching material or repair any portion of the highway surface removed or damaged by the excavation, obstruction or construction operations to the satisfaction of the City Engineer and as specified elsewhere herein, or the City may, at its discretion, elect to do the surfacing or repairing themselves.
30. Where the pavement, except Portland Cement Concrete pavement, or surface has been removed by others, the Applicant shall replace it with a standard repair of four (4) inches AC over seven (7) inches or repair section shall be one (1) inch AC and one (1) inch AB greater than existing structural section, whichever is greater.
31. When shoring is required; an engineered detail drawing will be required for plan review.
32. If after the refilling of an excavation the Applicant fails or refuses to resurface or repair that portion of the surface of the roadway damaged by him or if the City has elected to do such resurfacing or repairing, the Applicant shall be charged

with the cost thereof computed by the City Engineer.

33. Any damage caused to City structures by reason of Applicant's exercise of this Permit shall be repaired by Applicant at its sole expense to the satisfaction of the City Engineer. Upon notice of damage to City structures arising from the exercise of this Permit, should Applicant fail to promptly make repairs, the City may make any and all repairs or have repairs made and Applicant will be billed and shall reimburse City for all costs incurred.
34. This Permit is non-transferable.
35. The Applicant shall notify the City Engineer when all work is completed.
36. The Applicant shall provide proof of comprehensive liability insurance, both bodily injury and property damage insurance, in a form and in an amount acceptable to the City Engineer. The City Engineer may require the City to be named as an additional insured and/or may require an additional insured endorsement in favor of the City. The City Engineer may waive the additional insured requirements if he/she determines that the proposed encroachment will not constitute any significant possibility of City liability. However, the act of waiving this requirement shall not be construed as a waiver of any other rights the City may have relating to this Permit and/or the work permitted.

II. STANDARD CONDITION OF INDEMNITY

As an express and material term of the City's issuance of this Permit, Applicant agrees to indemnify and hold harmless the City, its officers, employees and agents from any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment and Applicant's related construction activities. Applicant further agrees to indemnify and hold harmless the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of Applicant, its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit. It is the intent of this condition that Applicant shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Permit and that the City, its officers, employees and agents shall not be liable for any negligence, whether active or passive in nature, nonfeasance, misfeasance, or malfeasance related to or arising from this Permit, including but not limited to approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing, or inspecting any work or construction arising from this Permit. Applicant's duty of indemnification hereunder applies whether or not there is concurrent active or passive negligence on the part of City and/or City officers, employees and agents, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City.

III. STANDARD CONDITIONS OF APPLICANT'S DUTY TO DEFEND

- A. As an express and material term of City's issuance of this Permit, Applicant agrees to defend, at its sole expense, the City, its officers, employees and agents from and against any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted encroachment and Applicant's related construction activities. Applicant's duty to defend shall apply to the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of the City, its officers, employees and/or agents and the acts or omissions of Applicant, its agents, employees, contractors and subcontractors and/or any other person or entity performing work authorized by this Permit. Applicant's duty to defend hereunder applies whether or not there is concurrent passive negligence on the part of City and/or City officers, employees and agents, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City.
- B. In the event of any controversy, claim or dispute arising out of or relating to this Permit or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.
- C. The City Engineer may, either at the time of the issuance of this Permit or at any time thereafter until the completion of the work, prescribe such additional conditions as he/she may deem necessary for the protection of the public property or for the prevention of undue interference with traffic or to assure public safety.