CITY OF COTATI - ENCROACHMENT PERMIT

GENERAL CONDITIONS

1. All work performed within City right-of-way shall be done in accord with the following specifications:

    a. State of California, Department of Transportation Standard Specifications, 2010, hereinafter referred to as State Standard Specifications.

    b. City Engineering Standards, latest revision.

    c. California revision to the Manual of Uniform Traffic Control Devices (MUTCD), latest revision.

2. The City Engineer shall be notified 48 hours in advance of start of work to schedule inspections. Notification shall be made in writing to cscott@cotaticity.org. Required inspections are provided in the permit's special conditions.

3. The Engineer and City accept no liability for the existence or nonexistence of Utilities. Contractor and others using this drawing must confirm the location of underground lines or structures with the utility companies prior to commencing construction. Applicant shall visually confirm location and depth of all utilities crossing the proposed excavation by "potholing." Hand excavation or hydro-excavation is required for all potholes. **Contact USA 811** for marking of utility lines.

4. Prior to excavation, the trench area shall be cut to a neat and straight line. All concrete shall be saw-cut to the nearest score line prior to removal. Utility potholes shall be cut at a minimum 24-inches square.

5. Should the contractor, due to his construction, damage pavement outside the cut line or concrete outside the saw-cut area, he will be required to cut a neat line around said damaged area, prior to removal.

6. During construction the contractor shall provide adequate flagmen, safety barricades and cones all in accord with applicable sub-sections of Section 7 of the State Standard Specifications.

7. Material excavated from trench shall be removed immediately from the site.

8. Should the utility trench cut across existing sanitary sewer laterals or water services, the following shall apply.

    a. All broken sewer lateral lines shall be replaced with 4" Ductile Iron. The new pipe section shall be connected at each end with the existing pipe by means of stainless steel calder couplings and the new pipe shall be supported by a 2 x 6 redwood bridge across the trench and supported a minimum of 1 foot into native material at each end.

    b. The City prior to backfill of trench shall inspect each sanitary sewer lateral, which is crossed.

    c. If a water lateral is broken it shall be replaced with HDPE 3408 SDR9 200 psi tubing and adequate brass connections all in accord with City standards. The City shall inspect all repairs prior to backfill of any water lateral, which is damaged during construction.

d. The Utility Company or Contractor shall be fully responsible for all cost of broken sanitary sewer or water services and for any damage done to City sewer or water mains.

9. All backfill of trenches shall be accomplished by use of Class II Aggregate Base import material. Potholes may be backfilled with clean sand to the bottom of the road section. Compaction of backfill shall be 95%.

10. The final surfacing shall be placed in a pavement opening cut at least twelve (12) inches outside of the trench wall to provide proper tie-in of the resurfaced area to the existing pavement.

11. Street structural section shall match the existing pavement section, but in no case shall be less than 3"A.C. over 18" Class II A.B., unless specified otherwise in the Encroachment Permit.

12. The contractor shall secure a Trench Permit from the California Division of Industrial Safety prior to excavation of any trench over five (5) feet in depth.

13. Construction Contractor assumes sole and complete responsibility for job site conditions during the course of construction, including safety of all persons and property. This requirement shall be made to apply continuously and not be limited to normal working hours. Construction Contractor shall define, indemnify, and hold Engineer, Owner, and City harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Engineer, Owner, and City.

14. Contractor shall provide temporary safety barricades and other precautions for public safety during construction as required by the City of Cotati.

15. All trenches or hole openings shall be protected against cave-in either by suitable shoring, cages, or proper sloping.

16. All work and equipment shall comply with the California Division of Industrial Safety Requirements.

17. The Contractor shall be responsible for all dust and debris created by construction or grading. The City requires that the site be watered to lay dust at all times during construction including weekends and holidays if conditions are created on-site which cause a nuisance to surrounding property owners. All materials washed from the site become the responsibility of the contractor. The City Inspector may require on-site dikes or sandbags to protect erosion of material onto public or private property.

18. Variances from City of Cotati Standards require the prior written approval of the City Engineer.

19. The City Arborist or the Planning Director shall direct all work inside any tree's dripline and/or within ten (10) feet of a tree.

20. The contractor will be responsible to replace any damaged landscaping and/or irrigation caused by work permitted by encroachment permit and will repair/replace as necessary in kind to return site to original state.

21. A pre-construction meeting may be required prior to issuance of permit to review specific conditions of construction.

22. This permit shall expire by limitation if work authorized is not commenced within 365 calendar days or is abandoned for 180 days or more.

23. By signing the encroachment permit, Permittee and the contractor agree to the following indemnification language:

> Neither City nor any City officers, officials, employees, agents or designated volunteers shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Permittee, or any person or entity acting on the Permittee's behalf, including, without limitation, the agents, employees, contractors or subcontractors of the Permittee. Permittee further agrees to indemnify, hold harmless, and defend with counsel approved by the City, the City and its officers, officials, employees, agents and designated volunteers from any and all claims, demands, causes of action, liability or loss of any sort (including, but not limited to, attorney's fees and costs and fees of litigation) (collectively, "Liability"), because of, or arising out of, acts or omissions of Permittee, its agents, employees, contractors, subcontractors or any others acting pursuant to this Permit, including, without limitation, Liability because of, or arising out of, in whole or in part, the design or construction of the Project, injuries to persons or damages or taking of property resulting from the design or construction of the Project, and restoration of the Property and any improvements on the Property. Permittee further agrees to indemnify, hold harmless and defend with counsel approved by the City, the City and its officers, officials, employees, agents and designated volunteers from any and all Liability because of, or arising out of any discharge or other impact on City property caused by Permittee or any person or entity acting on Permittee's behalf or on whose behalf Permittee acted, regardless of whether such discharge or other impact occurred pursuant to or during the time the Permit is in effect, prior to the time the Permit is in effect, or after the time the Permit is in effect. Acceptance by the City of the restoration of the Property shall not constitute an assumption of any responsibility for any damage or taking covered by this paragraph. The Permittee shall be responsible for all of the Permittee's activities pursuant to the Permit and related restoration, including, without limitation, design and construction of the Project. City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any aspect of the Permittee's activities pursuant to the Permit or any related restoration of the Property. The rights and obligations that accrue pursuant to this provision shall survive the expiration or termination of the Permit.

Permittee's Signature: _____Dated_____