

YUBA COUNTY DEPARTMENT OF PUBLIC WORKS DRIVEWAY CONSTRUCTION & ENCROACHMENT PERMIT GENERAL PROVISIONS

1. AUTHORITY:

Each 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) and Yuba County Ordinance Code, Chapter 9.50 and 11.52.

2. REVOCATION:

Except as otherwise provided for public corporations, franchise holders, and utilities, permits are revocable on five (5) days notice. These General Provisions, Utility Maintenance Provisions, and any permit issued hereunder are revocable or subject to modification or abrogation at any time without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights, or any other agreements for operation purposed in the County highway right-of-way.

3. RESPONSIBLE PARTY:

No party other than the named permittee or their agent is authorized to work under any permit.

4. ACCEPTANCE OF PROVISIONS:

It is understood and agreed by the permittee that doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.

5. NOTICE PRIOR TO STARTING WORK:

Before starting work under the permit, the permittee shall notify the designated department representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) working days, an additional notification is required before restarting work unless a pre-arranged agreement has been made with the department's representative. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the department's representative.

6. STANDARDS OF CONSTRUCTION:

All work performed within the highway shall conform to the latest edition of the Yuba County Improvement Standards and the current California Department of Transportation Standard Specifications and any Special Provisions relating thereto.

7. INSPECTION AND APPROVAL BY THE DEPARTMENT:

All work shall be subject to monitoring, inspection, and approval by the Department. The permittee shall request a final inspection and acceptance of the work.

8. KEEP PERMIT ON THE WORK SITE:

The permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the department or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.**

9. CONFLICTING PERMITS:

If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the department.

10. PERMITS FROM OTHER AGENCIES:

The party or parties to whom a permit is issued shall, whenever required by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the State of California, CAL-OSHA, or any other public agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the department's permit.

11. PROVISIONS FOR PEDESTRIANS:

Where facilities exist, a minimum sidewalk and bike path width of four feet (4) shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of closure at the nearest crosswalk or intersection to divert pedestrians across the street.

12. PROTECTION OF TRAFFIC:

Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices, shall conform to the requirements of the Manual of Traffic Controls issued by the California Department of Transportation. Traffic control for day or nighttime lane closures shall be in conformance with California Department of Transportation Standard Plans for Traffic Control Systems. Nothing in the permit is intended, as to third parties, to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law.

13. 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 Manual of Traffic Controls for Construction and Maintenance Work Zones issued by the Department. A traffic control plan shall be submitted to the County for comment.

14. STORAGE OF EQUIPMENT AND MATERIAL:

No material shall be stored within eight (8) feet of the edge of the pavement or traveled way or within the shoulder lines where the shoulders are wider than eight (8) feet. Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).

15. CARE OF DRAINAGE:

If the work contemplated in any permit shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the department.

16. 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 department elects to make repairs, permittee agrees by acceptance of permit to bear the cost thereof.

17. CLEAN UP RIGHT-OF-WAY:

Jobsite and right of way shall be kept clean at all times. Upon completion of the work all brush, timber, scraps, material, etc., shall be entirely removed and the County right-of-way shall be left in as presentable a condition as existed before work started.

18. COST OF WORK:

Unless otherwise stated on the permit or other separate written agreement, all cost incurred for work within the County right-of-way pursuant to this permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the County for such work.

19. ACTUAL COST BILLING:

When the permittee is to be billed actual costs (as indicated on the face of the permit), such costs will be at the current hourly rate established by the department for permits.

20. SUBMIT PLAN:

For installation of all underground facilities, and all surface work or other activity of consequence, the permittee shall furnish two (2) sets of plans showing location and construction of other activity with its application. Prior to acceptance of the work, one (1) set of as-built plans shall be submitted to the Department of Public Works.

21. BONDING:

This permit shall not be effective for any purpose unless, and until the permittee files with the department a surety bond when required by the department in the form and amount required by the department. A bond is not ordinarily required of any public corporation or publicly or privately-owned utility but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under a permit or fails to maintain its plant, work, or facilities. The said bond shall remain in force for a period of one (1) year after acceptance of the work by the department.

22. MAINTENANCE OF HIGHWAYS:

The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This will require inspection and repair of any damage to County facilities resulting from the encroachment.

23. RESPONSIBILITY FOR DAMAGE:

The County of Yuba and all officers and employees thereof, including but not limited to the Director of Public Works and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit. The permittee shall indemnify and save harmless the County and all officers and employees thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnify against the County its officers or employees. It is the intent of the parties that the permittee will indemnify and hold harmless the County its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County the permittee, persons employed by the permittee, or persons acting in behalf of the permittee.

24. NO PRECEDENT ESTABLISHED:

This permit is issued with the understanding that any particular action is not to be

considered as establishing any precedent (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within right-of-way of County highways, or (2) as to any utility of the acceptability of any such permits as to any other or future situation.

25. ARCHAEOLOGICAL:

The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The Permit Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the Permit Engineer concerning the continuation of the work.

26. FUTURE MOVING OF INSTALLATIONS:

If the Encroachment Permit was issued at the request of the permittee, it is understood that whenever County construction, reconstruction or maintenance work on the highway requires the installation to be moved, adjusted or relocated, the permittee, at his sole expense, upon request of the department, shall comply with said request.

27. RIGHT OF ENTRY:

By signing the Permit Application, the applicant agrees to allow County Personnel right of entry to the property to inspect project site.

28. DEVIATIONS:

The permittee shall notify the department in writing of any proposed deviations or changes in the work to be done under any permit and shall not proceed therewith until he has obtained both the written consent of the department, and the written, signed and acknowledged consent to such deviation or change of any surety company whose bond or bonds are posted in connection with such work.

29. CHANGES ON PERMITS:

Any permit issued hereunder shall be subject to such conditions, changes or limitations as are from time to time deemed necessary by the department for the protection of the highways or to prevent undue interference with the traffic or to protect both persons and property within, upon or adjacent to the highways from damage or danger. In the case of changes or limitations or conditions to be made or imposed by the department after a permit is issued hereunder, the department shall notify the permittee thereof, in writing, either by mail to the address set forth on the application or by personal service upon the permittee. Such change in new limitation or condition shall be effective twenty-four (24) hours after deposit in the United States mail or immediately upon personal service.

30. PRESERVATION OF MONUMENTS:

Any monument set for the purpose of locating or preserving the lines of any road or property subdivisions, or a precise survey reference point, or a permanent survey bench mark within the county shall not be removed or disturbed or caused to be removed or disturbed without first obtaining permission in writing from the department to do so. Before monuments, reference points and bench marks are disturbed, or removed, they shall be tied out by a licensed surveyor or registered civil

engineer or under the directions of same. After completion of the work, the monuments, reference points and bench marks shall be accurately reset at the expense of permittee.

31. PROTECTION OF ADJOINING PROPERTY:

The permittee shall at all times and at his own expense preserve and protect from injury any adjoining property by providing proper foundations and taking other measures suitable for the purpose. Where in the protection of such property it is necessary to enter upon private property for the purpose of taking appropriate protective measures the permittee shall first attempt to obtain a license from the owner of such private property for such purposes. The permittee shall, at his own expense, shore up and protect all buildings, walls, fences or other property likely to be damaged during the progress of the excavation work and shall be responsible for all damage to any roads or other public or private property, real and personal, resulting from his failure properly to protect and carry out such work subject to the foregoing provisions relating to entry upon private property. Whenever it is necessary to trench through any lawn area, the permittee shall carefully cut the sod and upon completion of the work shall replace it or reseed the area if cutting a replacing sod is impractical. All construction and maintenance work shall be done in a manner calculated to leave the lawn area clean of earth and debris and in a condition as close as possible to that which existed before such work began. The permittee shall not remove, even temporarily, any trees, or shrubs which exist in parking strip areas without first obtaining the consent of the department or other county officials having control of such property.

32. SAVE HARMLESS AGREEMENT:

The permittee agrees to save and hold harmless the County and each and every officer and employee thereof from any liability or responsibility for any accident, loss or damage to persons or property arising out of or connected in any way with any work done by the permittee under any permit granted hereunder.

33. DISCLAIMER OF LIABILITY:

These provisions shall not be construed as imposing upon the County or any official or employee any liability or responsibility for damages to any person injured by the performance of any work for which the permit is issued hereunder, nor shall the County or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspections authorized hereunder, the issuance of any permit or the approval of any work permitted hereunder.