Receipt No. _____ CITY OF VACAVILLE Permit No. _____

ENCROACHMENT PERMIT

LOCATION OF WORK _____

OWNER: _____ ADDRESS: _____

DESCRIPTION: _____

_____

APPLICATANT

GENERAL INFORMATION: DIAGRAM OR ATTACH PLANS

STARTING DATE: _____

PROJECTED COMPLETION DATE: _____

CONSTRUCTION COST: _____

CONTRACTOR: _____

ADDRESS: _____

_____

PHONE: _____

INSPECTION LINE 449-5347 OFFICE LINE 449-5170

We agree to comply with the current City of Vacaville Standard specifications and details, City ordinances and requirements, and THE TERMS AND CONDITIONS AS STATED ON THE REVERSE SIDE OF THIS PERMIT.

APPLICANT'S SIGNATURE: _____ DATE: _____

RETURN REFUND TO: (Please Print) Name: _____

REFUND ADDRESS: _____

_____

CITY USE

(TO BE COMPLETED BY CITY)

CLEAN-UP DEPOSIT: _____

REFUNDABLE CASH BOND EQUAL TO

CONSTRUCTION COST = _____

NON-REFUNDABLE PCI Fee = _____

(PCI Fee = 7.62% of Construction Cost)

(See "Engineering Fees List" for Driveway Fee)

TOTAL FEE & DEPOSITS: _____

PLANS SUBMITTED: _____

OFFICE REVIEW BY: _____

INSPECTED BY: _____

WORK ACCEPTED: _____

CASH BOND REFUNDED: _____

COMMENTS: _____

THE REQUESTED PERMIT IS HEREBY GRANTED AS CONDITIONED

PERMIT GRANTED: _____ EXPIRES: _____ BY: _____

SPECIAL CONDITIONS: _____

Distribution WHITE-Applicant YELLOW-Inspector PINK-File

PERMIT TERMS AND CONDITIONS

1. Permittee shall obtain all other permits and approvals as may be required by other public or private agencies or individuals in order to construct or install the improvements permitted hereunder (the "improvements"), and this permit shall be null and void in the event Permittee fails to obtain such other permits and approvals.

2. Permittee shall provide the Public Works Department with at least 24 hours advance written notice prior to the commencement of the construction or installation of the improvements. Additionally, Permittee shall provide at least 24 hours advance written notice to all utilities and/or cable communications systems providers before commencing any construction that may affect such utilities' or providers' underground or overhead facilities or equipment.

3. Temporary surfacing of Asphalt Concrete Cut Back shall be placed the same day as backfilling is completed and shall be maintained until permanent pavement is placed to the satisfaction of the City Engineer.

4. In order to protect the public health and safety, Permittee shall furnish and maintain adequate barricades on all trenches, excavations and obstructions. Permittee shall further furnish and maintain adequate lighting devices during darkness hours and shall furnish and install all signs, lighting devices, barricades, and any other traffic control or warning devices, or provide flag persons in conjunction with any work in the roadways, in conformity with the provisions of the latest edition of the *Manual on Uniform Traffic Control Devices*, published by the State of California, Department of Transportation. The use of flag persons is mandatory where (1) two-way vehicular traffic has less than twenty-four (24) feet in which to pass the site of construction; or (2) vehicular traffic must pass to the left of traffic dividing islands. Closing of streets to vehicular traffic requires the prior written approval of the City Engineer and the Police and Fire Departments.

5. Permittee shall maintain unobstructed access to fire hydrants and adjacent properties at all times.

6. Permitee shall adhere to Section 10-1.01, "Dust Control," and Sections 20-3.0 through 20-3.04B, "Erosion Control of the Caltrans Standard Specifications." Hydro seed mix design shall be as follows:

% of Mix	
37.5	Vulpia Myros, Zorro Fescue
12.5	Trifolium Hirtm, Hykon Rose Clover*
12.5	Trifolium Subterranean, Sub Clover*
25.0	Vicia Sativa, Common Vetch
12.5	Trifolium Incarnatum, Crimson Clover*

7. Permittee shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation attorneys' fees, expert and consultant fees and all other costs and fees of litigation) of every nature arising out of or in connection with the construction or installation of the improvements, or Permittee's failure to comply with any of its obligations hereunder, except such loss or damage which is caused by the sole negligence or willful misconduct of the City. Permittee's duty to defend and indemnify City hereunder shall be deemed to be a continuing obligation on the part of Permittee, and this Section 6 shall apply to all existing and future encroachment permits issued to Permittee by the City.

8. Permittee shall maintain the improvements and repair any defects or failures in the improvements arising from faulty or defective construction, which may appear within a period of two (2) years after City's acceptance of the improvements. Acceptance of the improvements shall be the date as of which the City Engineer accepts said improvements as being complete.

9. Permittee's obligations hereunder shall be secured by the deposit with the City of the following security, in the sum of $_____:

[ ] Surety bond
[ ] Letter of credit
[ ] Certificate of deposit
[ ] Other security as follows: _____

10. In the event Permittee fails to complete the improvements in accordance with the terms and conditions of this permit or fails to remedy any and all defects or failures in the improvements that appear within a period of two (2) years after City's acceptance of the improvements, City may, at its option, with or without notice to Permitee, complete or cause to be completed the improvements, or repair or cause to be repaired any defects or failures in the improvements. Permittee and/or Permittee's surety shall be responsible for the payment to City of all costs and expenses incurred by City to complete the improvements or to repair any defects or failures in the improvements including, without limitation, attorneys' fees, expert and consultant fees and all other costs and fees of litigation.

11. Prior to the commencement of the construction or installation of the improvements, Permittee agrees to have and maintain such policies of insurance as set forth in the following attachment hereto:

[ ] Exhibit "A" – Standard Insurance Requirements
[ ] Exhibit "A" – Homeowner Insurance Requirements

EXHIBIT A

INSURANCE

Prior to the commencement of any work on the improvements covered under this Permit, and until the improvements are completed and accepted by the City, Permittee shall maintain the following insurance against liabilities arising out of any and all activities performed by or on behalf of Permittee and Permittee's contractor(s) in connection with the construction of the improvements and the Project:

Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

Minimum Limits of Insurance:

Permittee shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease, and in the aggregate.

Deductibles and Self-Insurance Retentions:

Any deductibles or self-insured retentions exceeding $50,000 must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Permittee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to the liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Permittee, and with respect to liability arising out of work or operations by or on behalf of the Permittee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Permittee's insurance or as a separate owner's policy.

2. For any claims related to the improvements or the Project, the Permittee's Insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, it officers, officials, employees and volunteers shall be in excess of the Permittee's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

Verification of Coverage:

Permittee shall furnish City with original certificate and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements are required to be received and approved by the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications at any time.

All insurance documents are to be sent to:

City of Vacaville
Attn.: Risk Manager
650 Merchant Street
Vacaville, CA 95688

Subcontractors:

Permittee shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated above.

ENDORSEMENT

THIS ENDORSEMENT, EFFECTIVE _____A.M. _____, 200__, FOR POLICY NUMBER _____, IS ISSUED TO THE CITY OF VACAVILLE, CALIFORNIA BY _____ FOR (PROJECT DESCRIPTION OR TITLE)_____.

ADDITIONAL INSURED

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CITY OF VACAVILLE, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS ON THE GENERAL AND AUTOMOTIVE LIABILITY INSURANCES.

PRIMARY INSURANCE

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE CITY OF VACAVILLE MAY POSSESS, INCLUDING

ANY SELF INSURED RETENTION THE CITY MAY HAVE, AND ANY OTHER INSURANCE THE CITY DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.

CANCELLATION CLAUSE

THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO THE CITY OF VACAVILLE IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

City of Vacaville

Attn: Risk Manager
650 Merchant Street
Vacaville, CA 95688

THIS PARAGRAPH SUPERSEDES THE CANCELLATION CLAUSE IN THE CERTIFICATE OF INSURANCE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

_____
Authorized Representative

_____
Telephone Number

Public Works
Land Development

ENCROACHMENT PERMIT REQUIREMENTS

- Construction Inspection Supervisor 449-5170 – All encroachment permits must call for pre-construction conference prior to commencing any work.

- Notify Public Works Inspectors prior to 7:00 a.m. each day work is to be performed. Inspection Recording 449-5347 – Reference encroachment permit number.

- Read back of encroachment permit form.

- No storing of any materials within City right-of-way.

- Traffic control will be per Caltrans "Manual of Traffic Controls for Construction and Maintenance Work Zone", latest edition.

Or, if a lane of traffic is being removed:

- The contractor shall submit a traffic control plan at least five (5) days prior to construction to the Traffic Engineering Division for review and approval.

- The contractor must have an approved traffic control plan at the job site.