

Trinity County
Department of Transportation
Encroachment Permit
General Provisions

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div 2, Chpt. 5.5, Art. 2, Sec. 1460 thru 1470 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit are subject to modification or abrogation at any time.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due will result in rejection of future applications, a finale of encroachment permit, denial of Planning and Building permits and/or obliteration of encroachment(s).
4. **ASSIGNMENT:** No party other than the Permittee or Permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** The Permittee shall notify The Trinity County Department of Transportation (DOT), three (3) days before the intent to start work.
7. **STANDARDS OF CONSTRUCTION:** All work performed within County right of way shall conform to recognized construction standards and current Department Standard Specifications, High and Low Risk Facility Specifications, and Utility Special Provisions.
8. **FUTURE MOVING OF INSTALLATION(S):** Permittee understands and agrees to rearrange a permitted installation upon request by the DOT, for County construction, reconstruction, or maintenance work on the County highway, shoulder, right-of-way, or access. The Permittee shall at his/her own expense, unless stated otherwise in body of this permit shall comply with said request.
9. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the DOT.
10. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, Permittee shall return green completion of work card for final inspection for acceptance and approval by the DOT.
11. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any DOT representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
12. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the Permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
13. **PERMITS FROM OTHER AGENCIES:** This permit is 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.
14. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 1.21 meter (4') shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street.
15. **PUBLIC TRAFFIC CONTROL:** As required by law, the Permittee shall provide traffic control protection of warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. Day and night time lane closures shall comply with the Manuals of Traffic Controls, Standard Plans, and Standard Specification for traffic control systems.
16. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, Permittee shall place properly attired flagger(s) to stop or warn the traveling public.
17. **STORAGE OF EQUIPMENT AND MATERIALS:** Equipment and Material storage in County right of way shall comply with Standard Specifications, Standard Plans, and Special Provisions. Whenever the Permittee places an obstacle within 3.63 m (12') feet of the traveled way, the Permittee shall place temporary railing (Type K) and shall have the permission of the DOT to do so.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAYS:** Permittee is responsible for restoration and repair of County highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).
19. **RIGHT OF WAY CLEANUP:** Upon completion of work, Permittee shall remove entirely and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started or better. All trees and vegetation removed within the roadway or shoulder shall be cut 4" below the finished surface. Trees cut outside roadway shoulders but within 10 feet of travel way shall be cut flush with finished grade.
20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the Permittee shall bear all costs incurred for work within the County right of way and waives all claims for indemnifications or contribution from the County.
21. **CHARGES:** Where specified in the permit, the DOT will charge the Permittee costs related to set rate for encroachment permits.
22. **FEE WAIVERS:** A fee waiver is the waiver of the encroachment application fee only. Permittee shall provide/pay all other necessary insurance, bonding, and fees according to body of permit.
23. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the Permittee shall immediately stop work, notify the DOT, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the DOT regarding the continuance of work.
24. **PREVAILING WAGES:** Work performed by or under a permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
25. **MAINTENANCE OF ROADWAYS:** The Permittee agrees, by acceptance of a permit, to properly maintain the encroachment. This assurance will require Permittee to inspect and repair any damage to County facilities resulting from the encroachment.
26. **CARE OF DRIANAGE:** If the work herein contemplated shall interfere with the existing drainage facility Permittee shall provide for it in compliance with the Standard Specifications, Standard Plans and/or as directed by the DOT.
27. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.
28. **UTILITIES:** Underground utilities shall include, but not be limited to, water, sewer, cable tv, gas, telephone, and power service.

29. **RESPONSIBILITY FOR DAMAGE / INSURANCE:** When required by DOT, a certificate of insurance covering liability, naming Trinity County as additional insured shall be current and on file in the office of the Department of Transportation before operations commence. The amount of liability coverage will be named in body of permit.

The County of Trinity and all officers and employees thereof, including but not limited to the Director of Transportation 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 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(s), including but not limited to the Permittee, persons employed by the Permittee, persons acting in behalf of the Permittee, or for 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 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.

The Permittee shall indemnify and hold harmless the County of Trinity, all officers, employees, including but not limited to the Director of Transportation 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 their Permittee, persons employed by the Permittee, person 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 their Permittee's part to perform his 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 the County.

The duty of the Permittee to indemnify and hold 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 indemnity against the County, its officers and employees. It is the intent of the parties that the Permittee will indemnify and hold harmless the County of Trinity, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault negligence, whether active or passive, primary or secondary, on the part of the County of Trinity, the Permittee, persons employed by the Permittee, or acting on behalf of the Permittee.

30. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that this permit is not considered as establishing any precedent on the expediency of permitting any certain kind of encroachment to be erected within right of way of county highways.

31. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

A. The Permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
4. That the Permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

B. That in the event of breach of any of the above nondiscrimination covenants, the County of Trinity shall have the right to terminate

the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the Permittee agrees to defend, indemnify, and hold harmless the County of Trinity against any and all claims arising out of any activity for which the permit is issued.

Permittee understands and agrees that it will comply with the obligations of Titles II and III of the Americans Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the County of Trinity, all officers and employees, thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. **PRIVATE USE OF RIGHT OF WAY:** County right of way shall not be used for private purposes without compensation to the County. The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse DOT for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the Permittee.

35. **WORK RESTRICTIONS: a) October 15th thru April 15th.** Prior to operations Permittee or his/her contractor is responsible to ascertain if weather forecast is conducive to conduct proposed work as indicated in said permit; so there is no exposed disturbed soils during wet weather conditions. b) Exposed surfaces (driveway encroachments) shall be treated with County approved aggregate and/or erosion control as stated in permit prior to anticipated wet weather.

36. **TRENCH EXCAVATION & BACKFILL:** Underground utilities shall conform to the following:

- a) All trench excavation shall be kept to a minimum width and shall be constructed on straight and neat alignments. Transverse crossings of road(s), and street(s) shall be constructed at right angles to the centerline unless otherwise approved by the DOT. Pavement surfacing shall be cut by mechanical spade, mechanical disc or abrasive saw method.
- b) Backfill shall be placed in layers not to exceed 8 inches in depth and shall be compacted to 95% relative compaction by mechanical tamping. Compaction by jetting or flooding will not be permitted. This includes road crossings, shoulders, and gutter work.
- c) Backfill material shall be installed and compacted immediately after placement of the underground facility. However, the immediate area at the end of the day's excavation may be allowed to remain open if it is not a hazard to the public and is adequately signed for safety.
- d) Temporary Asphalt Surfacing – Immediately after compaction of backfill and subgrade, the trench shall be surfaced with plant-mixed asphaltic material a minimum of 2 1/2 inches in thickness, to be flush at the edge of the trench and crowned at the center of the trench. With approval from the DOT, asphalt premix may be used as a temporary measure with the full understanding that when required by the DOT it shall be removed and replaced with asphalt concrete as soon as material is available and weather is appropriate.
- e) Finished asphalt surfacing shall conform to existing lines, grade and cross-section of the County road(s), street(s) or gutters.

ASPHALT CONCRETE – Shall be equivalent to current Cal Trans Specified mix design.
- f) NO COLD PATCH or temporary premix will be passed as finished work.