

# APPLICATION FOR ENCROACHMENT PERMIT

CITY OF MT. SHASTA

Initial Fee: \$42 \*\*

305 NO. MT. SHASTA BLVD. MT. SHASTA, CA 96067

\*\*additional fees may apply once application has been processed

DATE: \_\_\_\_\_ (PLEASE PRINT)

The undersigned hereby applies for permission to excavate, construct and or otherwise encroach on City right of way by performing the following work or placing the following items:

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Any work must be marked in the field with conspicuous stakes and flags readily visible from the City Street. Mark on the stakes to identify the applicant. The site must be identified to obtain a permit.

The work is located at \_\_\_\_\_ approximately \_\_\_\_\_ feet from Intersection street \_\_\_\_\_. Assessors parcel No. \_\_\_\_\_.

The estimated project valuation is \$ \_\_\_\_\_.

**Detailed plans must be submitted with this application.** Design plans signed by a licensed engineer may be required by the Director of Public Works. A building permit may be required, check at City Hall.

The encroachment permit if issued, is issued in accordance with Section 1460 of the Streets and Highways Code and no warranty is made or implied with regard to the ownership of the underlying fee title to the real property involved. If the described work will encroach onto any property beyond the City right of way, the applicant will need to secure written permission from the abutting property owner.

The applicant in signing this application agrees to do the described work in accordance with City adopted construction standards and regulations.

**The signature of the application will serve to indicate and acknowledge that the applicant has read and does understand the provisions set forth herein, and upon affixing said signature, does agree to conform and comply with these requirements, including the attached General Provisions, and specific provisions if added to the permit. The applicant further agrees that no work shall proceed until applicant has provided the City with an endorsement of applicants general liability insurance policy naming the City of Mt. Shasta, its agents, and employees as additional insureds for this work.**

**THIS IS AN APPLICATION ONLY**  
**No work shall start until a Permit is Issued**  
**Please Print**

Contractors Name \_\_\_\_\_ License # \_\_\_\_\_

Owners Name \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

Signature of Owner \_\_\_\_\_

Street Address \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

**PLEASE SEE INSTRUCTIONS FOR COMPLETING THIS APPLICATION ON THE REVERSE**

## ENCROACHMENT PERMIT APPLICATION INSTRUCTIONS

1. Thoroughly read the Encroachment Permit General Provisions and the Special Conditions Encroachment Permits Utility Trenching information provided.
2. Complete the Application for Encroachment Permit. On a separate sheet, provide a Pedestrian Control Plan and a Traffic Control Plan, if applicable. Pedestrian Control Plans shall provide a clearly delineated, safe passageway for pedestrians to travel around the work site. Traffic and Pedestrian Control Plans shall be in conformance with Caltrans Standard Specifications Section 7-1.08, 7-1.09, and Section 12 and the Manual of Traffic Controls, Caltrans.
3. **The property owner's signature is required on the application. Contractor information and signature must also be included.**
4. **Obtain from your insurance company a Certificate of Liability Insurance with General Liability of at least \$2,000,000 for each occurrence and \$4,000,000 aggregate.** Your insurance **must also include an attached endorsement** naming the City of Mt. Shasta as an Additional Insured, for which the insurance underwriter effects a change in the policy. The wording, **"For projects in the City of Mt. Shasta"** must be included on the Certificate of Liability.
5. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
6. Workers' Compensation – as required by the State of California, with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
7. Deliver or mail your completed and signed form, along with the Certificate of Liability Insurance and Endorsement, to City Hall at 305 N. Mt. Shasta Boulevard, Mt. Shasta, California. 96067.
8. **Include with the application documents a payment to the City of Mt. Shasta for \$42.00,** which is the minimum deposit amount required. Depending upon the project, additional fees may apply. You will be advised at the time the permit is approved.
9. The Public Works Director will review the application. You will be notified if there is additional information required by the Public Works Director, and/or when the permit is approved. No encroachment on a public right-of-way or on City property shall begin without first obtaining an approved Encroachment Permit.

NOTE: You should allow two (2) weeks for this process; however, the timeframe will depend upon the complexity and size of the project.

# CERTIFICATE OF LIABILITY INSURANCE

DATE  
7/20/2010

**PRODUCER**

Business Owner's Insurance Company

**THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE**

**INSURED**

Business Owner

405 S. Mt. Shasta Blvd.  
Mt. Shasta, CA 96067

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors Prot  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1CG50274B05			EACH OCCURRENCE \$1000000 FIRE DAMAGE (Any one fire) \$100000 MED EXPENSE (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS-COMP/OP AGG \$2000000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1CA50274705			COMBINED SINGLE LIMIT (Ea accident) \$ \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				\$ \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENC \$ AGGREGATE \$ \$ \$
	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>	1CW50274B05			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100000 E.L. DISEASE - EA EMPLOYEE \$100000 E.L. DISEASE - POLICY LIMIT \$100000
	<b>OTHER</b>				*10 Days Notice for Non-Pay

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS**

**RE: ENCROACHMENT PERMIT. CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED, ON A PRIMARY BASIS, PER THE ATTACHED ENDORSEMENT.**

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

CANCELLATION

CITY OF MT. SHASTA  
305 NORTH MOUNT SHASTA BLVD.  
MT. SHASTA CA 96067

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Sample

# ENCROACHMENT PERMIT

## GENERAL PROVISIONS

1. Authority and Definition: This permit is issued under authority of Ordinance 96-03 of the City of Mt. Shasta. The term encroachment is used in this permit as defined in Chapter 6 of Division 2 of the Streets and Highways Code of the State of California.
2. Revocation: Except as provided by law for public corporations, franchise holders and utilities, this permit is revocable at any time. These General Provisions and any Special Provisions are subject to modification or abrogation at any time.
3. Assignment: No party other than the Permittee or permittee's authorized agent is allowed to work under this permit.
4. Acceptance of Provisions: It is understood and agreed by the Permittee that the performance of any work under this permit shall constitute acceptance of the provisions and all attachments to this permit.
5. Prior Right: It is understood and agreed that the City has a prior right to the use of its rights of way.
6. Notice Prior to Starting Work: Before starting work on a project where an inspector is required, or whenever stated on the face of the permit, the Permittee shall notify the Director of Public Works or other designated employee of the City. Such notice shall be given at least three days in advance of the date work is to begin.
7. Permission from Property Owners: Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work or setting any displays or sidewalk signs.
8. Permits from other Agencies: This permit shall be revoked 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.
9. Keep Permit on the Job: The issued permit shall be kept at the work/job site.
10. Supervision: All the work shall be done subject to the monitoring of, and to the approval and acceptance of, the Director of Public Works.
11. Standards of Construction: All work shall conform to recognized standards of construction.
12. Permittee shall ensure that placement of item(s) in the City right-of-way must, at all times, maintain a minimum of four feet (4') of clear passage on the public sidewalk. Overhead clearance of at least seven feet six inches (7'6") must be maintained above all sidewalks or surfaces.

13. Permittee shall ensure that all encroaching items are removed whenever snow removal operations are in progress or pending.
14. Protection of Traffic: The Permittee shall cause to be placed, erected, and maintained all warning signals, lights, barricades, signs, and other devices or measures essential to safeguard travel by the general public over and at the work site authorized herein.
15. Pedestrian and Bicycle Safety: A safe minimum passageway of four (4) feet shall be maintained through the area where pedestrian or bicycle facilities are existing. At no time shall pedestrians be diverted onto a portion of the street in use for vehicular traffic.
16. 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 – traffic shall not be unreasonably delayed.
17. Clean Up Right of Way: The Permittee shall, at all times, during the progress of the work keep the roadway in as neat and clean a condition as is possible and upon completion of the work granted herein, shall leave the right of way in a thoroughly neat, clean, and usable condition.
18. Storage of Material: No matter shall be stored within eight (8) feet from the edge of pavement or traveled way.
19. Borrow and Waste: Only such borrow and waste will be permitted and within the limits as set forth on the face of this permit.
20. Care of Drainage: If the work contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the Director of Public Works. All City cross drains shall be tunneled under without damage to the cross drains.
21. Future Moving of Installation: It is understood by Permittee that whenever construction, reconstruction or maintenance work on the right of way may require, the installation provided for herein shall, upon request of the City, be immediately moved by, and at the sole expense of, the Permittee.
22. Making Repairs: If the City shall so elect, repairs to paving which has been disturbed shall be made by its employees and the expenses thereof shall be borne by the Permittee, who shall purchase and deliver on the roadway the materials necessary for said work as directed by the Director of Public Works. All payments to laborers, inspectors, etc., employed by the City for, or on account of, the permitted work contemplated, shall be made by said Permittee upon receipt of written statement approved by the Director of Public Works. The City may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost of the repairs.
23. Permittee shall endorse the City of Mt. Shasta as a named additional insured on their comprehensive general liability insurance policy with limits of no less than \$500,000 prior to permit validation. Applicant shall provide proof of liability insurance and naming of additional insured in the form of a certificate of insurance to the City of Mt. Shasta, with the

insurance endorsement Appendix B or similar form showing the change has been underwritten, before placing item(s) in public street/sidewalk right-of-way.

24. Responsibility for Damage: The City of Mt. Shasta and all officers and employees thereof, including but not limited to the City Manager and the Director of Public Works, 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 on 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 on 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 City of Mt. Shasta, all officers, employees, and contractors, thereof, 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 on 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 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 City, its officers, employees, and contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the City, its officers, employees, and contractors, from any and all claims, suits or actions as set forth above regardless of the existence of degree of fault or negligence, whether active or passive, primary or secondary, on the part of the City, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For purposes of this section, "contractors" shall include contractors and subcontractors under contract to the City of Mt. Shasta performing work within the limits of this permit.

25. Cost of Work: Unless stated in the permit, or separate written agreement, all costs incurred for work within the City rights of way pursuant to this encroachment permit shall be borne entirely by the Permittee. Permittee hereby waives all claims for indemnification or contribution from the City for any such work.
26. Maintenance: The Permittee agrees to exercise reasonable care to properly maintain this encroachment and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the roadway which occurs as a result of the maintenance of the encroachment in the roadway or as a result of the work done under this permit, including any and all injury to the roadway which would not have occurred had such work not been done or such encroachment not placed therein. Maintenance shall include, but

not be limited to, cleaning and keeping free from debris all structures included as a part of this encroachment.

27. Restoration: All pavement, curb, gutter, sidewalk, borrow ditches, pipes, headwalls, road signs, trees, shrubbery, and/or other permanent road facilities impaired by or as a result of construction operations at the construction site, or at other ground occupied by materials and/or equipment, shall be restored immediately to a condition as good as or better than existed prior to the construction.
28. Archaeological: Should any archaeological resources be revealed in the work vicinity, the permittee is responsible for notifying the Department's Representative immediately, retaining a qualified archaeologist who shall evaluate the archaeological site and make recommendations to the Department Representative regarding the continuance of work.
29. No Precedent Established: This permit is issued with the understanding that it does not establish a precedent of any kind.
30. The City will not be held responsible for any damage to any underground or other facilities that have been caused during the course of the City's normal maintenance procedures. The City will not assume any responsibility, at any time, should any provisions of this permit not be complied with.
31. City may impose conditions on the granting of a permit, the performance of which would be required of the Permittee by the City.
32. Permittee agrees that failure to comply with these conditions will result in cancellation of the event or removal of the item(s) by the City and waives any damages whether actual or economic.



**SPECIAL CONDITIONS  
ENCROACHMENT PERMITS  
UTILITY TRENCHING**

33. Roadway Surfacing and Base Materials: When the permit authorizes installation by the open cut method, surfacing and base materials and thickness thereof shall be as specified in the permit, or at a minimum two (2) inches of AC pavement over six (6) inches of Cal-Trans Class 2 AB.

Temporary repairs to pavements shall be made and maintained upon completion of backfill until permanent repairs are made. Permanent repairs to pavements shall be made within thirty (30) days of completion of backfill unless otherwise specified by the City. Temporary pavement patches shall be placed and maintained in a smooth riding plane free of humps or depressions.

34. Crossing Roadway: Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement, without disturbing it. Pavement or roadway shall not be cut unless specifically permitted on the face thereof. Service pipes will not be permitted inside of culverts used as drainage structures.
35. Depth of Pipes: There shall be a minimum of 36 inches of cover over all pipes or conduits.
36. Detector Strip: A continuous metallic detector strip shall be provided with non-metallic main installations. Service connections shall be installed at right angles to the centerline of the roadway when possible.
37. Installation by Open Cut Method: When the permit authorizes installation by the open-cut method, no more than one lane of the highway pavement shall be open-cut at any one time. Any exceptions shall be in writing by the Director of Public Works. After the pipe is placed in the open section, the trench is to be backfilled in accordance with specifications, temporary repairs made to the surfacing and that portion opened to traffic before the pavement is cut for the next section. If, at the end of the working day, backfilling operations have not been properly completed, steel bridging shall be required to make the entire roadway facility available to the traveling public, unless otherwise authorized by the Director of Public Works. The pavement shall be cold planed to a depth equal to the thickness of the plating and to a width and length equal to the plating dimensions.
38. Pavement Removal: PCC pavement to be removed shall be saw cut to a minimum depth of 10.16 centimeters (4") to provide a neat and straight pavement break along both sides of trench. AC pavement shall be saw cut to the full depth.

Where the edge of the trench is within 0.60 meters (2") of existing curb and gutter or pavement edge, the asphalt concrete pavement between the trench and the curb or pavement edge shall be removed.

39. Backfilling: All excavations shall be backfilled and mechanically compacted immediately after work therein has been completed. No portion of the excavation shall be compacted by

ponding or jetting. Backfilling materials shall comply with California Department of Transportation Standard Specifications.

40. Sides of Open-Cut Trenches: Sides of open-cut trenches in paved areas shall be kept as nearly vertical as possible. Trenches shall not be more than 0.60 meters (2") wider than the outside diameter of the pipe to be laid therein, plus the width to accommodate shoring.
41. Excavation Under Facilities: Where it is necessary to excavate under existing curb and gutter, or underground facilities, the void shall be backfilled with two (2) sacks cement-sand slurry.
42. Permanent Repairs to PCC Pavement: Repairs to PCC pavement shall be made of Portland cement concrete containing a minimum of 298.46 kg (7-sack) of cement per cubic yard. Replacement PCC pavement shall equal existing pavement thickness. The concrete shall be satisfactorily cured and protected from disturbance for not less than 48 hours. Where necessary to open the area to traffic, no more than two (2%) percent by weight of calcium chloride may be added to the mix and the road opened to traffic after six (6) hours.
43. Removal of PCC Sidewalks or Curbs: Concrete sidewalks or curbs shall be saw cut to the nearest score marks and replaced equal in dimension to that removed with score marks matching existing adjacent sidewalk or curb.
44. Spoils: No earth or construction materials are to be dragged or scraped across the roadway pavement, and not excavated earth shall be placed or allowed to remain at a location where it can be tracked on the roadway traveled way, or any public or private approach by the permittee's construction equipment, or by traffic entering or leaving the roadway traveled way. Any excavated earth or mud so tracked onto the highway pavement or public or private approach shall be immediately removed by the Permittee.
45. Maintain Surface: The Permittee shall maintain the surface over structures placed hereunder as long as necessary.
46. In all cases earthwork will be constructed so as to positively prevent erosion onto City roadways.
47. Protection of Traffic. The Permittee shall cause to be placed, erected, and maintained all warning signals, lights, barricades, signs, and other devices or measures essential to safeguard travel by the general public over and at the site of work authorized herein.
48. Pedestrian and Bicycle Safety. A safe minimum passageway of four (4) feet shall be maintained through the area where pedestrian or bicycle facilities are existing. At no time shall pedestrians be diverted onto a portion of the street in use for vehicular traffic.
49. 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 – traffic shall not be unreasonably delayed.

50. Clean Up Right of Way. The Permittee shall, at all times, during the progress of the work keep the roadway in as neat and clean a condition as is possible and upon completion of the work granted herein, shall leave the right of way in a thoroughly neat, clean, and usable condition.
51. Storage of Material. No matter shall be stored within eight (8) feet from the edge of pavement or traveled way.
52. Borrow and Waste. Only such borrow and waste will be permitted and within the limits as set forth on the face of this permit.
53. Care of Drainage. If the work contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the Director of Public Works. All City cross drains shall be tunneled under without damage to the cross drains.
54. Future Moving of Installation. It is understood by Permittee that whenever construction, reconstruction or maintenance work on the right of way may require, the installation provided for herein shall, upon request of the City, be immediately moved by, and at the sole expense of, the Permittee.
55. Making Repairs. If the City shall so elect, repairs to paving which has been disturbed shall be made by its employees and the expenses thereof shall be borne by the Permittee, who shall purchase and deliver on the roadway the materials necessary for said work as directed by the Director of Public Works. All payments to laborers, inspectors, etc., employed by the City for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written statement approved by the Director of Public Works. The City may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.
56. Responsibility for Damage. The City of Mt. Shasta and all officers and employees thereof, including but not limited to the City Manager and the Director of Public Works, 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 on 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 on 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 City of Mt. Shasta, all officers, employees, and contractors, thereof, 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 on 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 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 City, its officers, employees, and contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the City, its officers, employees, and contractors, from any and all claims, suits or actions as set forth above regardless of the existence of degree of fault or negligence, whether active or passive, primary or secondary, on the part of the City, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For purposes of this section, "contractors" shall include contractors and subcontractors under contract to the City of Mt. Shasta performing work within the limits of this permit.

57. Cost of Work. Unless stated in the permit, or separate written agreement, all costs incurred for work within the City rights of way pursuant to this encroachment permit shall be borne entirely by the Permittee. Permittee hereby waives all claims for indemnification or contribution from the City for any such work.
58. Maintenance. The Permittee agrees to exercise reasonable care to properly maintain this encroachment and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the roadway which occurs as a result of the maintenance of the encroachment in the roadway or as a result of the work done under this permit, including any and all injury to the roadway which would not have occurred had such work not been done or such encroachment not placed therein. Maintenance shall include, but not be limited to, cleaning and keeping free from debris all structures included as a part of this encroachment.
59. Restoration. All pavement, curb, gutter, sidewalk, borrow ditches, pipes, headwalls, road signs, trees, shrubbery, and/or other permanent road facilities impaired by or as a result of construction operations at the construction site, or at other ground occupied by materials and/or equipment, shall be restored immediately to a condition as good as or better than existed prior to the construction.
60. Archaeological. Should any archaeological resources be revealed in the work vicinity, the permittee is responsible for, notifying the Department's Representative immediately, retaining a qualified archaeologist who shall evaluate the archaeological site and make recommendations to the Department Representative regarding the continuance of work.
61. No Precedent Established. This permit is issued with the understanding that it does not establish a precedent.
62. Completion. Immediately following completion of construction permitted herein, Permittee shall fill out and mail in "Notice of Completion Card" provided by the City.

63. The City will not be held responsible for any damage to any underground or other facilities that have been caused during the course of the City's normal maintenance procedures. The City will not assume any responsibility, at any time, should any provisions of this permit not be complied with.
64. City may impose conditions on the granting of a permit, the performance of which would be required of the Permittee by the City.

## **SIDEWALK CLOSURES AND BYPASS WALKWAY**

1. Additional advance warning may be necessary.
2. Only the traffic control devices controlling pedestrian flows are shown. Other devices may be needed to control traffic on the streets. Use lane closure signing or ROAD NARROWS signs, as needed.
3. Street lighting should be considered.
4. For nighttime closures, Type A flashing warning lights may be used on barricades supporting signs and closing walkways. Type C steady-burn lights may be used on channelizing devices separating the temporary walkway from vehicular traffic.
5. Where high speeds may be anticipated, use a barrier to separate the temporary walkway from vehicular traffic.
6. Signs may be placed along a temporary walkway to guide or direct pedestrians. Examples include KEEP RIGHT and KEEP LEFT signs.

# SIDEWALK CLOSURES AND BYPASS WALKWAY

