

APPLICATION FOR SIDEWALK SIGN
ENCROACHMENT PERMIT
CITY OF MT. SHASTA
305 NO. MT. SHASTA BLVD.
MT. SHASTA, CA 96067

APPLICATION FEE: \$180.52

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:

The sign will be located at _____ approximately _____ feet from
Intersection street _____. Assessors parcel No. _____.

To be approved for a sidewalk sign encroachment permit, you must have already been approved for the actual sign through the City Planning Department. An approved sign permit must have been already issued by the City Planner.

Detailed plans must be submitted with this application. Please submit a separate piece of paper with a drawing (not to scale is acceptable) of where you will be placing the sign/object as it relates to your property.

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 applicant's general liability insurance policy naming the City of Mt. Shasta, its agents, and employees as additional insured for this work. Proof of annual renewal of said insurance must be provided to the City each year on the anniversary date of this permit to maintain the validity of the actual permit.

THIS IS AN APPLICATION ONLY
No work shall start until a Permit is issued
(Please Print)

Owners Name

Signature of Owner

Street Address

City, State, Zip Code

Telephone Fax

PLEASE SEE INSTRUCTIONS FOR COMPLETING THIS APPLICATION ON THE REVERSE

SIDEWALK SIGN ENCROACHMENT PERMIT APPLICATION INSTRUCTIONS

WHEN SIGN WILL ENCROACH ONTO CITY RIGHT-OF-WAY OR CITY PROPERTY
PUBLIC WORKS DEPARTMENT
City of Mount Shasta, California

Once your sign application has been approved by the City Planner, you may be required to apply for an encroachment permit if your sign will be placed on the public right-of-way or on City property.

Instructions for obtaining a sidewalk sign encroachment permit are listed here. If you have any questions you may direct them to the Public Works Director or City Hall staff at (530) 926-7510.

1. Thoroughly read Chapter 12.34 “Encroachments On City Property” and The Encroachment Permit General Provisions provided with this packet.
2. Complete the Encroachment Permit Application if your sign is on the public right of way or on City property (such as the sidewalk). **Include payment to the City of Mt. Shasta for \$180.52**, which is the minimum deposit amount. Depending on the type of display, additional fees may apply. **Please attach a copy of the approved sign permit to the back of the Encroachment Permit Application.**
3. On a blank piece of paper, please draw a site plan showing where your sign will be located in respect to your building and the City sidewalk/street (does not have to be to scale). Attach this to your application.
4. Obtain from your insurance company a Certificate of Liability Insurance with Commercial General Liability of at least \$2,000,000 per occurrence and \$4,000,000 aggregate. Your insurance **must also include an attached endorsement** similar to attached Appendix B. **NOTE:** Proof of continued insurance must be provided to the City annually for the permit to remain valid.
5. Deliver or mail your completed and signed forms, along with the Certificate of Liability Insurance and Appendix B endorsement (insurance forms are only required for encroachment permits on City sidewalks and City rights-of-way) to City Hall, 305 N. Mt. Shasta Boulevard, Mt. Shasta, California 96067.
6. The Public Works Director will review the Encroachment Permit Application and contact you if additional information is required. You will be notified when the permit has been approved. **No encroachment** onto a public right-of-way or on City property shall begin without first obtaining the permit.

NOTE: You should allow two to three (2-3) weeks for this process.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---------------------------------------|-----------------------------|--------|
| PRODUCER ABC Company 1234 ABC Lane ABC, CA 00000 | CONTACT NAME: Contact Center | FAX (A/C, No): | |
| | PHONE (A/C, No., Ext): (000)-000-0000 | E-MAIL ADDRESS: abc@abc.org | |
| INSURED Company Name | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: XYZ Insurance Co. | | 123456 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES CERTIFICATE NUMBER: ABC-123456789 REVISION NUMBER

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY POLICY CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD VVD | POLICY NUMBER | START DATE (MM/DD/YYYY) | TERM EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-----------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y N | ABCD1234 | 09/02/2021 | 09/02/2022 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | N N | EFGH5678 | 09/02/2021 | 09/02/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe Under DESCRIPTION OF OPERATIONS below | N N/A | | 09/02/2021 | 09/02/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach 101, Additional Remarks Schedule, may be attached if more space is required)

For projects in the City of Mt. Shasta

| | |
|--|---|
| CERTIFICATE HOLDER CITY OF MT. SHASTA 305 N MT. SHASTA BLVD MT. SHASTA, CA 96067 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Authorized Signature</i> |

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|-----------------------------------|
| CITY OF MT SHASTA 305 N MOUNT SHASTA BLVD MOUNT SHASTA, CA 96067 | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional Insured.

B. With respect to the insurance afforded to these additional Insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Chapter 12.34

ENCROACHMENTS ONTO CITY PROPERTY

Sections:

- 12.34.010 Permit Required
- 12.34.020 Definitions
- 12.34.030 Administrative Permits
- 12.34.040 Council-Issued Permits
- 12.34.050 Contractor's License Required
- 12.34.060 Fees
- 12.34.070 Revocation
- 12.34.080 Hold Harmless Agreement
- 12.34.090 Insurance
- 12.34.100 Appeal by Applicant
- 12.34.110 C.E.Q.A. Review
- 12.34.120 Violations

12.34.010 Permit Required. No construction work shall be done nor shall any construction materials be placed, nor shall any other improvements be made, nor shall any equipment or materials be installed or attached, nor shall any other type of encroachment be created or maintained, by any person on any City property unless an Encroachment Permit has been duly issued pursuant to the procedures of this Chapter.
(Ord. 96-03, 1996)

12.34.020 Definitions. The following definitions shall apply in this Chapter.

- (A) "City means the City of Mt. Shasta.
- (B) "City property" means any real property in which the City has an interest, whether in fee, or as the holder of a right-of-way or easement.
- (C) "Encroachment" means the use or occupancy of any City property by placing or maintaining any objects thereon, or attaching anything thereto, or using the same except as public dedication allows, except as is otherwise permitted by law.
- (D) "Equipment" also includes hardware, signs, vehicles, and all other tangible items.
- (E) "Person" means an individual, business entity, or public agency.
- (F) "Work" includes construction, demolition, repairs, inspection, testing, and maintenance, and activities related thereto.
(Ord. 96-03, 1996)

12.34.030 Administrative Permits. The following Encroachment Permits may be issued by the Director of Public Works, according to standards and procedures to be specified by him or her, and on such terms and conditions as he or she may deem appropriate for the protection of the public safety and convenience:

- (A) Temporary encroachments (including prohibitions on parking) requested by licensed contractors or property owners onto public sidewalks, or onto the parking portions only of public streets, or onto public alleys or other City properties, during the period of actual construction on adjacent property, which period shall be that for which a valid building permit is in effect if the same is otherwise required.

- (B) Temporary encroachments by licensed contractors or property owners for the purpose of constructing driveways, or making or repairing utility connections, or making other off-site improvements required by the City.
- (C) Permanent encroachments to maintain and use a driveway, connect to public utilities, and off-site improvements required by the City, for which a building permit has been issued if the same is otherwise required.
- (D) Banners across streets, in compliance with the City Sign Ordinance, at specified locations.
- (E) Newsracks on public sidewalks, and bicycle racks on public sidewalks or streets.
- (F) Sidewalk sales adjacent to the applicant's storefront.
- (G) Licensed sidewalk vendors.
- (H) Phone booths which do not impede pedestrian traffic.
- (I) Sidewalk signs, flags, or other advertising media, which comply with the City Sign Ordinance.
(Ord. 96-03, 1996)

12.34.040 Council-Issued Permits. All Encroachment Permits not specified by Section 12.23.030, above, shall require the approval of the City Council, upon recommendation by the Director of Public Works.
(Ord. 96-03, 1996)

12.34.050 Contractor's License Required. No Encroachment Permit shall be issued hereunder for construction work to be done on City property, or for construction work to be done on private property which construction work has created the need for the said Encroachment Permit, unless the said work is to be done by a California licensed contractor, provided however, that this requirement may be waived if it is determined to be in the best interests of the City.
(Ord. 96-03, 1996)

12.34.060 Fees. The City Council may, by resolution, establish and revise fees for the filing of applications and issuance of permits under this ordinance. Any fee hereunder may be waived by action of the City Council for a qualifying organization under Chapter 3.05 of the Municipal Code.
(Ord. 96-03, 1996)

12.34.070 Revocation. The Director of Public Works, or City Council if it issues the Encroachment Permit, shall set the term of the Encroachment Permit at the time it is issued or renewed, and may prescribe general or specific grounds for revocation. Notwithstanding the specified term and any specified grounds for revocation at the time of issuance, any encroachment permit may be revoked by the Director of Public Works or the City Council after the City has mailed a notice to the permittee to the address specified on the Encroachment Permit application stating that the encroachment is no longer in the public safety, interest, or convenience. Such revocation shall be effective 10 days after the notice of revocation is mailed, provided however, that a revocation may take place on shorter notice, or immediately, if the public health or safety are found to be in jeopardy. Either of the Director of Public Works, or the City Council, may revoke an Encroachment Permit which has been issued by either of them.
(Ord. 96-03, 1996)

12.34.080 Hold Harmless Agreement. As a condition of applying for an Encroachment Permit, the applicant may be required to sign an agreement to hold harmless and indemnify the City, its officers and employees, from any losses or liability resulting from the exercise of the permit, from any cause, save and excepting only the negligence of a City employee acting within the scope of his/her employment. A standard agreement for this purpose may be prepared by the City Attorney to be amended only with his approval or that of the City Council.

(Ord. 96-03, 1996)

12.34.090 Insurance. As a condition of being issued an Encroachment Permit, the applicant may be required to provide proof of public liability insurance, and/or bond, for the work being undertaken, in an amount and on such terms as may be required by the Director of Public Works, or by the City Council if it issues the Permit.

(Ord. 96-03, 1996)

12.34.100 Appeal by Applicant. An applicant or permittee may appeal to the City Council the denial, revocation, or conditions of approval of an Encroachment Permit which are ordered by the Director of Public Works, upon payment of an appeal fee to be established by resolution of the City Council, which appeal fee may be refunded if the City Council rules in favor of the appellant. Such appeal must be in writing, and shall be filed with the City Clerk within 10 days after notice has been mailed to the applicant of the Issuing City Officer's decision. There shall be no appeal of a denial, revocation, or conditional approval which was ordered by the City Council. No persons other than the applicant or permittee shall have a right to appeal.

(Ord. 96-03, 1996)

12.34.110 C.E.Q.A. Review. The City Council finds and declares that the issuance of Encroachment Permits under this Chapter is categorically exempt under Title 14 of the Code of California Regulations, including but not limited to §15302 and §15268(b); no review under the California Environmental Quality Act shall be required of the City prior to the issuance of an Encroachment Permit hereunder.

(Ord. 96-03, 1996)

12.34.120 Violation. Any violation of this Chapter shall be punishable as an infraction, with the penalties therefor which are then in effect under state law. Each calendar day during which a violation occurs shall be deemed to be a separate

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.