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4/25/13

CITY OF FRESNO
City Clerk's Office (Original)

AGREEMENT FOR REPAIR OF COUNTY ROADS

This agreement, effective June 18, 2013 ("Effective Date") between the CITY OF FRESNO, a municipal corporation in the State of California, ("City"), and the COUNTY OF FRESNO, a political subdivision of the State of California, ("County").

Recitals

The City proposes to install pipelines in Ashlan Avenue between Fruit and Del Mar Avenues, an installation known as the Ashlan Avenue Sewer Project ("Project"), under a County encroachment permit;

The City will repair or reconstruct roadways lying within the unincorporated area of the County as part of the Project encroachment permit conditions.

The parties therefore agree as follows:

1. The City shall assume financial responsibility for all road repairs required as a result of the installation or operation of the Project including, but not limited to, repairs to roadway and pavement, drainage facilities, signing, stenciling, striping, and pedestrian improvements. This obligation shall remain in effect until the Project pipeline is removed by the City and the City receives a written release from the County.

2. The City agrees that the terms and conditions of this agreement are subject to the encroachment permit to be issued by the County to the City, and all affecting riders, as may be issued to the City and its contractor, as provided in the award of contract by the City's Council.

3. Further, as previously agreed to and understood by all parties signatory to the encroachment permit issued by the County to the City and its contractor, the following terms of repair by the City are as follows:

   a. Road reconstruction performed as part of the restoration of Ashlan Avenue for the Project shall be under warranty by the City. Under that warranty, future blow-outs, sink holes, subsidence and the like, in the vicinity of the area disturbed by the Project will be restored by the City at no cost to the County provided they are

casually related to the installation or operation of the Project.

b. Any traffic striping or pavement markings affected by any repair to the pavement by the City shall be restored by the City at no cost to the County.

c. Requests for pavement repairs from the County staff shall be attended to by City maintenance forces within 72 hours or less, upon forwarding by County staff via phone or other electronic messaging or communication.

d. The City shall pay all costs incurred by the County in performing any emergency repair measures necessitated by the City's Project that may have to be performed by the County before restoration by the City.

e. All permanent pavement placed shall be HMA (hot mix asphalt). Cold mix asphalt is allowed only as a temporary measure to make the road passable during the reasonable time that it takes to make a permanent repair.

f. All other conditions in the encroachment permit issued to the City for the Project shall be in effect under the terms of this agreement. A form of the road encroachment permit issued to the City by the County for the Project is attached as Exhibit A.

4. The Director of the County Department of Public Works and Planning in concurrence with the Director of the City Department of Public Utilities may modify, from time-to-time and in a writing signed by both Directors, the definition of road repairs as specified in this agreement. The Director of the County Department of Public Works and Planning and the Director of the City Department of Public Utilities shall mediate any disagreements before the parties to this agreement pursue any legal action.

5. This agreement may not be modified except in writing signed by both parties.

6. The County shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,

including but not limited to personal injury, death at any time and property damage) incurred by the City, the County or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising from or related to the negligent or intentional acts or omissions of the County or any of its officers, officials, employees, agents or volunteers in the performance of this agreement.

The City shall indemnify, hold harmless and defend the County and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including by not limited to personal injury, death at any time and property damage) incurred by the City, the County or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising from or related to the negligent or intentional acts or omissions of the City or any of its officers, officials, employees, agents or volunteers in the performance of this agreement.

If there is concurrent negligence by the County or any of its officers, officials, employees, agents or volunteers, and the City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence.

This section 6 survives the termination or expiration of this agreement.

7. Both the County and the City represent that they maintain insurance policies or self-insurance programs to fund their respective liabilities in an amount not less than that described in section 8, below, under "Insurance." Those respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agent, employees and volunteers. Each party shall provide proof of self-insurance, or any other certificates of insurance that may be required if either party is not self-insured, including changing the policies

described above to name the other party as an additional insured, or other similar documentation, as part of this agreement.

8. If the City contracts any part of its obligation for repair and reconstruction work under this agreement, the City shall include the following indemnification, insurance and third party beneficiary requirements in all contracts with each subcontractor.

"Indemnification. To the furthest extent allowed by law including California Civil Code Section 2782, the Contractor shall indemnify, hold harmless, and defend the City of Fresno and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City of Fresno, the Contractor, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising from or related to the negligent or intentional acts or omissions of the Contractor or any of its officers, employees, or agents in the performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City of Fresno or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of the City of Fresno or any of its officers, officials, employees, agents or volunteers.

If the Contractor subcontracts all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City of Fresno and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section survives the termination or expiration of this Contract.

Insurance. During the term of this Contract, the Contractor shall pay for and maintain in full force and effect all policies of insurance described below with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to

do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by the City of Fresno' Risk Manager or his/her designee. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance, which shall be on the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of not less than the following:

$1,000,000 per occurrence for bodily injury and property damage

$1,000,000 per occurrence for personal and advertising injury

$2,000,000 per occurrence for products and completed operations

$2,000,000 aggregate for products and completed operations

$2,000,000 general aggregate applying separately to the work performed under the Contract.

(ii) COMMERICAL AUTOMOBILE LIABILITY insurance which shall be on the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 – Any Auto) with limits of not less than $1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

The Contractor is responsible to pay any deductibles contained in any insurance policies required under this Contract and the Contractor is also responsible to pay all self-insured retentions.

The policies of insurance described above shall be endorsed to provide an unrestricted 30-calendar-day written notice in favor of the City of Fresno of any policy cancellation, change or reduction or coverage, except for the Worker's Compensation policy which shall provide a 10-calendar-day written notice of any cancellation, change or reduction of coverage. If any policies are due to expire during the term of this Contract, the Contractor shall provide a new certificate and all applicable endorsements evidencing renewal of that policy not less than 15 calendar days before the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, Contractor shall file with the City of Fresno a new certificate and all applicable endorsements for that policy(ies).

The General Liability and Automobile Liability Insurance policies shall be written on an occurrence form and shall name the City of Fresno, its officers, officials, agents, employees and volunteers as an additional insured. Those policy(ies) of insurance shall be endorsed so that the Contractor's insurance is primary and no contribution is required of the City of Fresno. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City of Fresno, its, officers, officials, agents, employees and volunteers. The Contractor shall furnish the City of Fresno with the certificate(s) and applicable endorsements for ALL required insurance before the commencement of work by the Contractor. The Contractor shall furnish the City with copies of the actual policies upon the request of the City of Fresno' Risk Manager at any time during the term of this Contract or any extension, and this requirement survives the termination or expiration of this Contract.

If at any time during the term of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due

to Contractor shall be withheld until notice is received by the City of Fresno that the required insurance has been restored to full force and effect and that the premiums for that insurance have been paid for a period satisfactory to the City of Fresno. Any failure to maintain the required insurance is sufficient cause for the City of Fresno's termination of the Contract.

If the Contractor subcontracts all or any portion of the services to be performed under this Contract, the Contractor shall require each subcontractor to provide insurance protection in favor of the City of Fresno, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and the City of Fresno before the commencement of any work by the subcontractor.

Third Party Beneficiary. The parties do intend for the City of Fresno to be a third party beneficiary under this Contract and all rights, interest, and benefits of this Contract accrue to the City of Fresno."

9. The provisions of this agreement are severable. The invalidity or unenforceability of any one provision in this agreement does not affect the other provisions.

10. Each party acknowledges that it has read and fully understands the content of this agreement. This agreement represents the entire and integrated agreement between the parties with respect to the subject matter covered by this agreement and this agreement supersedes all prior negotiations, representations, agreements (including, without limitation, any prior annexation and right-of-way maintenance agreements to the extent they address responsibility for the normal maintenance of any dual jurisdictional City-County roads), and communications, either written or oral.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CITY OF FRESNO,
A Municipal Corporation

By: _____
Patrick N. Wiemiller, Director
Department of Public Utilities

ATTEST: Yvonne Spence
City Clerk

By: _____
Deputy Date 4/26/13

REVIEWED & RECOMMENDED
FOR APPROVAL:

By: _____ 4/4/13
Scott Mozier, Date
City Engineer

APPROVED AS TO LEGAL FORM:
Douglas T. Sloan, City Attorney

By: _____ 4.1.13
Deputy Date

COUNTY OF FRESNO,
FOR APPROVAL

By: _____
Chairperson
Board of Supervisors

ATTEST: Bernice Seidel
Clerk to the Board of Supervisors

By: _____ 6/18/13
Deputy Date

REVIEWED & RECOMMENDED
FOR APPROVAL

By: _____
Alan Weaver, Director Date
County Department of
Public Works and Planning

APPROVED AS TO LEGAL FORM:
Kevin Briggs, County Counsel

By: _____ 5/22/13
Deputy Date

APPROVED AS TO
ACCOUNTING FORM:

By: _____
Vicki Crow, CPA Date
Auditor-Controller/
Treasurer-Tax Collector

EXHIBIT A

ASHLAN AVENUE SEWER REPLACEMENT PROJECT

FRUIT AVENUE TO DEL MAR AVENUE

ROAD ENCROACHMENT PERMIT FOR THE CITY OF FRESNO

AS ISSUED BY

THE COUNTY OF FRESNO

Department of Public Works and Planning.
Maintenance & Operations Division
2220 Tulare Street, Sixth Floor
Fresno, California 93721

COUNTY OF FRESNO
APPLICATION FOR ROAD ENCROACHMENT

Permit No _____

For Inspection Service
Telephone (559) 262-4107
Facsimile (559) 262-4166

In compliance with County of Fresno Ordinance Nos. 13.04.040, 13.08.010, 13.08.020 and Chapter 5.5 of Division 2 of the Streets and Highways Code, the undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on the County right-of-way by performing the following work.

LOCATION OF PROPOSED WORK:

Ashlan Avenue - Between Fruit Avenue and Del Mar Avenue.

DESCRIPTION OF PROPOSED WORK:

Excavate within the existing pavement for a new 36 inch sewer main, manholes and related facilities.
Construction shall be done in accordance with the approved plans and specifications for the "Sewer Replacement And Rehabilitaion in Ashlan Avenue" project and the provisions of this permit.

THIS APPLICATION IS YOUR PERMIT WHEN STAMPED HERE AND SIGNED BELOW

PERMIT QUANTITIES & INSPECTON FEES

A.	_____	L.F. Plowed Cable, pipe,	
B.	_____	L.F. Trenches (off	
C.	5220	L.F. Trenches (in pavement)	$4,067.00
D.	11	Manholes	$1,320.00

_____ Estimated Starting Date

_____ Estimated Completion Date

" DUMMY PERMIT "

Applicant's Name _____

Address _____

City _____ State _____ Zip _____

Signature (X) _____ Date _____

Home Phone _____ Work Phone _____

In consideration of the granting of this application, it is agreed that the applicant shall indemnify the County of Fresno and any and all of its officers, employees and agents and shall defend and hold them harmless from any and all claim or liability for personal injury or property damage due to any acts or failure to act in connection with any work permitted herein. Applicant further agrees to comply with all terms, conditions and specifications contained below and on the reverse side hereof.

PERMIT APPROVAL

Permission is hereby granted to perform the above described work subject to all terms, conditions and restrictions contained below and on the reverse side hereof. This permit is to be strictly construed and no work other than that specified is authorized hereby.
This permit is expressly conditioned upon performance of the work. Failure to so perform said work in accordance with County specifications shall be deemed an immediate revocation of this permit and without notice.
Work shall be subject to County Inspection. Permittee shall notify County Inspector Wade Lesher a minimum of 24 hours before starting work (Telephone 559/262-4107).
THIS PERMIT SHALL BE VOID UNLESS THE WORK HEREIN CONTEMPLATED SHALL HAVE BEEN COMPLETED BEFORE _____
To commence or complete work after said date requires approved application for permit renewal or time extension. Grantor reserves the right to complete the work to restore the right-of-way as provided in Section 10 on the reverse side hereof.

ATTACHED ADDENDUM IS PART OF THIS PERMIT

NOTE: The contractor selected to perform the work must have an active Encroachment Permit Performance Performance Bond on file with this office prior to the issuance of the permit.

	Account No.		
0/49	Work Code		
46/-	Work Code	18/9	4067/132
	Mtce Area	07	0
	Permit Fee	$5,387.00	

Alan Weaver, Director
Department of Public Works and Plannig.

By _____ Date 06/25/10
Darren Findley, Permit Engineer

FOR OFFICE USE ONLY

F-83 (04/02)

WHITE - Office Copy GREEN - Inspector Copy CANARY - Permittee Copy PINK - Accounting Copy GOLDENROD - Area Supervisor Copy

GENERAL PROVISIONS

1. **DEFINITION.** This permit is issued under Section 13.04.040, 13.08.010 and 13.08.020 of the County Ordinance Code, and Chapter 5.5 of Article 2 of the Streets and Highways Code. The term 'ENCROACHMENT' is used in this permit as defined in said provisions. The term 'Grantor' shall mean the Director of Public Works and Planning of the County of Fresno. (When this permit is issued for work to be performed in Special Districts, County Ordinance Code, Section 10.35 shall apply.)

2. **NO PRECEDENT ESTABLISHED.** This permit is granted with the understanding that no precedent shall be established on the question of permitting any certain kind of Encroachment within County rights-of-way.

3. **SPECIFICATIONS AND REGULATIONS.** All construction shall conform to established specifications and regulations of the County of Fresno. This permit does not constitute approval of any violations of ordinances or regulations. Unless specified otherwise, construction shall conform to applicable requirements of Fresno County Improvement Standards dated October 1966 as amended.

4. **KEEP THIS PERMIT ON THE WORK.** This permit shall be kept at the site of the work and upon request be shown to any representative of Grantor or any Law Enforcement Officer.

5. **PERMITS FROM OTHER AGENCIES.** This permit covers only those portions of the work located within the County road right-of-way. Permittee shall, whenever required by law, secure a written order or consent to the doing of the work from the California Public Utilities Commission, or any other public board having jurisdiction and this permit shall not be valid or effective until such order or consent is obtained.

6. **PROTECTION OF TRAFFIC.** Protection and control of the traveling public shall be in accordance with the requirements set forth in the current issue of the "Manual on Uniform Traffic Control Devices (MUTCD) with California Supplement approved by the Federal Highway Administration and the California Department of Transportation." Unless otherwise noted on permit, the work shall be carried out in such a manner that public traffic is not obstructed. Adequate warning devices shall be installed and maintained by Permittee until completion of work. Permittee agrees to reimburse Grantor for any costs that may be incurred by Grantor for correcting inadequate signing (this is not intended to relieve Permittee of his/her responsibility to provide adequate warning devices.)

7. **CLEAN UP RIGHT-OF-WAY.** Upon completion of the work all lumber, scraps, and other surplus material shall be entirely removed and the right-of-way left in a clean condition satisfactory to Grantor. All excavations shall be properly backfilled and left in a safe condition. Clean up shall include any necessary sweeping or cleaning of roadway surfaces to remove earth and debris deposited by spillage or tracking from work area.

8. **SUPERVISION OF GRANTOR.** All work to be done shall be subject to inspection of and satisfaction of the Grantor. When requested by Grantor, Permittee shall immediately provide test reports or other certification specified by Grantor verifying compliance with the quality and performance requirements of the permit. Prior to commencing work, Permittee shall give 24 hours notice to Grantor, or the person specified on the reverse side hereof, prior to starting work, resuming work after moving off this job and prior to paving. (Failure to notify the County as stated shall immediately terminate this permit).

9. **LIABILITY FOR DAMAGES.** Permittee shall indemnify the County of Fresno and any of its officers, employees, servants and agents and shall defend and hold them harmless from any and all claim or liability for personal injury or property damage due to any acts or failure to act in connection with the performance of the work performed herein. It will be the responsibility of the Permittee to determine the location of any existing underground facilities within the work area and to arrange for any necessary relocations.

10. **MAKING REPAIRS.** Permittee shall promptly repair any and all damage to right-of-way surfaces and roadway facilities including any injury to any portion of the right-of-way which would not have occurred had the permit work not been done or the encroachment placed therein, unless Grantor gives notice of its election to make such repairs itself. If Grantor gives such notice Permittee shall immediately purchase and have delivered at the site materials specified by Grantor. All payments for labor, equipment and other charges by Grantor for, or on account of such work shall be made by Permittee within ten (10) days from the date of any bill, written order, or voucher sent by or approved by Grantor. Grantor may require a deposit in an amount sufficient to cover the estimated cost before starting such repairs.

11. **MAINTENANCE, REPAIR AND RELOCATION.** Permittee shall properly maintain and repair any encroachment authorized herein, unless such maintenance and repair by Permittee is exempted by law, and shall exercise reasonable care in inspecting for and immediately repairing any injury to the highway which occurs as a result of the existence of said encroachment or as the result of any work done, hereunder. If at any future date it is necessary, because of road relocation or change in grade, to relocate this facility, the owner, his assigns, heirs and successors, hereby agrees to relocate the facility upon notice by the Grantor at no expense to the County, unless otherwise provided by law.

12. **PROSECUTION OF THE WORK.** Permittee shall diligently perform the work with the minimum interference to public traffic and adjacent properties. Access to adjacent properties shall be maintained at all times unless otherwise permitted by property owners. Unreasonable delays in completing the work may be cause for permit revocation and forfeiture of future permit privileges. Grantor reserves the right to require a performance bond, of amount warranted by the nature of the work, prior to or during performance of the work.

13. **CARE OF DRAINAGE.** Established drainage is not to be altered unless specifically authorized.

14. **SUBMIT LOCATION PLAN.** Permittee shall furnish record drawings showing location and details of facilities installed by this permit unless exempted by Grantor in writing.

PIPES, CONDUITS, ETC.

15. **CROSSING ROADWAY.** Service and other diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing the surface thereof. Pavement or roadway shall not be cut or otherwise disturbed unless specifically permitted on the reverse side hereof. Service pipes are not permitted inside of culvert structures used as drainage facilities.

16. **DEPTH OF PIPES.** There shall be a minimum of three (3) feet of cover over all pipes, conduits and cables unless authorized by Grantor in writing.

17. **BACKFILLING.** That the trench shall be filled as soon as possible and provide compaction as follows: (A) Under all surfaced roads and driveways, and in the area lying within five feet beyond the edge of surfacing, all of the section of trench which lies two feet below the road surface shall be compacted to 95% relative compaction (Calif. Test Method NO. 216). (B) In those portions of the County right of way not included in paragraph (A) above, the trench shall be compacted to 90% relative compaction (Calif. Test Method NO. 216) or to the density equal to the native soil density, whichever is greater.

18. **PAVEMENT RESURFACING.** Pavement on traffic lanes shall be repaired on the same day excavation is made unless otherwise permitted by the Grantor. Temporary asphalt surfacing material 4 inches in thickness may be used provided Permittee maintains same until final repair is made. Final repair shall be completed within 10 days unless extended by the Grantor.

19. **MAINTAIN SURFACE.** Permittee shall maintain the surface over any and all structures placed hereunder for one year after acceptance by Grantor and any subsequent repair.

20. **PIPES ALONG ROADWAY.** Pipes and utilities paralleling the pavement shall be located at such depth from the pavement as specifically directed by Item 16 above. Cutting of tree roots is not permitted.

21. **PERMISSION FROM PROPERTY OWNER.** Permittee shall secure written permission from abutting property owners to enter and use their property.

BASE AND PAVEMENT REPAIRS, ETC.

22. **GRADES AND SPECIFICATIONS.** Base and pavement repairs and miscellaneous paving work shall be in accordance with the current specifications of the Fresno County Department of Public Works and Planning.

CONCRETE CURBS, GUTTERS, SIDEWALKS AND APPROACHES

23. **CONCRETE.** Portland cement concrete curbs, gutters, sidewalks and approaches shall be Class A concrete containing six sacks of cement per cubic yard of concrete.

24. **STANDARDS.** All concrete work shall conform to Fresno County Improvement Standards. Modifications or changes shall not be made except as noted in this permit.

25. **CURING.** All exposed concrete surfaces shall be cured with a clear curing compound equal to Hunt's Process.

26. **CONNECTION TO STREET.** A two-inch thickness (compacted) of plant-mixed asphalt surfacing shall be placed between the driveway approach apron and the existing street surfacing.

27. **FINISH GRADING.** All necessary backfilling, excavating and grading between curb line and property line is considered part of the work and shall be completed by Permittee.

28. **THICKNESS.** A minimum thickness of two inches (compacted) of plant-mixed surfacing shall be placed over subgrade compacted to 95% relative compaction.

29. **DRAINAGE.** The surfacing shall be placed to such grade that the existing drainage pattern is not obstructed. Unless specifically noted on this permit, the paved gutter elevation shall be a minimum of three inches below the existing edge of pavement elevation.

30. **COMPLIANCE WITH APPROACH WIDTH STANDARDS.** The granting of permission to perform frontage paving is not intended to allow driveway approach widths to exceed standard maximum widths. In cases where the length of the frontage paving exceeds the allowable approach widths, the approach location(s) shall be defined by installation of six inch barriers or other suitable means approved by Grantor.

Permit No

TRAFFIC REQUIREMENTS

1. No road closures or detours are authorized under this permit. Such action must be approved by the County Permit Engineer and authorized under a Rider to this permit.
2. Construction area must be signed in accordance with the current State of California Manual of Traffic Control. Signs in place during hours of darkness shall be reflectorized for night time visibility in accordance with the above manual.
3. Permittee shall provide acceptable access at all times to properties along the construction route.
4. Permittee shall notify property owners along the route of construction that access to their properties may be closed to vehicular traffic. Said Permittee shall mitigate any problems resulting from closed access with the respective property owners.

COMPACTION TEST REQUIREMENTS

1. Permittee shall furnish Fresno County with compaction test results for structural backfill material in trenches. The County Inspector assigned to the project shall designate the number and location of tests.
2. Compaction tests shall meet the requirements of Item No. 17, on the reverse side of the permit form, under Pipes, Conduits, etc.

TRENCH RESTORATION

1. Requirements for trench restoration are as follows: Permanent trench resurfacing shall consist of placing (SEE APPROVED PLANS AND SPECIFICATIONS) over compacted backfill material. Existing pavement shall be saw-cut beyond the limits of excavation, in a straight alignment, prior to trench restoration.
2. If greater than 50% of the road pavement width is disturbed, the entire road will be reconstructed to the above specified structural section. Fresno County will determine the limits of restoration.
3. If the width of road pavement between the edge of the area to be resurfaced and the edge of the road or lip gutter is less than (2) feet, that pavement shall be removed and restored with the trench surfacing.

DUST CONTROL

Dust control must be in conformance with Section 10 of the current State of California Department of Transportation Standard Specifications.

IRRIGATION PIPES

Any irrigation pipes disturbed, within the County rights-of-way,during construction shall be replaced with R.C.P.-RG, Class III. Fresno County shall determine the limits of replacement.

LANDSCAPING

Landscaping disturbed as a result of construction authorized under this permit shall be adequately restored or replaced. Mature trees and shrubs shall not be removed without the written consent of the adjacent property owner. Permittee shall provide Fresno County with a copy of the written consent.

CONCRETE IMPROVEMENTS

1. No curb/gutter, approaches, valley gutters, or sidewalks shall be disturbed as a result of construction authorized under this permit.
2. Valley gutters disturbed shall be removed and replaced between construction joints at extreme ends of apron. Steel bars must be replaced and attached to existing bars in gutter area of returns.
3. Approaches that are damaged during construction shall be removed and replaced between construction joints.
4. Residential sidewalk that is damaged shall be repaired by saw-cutting at the nearest score line beyond the disturbed area and replacing the entire width of the walk.

DRIVEWAYS (A.C.) - OPTIONS

1. Driveways may be bored under.

OR

2. Driveways may be open cut and shall be restored as follows: Permanent trench resurfacing shall be restored by saw-cutting pavement at trench edges in a straight alignment and placing (2") of compacted A.C., or equal to existing, whichever is greater. The entire approach area between the edge of road and property line shall receive a (1") A.C. overlay.

DRIVEWAYS (RMS)

Prepare trench edges in a straight alignment. Restore area with (4") inches RMS over compacted material. Entire approach or frontage area within the limits of the road right-of-way shall receive a fog-seal. County inspector assigned to project shall determine rate of application.

GRAVEL DRIVEWAYS OR FRONTAGES

Areas contaminated with dirt as a result of construction shall be removed and restored with gravel.

LIABILITY FOR DAMAGES

Permittee shall indemnify the County of Fresno and any of its officers,employees, servants, and agents and shall defend and hold them harmless from any and all liability for personal injury or property damage due to any acts in connection with the performance of the work permitted herein. It will be the responsibility of the Permittee to determine the location of any existing underground facilities within the work area and to arrange for any necessary relocations.

MAINTENANCE, REPAIR AND RELOCATION

Permittee shall properly maintain and repair any encroachment authorized herein, unless such maintenance and repair by Permittee is exempted by law and shall exercise reasonable care in inspecting for and immediately repairing any injury to the highway which occurs as a result of the existance of said encroachment or as the result of any work done hereunder. If at any future date it is necessary because of road relocation or change in grade to relocate this facility, the owner, his assigns, heirs and successors, hereby agrees to relocate the facility upon notice by the Grantor at no expense to the County, unless otherwise provided by law.

Access

It is the responsibility of the Permittee to provide access to adjacent property owners during construction authorized under this permit.

Note

This permit does not authorize the installation of any facilities within the limits of any State Highway, incorporated city, railway or aqueduct.