

14-665
12/18/2014

1 AGREEMENT FOR REPAIR OF COUNTY ROADS

CITY OF FRESNO
City Clerk's Office (Original)

2
3 This Agreement is effective March 10, 2015 ("Effective Date") between the
4 CITY OF FRESNO, a municipal corporation in the State of California, ("City"), and the
5 COUNTY OF FRESNO, a political subdivision of the State of California, ("County").

6 Recitals

7 The City proposes to install pipelines along Jensen Avenue (Hayes – Cornelia),
8 Cornelia Avenue (Jensen – Belmont), Belmont Avenue (Cornelia – Hughes), and Blythe
9 Avenue (Belmont - Whitesbridge) known as the Southwest Quadrant Recycled Water
10 Distribution System Project ("Project"); and;

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

13 The parties therefore agree as follows:

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

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

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

26 a. Road reconstruction performed as part of the restoration of Jensen, Cornelia,
27 Belmont, and Blythe Avenues for the Project shall be under warranty by the City.
28 Under that warranty, future blow-outs, sink holes, subsidence and the like, in the

1 vicinity of the area disturbed by the Project will be restored by the City at no cost to
2 the County provided they are causally related to the installation or operation of the
3 Project.

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

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

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

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

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

19
20 4. The Director of the County Department of Public Works and Planning in
21 concurrence with the Director of the City Department of Public Utilities may modify, from
22 time-to-time and in a writing signed by both Directors, the road repairs covered by this
23 Agreement. The Director of the County Department of Public Works and Planning and
24 the Director of the City Department of Public Utilities shall mediate any disagreements
25 before the parties to this Agreement before pursuing any legal action.

26 5. This Agreement may not be modified except in writing signed by both parties.
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1 6. The County shall indemnify, hold harmless and defend the City and each of its
2 officers, officials, employees, agents and volunteers from any and all loss, liability, fines,
3 penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,
4 including but not limited to personal injury, death at any time and property damage)
5 incurred by the City, the County or any other person, and from any and all claims,
6 demands and actions in law or equity (including attorney's fees and litigation expenses),
7 arising from or related to the negligent or intentional acts or omissions of the County or
8 any of its officers, officials, employees, agents or volunteers in the performance of this
9 agreement. Nothing herein shall constitute a waiver by County of governmental
10 immunities including California Government Code Section 810 et seq.

11 The City shall indemnify, hold harmless and defend the County and each of its
12 officers, officials, employees, agents and volunteers from any and all loss, liability, fines,
13 penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,
14 including by not limited to personal injury, death at any time and property damage)
15 incurred by the City, the County or any other person, and from any and all claims,
16 demands and actions in law or equity (including attorney's fees and litigation expenses),
17 arising from or related to the negligent or intentional acts or omissions of the City or any
18 of its officers, officials, employees, agents or volunteers in the performance of this
19 agreement. Nothing herein shall constitute a waiver by City of governmental immunities
20 including California Government Code Section 810 et seq.

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

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

27 7. Both the County and the City represent that they maintain insurance policies or
28 self-insurance programs to fund their respective liabilities in an amount not less than

1 that described in section 8, below, under "Insurance." Those respective programs or
2 policy coverage for Workers' Compensation shall contain a waiver of subrogation as to
3 the other party and each of its officers, officials, agent, employees and volunteers.
4 Each party shall provide proof of self-insurance, or any other certificates of insurance
5 that may be required if either party is not self-insured, including changing the policies
6 described above to name the other party as an additional insured, or other similar
7 documentation, as part of this agreement.

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

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

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

5 This section survives the termination or expiration of this Contract.

6 Insurance. During the term of this Contract, the Contractor shall pay for and
7 maintain in full force and effect all policies of insurance described below with an
8 insurance company(ies) either (i) admitted by the California Insurance Commissioner to
9 do business in the State of California and rated not less than "A-VII" in Best's Insurance
10 Rating Guide, or (ii) authorized by the City of Fresno' Risk Manager or his/her designee.
11 Insurance limits available to the City, its officers, officials, employees, agents and
12 volunteers as additional insureds, shall be the greater of the minimum limits specified
13 herein or the full limit of any insurance proceeds available to the named insured. The
14 following policies of insurance are required:

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

23 \$1,000,000 per occurrence for bodily injury and property damage

24 \$1,000,000 per occurrence for personal and advertising injury

25 \$2,000,000 per occurrence for products and completed operations

26 \$2,000,000 aggregate for products and completed operations

27 \$2,000,000 general aggregate applying separately to the work performed under the
28 Contract.

- 1 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be on the
2 most current version of Insurance Service Office (ISO) Business Auto
3 Coverage Form CA 00 01, and include coverage for all owned, hired, and
4 non-owned automobiles or other licensed vehicles (Code 1 – Any Auto)
5 with limits of not less than \$1,000,000 per accident for bodily injury and
6 property damage.
- 7 (iii) WORKERS' COMPENSATION insurance as required under the California
8 Labor Code.
- 9 (iv) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000
10 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease
11 each employee.

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

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

25 The General Liability and Automobile Liability Insurance policies shall be written
26 on an occurrence form and shall name the City of Fresno, the County of Fresno, and
27 their respective officers, officials, agents, employees and volunteers as additional
28 insureds. Those policy(ies) of insurance shall be endorsed so that the Contractor's

1 insurance is primary and no contribution is required of the City of Fresno or the County
2 of Fresno. Any Workers' Compensation insurance policy shall contain a waiver of
3 subrogation as to the City of Fresno, the County of Fresno, and their respective officers,
4 officials, agents, employees and volunteers. The Contractor shall furnish the City of
5 Fresno with the certificate(s) and applicable endorsements for ALL required insurance
6 before the commencement of work by the Contractor. The Contractor shall furnish the
7 City with copies of the actual policies upon the request of the City of Fresno' Risk
8 Manager at any time during the term of this Contract or any extension, and this
9 requirement survives the termination or expiration of this Contract.

10 If at any time during the term of the Contract or any extension, the Contractor
11 fails to maintain the required insurance in full force and effect, all work under this
12 Contract shall be discontinued immediately, and all payments due or that become due
13 to Contractor shall be withheld until notice is received by the City of Fresno that the
14 required insurance has been restored to full force and effect and that the premiums for
15 that insurance have been paid for a period satisfactory to the City of Fresno. Any failure
16 to maintain the required insurance is sufficient cause for the City of Fresno's termination
17 of the Contract.

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

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

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

3
4 CITY OF FRESNO,
A Municipal Corporation

5 By: Thomas C. Esqueda
6 Thomas C. Esqueda, Director
7 Department of Public Utilities

COUNTY OF FRESNO,
FOR APPROVAL

By: Moham A. Prohgia
Chairperson
Board of Supervisors

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9 ATTEST: Yvonne Spence
City Clerk

ATTEST: Bernice Seidel
Clerk to the Board of Supervisors

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11 By: Sherrin L. Badetscher
12 Deputy Date 12/23/2014

By: Don Cuff 3/10/15
Deputy Date

13 REVIEWED & RECOMMENDED
14 FOR APPROVAL:

REVIEWED & RECOMMENDED
FOR APPROVAL

15 By: Scott Mozier 9/29/14
16 Scott Mozier, Date
17 Director of Public Works

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

18
19 APPROVED AS TO LEGAL FORM:
20 Douglas T. Sloan, City Attorney

APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg, County Counsel

21 By: Beant 9/10/14
22 Deputy Date

By: Jan T. Smith Date

23
24 APPROVED AS TO
ACCOUNTING FORM:

25
26 By: Vicki Crow Date
27 Vicki Crow, CPA Auditor-Controller/
28 Treasurer-Tax Collector

EXHIBIT A

SOUTHWEST QUADRANT RECYCLED WATER DISTRIBUTION SYSTEM PROJECT

ALONG

JENSEN AVENUE FROM HAYES TO CORNELIA

CORNELIA AVENUE FROM JENSEN TO BELMONT

BELMONT AVENUE FROM CORNELIA TO HUGHES

AND

BLYTHE AVENUE FROM BELMONT TO WHITESBRIDGE

ROAD ENCROACHMENT PERMIT FOR THE CITY OF FRESNO

AS ISSUED BY

THE COUNTY OF FRESNO

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COUNTY OF FRESNO
APPLICATION FOR ROAD ENCROACHMENT PERMIT

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:

Jensen to Cornelia - Belmont and Blythe Avenues.
"Southwest Recycled Water Distribution" Project

DESCRIPTION OF PROPOSED WORK:

Excavate within the pavement of the County of Fresno's right-of-way, at the above location, to facilitate 30,995 feet of trenching for a recycled water main within the pavement, 7 road bores and 6 inspection manholes. This project will be charged for traffic control at \$95.00 plus \$25.00 a day for any signage placed within the County right-of-way.

THIS APPLICATION IS YOUR PERMIT WHEN
STAMPED HERE AND SIGNED BELOW

PERMIT QUANTITIES & INSPECTON FEES

A.	_____ L.F. Plowed Cable, pipe, etc.,	
B.	_____ L.F. Trenches (off pavement)	
C.	30995 L.F. Trenches (in pavement)	\$23,914.00
D.	7 Bores, 6 Man Holes	\$1,625.00

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 Frank Garcia 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.

Traffic control shall be done in accordance with the "Accepted" traffic control plan, the latest edition of the California Manual on Uniform Traffic Control Devices and the provisions noted on the front and reverse sides of this permit.

Account No.	_____
0/49 Work Code	_____
46/- Work Code	18/9 23914/
Mtce Area	04
Permit Fee	\$25,539.00

Alan Weaver, Director
Department of Public Works and Plannig.

By [Signature]
Abby Fox, Permit Engineer

Date 08/29/14

F-83 (04/02)

Plus Traffic Control @ \$95 + \$25 a day

WHITE - Office Copy

GREEN - Inspector Copy

CANARY - Permittee Copy

PINK - Accounting Copy

GOLDENROD - Area Supervisor Copy

FOR OFFICE USE ONLY

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 required.
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. **Public Safety:** Excavations within the right of way shall comply with all applicable portions of Cal/OSHA requirements and California Code of Regulation Title 8 Section 1540 and following. Open trenches or pits shall not be allowed overnight and shall be protected from the public via placement of steel trench plating to cover the opening or with Type K temporary railing to maintain separation from the public. No plywood covering of open areas is allowed where deeper than 12".
9. **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 revised site hereof, prior to starting work, resuming work after moving off the job and prior to paving. (Failure to notify the County as stated shall immediately terminate this permit).
10. **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.
11. **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 an account of such works 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.
12. **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 changes 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.
13. **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.
14. **Care of Drainage:** Established drainage is not to be altered unless specifically authorized.
15. **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.

16. **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.
17. **Depth Of Pipes:** There shall be a minimum of three (3) feet of cover measured from finished grade over all pipes, conduits and cables unless authorized by Grantor in writing.
18. **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 (5) feet beyond the edge of surfacing, all of the section of trench which lies two (2) 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.
19. **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 four inches in thickness maybe used if provided. Permittee maintains same until final repair is made. Final repair shall be completed within 10 days unless extended by the Grantor.
20. **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.
21. **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 free roots is not permitted.
22. **Permission From Property Owner:** Permittee shall secure written permission from abutting property owners to enter and use their property.

BASE AND PAVEMENT REPAIRS, ETC.

23. **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
24. **Concrete:** Portland cement concrete curbs, gutters, sidewalks and approaches shall be Class A concrete containing six sacks of cement per cubic yard of concrete.
 25. **Standards:** All concrete work shall conform to Fresno County Improvement Standards. Modifications or changes shall not be made except as noted in this permit.
 26. **Curing:** All exposed concrete surfaces shall be cured with a clear curing compound equal to Hunt's Process.
 27. **Connection To Street:** A two-inch (2) thickness (compacted) of plant-mixed asphalt surfacing shall be placed between the driveway approach apron and the existing street surfacing.
 28. **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.
 29. **Thickness:** A minimum thickness of two (2) inches (compacted) of plant-mixed surfacing shall be placed over subgrade compacted to 95% relative compaction.
 30. **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 (3) inches below the existing edge of pavement elevation.
 31. **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 (6) inch barriers of other suitable means approved by Grantor.

N/A
~~FOG SEAL~~

Permit No Dummy

A fog seal shall be placed on all roads (entire width) within the limits of construction. The County Inspector assigned to the project will determine the rate of application.

1. Reflectorized retractable delineators shall be placed by each well site. Delineators shall be maintained by permittee.
2. Appurtenances used for the well must not extend above ground elevation.
3. Fresno County reserves the right to cancel this permit at any time. Permittee agrees to remove or abandon the wells by a method approved by Fresno County. Permittee will not be compensated for any facilities placed within the limits of the road right-of-way.

Note

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

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.

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.

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.

DUST PALLIATIVE

Areas treated with a dust palliative shall meet or exceed pre-construction condition. County Inspector assigned to project shall determine limits of areas to be retreated.

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.

ROAD CROSSINGS

Permit No Dummy

All road crossings shall be bored. Conduit/cable shall have a minimum cover of (36) inches. Bore and receiving pits shall be situated a minimum distance of (5) feet from the edge of the road pavement.

Exceptions (roads that may be open-cut):

TRENCH RESTORATION

1. Requirements for trench restoration are as follows: Permanent trench resurfacing shall consist of placing 7" HMA PG - 64-10 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.

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.

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.

GRAVEL DRIVEWAYS OR FRONTAGES

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

Access

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

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.

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.

POSTS

Permit No Dummy

Any posts placed within the limits of the road right-of-way must be retractable and reflective.

APPURTENANCES

This permit does not authorize the construction of any facilities above ground elevation within the limits of the road right-of-way. Improvements of this nature must be submitted to this office in the form of a diagram and approved under a Rider to the permit.

BRIDGES

Cable/conduit mounted to structures must be placed on the field/stream side of structure, not on the road side.