

SUPPLEMENTAL PERMIT TERMS AND CONDITIONS

Permittee agrees to comply with any and all supplemental permit terms and conditions checked below:

- HOURS OF WORK: No work shall be performed and no equipment shall be present on the site where between the hours of 5:00 P.M. and 8:00 A.M. Work hours are from 8:00 A.M. to 5:00 P.M. Monday-Thursday. Overtime (Friday, Weekend or Night) work requests shall be made at least 2 weeks in advance prior to start of construction and is subject to the City Engineer's approval.
- PRECONSTRUCTION MEETING: Permittee shall hold a preconstruction meeting, at least 48 hours in advance, prior to the start of construction with the Public Works Inspector at (626) 580-2058. The developer/general contractor/permittee shall be responsible for arranging the preconstruction meeting and make timely requests for inspections (Standard Permit Terms and Conditions No. 12). For large scale utility projects, covering a wide geographical or requiring a minimum of one month to complete, the permittee shall set up a meeting with the Engineering Division to establish an understanding of the scope of work and impacts to the community (i.e., traffic, noise, service interruption, etc).
- UNDERGROUND FACILITIES: For installation of all underground facilities or other like improvements, and all surface work or other activity of consequence, the Permittee shall furnish one (1) set of plans showing location and construction or other activity with its application. Thirty (30) days after completion and acceptance of the work, one (1) set of as-built plans shall be submitted to the City.
- BONDING: Permittee shall be procure and maintain a bond in the amount of \$10,000. \$25,000. Bonding requirement should be at the discretion of the City Engineer.
- MAINTENANCE OF RIGHT-OF-WAY: Within _____ calendar days from the date of Permit approval, Permittee shall execute a maintenance agreement with the City for the long term operation, use and maintenance of the encroachment. The terms of the maintenance agreement shall control in the event of conflict with this application/permit.
- CONSTRUCTION SCHEDULE: Project scheduling is intended to monitor the progression of tasks over a given time period and to insure that the construction schedule is being adhered to and completed in an effective and timely manner. The critical path method (CPM) for scheduling calculates the minimum completion time for a project along with the possible start and finish times for the project activities.
- TOTAL PERMIT COST: \$ _____
- PERMIT VALIDITY & EXTENSIONS: Permits will be valid for no more than 3 months after approval of the permit by the Engineering division. Permittee shall only have one-time permit extension and it must be requested prior to permit expiration date. New permit application and additional fees are required thereafter.
- **Any construction performed prior to permit issuance without obtaining a permit, an expired permit, or failure to close a permit will result in a penalty of twice the amount of the original permit fee.**
- Notify all affected residents/business on both sides of _____ from _____ to _____, at least 2 weeks in advance of proposed work. Public notices must be submitted to the Engineering Division for review and approval.

- No work shall be permitted on residential, minor and major arterials under construction moratorium. Refer to the Moratorium Map and Street List on City's website under the Public Works Engineering Directory.
- No work shall be permitted on major arterials during Holiday period (Tuesday before Thanksgiving to January 2). See Holiday Moratorium Map on Page V.
- All work shall be subject to the City's inspection. Notify the Public Works Department 48 hours in advance of the proposed work by contacting the Engineering Division at (626)580-2058.
- Permittee shall request a final inspection and acceptance of the work within three (3) working days from the completion of work.
- Removal and replacement of the P.C.C. (concrete) street sections shall be from joint to joint. All work shall be performed to the satisfaction of the City Engineer
- A two inch A.C. (asphalt) overlay shall be required: one (1) foot from the edge of the trench and towards the closest edge of the existing curb & gutter (east/west/south/north of the trench on _____ and on _____.
- Any sections of the A.C. pavement that are cut for the purpose of boring shall be sawed cut, squared off and replaced with the proper pavement thickness plus one inch.
- Compaction reports must be submitted prior to the acceptance of work by the Public Works Inspector at 100-foot intervals along the trench line. 95% relative compaction. Structural backfill to be used.
- Asphalt pavement resurfacing or the placement of the concrete street section must be completed per block segments.
- Utility Company/contractor is responsible to replace all traffic loops removed or damaged during the construction of the project.
- Survey monuments removed and or damaged must be replaced at the cost of the Utility Company/contractor.
- Centerline tie sheets must be properly recorded with the Los Angeles County Recorder's Office. Copies of the recorded survey monumentation must be submitted to the City prior to the acceptance of work by the Public Works Inspector.
- Caltrans Encroachment Permit (if applicable) will be required prior to the issuance of any permits.
- Utility Company/contractor must coordinate construction schedules, proper notifications, the relocation of bus stops, etc. with Foothill Transit, Metro, local Transportation Division and any other transportation services along _____ and _____ prior to commencing work.
- Names and titles of all Utility Company personnel assigned to the project, including contractors' foreman information shall be provided prior to commencing work. This includes cell phone numbers. If there is a night and daytime foreman, please include separate detailed information.
- Any work that requires working outside the normal working hours requires written approval by the City.
- The contractor is responsible to contact the Engineering Division (626-580-2058) and notify the inspector when work is in progress. If the Contractor fails to keep the inspector aware of construction activities, the Contractor may be required to expose a portion or all of the work that was performed without the benefit of inspection.

- Electronic message board (EMB) signs must be secured at all times. EMB must be used throughout the duration of the project. Location(s) must be coordinated with the City.
- The safety of the personnel working on the project requires the adequate and proper use of safety gear, protective head and eye gear, and proper reflectorized gear.
- Implementation and maintenance of erosion, sediment, and storm water quality control measures are ultimately the responsibility of the contractor.
- Sediment, debris and trash in the public right of way must be picked up using dry methods. A street sweeper must be used at all times to maximize dust control.
- Equipment and material will not be allowed to be stored in the public right of way. An appropriate location will be required to be designated by the contractor and approved by the City as the staging area.
- Conduct outreach to Downtown El Monte Business Association (DEMBA) by contacting the Executive Director at (626) 443-0180.
- The Public Works Engineering Division reserves the right to change or modify the existing conditions, specifications and requirements without notice or obligation at any time at its sole discretion.
- Utility Company/contractor is responsible to install stamped identification washers/nails with the utility company's name on all trenches and cuts.
- The City Engineer or his designee may either at the time of the issuance of the permit or at any time thereafter until the completion of the work, prescribe such additional conditions as may be deemed reasonably necessary for the protection of the highway or the prevention of undue interference with traffic, or to assure the safety of persons using the highway, or to improve the publicright-of-way.

ATTACHMENT "A" – STANDARD PERMIT TERMS AND CONDITIONS

As material consideration for City's approval of the Encroachment Permit application, Permittee covenants and agrees to the following:

1. **INDEMNIFICATIONS:** To the fullest extent permitted by law, Permittee shall indemnify, hold harmless, release and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all actions, claims, demands, damages, disability, losses, penalties, fines, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Permittee, in whole or in part, arising out of Permittee's activities hereunder, including activities of other persons or entities employed, retained or otherwise utilized by Permittee in the performance of the work authorized under the Encroachment Permit (including design defects and regardless of City's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the sole negligence or willful misconduct of City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Permittee under Worker's Compensation, disability or other employee benefits acts or the terms, applicability or limitations of any insurance held or provided by Permittee and shall continue to bind the parties after termination of the Permit or the completion of the work to be performed hereunder.
2. **INSURANCE:** Without limiting Permittee's indemnity obligations, above, Permittee shall procure and maintain throughout the period of the Permit, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII (except as otherwise provided herein) against injury to persons (including without limitation personal injury and bodily injury) or damage to property which may arise from or in connection with the activities hereunder of Permittee and Permittee's officials, officers, employees, apprentices, agents, subcontractors, subconsultants, volunteers or anyone acting on Permittee's behalf in the furtherance of the work authorized under the Permit:
 - (a) **Commercial General Liability:** One million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage on an occurrence form as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). If the Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CGL Coverage shall include: a broad form property damage liability endorsement (including completed operations); a contractual liability endorsement naming this Encroachment Permit and any related agreements; and a cross liability endorsement. No Commercial General Liability policy procured pursuant to this provision shall contain or be endorsed to contain cross suits exclusions; prior completed work exclusions; or a contractual liability limitation, including without limitation, any endorsement issued on form CG 21 39 (Contractual Liability Limitation).
 - (b) **Automobile Liability:** One million dollars (\$1,000,000.00) per accident for bodily injury and property damage as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). If deemed appropriate by the City Engineering Division, in its sole and absolute discretion, the Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.
 - (c) **Worker's Compensation as required by the State of California; Employer's Liability:** Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The rating of Workers' Compensation carriers shall be subject to the written approval of the City Engineering Division in its sole and absolute discretion. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
 - (d) **Course of Construction:** Completed value of the project with no coinsurance penalty provisions, if deemed appropriate by the City Engineering Division in its sole and absolute discretion.

The Commercial General Liability and Automobile Liability policies are to contain or be endorsed to contain the following provisions:

1. City and City's elected or appointed officials, officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Permittee; and with respect to liability arising out of work or operations performed by or on behalf of Permittee including materials, parts or equipment furnished in connection with such work or operations. (CG 20 12 11 85 or its equivalent shall be utilized with respect to the CGL Coverage); and
2. Permittee's insurance shall be primary insurance as respects City and City's elected or appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City or City's elected or appointed officials, officers, employees, agents and volunteers shall be excess of Permittee's insurance and shall not contribute with it;
3. There will be no cancellation, suspension, reduction or voiding of coverage without **thirty (30)** calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Permittee shall furnish City with information regarding such reduction at Permittee's earliest possible opportunity but in no case later than five (5) calendar days after Permittee is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect the coverage provided to City or City's elected or appointed officials, officers, employees, agents or volunteers; and
4. Coverage shall not extend to any indemnity coverage for the active negligence of any additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the California Civil Code.

With respect to all varieties of insurance required under the Permit, any deductibles or self-insured retentions shall be declared to and approved by City. City, at its option and in its sole and absolute discretion may require that: (a) the insurer reduce or eliminate such deductibles or self-insured retentions as respects City and City's elected or appointed officials, officers, employees, agents and volunteers; or (b) Permittee shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses. All varieties of insurance required under the Encroachment Permit shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City or City's elected or appointed officials, officers, employees, agents or volunteers. **Permittee shall provide City with proof of coverage in the form of both certificates of insurance and original endorsements; Permittee may not commence any work under the Permit until it provides City with the requisite proof of insurance.**

3. **SUBCONTRACTOR/ LIENS:** Permittee shall provide a list of all known subcontractors, regardless of tier, prior to **ISSUANCE** of the Encroachment Permit. The list shall provide the following information: the subcontractor's California Contractors State License Board license number; the subcontractor's name; the subcontractor's designated representative for the work; the subcontractor's address, telephone number (and 24 hour number if different); and the subcontractor's City business license number. Permittee shall notify the El Monte Engineering Division of any changes or additions to the list of subcontractors. Permittee shall keep the property upon which the work is to be performed free and clear of any work related liens, including without limitation mechanic's liens, materialmen's liens and other like encumbrances. In addition to any other indemnity obligations contained herein or in any related agreement, Permittee agrees to indemnify, defend and hold free and harmless the City from any and all claims of lien (including without limitation materialmen's liens, mechanic's liens and other like encumbrances) placed by any of Permittee's subcontractors in connection with any work performed under the Permit.
4. **CONTRACTOR'S LICENSE:** Applicable State Contractor's License is required. The Contractors State License Board (CSLB) protects consumers by licensing and regulating California's construction industry. There are 43 different licensing classifications.
5. **TRAFFIC CONTROL:** Adequate provisions shall be made for the protection of the traveling public. Permittee shall review and comply with the Work Area Traffic Control Handbook ("WATCH") published by the Southern California Chapter of the American Public Works Association. Upon request of the City's Engineering Division, Permittee shall also prepare and submit a Traffic Control Plan. With respect to traffic control, Permittee shall also comply with all applicable provisions of the El Monte Municipal Code and such other safety measures as may be

requested by the City's Engineering Division. 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.

6. PROVISIONS FOR PEDESTRIANS: Where facilities exist, a minimum sidewalk width of four feet (4) shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.
7. PERFORMANCE STANDARDS: All labor and other work performed under the Permit as well as all materials and supplies utilized in connection with the work to be performed under the Permit shall conform to generally recognized standards of construction as well as the requirements of the latest edition of the Standard Specifications for Public Works Construction published by the Southern California Chapter of the American Public Works Association. Permittee shall also comply with all terms and conditions of the Permit and all applicable rules, regulations and ordinances of the City of El Monte and other public agencies with jurisdiction over the work.
8. COMMENCEMENT OF WORK: Permittee shall notify the City Engineer in writing at least two (2) working days in advance of the time when work shall be started and shall also notify the City Engineer upon completion of the work. Not less than forty-eight (48) hours prior to the commencement of any trenching or any other work which may affect or damage underground facilities, Permittee shall contact Underground Service Alert of Southern California ("Dig Alert") to ascertain the location of such facilities. Dig Alert may be contacted at 1-800-227-2600 or by logging on to www.digalert.org.
9. REVOCATION/ REMOVAL OF ENCROACHMENTS: Encroachment Permits are revocable upon forty (48) hours' prior written notice to the Permittee. Permittee shall remove and/or relocate any encroachment installed or maintained under the Permit, upon written notice from the City Engineer.
10. RESPONSIBLE PARTY: No party other than the named Permittee or its agent(s) shall be authorized to work under the Permit. Permittee shall be responsible for any damage to any existing public infrastructure. Permittee shall also be responsible for the security of the work site.
11. ACCEPTANCE OF PROVISIONS: It is understood and agreed by Permittee that the doing of any work under the Permit shall constitute its acceptance of the provisions of the Permit and all attachments.
12. INSPECTION AND APPROVAL BY CITY: All work shall be subject to monitoring inspection, and approval by the City. Permittee shall request a final inspection and acceptance of the work within three (3) working days from the completion of the work.
13. PERMIT ON THE WORK SITE: The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the City or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT THE JOB SITE AS PROVIDED.**
14. CONFLICTING PERMITS: If a prior encroachment conflicts with the proposed work, the new Permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation shall come at no cost and/or expense to City and shall be borne by the Permittee.
15. PERMITS FROM OTHER AGENCIES: The Permittee shall, whenever required by law, secure the written authorization for any work that must be approved or permitted by any federal, state or local agency having jurisdiction.
16. CARE OF DRAINAGE: If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the City Engineer.
17. WATER CONTROL: The Permittee shall use Best Management Practices that comply with standards set forth by the City of El Monte and the National Pollutant Discharge Elimination System (NPDES) Permit and Waste

Discharge Requirements (WDRs) applicable to municipalities within the County of Los Angeles to prevent construction water, debris, or groundwater from entering storm drains. All SWPPP materials, sandbags, straw wattles, etc. shall be inside the fence line and not in the public right of way.

18. **RESTORATION:** In every case, the Permittee shall be responsible for restoring to the specifications as nearly as may be possible any portion of a City facility, sidewalk, highway or street which has been excavated or otherwise disturbed by Permittee. The Permittee shall maintain the surface over facilities, sidewalks, highways or streets placed under any permit. If the facility, sidewalk, highway or street is not restored as herein provided for, or if the City elects to make repairs, Permittee agrees by acceptance of the Permit to bear the cost thereof. Paving must be in conformance with City's design standards or approval by the City Engineer.
19. **WORK AREA MAINTENANCE:** Permittee is solely responsible for maintaining any area it uses in a safe, orderly, and clean condition so as to prevent any injury or damage to property or persons.
20. **COST OF WORK:** Unless otherwise stated on the Permit or any other related agreement, all costs incurred for work within a City right-of-way pursuant to this Encroachment Permit shall be borne by the Permittee, and Permittee hereby waives all claims for indemnification or contribution from the City for such work.
21. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMODATION:** The Permittee, for itself and its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: (a) no person solely on the grounds of race, color, religion or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any improvements constructed herein; (b) that in connection with the construction of any improvements and the furnishing of services therefrom, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors or in the selection of second-tier subcontractors; and (c) that such discrimination shall not be practiced against the public in their access to and use of the improvements provided for public accommodations (such as eating, sleeping, rest recreation), and operated on, over, or under the space of the right-of-way. Permittee further agrees that in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.
22. **NO PRECEDENT ESTABLISHED:** The Permit is issued with the understanding that any particular action shall not be considered to establish any precedent (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within the right-of-way of the City of El Monte or (2) as to any utility of the acceptability of any such permits as to any other or future situation.
23. **PREVAILING WAGE LAWS:** Construction, alteration, demolition, repair or maintenance work performed under a permit issued by the City may require the owner/Permittee to pay all workers employed by the contractor and subcontractors the appropriate predetermined prevailing wage rates as set by the Director of the Department of Industrial Relations See California Labor Code, Division 2. Part 7. (Commencing with section 1720). Streets and Highways Code, Chapter 3, Article 2 Section 671.1. and Opinion of the Attorney General of the State of California. No. 86-803, dated December 31, 1986. Permittee agrees to pay prevailing wages as required under the California Labor Code.
24. **SANITATION DISTRICTS OF LOS ANGELES COUNTY:** Connection to the sanitary sewer system requires proof and clearance from Sanitation Districts of Los Angeles County (562) 908-4288. Trenching/excavation in connection to sewer work require a separate fee. Sewer spill reporting is mandatory. To report a sewer spill please call (626) 580-2250, Monday-Thursday from 7:00 a.m. to 5:30 p.m. After working hours please call (626) 580-2100.
25. **TRENCH:** All trenches are to be backfilled at the end of each work day and paved with temporary AC or put down traffic plates. Permanent trench repair shall adhere to the City's standard plan and to the satisfaction of the City Engineer. Permittee shall backfill with native soil and provide compaction report to the Public Works Inspector.
26. **SCHOOL ZONE:** Contractor is to have flagmen in school zones.

27. NOTIFICATION: Residents and businesses affected by the work and directly adjacent to the project area must be notified in writing. Public notices must be submitted to the Engineering Division for review of content. Notices must be sent to the residents and business a minimum of two (2) weeks prior to commencing work.
28. PERMIT DURATION: Permits will be valid for no more than 3 months after approval and issuance of the permit by the Engineering Division. Permittee must commence work no later than 30 days after the approval and issuance of the permit. Failure to comply with the requirement will result in the permit expiring and not being valid. The permittee must obtain another permit and additional permit fees will be applicable.
29. In consideration of the granting of this permit, it is further agreed by the applicant that the City of El Monte and any officer or employee thereof shall be held harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the work undertaken under the terms of this application and the permit's, which may be granted in response thereto, and that all of said liability are hereby assumed by the applicant. Applicant agrees to remove all Underground Service Alert (USA) markings and graffiti placed on public property once work has been completed. The City Public Works Inspector will not final or approve any work until all USA markings have been removed and an Identification Survey Nail and Tag is installed on the trench.