

TOWN OF TIBURON
PUBLIC WORKS PERMIT CONDITIONS – Permit No. _____

Note: The following standard and checked (✓) conditions apply to this permit.

1. **APPENDING LIST OF CONDITIONS:** In the event that these following conditions conflict with the conditional notes and language found in the Permit Application, the following conditions and special conditions will supersede and prevail.
2. **ACCEPTANCE OF THE PROVISIONS:** It is understood and agreed by the Permittee that all conditions have been read, and understood. The Permittee agrees to comply with all conditions.
3. **KEEP PERMIT ON WORK SITE:** This permit, or a complete copy, shall be kept at the site of the work and upon request must be shown to any representative of the Town or any law enforcement officer.
4. **PERMITS FROM OTHER AGENCIES:** Permittee must obtain all other permits required by other public or private agencies or individuals necessary in order to perform the intended work.
5. **INSPECTION NOTIFICATION:** A preconstruction meeting or discussion will occur. The Permittee shall notify the Maintenance Division at (415) 435-7399 a minimum of **two (2)** working days prior to the performance of any work under this permit. Permittee will provide construction schedule, initially and periodically, and contact information. **All work must be inspected prior, during, and after backfill, or re-excavation will be required at Permittee's expense.**
6. **CONSTRUCTION METHODS:** Any work performed without inspection or contrary to discussions with the Town's inspector, the Marin County Public Works Uniform Construction Standards (latest edition), Caltrans Standard Plans (latest edition) or approved plans shall be deemed non-complying and **will not** be accepted by the Town. Attention is called to the following special provisions:
 - (a) ____ Underground line (e.g. conduits, mains, services) installation will be neat open cut.
 - (b) ____ Cement slurry backfill for trenches is required unless proper compaction can be demonstrated as per attached standards or greater.
 - (c) ____ A minimum of six (6) inch saw-cut and removal of pavement beyond trench edge lines will be required.
 - (d) ____ If trench is within three (3) feet of edge of curb/gutter, saw-cut and removal will continue to the edge of gutter.
 - (e) ____ All PCC concrete replacement will be full panel, score line to score line, or as directed by the Inspector.
 - (f) ____ Plating of trenches will be allowed for up to five (5) calendar days. Ramping of plates is required.
 - (g) ____ All cement slurry backfill and paving will be completed within ten (or ____) calendar days of excavation for each 100-foot section of pipe installation.
 - (h) ____ Backfill, required compaction, final AC paving and/or PCC replacement will be conducted within ten (or ____) calendar days of excavation.
 - (i) Temporary repairs to existing grades, backfilling, and making the work site safe are required.
 - (j) ____ **Others:**

13. **EROSION AND SEDIMENT CONTROL MEASURES:** The Permittee is obligated to insure compliance with all applicable stormwater regulations at all times. The BMPs (Best Management Practices) according to the Marin County Stormwater Protection Program (MCSTPP) and Stormwater Best Management Practice Handbook Construction BMP Fact Sheets shall be implemented and maintained to effectively prevent the potentially negative impacts on this project's construction activities on stormwater quality.

Stockpiles of soil, material, and wastes shall be properly contained and covered to minimize sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking, or wind.

14. **CLEAN UP:** Upon completion of daily work the Permittee shall clean the right-of-way of all rubbish, construction debris, trees, brush, excess materials, temporary structures and equipment.

15. **SAFETY:**

- (a) The Permittee shall be completely responsible for the conditions of the job site, including safety, and shall not be limited to normal working hours. Work and Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety applicable to the work.
- (b) The services of the Inspector in conducting construction review of the Permittee's performance is not intended to include review of the adequacy of the Permittee's work methods or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Inspector or the Town responsible for providing a safe place for the performance of work by the Permittee, or subcontractors; or for access, visits, use work, travel or occupancy by any person.
- (c) The Permittee shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property.
- (d) Shoring and Trench Safety Plan - Attention is directed to the Civil Code of the State of California, the State Labor Code, and the State of California Division of Industrial Safety.

16. **PROTECTION OF PERSON AND PROPERTY:** The Permittee shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities. If such improvements or property are damaged by reason of the Permittee's operations, they shall be replaced or restored to a condition equal to or greater than what existed prior, at the Permittee's expense, without delay.

17. **RESPONSIBILITY FOR REPAIR OF FACILITIES:** All public or private facilities and improvements to remain, including but not limited to structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, and storm drains disturbed during construction of the work shall be repaired and/or replaced by the Permittee to match facilities existing prior to construction. In addition, the Permittee shall be responsible for any settlement damage to such facilities or adjoining areas for a period mentioned in Item 11 – "Guarantee" after acceptance of such required facilities. In the event the Permittee refuses or neglects to make good any loss or damage for which he is responsible under this Permit, the Town may itself, or by the employment of others, make good any such loss or damage, and all cost and expense of doing so shall be charged to the Permittee.

18. **CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractor's State License Board.

19. **PRIVATE IMPROVEMENTS:** Any private improvements to be installed on Town right-of-way as part of this permit shall be continuously maintained to a safe, clean, and serviceable level, and that the Permittee agrees to remove said improvements at the Permittee's expense in the event that the Town requests such removal at its discretion.

20. **NO PRECEDENT ESTABLISHED:** This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency of permitting any certain kind of encroachment

21. INDEMNITY: The Permittee specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the Town, the Engineer and his consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Permittee's, his Contractor's, or his subcontractors' or suppliers' performance of work under this Permit. To the extent legally permissible, this indemnity and hold harmless agreement by the Permittee shall apply to any acts or omissions, whether active or passive, on the part of the Permittee or his agents, employees, representatives, or Subcontractor's agents, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability. Unless waived, Permittee shall include the Town, the Engineer and his consultants, and each of their officers, employees and agents as additional insureds on their policy and insurance documents shall be submitted to the Town prior to work commencing.

22. _____ OTHER:

Permittee(s):

Print name

Initial

Print name

Initial