

THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH TOWN RULES AND REGULATIONS AND SUBJECT TO INSPECTION AND APPROVAL

PHONE _____

ORGANIZATION OR APPLICANT _____

PHONE _____

ARCHITECT, ENGINEER OR PROJECT MANAGER _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

GENERAL CONDITIONS:

1. **Inspection:** All work within the Town right of way requires inspection. Permittee shall notify the public works superintendent two (2) working days prior to starting work at 916-652-1840.
2. **Specifications:** All construction materials and methods shall conform to requirements of the Town of Loomis, County of Placer General Specifications and Plans, and the current edition of the Caltrans Specifications and Plans.
3. **Other Permits:** No project work shall commence until all other necessary permits and environmental clearances have been obtained.
4. **Hold Harmless:** For and in consideration of the granting of this permit, the Permittee covenants and agrees to hold harmless the Town of Loomis, the Town Council, and all officers, agents and employees of the Town from any and all Liability arising out of any act, omission or the condition of any property of the Permittee required or permitted under the permit, and the Permittee shall defend the Town, the council, and its officers, agents and employees in any legal action that may arise from such act, omission or condition of any property.
5. **Revocation:** The Town may revoke this permit at any time. The Permittee may be required to remove, at its sole expense, any property owned or controlled by the Permittee located on, above or below the ground.
6. **Permit at the work:** A copy of the permit shall be kept at the site of the work and shown to any representative of the Town or any law enforcement officer on demand.
7. **Permits from other agencies:** The Permittee shall, whenever required by law, secure the written order or consent to work from the Public Utilities Commission of the State of California or any other public agency having jurisdiction.
8. **Location Plan:** For installation of any facility, the Permittee shall furnish a plan showing locations and details with his application. Upon completion of the work, the Permittee shall furnish a set of "As Built Plans" indicating any variations that were made.
9. **Bonding:** A faithful performance bond or acceptable sureties may be required by the Town to ensure the work being done is completed in conformance with the permit.
10. **Trees:** Trees located within the right of way shall not be removed, trimmed, or roots disturbed unless specifically authorized by this permit.
11. **Inspection Fee:** The town will inspect all work within it's right of ways. An inspection fee is charged by the Town to cover Town inspection costs. Inspection does not guarantee the work not relieve the permittee of his responsibilities nor void the warranty. Permittee shall be required to pay for any additional inspection the Town may deem necessary due to extended hours, weekend work, and repetitive inspections.
12. **Storage of Material:** Construction material shall not be stored, nor equipment parked, within four (4) feet from the edge of pavement or traveled way. Permittee may, however, stop, stand, or park subject to the provisions of section 25301 of the Vehicle Code, essential construction or maintenance vehicles or equipment at the edge of pavement or in the travel way, while Permittee's employees are in attendance when necessary to install or maintain its facilities.
13. **Remove Old Poles, Guys and Stubs:** When removing poles, guys, and stubs, the entire length shall be removed from the ground and the holes backfilled and thoroughly tamped.
14. **Clean Up:** The permittee shall keep all areas affected by the work clean from debris and mud. If necessary and to the satisfaction of the Town, the permittee shall thoroughly wash and clean traveled surface areas. Upon completion, the work area shall be left in as presentable a condition as existed before work started.
15. **Liability For Damages:** The permittee is liable for personal injury or property damages which may arise out of work performed by Permittee, or by their agents and or subcontractors, or which may arise out of failure on the Permittee's part to perform obligations under any permit in respect to maintenance. In the event any claim is made against the Town, or any department, officer employee, or agent thereof, Permittee shall defend, indemnify, and hold them and each of them harmless for each claim. Nothing herein is intended to impose on Permittee any different or higher standard of care than that required by law

16. **Making Repairs:** In every case, the Permittee shall be responsible for restoring to its former condition any areas excavated or disturbed. In an emergency, at its sole direction, the Town may correct a hazard if the Permittee is unable to respond timely. In which case the Town will charge Permittee, Town's cost in correcting the hazard.
17. **USA:** Permittee is hereby notified that prior to commencing construction, he is responsible for contracting all utility companies for verification at the construction site of the locations of all underground utilities. Call "Underground Services Alert" at 1-800-642-2444 two (2) days minimum to fourteen (14) maximum before any excavation is started.
18. **Survey Monuments:** Permittee is responsible for the protection of all existing monuments and other survey markers. Monuments and survey markers destroyed during construction shall be replaced at the Permittee's expense.
19. **Pavement Cuts:** All cuts in AC pavement shall be sawcut to a neat straight line. Prior to repaving adjacent to the cut the exposed base material shall be graded, recompact and resealed, and the cut edge shall be sealed with emulsion. Whenever new AC paving is to be matched to an existing edge of pavement, the existing pavement shall be removed to a cut one foot inside the existing edge of pavement.
20. **Liability Insurance:** The Town may require the Permittee to provide liability insurance for the Permittee's operation with the Town of Loomis as an additional insured.

**Special & General
Conditions Accepted by:**

_____ / / Owner / / Applicant

_____ Date

_____ Approved by Public Works Department

_____ Date