

ENCROACHMENT PERMIT

GENERAL PERMIT CONDITIONS

- 1. HOURS OF WORK: ALL WORK AS AUTHORIZED BY THIS PERMIT WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED BETWEEN THE HOURS OF 8:30 AM AND 3:30 PM (MONDAY-FRIDAY) UNLESS OTHERWISE DIRECTED BY THE CITY PUBLIC WORKS DEPARTMENT. NO WORK SHALL BE PERFORMED AND NO EQUIPMENT SHALL BE PRESENT ON THE SITE OUTSIDE OF THE APPROVED WORK HOURS.
- 2. EXPIRATION: Permits will be valid for <u>3 months</u> after approval and issuance of the permit by the City Public Works Department unless noted otherwise. The Permittee shall ensure that this permit remains current for the entire duration of the project. Permittee shall immediately cease all construction work within the public right of way until obtaining a time extension from the City. Call the City of Eastvale Public Works Department at (951) 361-0900 to apply for a time extension of this permit. Additional fee may apply.
- 3. 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.
- 4. **COMMENCEMENT OF WORK**: Permittee shall notify the Public Works Inspector <u>at least two (2) working days in advance</u> of the starting work date and schedule a preconstruction meeting if Public Works Inspector deems necessary.
- 5. **INSPECTION AND APPROVAL BY CITY:** All work shall be subject to monitoring inspections, and approval by the City. Permittee shall request a final inspection and acceptance of the work within three (3) days from the completion of the work.
- 6. FAITHFUL PERFORMANCE BOND, CASH BOND OR LETTER OF CREDIT: Contractor shall deliver to City a performance bond or cash bond in the amount of which secures the faithful performance of this Permit, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Permit, unless such requirement is waived by the City Engineer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of this power of attorney. The bonds shall be unconditional and remain in force (through renewals) during the entire term of the Permit and shall be null and void at the conclusion of the term of this Permit only if the contractor promptly and faithfully performs all the terms and conditions of this Permit. Alternatively, Contractor may provide an irrevocable letter of credit in the amount as the performance bond, drawn upon a financial institution with an office within one hundred miles of City, in a form acceptable to the City Attorney. The letter of credit shall be the sole responsibility of Contractor and shall be released within thirty days after both (i) the expiration of the term of this Permit, or upon the earlier termination hereof; and (ii) the Contractor's satisfactory performance of all obligations hereunder. A combination of these two _, is acceptable. In the event Contractor fails or is otherwise unable to perform as required by this Permit, City may execute upon all or any portion of the performance bond, cash bond, and/or letter of credit necessary to compensate and make whole the City. Upon partial or full forfeiture of the performance bond, cash bond, or letter of credit, Contractor shall restore the security instrument to its face amount within thirty (30) days of the City's declaration. Failure to restore the bond to its full amount within 30 days shall be a material breach of the Permit.
- 7. **INDEMNIFICATION**: To the full extent permitted by law, the Permittee and their successor(s) ininterest shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Permittee, its personnel, employees, agents, or contractors in connection with or arising out of the operation, construction, maintenance or repair of the work performed under this Permit. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees,

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and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Permittee's obligation to indemnify City shall survive the expiration or termination of this Permit, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents shall defend, indemnify and hold harmless the City of Eastvale, its personnel and agents, from any accidents or injuries resulting from operations authorized by this permit.

- 8. **COMPLIANCE WITH STANDARDS:** Permittee shall conform all work and materials in accordance with the current editions of the City of Eastvale (previously County of Riverside) Road Improvement Standards and Specifications, Americans with Disabilities Act, CAL-OSHA safety requirements, Federal, State and City environmental laws and clearances and/or permits prior to commencing any work as authorized by this permit. If the Permittee fails to comply with the applicable laws, this Permit shall be immediately revoked.
- 9. **FUTURE RELOCATION:** Should it become necessary at some future time to relocate or remove this encroachment, it shall be at the expense of the Permittee with no costs being incurred by the City of Eastvale or any other governmental agency.
- 10. CHANGE MANAGEMENT: The City of Eastvale reserves the right to make changes or additions to a permit after issuance if such changes or additions are believed necessary for the protection of the roads or for the health and safety of the public.
- 11. **FEES AND CHARGES**: Permittee shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the work, including, but not limited to, all plan check, engineering, inspection, and other service fees. Failure to do so shall constitute a nuisance pursuant to the City of Eastvale Municipal Code.
- 12. **GUARANTEE**: Should any failure of the work occur within a period of **one year after completion** and the City of Eastvale's acceptance (i.e., sign off of permit and record drawings) of the permitted work, the refilled excavation settles, or if the resurfacing or restoration of the roadway disintegrates or develops ruts or holes, or if found that materials used were not in compliance with the City of Eastvale Road Improvement Standards and Specifications, the Permittee shall be required to repair and/or resurface to the satisfaction of the City to eliminate all such reconstruction failures. If the Permittee fails or refuses to do such corrective work, the City may elect to complete the corrective work and collect the cost of the work from the Permittee, or to pursue such other remedies as may be available to complete the corrective work at the Permittee's expense.
- 13. QUALITY OF WORK; COMPLIANCE WITH LAWS AND CODES: The installation plans and specifications shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The work shall be completed in accordance with all approved plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.
- 14. STANDARD OF PERFORMANCE: Permittee and its contractors, if any, shall perform all work required in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Permittee represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Permittee warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained. Any work authorized by this Permit shall be performed in a diligent and expeditious manner to the satisfaction of the City Engineer.
- 15. **CITY INSPECTION**: Permittee shall, at its sole cost, expense, and liability, provide safe access for inspection by City representatives. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Permit. The inspection of the

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work by City shall not relieve Permittee or the Contractor of any obligations to fulfill obligations of the Permit, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

- 16. **EXISTING RIGHTS**: Except as permitted by applicable laws or this Agreement, in the performance and exercise of its rights and obligations, Permittee shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television, and other telecommunications, utility and municipal property without the approval of the owner(s) of the affected property or properties.
- 17. **NOT A GRANT OF PROPERTY INTEREST**: This Permit is not a grant by the City of any property interest but is made subject and subordinate to the prior and continuing right of the City and its assigns to use all the City right of way in the performance of its duty, including but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television, and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over, across and in the City right of way.
- 18. **SUBJECT TO EASEMENTS AND RESTRICTIONS**: This Permit is made subject to all easements, restrictions, conditions, covenants, encumbrances and claims of title which may affect the City right of way, and it is understood that Permittee, at its own cost and expense, shall obtain such permission as may be necessary and consistent with any other existing rights.
- 19. **DAMAGE TO FACILITIES IN CITY RIGHT OF WAY**: Permittee shall be responsible for any damage to the City right of way due to the construction performed by Permittee in the City right of way, and Permittee shall repair, replace and restore the damaged Improvements in accordance with City standards at Permittee's sole expense. Disregard of or destruction of underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the City Engineer.
- 20. **TERMINATION**: The City can terminate this Permit with or without cause, as provided below. Upon termination, the Permittee must immediately remove the encroachment authorized herein. If the Permittee does not remove the encroachment authorized herein when requested by the City, the City may proceed to require removal under the Eastvale Municipal Code (EMC) nuisance provisions and to assess the cost of said removal against the Property. The Permittee further acknowledges that, in the event of such removal by the City, the City is not liable for any damages to the encroachment or to any adjacent real or personal property. The parties agree that, in the event of a termination pursuant to this paragraph, the City shall record a Notice of Termination of Agreement Regarding Public Right of Way with the Riverside County Recorder's Office.
- 21. ENCROACHMENT ON PRIVATE ROPERTY: This permit authorizes work to be accomplished within City of Eastvale road right of way and/or easements ONLY. Whenever construction extends within private property, it shall be the responsibility of the Permittee (or his contractors) to secure permission from affected property owners. Such authorization must be secured by the Permittee prior to starting work.
- 22. RECORD DRAWINGS: Upon completion of underground or surface work of consequence, the Permittee shall furnish record drawings to the City of Eastvale showing locations and details of work performed.

23. INSURANCE

- a. Types & Amounts: Permittee shall procure and maintain, and shall require its contractors to procure and maintain insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Permit or be no less than two times the specified occurrence limit.
- b. **General Liability**: Permittee and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
- c. **Business Automobile Liability**: Permittee and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less

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- than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.
- d. **Workers' Compensation**: Permittee and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.
- e. **Professional Liability**: For any consultant or other professional who will engineer or design work performed under this Permit, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the work. Such insurance shall be endorsed to include contractual liability.
- f. Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Permittee and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- g. **Additional Insured; Separation of Insureds**: The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Permittee or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.
- h. **Primary Insurance; Waiver of Subrogation**: The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.
- i. Certificates; Verification: Permittee and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- j. Term; Cancellation Notice: Permittee and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.
- k. Insurer Rating: Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best financial strength rating of at least "A".
- 24. **TRACK LAYING CONSTRUCTION EQUIPMENT**: Cleated track laying construction equipment shall not be permitted to operate on any paved surface unless fitted with smooth-faced street pads. All mechanical outriggers shall be fitted with rubber street shoes to protect the paving during excavations. Rubber-tired equipment only shall be used in backfill operations in paved areas. If the existing pavement is scarred, spalled, or broken during the term of this contract, or if the pavement is marred, the City of Eastvale shall request that these portions of road be resurfaced over their entire width. Resurfacing shall consist of 0.1 foot of asphalt concrete (AC) surfacing plus appropriate seal coat as indicated in RCO 461 Specifications and Standard 818 "Utility Trench Backfill". Feather overlay shall not be permitted except as authorized by the Public Works Department.
- 25. CARE OF DRAINAGE STRUCTURES: Any drainage structure including corrugated metal pipe, steel culvert and concrete structures encountered during excavation which necessitate removal shall be replaced in kind. In the event it becomes necessary to remove or cut existing drainage structures, the City of Eastvale Public Works Department shall be notified prior to commencement of this work.

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Drainage structures and open drains shall be kept free of debris at all times for proper drainage. Disposal of debris or other materials into drainage facilities is prohibited. All roadside drainage ditches shall be restored to a true grade and intake and outlets ends of all culverts shall be left free from all excess material and debris.

- 26. RIGHT OF WAY CLEANUP: The Permittee is solely responsible for maintaining any areas it uses in a safe, orderly, and clean condition so as to prevent any injury or damage to property or persons. Any surplus material resulting from excavation and backfill operations shall be removed from the right of way. All paved surfaces shall be broomed clean of earth and other objectionable materials immediately after backfill and compaction. Existing gutter line and drainage ditches shall be replaced to their original standard or better. All excess material shall be removed prior to paving. A water tanker shall be used, as required, to sprinkle the job site to keep down dust conditions and shall be used immediately after backfill. See National Pollutant Discharge Elimination System (NPDES) Condition 30.
- 27. **DE-WATERING OPERATIONS**: If de-watering operations are required and pumps are forcing water on City of Eastvale streets, it shall be the responsibility of the Permittee or his contractor to control this water and to provide off-street barricades when necessary. See NPDES Condition 30.
- 28. UTILITY CLEARANCE NOTIFICATION: Prior to making any excavation within the City right of way and/or City easements as authorized by this Permit, the Permittee shall contact all concerned utility companies relative to the location of existing utility structures. The Permittee shall notify Underground Service Alert (USA) two working days in advance of performing excavation work by calling the toll-free number (800) 227-2600. Permits that require excavation shall be valid only after a USA inquiry identification number is issued. The USA ticket must be available for review at the job site. USA notifications are to be renewed at not more than 14 calendar day intervals. Damage to existing substructures resulting from operations conducted under this permit shall be the sole responsibility of the Permittee.
- 29. **COORDINATE WORK**: The proposed work by Permittee shall be subordinate to any other operation which the State of California, Riverside County, or the City of Eastvale may conduct in this area during the period of this permit. Permittee shall be coordinate work with the State, County, or City forces to preclude delay or interference with State, County, or City projects.
- 30. **PROTECTION OF TRAFFIC**: All excavations and work areas shall be properly signed, lighted, and barricaded as deemed necessary by the City Public Works Department and in accordance with City Road Improvement Standards and Specifications, RCO 461, Section 6 "Public Safety and Convenience" and EMC Sections 6.01 through 6.06.
- 31. EMERGENCY OPENING: The City of Eastvale reserves the right to request the Contractor to reopen the road to its full capacity in case of emergency occurring either on a State highway or adjacent roads, and when traffic delays are excessive due to contractor operations. Work may resume once the emergency is cleared and/or traffic congestion is mitigated.
- 32. **TUNNELING**: No tunneling will be permitted except on major work as may be specifically approved and set forth on the face hereof.
- 33. **NPDES**: The Permittee shall accept full responsibility for complying with all NPDES laws, regulations and requirements including the installation and maintenance of Best Management Practices (BMP's)
- 34. **TREES**: Unless specifically approved on the face of this permit, the removal or trimming of tree(s) requires a separate tree permit per EMC 12.24 "Tree Removal"; call (951) 361-0900 for additional information.
- 35. **TRAFFIC LOOP**: Please contact the City Public Works Department at (951) 361-0900, **48 hours prior to any excavation** for location of conduits and detector loops. Metal objects (such as manhole frames and lids, valve boxes, bore casings, etc.) shall not be installed within 72 inches of a traffic detector loop. Should any conduits or loops be damaged as a result of excavation, they shall be replaced within 24 hours by the Permittee as directed by the Public Works Department. Should the City elect to provide repair or replacement services, the Permittee shall be required to reimburse the City for all costs involved.
- 36. **PAVING HOURS, NOTICE, REPAIRS**: All AC overlays will be performed only between the hours of **8:30 a.m. and 3:30 p.m.** on regular City working days and in the presence of the Public Works

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inspector. Paving on days when the Eastvale City Hall is closed is prohibited (a schedule of days that City Hall is closed will be made available upon request). A **48-hour prior notice** is required for scheduling inspections for paving. Should the scheduled paving operations extend beyond the 3:30 p.m. time limit, the Permittee will be required to bear the cost of inspector overtime pay and vehicle expenses prior to receiving final release on the subject permit. All overlay paving not performed in the presence of a Public Works Inspector is subject to immediate removal and replacement at the discretion of the Public Works Department.

- 37. **PAVEMENT WIDENING**: The area between the proposed concrete gutter line and the existing road pavement shall be surfaced with 0.53 feet of A.C. paving placed on 0.83 feet of Class II aggregate base course having an "R" value of not less than 78 and in conformance with RCO 461 "Road Improvement Standards and Specifications".
- 38. **FINISHED CONCRETE**: Should the existing concrete sidewalk, curb and gutter, cross-gutter, spandrel, driveway approach or other concrete facility be damaged or removed as a result of this installation, it shall be replaced full width to the nearest weakened plane joint or at the direction of the Public Works Inspector. New concrete that is vandalized or otherwise defaced prior to acceptance by the City shall be replaced to the satisfaction of the Public Works Department. Grinding, patching or other unacceptable methods of replacement will not be permitted.
- 39. **MINIMUM COVER REQUIREMENTS**: There shall be a minimum of 30 inches of cover over all pipes or conduits including all service lines or laterals. Any installation adjacent to a drainage culvert, ditch, box culvert, etc. shall be placed a minimum depth of 12 inches below flowline.
- 40. **PAVEMENT INTEGRITY**: If the existing pavement adjacent to the trench is scarred, broken or removed during the term of this contract, the Permittee shall be required to remove and replace all broken pavement in accordance with the pavement specifications of the permit, and place a 0.167 feet thick overlay the entire width of one traffic lane. If the work encroaches on more than one traffic lane, then the entire width of each lane shall receive the paving cap.
- 41. **TRENCH/EXCAVATION**: All trench backfill and resurfacing shall be performed in accordance with the attached **TRENCH AND PAVEMENT RESTORATION DETAIL**.
- 42. **ROADWAY RECONSTRUCTION**: The Permittee substantially removing a full roadway shall provide full reconstruction of the entire roadway structural section. The aggregate base shall be Class II aggregate of appropriate thickness and 0.50' minimum. If the asphalt concrete section is 0.30' or thicker, the paving shall be as follows: leveling course of 3/4 inch maximum aggregate with medium PG asphalt, under a Type A, 3/4 inch maximum aggregate, medium PG finish course.
- 43. **TRAFFIC CONTROL**: Approval of the traffic control plan is required prior to implementing any traffic controls, lane closures and/or road closures. At a minimum, temporary traffic control during construction shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD) and any requirements of the City Public Works Department. Any work on Arterial street requires a traffic control plan prepared and stamped by a licensed traffic engineer. The Permittee is responsible to **notify the Police and Fire Department** regarding any lane and/or road closures. If necessary, the Permittee must coordinate construction schedule, proper notifications, the relocation of bus stops, etc. with the transportation services provider prior to commencing any work.
- 44. PROVISIONS FOR PEDESTRIANS: Where facilities exist, a minimum sidewalk width of four (4) feet 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.
- 45. **STREET UNDERGROUND UTILITY CROSSINGS**: All street crossings shall be cut in half-street sections to facilitate the flow of traffic. Under no circumstances shall work be performed on these crossings on Saturdays, Sundays, or holidays.
- 46. **UTILITY APPURTENANCES**: All pedestals and housings shall be placed on the property line a minimum of **10 feet** from face of curb.
- 47. **TRAFFIC INFRASTRUCTURE**: It is the responsibility of the Permittee to provide for the restoration of any traffic signing and striping or pavement markings that is disturbed as a result of this project. All

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traffic striping and pavement markings shall be thermoplastic, unless otherwise approved by the City Public Works Department.

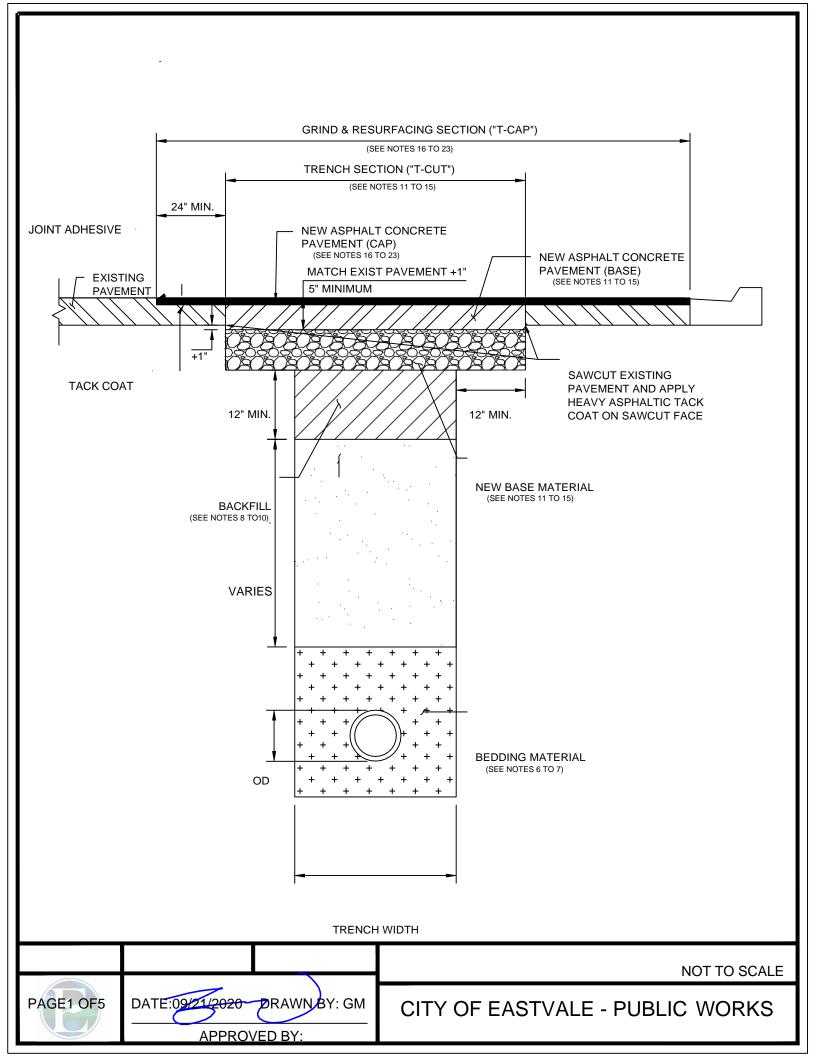
- 48. SIGHT DISTANCE: Sight distance of 600 feet in either direction shall be assured and maintained.
- 49. COMPACTION TESTS: The Permittee will be required to provide for compaction testing by a licensed soils engineer to ensure compliance with City standards for relative compaction. The City reserves the right to verify test results and reject results that conflict with those it obtains. All stages of road construction that require testing are subject to this verification at the discretion of the Public Works Inspector prior to commencing subsequent stages of construction. Failure to coordinate all necessary testing with the Public Works inspector may result in rejection of the affected compacted portion of the work.

If so required by the Public Works Inspector, compaction tests shall be made at intervals of not more than 200 feet and a minimum of one (1) test on each road. One (1) copy of each test shall be forwarded to the City Public Works Department for approval and filed prior to making permanent repairs. Compaction tests shall be made as outlined in the RCO 461 (latest edition), Standard Specifications Sections 19-5.03 and 8.02 "Relative Compaction" and Standard No. 818 "Utility Trench Backfill".

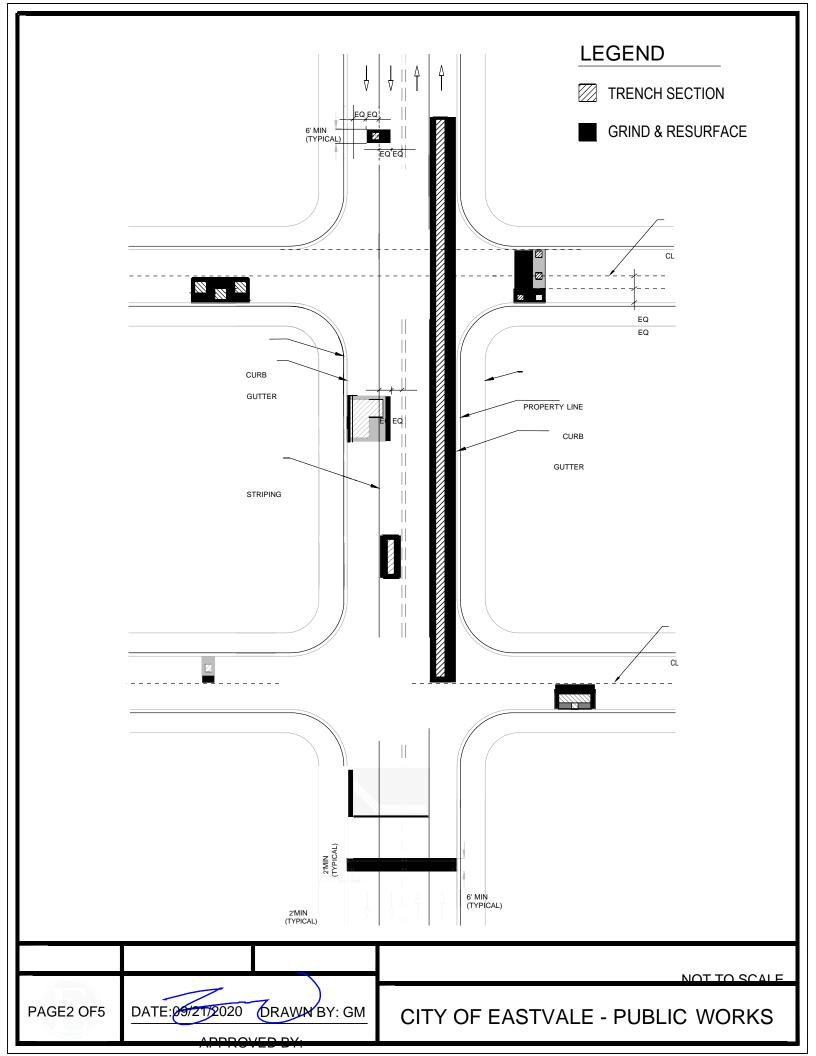
If so required by the Public Works Inspector, compaction tests shall be made for each crossing or service line. One copy of each test shall be forwarded to the City Public Works Department for approval and filed prior to making permanent repairs. Compaction tests shall be made as outlined in the RCO 461 (latest edition), Standard Specifications Sections 19-5.03 and 8.02 "Relative Compaction" and Standard No. 818 "Utility Trench Backfill".

- 50. **MATERIAL TICKET**: Material ticket for all non-native material used for trench, pavement, and other public right of way construction must be provided to the Public Works Inspector at the time of inspection. Failure to submit all necessary material tickets to the Public Works Inspector may result in rejection of the affected work.
- 51. SURVEY MONUMENTS: All street centerline and other survey monuments likely to be disturbed by construction of this project shall be perpetuated in conformance with Business and Professions Code 8771 "Surveying Practice". A completed Corner Record showing at least 4 ties to each point shall be prepared by a licensed land surveyor or registered civil engineer (prior to 1982) and submitted to the County Surveyor prior to any construction. After construction, a subsequent Corner Record shall be filed with the County Surveyor for the replacement of any monument that has been destroyed, damaged, covered, obscured, or otherwise obliterated by the construction as stated by the Board of Registration for Professional Engineers and Land Surveyor's letter dated February 28, 1997. All monuments shall be flush with the surface of the pavement and in conformance with RCO 461, Section 21 "Monuments".
- 52. **NOTIFY COUNTY SURVEYOR**: The Permittee shall notify the Riverside County Surveyor at (951) 955-6700 at least two weeks in advance of starting construction so that any precise benchmarks located within this project may be moved prior to construction.
- 53. **UTILITY RELOCATIONS**: No utility surface structures, access openings to substructures, or any other facility will be allowed in any part of proposed or existing sidewalks. All such facilities, if already existing within a sidewalk, must be removed prior to acceptance of work. If such facilities exist within the area of a proposed sidewalk, they will be removed prior to pouring of concrete. All relocations will be performed at no cost to the City and per the direction of the Public Works Inspector.
- 54. **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 City Public Works Department for review and approval. Notices must be sent to the residents and businesses a minimum of 72 hours prior to commencing work.
- 55. **TOILETS AVAILABLE**: The Permittee shall provide and maintain enclosed toilets for the use of employees at all times while work is in progress.

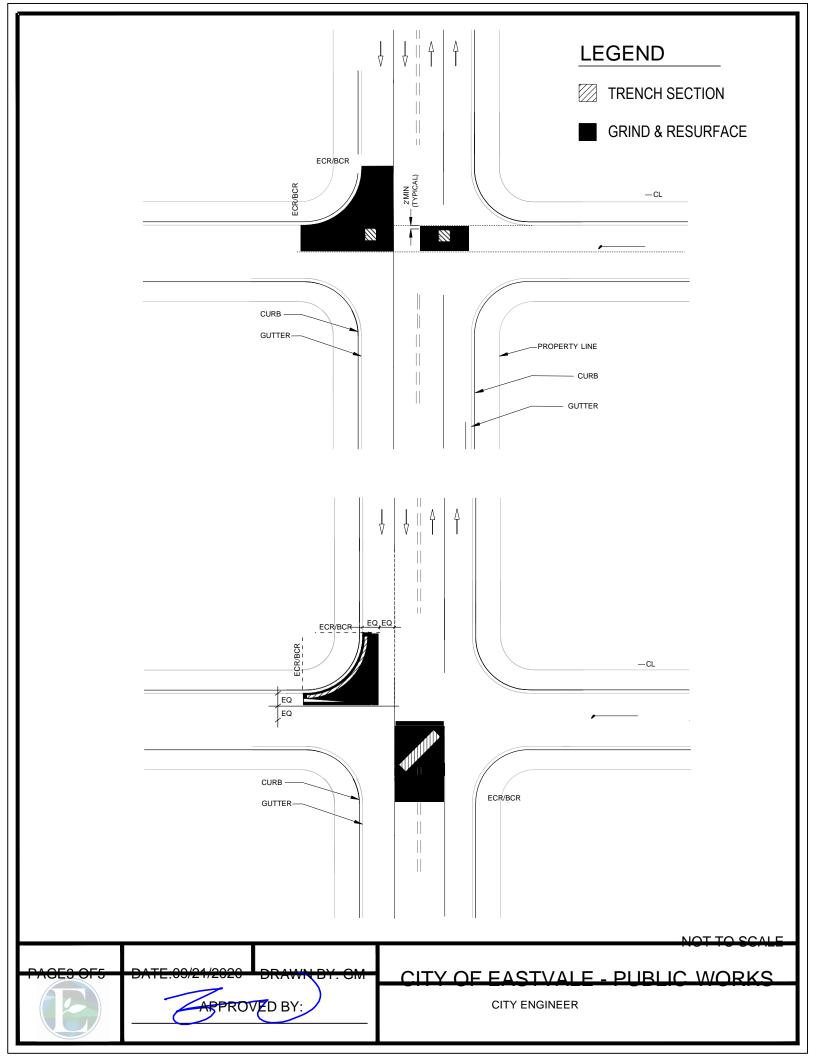
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CITY ENGINEER



CITY ENGINEER



GENERAL NOTES:

- ALL TRENCHING AND BACKFILL SHALL BE DONE IN ACCORDANCE WITH THE GREENBOOK, STANDARD SPECIFICATIONS
 FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
- ALL PAVEMENT SHALL BE SAW CUT TO A STRAIGHT EDGE PRIOR TO REMOVAL. UNDER NO CIRCUMSTANCES SHALL
 EXCAVATING EQUIPMENT BE USED TO EXCAVATE PRIOR TO CUTTING OF PAVEMENT. PRIOR TO FINAL PAVING OPERATIONS,
 ANY DAMAGE TO PAVEMENT STRAIGHT EDGE SHALL BE CORRECTED.
- 3. ALL EXCAVATIONS WITHIN THE CITY OF EASTVALE RIGHT-OF-WAY REQUIRES AN ENCROACHMENT PERMIT FROM THE ENGINEERING DEPARTMENT.
- 4. NO TRENCHING, CUTTING, POTHOLING, GRADING OR CORING WILL BE ALLOWED, EXCEPT FOR EMERGENCIES TO REPAIR LEAKS OR IF THERE IS NO OTHER REASONABLE MEANS OF PROVIDING SERVICE CONNECTIONS, IF THE STREET HAS BEEN PAVED OR RESURFACED WITHIN THE PREVIOUS <u>FIVE</u> YEARS PER THE CITY'S MUNICIPAL CODE SECTIONS 12.08.260 AND 12.08.280. FOR EXCAVATIONS THAT MEET THE EXEMPTIONS OF CITY'S MUNICIPAL CODE, PAVEMENT RESTORATION LIMITS PER REQUIREMENT 18 HEREIN WILL BE BASED ON FULL-LANE WIDTH INCREMENTS REGARDLESS OF SIZE OF EXCAVATION.
- 5. TEMPORARY AC PAVEMENT SHALL BE PLACED IMMEDIATELY FOLLOWING WORK. ALL TEMPORARY ASPHALT SHALL BE A MINIMUM 3 INCHES THICK AND SHALL BE PROPERLY COMPACTED FLUSH. ALL TEMPORARY ASPHALT MUST BE KEPT UP DAILY AT THE CONTRACTOR'S EXPENSE. IF WORK IS NOT COMPLETE BY END OF THE WORK DAY, A RECESSED STEEL PLATE SHALL BE PROVIDED MEETING THE FOLLOWING REQUIREMENTS:
 - A) TOP OF RECESSED PLATE IS FLUSHED WITH THE TOP OF ADJACENT ASPHALT,
 - B) IS SECURED AGAINST MOVEMENT BY USE OF A HOLDING DEVICE,
 - C) IS INSTALLED IN SUCH A MANNER AS TO MINIMIZE NOISE CREATION WHEN DRIVEN OVER,
 - D) EXTEND A MINIMUM OF 1 FOOT BEYOND TRENCH EDGES.
 - ADVANCE TRAFFIC WARNING SIGNS SHALL BE INSTALLED.

BEDDING:

- 6. BEDDING MATERIAL SHALL CONFORM TO GREENBOOK REQUIREMENTS AND OTHER APPLICABLE STANDARDS.
- 7. BEDDING MATERIAL SHALL BE PLACED ON FIRM AND UNYIELDING SUBGRADE PER GREENBOOK SECTION 306. SOFT, SPONGY, UNSTABLE, UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED.

BACKFILL:

- 8. EXCAVATIONS SHALL BE BACKFILLED WITH AN APPROVED CLEAN SAND WITH SE 30, CMB, CAB, CLSM OR SLURRY MIX. NATIVE SOIL MAY ONLY BE USED WITH CITY ENGINEER'S APPROVAL. CMB, CAB, SOIL SHALL BE COMPACTED TO 90% RELATIVE DENSITY AND TOP LAYER (12" MIN) SHALL BE COMPACTED TO 95% RELATIVE DENSITY. CMB, CAB SHALL BE WELL GRADED AND HANDLED IN A MANNER TO PREVENT SEGREGATION BY PARTICLE SIZE. COMPACTION REPORT MUST BE PROVIDED FOR ALL EXCAVATION WORK IN ARTERIAL AND COLLECTOR STREETS. SOIL TESTING MAY BE REQUIRED AND TO BE PROVIDED TO THE CITY INSPECTOR ON A CASE-BY-CASE BASIS.
- 9. BACKFILL SLURRY MATERIAL SHALL BE PROPERLY CONSOLIDATED, SLURRY MATERIAL FOR TRENCHES DEEPER THAN 5 FEET AND/OR NARROWER THAN 12 INCHES SHALL BE CONSOLIDATED WITH VIBRATION. BACKFILL MATERIAL SHALL BE SMOOTH AND LEVEL BEFORE PLACING BASE AND PAVEMENT.
- 10. JETTING IS NOT AN APPROVED DENSIFICATION METHOD.

TRENCH SECTION

- 11. REPLACEMENT ASPHALT CONCRETE PAVEMENT SHALL BE 1 INCH GREATER THAN EXISTING AC PAVEMENT THICKNESS OR 5 INCHES THICK WHICHEVER IS GREATER. THE DEPTH OF THE COMPACTED LIFT SHALL NOT BE GREATER THAN 4 INCHES.
- 12. B-PG 64-10 SHALL BE USED FOR ASPHALT CONCRETE PAVEMENT BASE.
- 13. AFTER THE EXCAVATION HAS BEEN BACKFILLED THE EXISTING PAVEMENT SHALL BE REMOVED TO A LINE AT LEAST 12 INCHES BACK OF THE FIRM BANKS OF THE TRENCH ("T-CUT"). EXISTING CMB OR CAB BASE MATERIAL IN THIS AREA SHALL BE COMPACTED TO 95% RELATIVE DENSITY AND NEW BASE MATERIAL SHALL BE PROVIDED WITH CAB. WHERE NO BASE MATERIAL EXISTS IN THIS AREA, THE NEW BASE MATERIAL SHALL EXTEND BEYOND THE TRENCH WIDTH TO COVER THE ENTIRE "T-CUT' AREA.IF THE EDGE OF "T-CUT" IS LESS THAN 5 FEET FROM THE GUTTER LIP, A FULL SECTION OF AC PAVEMENT SHALL BE REMOVED AND REPLACED PER REQUIREMENT 11 HEREIN.

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- 14. NEW BASE MATERIAL OF CAB SHALL MATCH THE EXISTING BASE THICKNESS, OR 7 INCHES WHICHEVER IS GREATER AND SHALL BE COMPACTED TO 95% RELATIVE DENSITY. THIS REQUIREMENT SHALL ALSO APPLY OVER SLURRY BACKFILLS UNLESS OTHERWISE APPROVED BY THE ENGINEER. "T-CUT" IS NOT REQUIRED IF AN APPROVED SLURRY MIX BACKFILL IS USED, UNLESS UNDERMINING OF ADJACENT PAVEMENT IS PRESENT. IF SLURRY TRENCH WIDTH IS LESS THAN 12 INCHES, EXISTING PAVEMENT SHALL BE REMOVED TO PROVIDE AT LEAST A 12 INCH WIDE TRENCH SECTION FOR PROPER COMPACTION OF THE BASE MATERIAL.
- 15. ASPHALT CONCRETE PAVING WILL OCCUR NO SOONER THAN 42 HOURS AFTER SLURRY BACKFILL OF TRENCH.

GRIND AND RESURFACE SECTION:

WITHIN 2 WEEKS AFTER BACKFILLING, ASPHALT CONCRETE SHALL BE COLD MILLED AND RESURFACED PERMANENTLY AS FOLLOWS:

- 16. EXISTING ASPHALT CONCRETE SHALL BE GROUND DOWN 2 INCHES, OR ONE HALF THE EXISTING PAVEMENT THICKNESS, WHICHEVER IS LESS, TO THE "T-CAP" LIMITS.
- 17. ALL CAP AC PAVEMENT SHALL BE ARHM-GG-C WITH PG 64-16 AND IS SUBJECT TO THE ENGINEER'S APPROVAL. AC USED FOR PERMANENT RESURFACING SHALL BE C2-PG 70-10 FOR THE CAP WHERE RUBBERIZED ASPHALT IS NOT REQUIRED. ALL AC MIXES ARE SUBJECT TO APPROVAL BY THE ENGINEER.
- 18. "T-CAP" LIMITS SHALL EXTEND AT LEAST 4 FEET BEYOND THE TRENCH SECTION ("T-CUT" LIMITS). "T-CAP" LIMITS SHALL INCREASE IN A HALF-LANE INCREMENTS. REFER TO PLANS ON PAGE 2 AND 3 OF THIS DETAIL FOR REQUIRED RESURFACING AREA. CHANGES TO OVERLAY WIDTHS AND AREA MAY BECOME NECESSARY DUE TO DISCREPANCIES BETWEEN PLANS AND EXISTING FIELD CONDITIONS, PROPOSED EXCAVATION ENCROACHING UPON ADDITIONAL ROAD LANES, UNANTICIPATED DAMAGE TO A ROAD CAUSED BY CONTRACTOR AND OTHER SIMILAR CONSIDERATIONS. ANY AND ALL SUCH ADDITIONAL PAVING REQUIREMENTS DEEMED NECESSARY BY THE CITY WILL BE PERFORMED AT THE FULL EXPENSE OF THE PERMITTEE.
- 19. "T-CUT" AND CORRESPONDING "T-CAP" (AS APPLICABLE) IS REQUIRED FOR ALL EXCAVATIONS.
- 20. WHERE LIMITS OF "T-CUT"S, "T-CAP"S, POT HOLES OR CORED HOLES ARE WITHIN 10 FEET OF EACH OTHER, THE PAVEMENT SURFACE RESTORATION SHALL BE COMBINED, BLENDED AND SQUARED USING "T-CAP"S. "T-CAP" LIMITS FOR POT HOLES AND CORE HOLES SHALL EXTEND A MINIMUM IF 2 FEET ALL AROUND BEYOND THE HOLES.
- 21. PAVEMENT SHALL BE LEVEL WITH ADJACENT ROADWAY ELEVATIONS AND SHALL PROVIDE A SMOOTH SURFACE PER GREENBOOK SECTION 302-5.6.2. FINAL PAVEMENT BELOW THE EXISITING SURFACE WILL NOT BE ACCEPTED. FINISH COURSE WITH DEVIATIONS EXCEEDING THE ABOVE REQUIREMENTS SHALL BE REMOVED AND REPLACED.
- 22. "T-CAP" AND PERMANENT BASE PAVING MAY BE PERFORMED ON THE SAME DAY WHEN FEASIBLE.
- 23. IF EXISTING STRIPING AND PAVEMENT MARKINGS ARE DISTURBED, THEY SHALL BE RESTORED TO MATCH EXISTING.

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