

**CITY OF CONCORD**  
**PERMIT FOR WORK WITHIN THE CITY STREET RIGHT-OF-WAY**

**GENERAL CONDITIONS OF APPROVAL**

**Updated 12/10/2021**

1. **Authority:** This Encroachment Permit is issued in accordance with Title 12 of the City of Concord Municipal Code (CMC), Chapter 12.15, Street Encroachments (incorporated herein by reference).
2. **Effective Date:** This permit shall become effective when issued by the City Engineer or his/her authorized Representative. A copy shall be furnished to Permittee. If the work or use authorized under this permit is not begun within ninety (90) days of such date, then the permit shall become void.
3. **Limitations:** This permit does not constitute a lease, deed or grant of an easement, or a fee interest by the City. It is not transferable or assignable, and is revocable at any time at the option of the City. The use authorized by this permit is limited solely to the purposes set forth herein and, except as expressly herein provided. Construction, excavation or installation of structures without specific written City approvals is not authorized. The City reserves the right to alter, add and delete from the work authorized required under this permit.
4. **Responsible Party:** No party other than the named Permittee or their agent is authorized to work under any permit.
5. **Acceptance of Provisions:** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments, and applicable provision of the CMC.
6. **Indemnification and Hold Harmless:** The Permittee shall be responsible for all liability imposed by law for personal injury or property damage proximately caused by work permitted and done by the Permittee under permit or proximately caused by failure on the Permittee's part to perform his obligations under said permit in respect to maintenance. If any claim of such liability is made against the city, its officers, or employees, the Permittee shall defend, indemnify, and hold them, and each of them, harmless from such claim insofar as permitted by law.
7. **Public Liability and Property Damage Insurance:** Insurance. Permittee shall obtain at its sole cost and keep in full force and effect during the term of this permit, and for one year thereafter, a policy of commercial general liability insurance, including coverage for contractual liability. Each such policy shall name as additional insureds the City of Concord and its officials, officers, employees, agents and volunteers, and shall insure said persons against loss or liability for damages for bodily injury, death or property damage occasioned by reason of the operations of Permittee, including in, on and about the property permitted to be occupied or used, with minimum liability limits of \$2,000,000.00 per person or per occurrence combined single limit, or some other amount acceptable to the City Attorney. The general liability insurance must be primary with respect to the additional insured; any other insurance available to the additional insured shall be excess and noncontributing. Permittee shall furnish to the City a certificate and/or insurance policy evidencing the foregoing; all policies or certificates shall be in a form acceptable to City Attorney and shall be issued by a company or companies acceptable to the City Attorney. Permittee shall increase coverage limits upon written demand of City provided that said increases are reasonable and justifiable by City.
8. **Revocation:** Encroachment Permits are revocable on five (5) days' notice, except as otherwise provided for public corporation, franchise holders and utilities. These General Provisions, Utility Maintenance Provisions, and any Encroachment Permit issued hereunder are revocable or subject to modification or abrogation at any time, without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights reserved rights, or any other agreements for operating purposes in City streets.
9. **Work Details:** Permittee's proposed work within City's right-of-way shall be in accordance with the drawing bearing the City's signed approval. This drawing is attached and is hereby made a part of this permit.
10. **Standards of Construction:** All work performed within the street shall conform to recognized standards of construction; the current Standard Specifications and Standard Plans of the City of Concord, Central Contra Costa Sanitary District, and Caltrans; and Caltrans Manual on High and Low Risk Facilities Within Street Rights-Of-Way and any Special Provisions relating thereto.
11. **Fees and Deposits:** Permittee will pay the fees, deposits and other securities to the City as shown on this permit before the permit is issued. Permittee shall also apply for and obtain a City Business License for his business operations within the City of Concord.
12. **Keep 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 MAY BE SUSPENDED IF PERMIT IS NOT AT JOB SITE.**
13. **Other Required Permits:** The party or parties to whom a permit is issued shall, whenever by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the

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State of California, CAL-OSHA, Contra Costa County, Army Corps, Department of Fish and Wildlife, or any other agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the City permit. Permittee and its contractor(s) shall obtain a City business license before beginning any work.

14. **Excavation:** All excavation requires prior notification of such activity. Permittee must contact Underground Service Alert (USA) at 811 or (800) 227-2600 to verify underground utility locations. Failure to do so will result in revocation of this permit. A copy of the USA ticket is to be kept at the job site with the permit. Contacting USA does not relieve the contractor from his responsibility to determine location and depth of buried utilities or repair of buried utilities damaged by his operation.
15. **Inspection and Approval by the Department:** All work shall be subject to monitoring inspection and approval by the City Engineer. **WORK DONE WITHOUT INSPECTION MAY HAVE TO BE REMOVED AND BE RECONSTRUCTED AT PERMITTEE'S SOLE COST AND EXPENSE.** The Permittee shall request a final inspection and acceptance of the work. Permittee shall not accept and release his Contractor for the work authorized or required by this permit before securing the approval of the City.
16. **Notice Prior to Starting Work:** Before starting work under the Encroachment Permit, the Permittee shall notify the Engineering Inspection Section representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) days, an additional two (2) working days of the notification is required before restarting work. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the Department's representative.
17. **Protection of the City's Structures or Property:** Permittee shall be responsible and liable for any and all damages to City's structures or property, due directly or indirectly to Permittee's occupation and use of City lands pursuant to this permit, and shall promptly pay any just claim therefor. Permittee shall assume the defense of and indemnify and save harmless the City, its officers, and employees from all claims, loss liens, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Permittee's occupation and use of City lands pursuant to this permit.
18. **As-Built Records:** Permittee shall provide City with As-Built drawings within fifteen (15) days after the work completion and before refundable deposit is released.
19. **Work Hours:** Hours of operation shall be 8 a.m. to 5 p.m., Mondays through Fridays only. There shall be no start-up of machines or equipment before 7:30 a.m., nor shall there be any cleaning or servicing of machines or equipment past 6 p.m., Mondays through Fridays. There shall be no noise generating activity between 5:30 p.m. a.m. each day and on Saturdays and Sundays. Exceptions to these restrictions may be granted by the City Engineer for one of the following reasons:
  - a) Emergency work.
  - b) Work during inclement weather.
20. **Provisions for Pedestrians:** Where facilities exist, a minimum sidewalk and bike path 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.
21. **Protection of Traffic:** Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of the California Manual on Uniform Traffic Control Devices issued by Caltrans. Nothing in the permit is intended, as to third parties, to impose on Permittee any duty, standard of care, greater than or different than the duty or standard of care imposed by law. All traffic control plans, including lane closure charts, shall be reviewed and approved by the City prior to implementation. There shall not be traffic interruptions between 4:30 p.m. to 8:30 a.m. and during weekends. During construction operation, at least one lane of traffic in each direction shall be left open at all times. NOTE: Lane closures will not be permitted during rain events without prior approval by the City Engineer. Driveway access to fronting and adjacent properties shall be maintained at all times.
22. **Minimum Interference with Traffic:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The Permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the instructions to Flagging Instructions Handbook and/or California Manual on Uniform Traffic Control Devices issued by Caltrans.

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23. **No Parking Signs:** No Parking signs may be posted only for the day(s) of actual work through the length of the no parking zone. No Parking signs shall be removed on day(s) when parking restriction is not required. **No Parking signs must be posted at least 72 hours in advance of the effective time.**
24. **Erosion and Sediment Control:** Permittee shall comply with the requirements and best management practices as required by the State of California Regional Water Quality Control Board and the City's Stormwater (NPDES) Permit. This includes protection of all catch basins and drainage facilities in the vicinity of construction, maintenance of existing flow lines and curb drainage.
25. **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.
26. **Making Repairs:** In every case, the Permittee shall be responsible for restoring to its former condition, as nearly as may be possible, any portion of the City street facility which has been excavated or otherwise disturbed by Permittee. The Permittee shall maintain the surface over facilities placed under any permit. If the right-of-way is not restored as herein provided for, or if the City elects to make repairs, Permittee agrees by acceptance of permit to bear the actual cost thereof.
27. **Sidewalk Access Ramps:** If Permittee damages, alters or replaces any portion of an existing sidewalk ramp, Permittee shall be required to reconstruct the existing access ramp in compliance with current ADA standards.
28. **Monument Preservation:** Permittee shall not disturb any existing survey monuments within the City right-of-way. Monuments that are disturbed/removed shall be restored/replaced in accordance with the provisions of Section 8771 of the State of California Business and Professional Code at no cost to the City.
29. **Clean Up Right-of-Way:** Permittee shall, at all times, keep City's lands in good and slightly condition, so far as the same may be affected by Permittee's operation hereunder. Upon completion of the work, all brush, timber, scraps, material, etc. shall be entirely removed and the right-of-way shall be left in as presentable a condition as existed before work started. The complete removal of USA markings shall be performed within two (2) working days after completion of the excavation, backfill and surface restoration. Additional site inspections and permit charges may be incurred until markings are removed and site cleaned. Permit deposits and securities may be forfeited for failure to clean the right-of-way and markings.
30. **Cost of Work:** Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the right-of-way pursuant to this permit shall be borne by the Permittee, and Permittee hereby waives all claims for indemnification or contribution from the City for such work.
31. **Warranty:** All improvements, construction, reconstruction, repairs and other work performed within the City's right-of-way shall be warranted to be free from defects for a minimum period of one (1) year after the City's final inspection and acceptance. Permittee shall undertake necessary corrective work and repairs within ten (10) working days of receipt of City's notice of defective work and shall complete repairs and corrective work diligently.
32. **Hazardous Materials:** Permittee, at its sole cost and expense, shall be responsible for proper containment, handling, and disposal of any hazardous material found and/or released by Permittee's operation, even if due to unforeseen conditions. Permittee shall notify the City and the County Department of Public Health immediately upon discovery of any suspected hazardous material and shall undertake necessary protective work to safeguard public health and welfare.
33. **Trenching Footage:** Maximum length of trench shall be limited to 200 feet. Up to 500 feet of lane closure to set up traffic control devices will be allowed. Additional trenching will be allowed only after the previous trench area is properly backfilled and paved.
34. **Trench Plates:** All trench plates proposed to be in place longer than 24 hours shall be reviewed and approved prior to placement. Trench plates shall be tack-welded to prevent movement and shall be recessed to match the existing roadway surface, as required by the Inspector. If rain is forecast, plates shall have non-skid surface.
35. **Traffic Signal Loop Detectors:** If Permittee damages existing in-pavement loop detectors, or associated traffic signal detection components, Permittee shall restore the affected approach(es) with detection components conforming with the City's current standard of **video detection cameras**, including any components required for a fully operational system. The affected approach(es) shall be fully functional prior to final permit inspection and acceptance.

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**36. Additional Requirements:**

- a. No storage of equipment or construction material shall be permitted on City streets.
- b. If the subject project conflicts with other City work in the area, the City's contractor shall have the right to the site in case of a conflict.
- c. Effective dust and sediment control measures approved by the City Engineer shall be used 24 hours a day. Streets shall be swept clear of dirt and debris at the end of each working day.

- END DOCUMENT -