



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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Evan Nikirk, PE
Director

Kelly Garcia, PE
Assistant Director

ENCROACHMENT PERMIT GENERAL PROVISIONS

1. **Authority:** This permit is issued in accordance with Chapter 13.04 of the Mono County Code.
2. **Revocation:** Terms and conditions for any encroachment permit issued are revocable or subject to modification at any time. However, prior rights, including those evidenced by joint use agreement, franchise rights, or reserved right for operating purposes in a grant of highway easement are not subject to revocation.
3. **Term:** The term of each encroachment permit shall expire 24 months from the date issued, with further understanding that an extension not to exceed 24 months may be granted subject to approval by the Public Works Director. Such a request for extension must be submitted in writing 30 days prior to the permit expiration date. All improvements must be constructed and accepted by the Department of Public Works prior to permit expiration.
4. **Responsible Party:** No party other than the Permittee or Permittee's contractor is authorized to work under this permit. Permittee is fully responsible for all expenses related to project improvements.
5. **Acceptance of Provisions:** It is understood and agreed by Permittee that performance of any work related to, or maintenance of improvements constructed under, this encroachment permit shall constitute an acceptance of the provisions of the encroachment permit and all attachments.
6. **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 kind of encroachment to be erected within the County right-of-way or County roadways.
7. **Notice Prior to Starting Work:** Under this permit, the Permitted shall notify the Department of Public Works at least 48 hours prior to the initial start of work.
8. **Keep Permit at the Work Site:** This permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the Department of Public Works or any law enforcement officer upon demand.
9. **Permits From Other Agencies:** The party or parties to whom this permit is issued shall, whenever the same is required by law, secure the written order or consent to any work hereunder from the Public Utilities Commission of the State of California, CAL-OSHA, or any other public agency having jurisdiction, and this permit shall not be valid until such order or consent is obtained.
10. **Protection of Traffic:** Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights, and other safety devices and measures required for public safety shall comply with the requirements of Section 21401 of the Vehicle Code and of any sign manual issued by the California Department of Transportation. Nothing in this permit is intended to impose on the Permittee a different or higher standard of care than that required by law.
11. **Minimum Interference with Traffic:** All work shall be planned and scheduled so that there will be the least possible inconvenience to the traveling public. For full or partial lane closures, Permittee is directed to place flagmen to stop and warn traffic for necessary protection to public safety, but traffic shall not be unreasonably delayed. The road shall not be closed or traffic lanes

blocked unless specifically authorized by this permit or without first obtaining permission from the Department of Public Works. When permission is obtained, the Permittee shall notify the California Highway Patrol, Mono County Sheriff's Department, and local fire department prior to road closure.

12. **Storage of Materials:** No material shall be stored within eight feet from the edge of pavement or traveled way or within the shoulder line where the shoulders are wider than eight feet.
13. **Clean Up Right-Of-Way:** Upon completion of the work, or as otherwise directed, all debris, brush, timber, scraps, construction material, etc., shall be entirely removed from the County right-of-way and the roadway left in as presentable condition as existed before work started.
14. **Standards Of Construction:** All work performed within the County roadway shall conform to the requirements of the Department of Public Works, and is subject to inspection and approval by an authorized representative of the Department of Public Works.
15. **Expense of Inspection:** The Permitted will be billed for actual costs of inspection; such costs will include salaries, travel expenses, incidental expenses, and overhead.
16. **Future Moving of Installation:** It is understood by the Permittee that future construction, reconstruction, or maintenance work in the County right-of-way may require that the installation provided for herein be moved or altered and that such improvements shall be immediately moved by and at the sole expense of, the Permittee, upon request by the Department of Public Works.
17. **Liability for Damages:** Permittee is responsible for all liability for personal injury or property damage which may arise out of the performance of work permitted herein, or the encroachment to be maintained hereunder, or which may arise out of failure on the Permittee's part to perform his obligations under this permit with respect to maintenance. In the event any claim of such is made against the County of Mono, its officers, and/or employees, Permittee shall defend, indemnify and hold them and each of them harmless from such claim. Nothing herein is intended to impose on the Permittee any different or higher standard of care than that required by law.
18. **Bonding:** This encroachment permit shall not be effective for any purpose unless and until the Permittee files with the Department of Public Works a Faithful Performance Bond or other acceptable surety in the amount established by the Department of Public Works, to ensure that the work will be done in conformance with the permit. Surety is not ordinarily required of any public corporation of a publicly- or privately-owned utility, but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under a permit or fails to maintain its plant, work, or facilities.
19. **Making Repairs:** In every case, the Permittee shall be responsible for restoring to its former condition any portion of the County roadway which has been excavated or otherwise disturbed except where the Department of Public Works elects to make repairs to paving and except where provision to the contrary is made in the permit. If the roadway is not restored as provided herein, or if the Department of Public Works elects to make repairs, Permittee agrees by acceptance of the permit to bear the cost liability.
20. **Maintenance:** By the acceptance of this permit, Permittee agrees to exercise reasonable care to properly maintain any encroachment placed in the County right-of-way or County roadway and to exercise reasonable care in inspection of, and immediate repair of, any portion of the County right-of-way or County roadway which is damaged as a result of the construction or maintenance of the encroachment completed under this permit. Such inspection and repair shall apply to any and all injury to the County right-of-way or County roadway which would not have occurred had such work not been done or such encroachment not placed therein.
21. **Sedimentation and Erosion Control:** Permitted shall ensure that no sediment or erosion shall impact adjoining County right-of-way, watercourses, or properties during construction. Areas disturbed in the County right-of-way as a result of this permit shall be stabilized against future erosion by a method approved by the Department of Public Works.