

AGREEMENT**(Double L Mobile Ranch Park Water Service Project)**

This Agreement (Double L Mobile Ranch Park Water Service Project) ("Agreement") is effective April 23, 2019 ("Effective Date") by and between the CITY OF KERMAN, a municipal corporation in the State of California ("City"), and the COUNTY OF FRESNO, a political subdivision of the State of California ("County"). City and County each are a "Party" to this Agreement; and City and County collectively are the "Parties" to this Agreement.

RECITALS

The City proposes to install a water main along Goldenrod Avenue from the Union Pacific Railroad (UPRR) south to California Avenue and California Avenue from Goldenrod Avenue east to Floyd Avenue and Floyd Avenue south to Church Avenue and Church Avenue east to the entrance of the Double L Mobile Ranch Park known as the Double L Mobile Ranch Park Water Service Project ("Project"), as illustrated (but not to scale) on the site map, which is attached hereto and incorporated into this Agreement as Exhibit 1;

The City will repair and/or maintain the Project, and repair and/or restore the affected roadways located within the unincorporated area of Fresno County, as provided in this Agreement; and

To assure the County that the City undertakes these maintenance, repair and/or restoration obligations, and assumes all financial responsibility for the Project, the Parties enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein described, the parties hereto agree as follows:

1. The City shall undertake, and shall assume all financial responsibility for, all repairs and/or all restorations to all roads located in the unincorporated area required due to, or as a result of, the installation or operation of the Project including, but not limited to, any and all repairs and/or restorations to roadways and pavement for such roads, and related right-of-ways, drainage facilities, signing, traffic signals, stenciling, striping, pavement markings, and pedestrian facilities and improvements (collectively, the "County Roads"), all of which repairs and/or restorations (collectively, "Road Repairs") shall restore the County Roads to their original condition as of the Date of Notice of

1 Completion (defined below) for the Project, and shall be promptly performed and completed to the
2 satisfaction of the County's Director of Public Works and Planning or his or her designee ("County's
3 Director").

4 The City shall undertake, and shall assume all financial responsibility for, all maintenance, repair,
5 and restoration of the Project, including every part thereof, so that the Project is at all times kept in good
6 and safe condition, working order, and repair, subject to its state of partial completion if the Project is not
7 yet completed, and its state of ordinary wear and tear if the Project is completed. All such maintenance,
8 repair, and restoration work shall be promptly performed and completed to the satisfaction of the
9 County's Director.

10 The Parties agree that this Agreement shall include the encroachment permit, including all of its
11 requirements, restrictions (except that any restrictions relating to the period that the encroachment
12 permit is in effect shall be disregarded for purposes of this Agreement), provisions, terms and
13 conditions, as well as the addendum thereto, to be issued by the County to the City, or its construction
14 contractor, for the Project ("Encroachment Permit"), an unexecuted form of which, subject to the
15 completion of certain identifying information, is attached hereto as Exhibit A, and the Encroachment
16 Permit, once issued by the County (except that any restrictions relating to the period that the
17 encroachment permit is in effect shall be disregarded for purposes of this Agreement) shall be
18 incorporated into this Agreement ("Incorporated Encroachment Permit Requirements"). The City
19 assumes all of the obligations of the applicant (also referred to as the permittee) under the Incorporated
20 Encroachment Permit Requirements, and agrees to comply with all of the Incorporated Encroachment
21 Permit Requirements as additional obligations of the City under this Agreement.

22 The City's obligations under this Agreement shall remain in full force and effect with respect to
23 the Project unless and until the City annexes the Project into the City's jurisdiction, provided however, if
24 the City from time to time annexes any portion of the Project into the City's jurisdiction, only such
25 annexed portion or portions of the Project shall be considered as annexed into the City's jurisdiction, but
26 as to the remainder of the Project not annexed into the City's jurisdiction, the City's obligations under
27 this Agreement shall remain in full force and effect with respect to the remainder of the Project.

28 Notwithstanding anything to the contrary in this Agreement or the Encroachment Permit, the

1 County's acceptance of the Project and/or the expiration of the Encroachment Permit and/or the
2 revocation of the Encroachment Permit shall not cause any of the Incorporated Encroachment Permit
3 Requirements to terminate, diminish, or otherwise expire as such Incorporated Encroachment Permit
4 Requirements are incorporated in this Agreement as additional obligations of the City under this
5 Agreement. Any references to the Encroachment Permit in this Agreement are subject to, and include,
6 the foregoing provisions of this paragraph.

7 2. The City agrees that the City's contract for the construction of the Project, including the
8 award of the construction contract by the Kerman City Council to the City's contractor, any change
9 orders and riders and addenda to such construction contract, and any related plans and specifications
10 and field directives for the Project, shall be subject to this Agreement and the Incorporated
11 Encroachment Permit Requirements.

12 3. The City shall additionally undertake the following obligations under this Agreement:

13 a. The City guarantees and warrants to and in favor of the County, at no cost to the
14 County, that the construction, installation, materials, and workmanship of the Project, as a whole,
15 and each and every part thereof including the Road Repairs, without exception or qualification, is
16 and shall be free from all faults, defects, and deficiencies ("Warranty"), for at least one (1) year
17 commencing from the date that the notice of completion of the Project is recorded by the City or
18 its contractor in the Office of the Fresno County Recorder against the Project ("Date of Notice of
19 Completion"), and the City delivers a copy of the recorded notice of completion to the County
20 (collectively, the "Warranty Period"). Such Warranty to and in favor of the County shall
21 additionally include and cover during the Warranty Period, at no cost to the County, any and all
22 damage, blow-outs, sink holes, separations, depressions, settlement, buckling, subsidence and
23 the like, under or in the vicinity of the Project, provided that such event or events are related to or
24 a result of the installation or operation of the Project, all of which the City shall promptly repair
25 and restore to its original condition as of the Date of Notice of Completion, all to the satisfaction
26 of the County's Director. The expiration of the Warranty shall not affect the City's obligations
27 under the remainder of this Agreement.

28 b. Any of the County's requests to the City for pavement repairs shall be promptly

1 attended to by City maintenance forces, and in any event within seventy two (72) hours or less of
2 such requests, upon the County's Director's informal communication, which may be by
3 telephone, text, or other electronic messaging or communication, to City's Director of the
4 Department of Public Works or his or her designee ("City's Director").

5 c. The City shall promptly pay all costs incurred by the County in performing any
6 emergency Road Repairs related to or resulting from the installation or operation of Project that
7 the County's Director determined that the County needed to perform before repair thereof by the
8 City.

9 d. All permanent pavement installed as part of the Road Repairs shall be HMA (hot
10 mix asphalt). Cold mix asphalt is allowed only as a temporary measure to make the road
11 passable during the reasonable time that it takes the City to make a permanent Road Repair.

12 e. The City shall amend its map for Underground USA Alert (USA Alert) boundaries
13 to include the Project, and promptly give notice thereof to USA North, and any other affected
14 governmental agencies and utilities.

15 Notwithstanding anything to the contrary in this Agreement, the County's rights and remedies
16 under the Encroachment Permit are not limited by the provisions of this Agreement. The County may,
17 independently of this Agreement, exercise its rights and remedies directly under the Encroachment
18 Permit, and such exercise thereof by the County shall not limit the County's rights and remedies under
19 this Agreement, including the Incorporated Encroachment Permit Requirements.

20 4. In the event that a Party determines that the other Party is in breach of, or default under, this
21 Agreement, or any part hereof ("Defaulting Party"), the aggrieved Party may give the Defaulting Party
22 notice thereof, which notice shall include the reason therefor, and if the Defaulting Party does not cure
23 same to aggrieved Party's satisfaction within thirty (30) calendar days of such notice, the aggrieved
24 Party may, without a waiver of any other remedies that exist in law or equity or under this Agreement, do
25 any or all of the following:

26 a. Exercise any and all rights or remedies under this Agreement, or at law or equity,
27 or institute other proceedings against the Defaulting Party, including, without limitation, bringing
28 an action or actions from time to time for specific performance, and/or for the recovery of

1 damages, and/or for such other and further relief as the court may order against the Defaulting
2 Party.

3 b. As to the County only, the County may enforce the City's compliance with any or
4 all of the Incorporated Encroachment Permit Requirements as additional obligations of the City
5 under this Agreement.

6 5. Any waiver by a Party of any breach of, or default under, any one or more of the terms of
7 this Agreement shall only be effective if given in writing by such waiving Party and referencing this
8 Section 5. Any such waiver by such Party shall not be construed to be a waiver of any subsequent or
9 other breach of, or default under, the same or of any other term of this Agreement.

10 6. The County's Director and the City's Director may meet and confer in an attempt to resolve
11 any disputes between the Parties, but, such meet and confer shall not suspend the time for performance
12 of a Defaulting Party under this Agreement.

13 7. This Agreement may not be modified except in writing signed by both Parties.

14 8. The County shall indemnify, hold harmless and defend the City and each of its officers,
15 officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures,
16 costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury,
17 death at any time and property damage) incurred by the City, the County or any other person, and from
18 any and all claims, demands and actions in law or equity (including attorney's fees and costs, and
19 litigation expenses), arising from or related to the negligent or intentional acts or omissions of the
20 County or any of its officers, officials, employees, agents, volunteers, or contractors in the County's
21 performance of this Agreement. Nothing herein shall constitute a waiver by County of governmental
22 immunities including California Government Code Section 810 et seq.

23 The City shall indemnify, hold harmless and defend the County and each of its officers,
24 officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures,
25 costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury,
26 death at any time and property damage) incurred by the City, the County or any other person, and from
27 any and all claims, demands and actions in law or equity (including attorney's fees and costs, and
28 litigation expenses), arising from or related to the negligent or intentional acts or omissions of the City or

1 any of its officers, officials, employees, agents, volunteers, or contractors in the City's performance of
2 this Agreement. Nothing herein shall constitute a waiver by City of governmental immunities including
3 California Government Code Section 810 et seq.

4 If there is concurrent negligence by the County or any of its officers, officials, employees,
5 agents, volunteers or contractors, and the City or any of its officers, officials, employees, agents,
6 volunteers, or contractors the liability for any and all such claims, demands and actions in law or equity
7 (including attorney's fees and costs, and litigation expenses) for such losses, fines, penalties, forfeitures,
8 costs and damages shall be apportioned under the State of California's theory of comparative
9 negligence.

10 This Section 8 survives the termination of this Agreement.

11 9. Both the County and the City represent that they maintain insurance policies or self-
12 insurance programs to fund their respective liabilities hereunder for the types and in the amounts not
13 less than that described in Section 10, below, under "Insurance." Those respective programs or policy
14 coverage for Workers' Compensation shall contain a waiver of subrogation as to the other Party and its
15 officers, officials, agent, employees and volunteers as follows:

16 For the policy of workers' compensation insurance required by this Agreement, the waiving Party
17 hereby waives its right to recover from the other Party, and its officers, officials, agent,
18 employees and volunteers, any amounts paid by such insurance. The waiving Party is solely
19 responsible to obtain any endorsement to such policy that may be necessary to accomplish such
20 waiver of subrogation, but the waiving Party's waiver of subrogation under this paragraph is
21 effective whether or not the waiving Party obtains such an endorsement.

22 Upon the Parties' execution of this Agreement, each Party shall provide proof of self-insurance,
23 or any other certificates of insurance that may be required hereunder if either Party is not self-insured,
24 including changing the policies described herein to name the other Party as an additional insured (as
25 applicable below), or other similar documentation, as part of this Agreement.

26 10. If the City contracts all, or any part, of its obligations under this Agreement, the City shall
27 include the following indemnification, defense, insurance and intended third party beneficiary
28 requirements in all contracts with each contractor:

1 "Indemnification. To the fullest extent allowed by law, including California Civil Code
2 Section 2782, the Contractor shall indemnify, hold harmless, and defend the City of Kerman, the
3 County of Fresno, and each of their respective officers, officials, employees, agents and
4 volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages
5 (whether in contract, tort or strict liability, including but not limited to personal injury, death at any
6 time and property damage) incurred by the City of Kerman, the County of Fresno, the Contractor,
7 or any other person, and from any and all claims, demands and actions in law or equity
8 (including attorney's fees and costs, and litigation expenses), arising from or related to the
9 negligent or intentional acts or omissions of the Contractor or any of its officers, employees,
10 agents, or contractors in the performance of this Contract. The Contractor's obligations under
11 the preceding sentence shall apply regardless of whether the City of Kerman, the County of
12 Fresno, or any of their respective officers, officials, employees, agents or volunteers are
13 passively negligent, but shall not apply to the extent of any loss, liability, fines, penalties,
14 forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of
15 the City of Kerman, the County of Fresno, or any of their respective officers, officials, employees,
16 agents or volunteers. If the Contractor subcontracts all, or any part, of the work to be performed
17 under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless
18 and defend the City of Kerman and the County of Fresno and each of their respective officers,
19 officials, employees, agents and volunteers in accordance with the terms of this section entitled
20 "Indemnification." This section entitled "Indemnification," survives the termination or expiration of
21 this Contract.

22 Insurance. During the term of this Contract, the Contractor shall pay for and maintain in full
23 force and effect all policies of insurance described below with an insurance company(ies) either
24 (i) admitted by the California Insurance Commissioner to do business in the State of California
25 and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by the City of
26 Kerman Risk Manager or his/her designee. Insurance limits available to the City of Kerman and
27 the County of Fresno, and their respective officers, officials, employees, agents and volunteers
28 as additional insureds, shall be the greater of the minimum limits specified herein or the full limit

1 of any insurance proceeds available to the named insured. The Contractor shall maintain in full
2 force and effect the following policies of insurance:

3 (i) COMMERCIAL GENERAL LIABILITY insurance, which shall be on the most current
4 version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG
5 00 01 and include insurance for "bodily injury," "property damage" and "personal and
6 advertising injury" with coverage for premises and operations (including the use of owned
7 and non-owned equipment), products and completed operations, and contractual liability
8 (including, without limitation, indemnity obligations under this Contract) with limits of not less
9 than the following:

10 \$2,000,000 per occurrence for bodily injury and property damage;

11 \$4,000,000 annual aggregate for bodily injury and property damage;

12 \$2,000,000 per occurrence for personal and advertising injury;

13 \$4,000,000 annual aggregate for personal and advertising injury;

14 \$2,000,000 per occurrence for products and completed operations;

15 \$4,000,000 annual aggregate for products and completed operations; and

16 \$4,000,000 general aggregate applying separately to the work performed under
17 this Contract.

18 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be on the most current
19 version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and
20 include coverage for any auto used in connection with this Contract with limits of not less
21 than \$1,000,000 per accident for bodily injury and property damage.

22 (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

23 (iv) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident,
24 \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

25 (v) PROFESSIONAL LIABILITY - If CONTRACTOR employs licensed professional staff,
26 (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability (if
27 Design/Build), with limits no less than Two Million Dollars (\$2,000,000) per occurrence or
28 claim, and Three Million Dollars (\$3,000,000) policy aggregate.

1 (vi) CONTRACTOR'S POLLUTION LIABILITY – Contractors' Pollution Legal Liability and/or
2 Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental
3 hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy
4 aggregate.

5 (vii) The policies of insurance described above shall be endorsed to provide an unrestricted
6 thirty (30) calendar day written notice in favor of the City of Kerman of any policy
7 cancellation, change or reduction or coverage, except for the Worker's Compensation policy
8 which shall provide a ten (10) calendar day written notice of any cancellation, change or
9 reduction of coverage. If any policies are due to expire during the term of this Contract, the
10 Contractor shall renew the policy, and provide a new certificate and all applicable
11 endorsements evidencing renewal of that policy not less than fifteen (15) calendar days
12 before the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker,
13 or agent of a notice of cancellation, change or reduction in coverage, the Contractor shall
14 obtain replacement insurance meeting the insurance coverage requirements of this
15 Contract, so that there is no gap in such insurance coverage, and file with the City of
16 Kerman a new certificate and all applicable endorsements for that replacement policy(ies).

17 The General Liability and Automobile Liability Insurance policies shall be written on an
18 occurrence form and shall name the City of Kerman, the County of Fresno, and their respective
19 officers, officials, agents, employees and volunteers as additional insureds. Those policy(ies) of
20 insurance shall be endorsed so that the Contractor's insurance is primary and no contribution is
21 required of the City of Kerman or the County of Fresno.

22 For the policy of workers' compensation insurance required by this Contract, Contractor
23 hereby waives its right to recover from the City of Kerman, the County of Fresno, and their
24 respective officers, officials, agents, employees and volunteers any amounts paid by such
25 insurance. The Contractor is solely responsible to obtain any endorsement to such policy that
26 may be necessary to accomplish such waiver of subrogation, but the Contractor's waiver of
27 subrogation under this paragraph is effective whether or not the Contractor obtains such an
28 endorsement.

1 The Contractor shall furnish the City of Kerman with the certificate(s) and applicable
2 endorsements for ALL required insurance before the commencement of work by the Contractor.

3 The Contractor shall furnish the City with copies of the actual policies upon the request of
4 the City of Kerman Risk Manager at any time during the term of this Contract, and this
5 requirement survives the termination of this Contract.

6 If at any time during the term of this Contract, the Contractor fails to maintain the required
7 insurance in full force and effect, all work under this Contract shall be suspended immediately,
8 and all payments due or that become due to Contractor shall be withheld until notice is received
9 by the City of Kerman that the required insurance has been restored to full force and effect and
10 that the premiums for that insurance have been paid for a period satisfactory to the City of
11 Kerman. Any failure to maintain the required insurance is sufficient cause for the City of
12 Kerman's termination of this Contract.

13 If the Contractor subcontracts all, or any part, of the work or services to be performed under
14 this Contract, the Contractor shall require each subcontractor to provide insurance protection in
15 favor of the City of Kerman, the County of Fresno, and their respective officers, officials,
16 employees, agents and volunteers in accordance with the terms of each of the preceding
17 paragraphs in this section entitled "Insurance," except that the subcontractors' certificates and
18 endorsements shall be on file with Contractor and the City of Kerman before the commencement
19 of any work by the subcontractor.

20 Intended Third Party Beneficiary. The parties do intend for the County of Fresno to be a
21 third party beneficiary under this Contract and all rights, interest, and benefits of this Contract
22 accrue to the County of Fresno."

23 11. It is understood that time is of the essence in the City's performance of all obligations under
24 this Agreement.

25 12. The City shall pay for all fees applicable to the Project and the Encroachment Permit, and
26 shall comply with all federal, state, and local laws, including the County's ordinance code, and
27 regulations applicable to the performance of its obligations under this Agreement, including the
28 Incorporated Encroachment Permit Requirements.

1 13. The persons and their addresses having authority to give and receive notices under this
2 Agreement include the following:

<u>County</u>	<u>City</u>
County of Fresno	City of Kerman
Director of Public Works and Planning	City Manager
Department of Public Works and Planning	850 S. Madera Avenue
2220 Tulare Street, 6 th Floor	Kerman, CA 93630
Fresno, CA 93721	

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8 Any and all notices between the County and City provided for or permitted under this Agreement
9 must be in writing and delivered either by personal service, by first-class United States mail, or by an
10 overnight commercial courier service. A notice delivered by personal service is effective upon service to
11 the recipient Party. A notice delivered by first-class United States mail is effective three (3) of the
12 recipient Party's business days after deposit in the United States mail, postage prepaid, addressed to
13 the recipient Party. A notice delivered by an overnight commercial courier service is effective one (1)
14 recipient Party business day after deposit with the overnight commercial courier service, delivery fees
15 prepaid, with delivery instructions given for next day delivery, addressed to the recipient Party. For all
16 claims arising out of or related to this Agreement, nothing in this Section 13 establishes, waives, or
17 modifies any claims presentation requirements or procedures provided by law, including but not limited
18 to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section
19 810.

20 14. In performance of the work, duties and obligations assumed by the City under this
21 Agreement, it is mutually understood and agreed that the City, including any and all of City's officers,
22 agents, and employees and contractors will at all times be acting and performing as an independent
23 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee,
24 joint venturer, partner, or associate of the County.

25 15. This Agreement may be executed in one or more counterparts, each of which when executed
26 shall be deemed to be an original, and such counterparts shall together constitute one and the same
27 instrument. Each Party represents to the other Party that the individual executing this Agreement is duly
28 authorized to execute and deliver this Agreement on behalf of his or her respective Party.

1 16. The provisions of this Agreement are severable. The invalidity or unenforceability of any one
2 provision in this Agreement does not affect the other provisions.

3 17. Each party acknowledges that it has read and fully understands the content of this
4 Agreement. This Agreement represents the entire and integrated agreement between the parties with
5 respect to the subject matter covered by this Agreement and this Agreement supersedes all prior
6 negotiations, representations, agreements (including, without limitation, any prior annexation and right-
7 of-way maintenance agreements to the extent they address responsibility for the normal maintenance of
8 any dual jurisdictional City-County roads), and communications, either written or oral.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

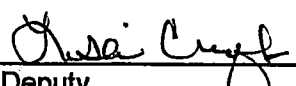
2 CITY OF KERMAN,
3 A Municipal Corporation

COUNTY OF FRESNO,

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7 John Kunkel
City Manager

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11 Nathan Magsig, Chairman
12 Board of Supervisors
13 of the County of Fresno

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16 ATTEST: Bernice E. Seidel
17 Clerk of the Board of Supervisors
18 County of Fresno, State of California

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21 By: 
22 Deputy

23
24
25 FOR ACCOUNTING USE ONLY
26 Fund:
27 Subclass:
28 Org. No.
Account

Document Path: F:\2013113-119\GIS\13-119-Exhibit1.mxd



Project Limits



City Limits

0 750 1,500 Feet

Double L Mobile Ranch Park Water Service
Exhibit 1

Yamada & Horn
Engineering, Inc.
LAND SURVEYING & PLANNING



EXHIBIT A

DOUBLE L MOBILE RANCH PARK WATER SERVICE

ALONG

CALIFORNIA AVENUE FROM GOLDENROD AVENUE TO FLOYD AVENUE

FLOYD AVENUE FROM CALIFORNIA AVENUE TO CHURCH AVENUE

CHURCH AVENUE FROM FLOYD AVENUE TO DOUBLE L MOBILE RANCH PARK

ROAD ENCROACHMENT PERMIT FOR THE CITY OF KERMAN

AS ISSUED BY

THE COUNTY OF FRESNO



ROAD ENCROACHMENT PERMIT

COUNTY OF FRESNO
ROAD MAINTENANCE AND OPERATIONS DIVISION
MAILING ADDRESS: 2220 TULARE STREET, 6TH FLOOR, FRESNO, CA 93721
OFFICE LOCATION: SOUTHWEST CORNER OF TULARE
& 'M' STREETS, SUITE B

In compliance with County of Fresno Ordinance Nos. 13.04040, 13.08.010 and Chapter 5.5 of Division 2 of the Streets and Highways Code, the undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on the County right-of-way by performing the following work.

PROJECT INFORMATION

Permit Title: Double L Mobile Ranch Park Water Main

Permit No: EP18-0301

Location of Proposed Work: W CALIFORNIA AVE,
FLOYD AVE & CHURCH AVE

Folder No.: 18 103428
For Inspection Service:
Phone: (559) 600-4240
Fax: (559) 600-4203
EncroachmentPermits@co.fresno.ca.us

Description of Proposed Work:

Authorization is granted to place and utilize traffic control devices within the County of Fresno Road right of way for installing a new water main and related facilities in accordance with the accepted project plans and specifications for the City of Kerman's "Double L Mobile Ranch Park Water Main Project and the provisions of this permit.

This project will be charged for traffic control on top of the permit fee at \$105.00 plus \$28.00 per calendar day for any signage placed within the County of Fresno's road rights-of-way.

THIS APPLICATION IS YOUR PERMIT WHEN
STAMPED AND SIGNED ABOVE

11/19/18 3/29/19 N/A
Estimated Starting Date Estimated Completion Date Traffic Control Days

In consideration of the granting of this application, it is agreed that the applicant shall indemnify the County of Fresno and any of its officers, employees and agents and shall defend and hold them harmless from any and all claim or liability for personal injury or property damage due to any acts or failure to act in connection with any work permitted herein. Applicant further agrees to comply with all terms, conditions and specifications contained below and on the reverse side hereof.

PERMIT APPROVAL

NOTIFY THE COUNTY OF FRESNO PERMIT DESK AT (559)600-4240 A MINIMUM OF 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION ACTIVITIES. Permission is hereby granted to perform the above described work subject to all terms, conditions and restrictions contained below and on the reverse side hereof. This permit is to be strictly construed and no work other than that specified is authorized hereby. This permit is expressly conditioned upon performance of the work. Failure to so perform said work in accordance with County specifications shall be deemed an immediate revocation of this permit and without notice. WORK SHALL BE SUBJECT TO COUNTY INSPECTION. PERMITEE SHALL NOTIFY COUNTY INSPECTOR Mandeep Singh A MINIMUM OF 48 HOURS BEFORE STARTING WORK. (559) 554-4078 THIS PERMIT SHALL BE VOID UNLESS THE WORK HEREIN CONTEMPLATED SHALL HAVE BEEN COMPLETED BEFORE 3/29/19. To commence or complete work after said date requires approved application for permit renewal or time extension. Grantor reserves the right to complete the work to restore the right-of-way as provided in Section 10 on the reverse side hereof.

PROJECT CONDITIONS

ATTACHED ADDENDUM IS A PART OF THIS PERMIT

APPLICANT: CITY OF KERMAN	OWNER: CITY OF KERMAN
ADDRESS: 850 MADERA, KERMAN CA 93630	ADDRESS: 850 MADERA, KERMAN CA 93630
PHONE: (559) 244-3123	PHONE: (559) 244-3123
EMAIL:	EMAIL:

Project Manager: Jason Watts (559) 244-3123

APPLICANT SIGNATURE: (X) _____ DATE: _____
ACCOUNT NUMBER: _____ LICENSE NUMBER: _____ BOND NUMBER: _____

PERMIT QUANTITIES & INSPECTION FEES

2201.A.3 - Trench Type Excavation Off Pavement	\$3,776.53 15911 LF	2201.A.6 - Service Lateral	\$1,820.00 13 Laterals
2201.A.4 - All Excavations Within Pavement Area	\$140.00 1 Road Bore		
2201.A.4 - All Excavations Within Pavement Area	\$199.50 170 LF		
TOTAL PROJECT FEES: \$5,936.03			

Steven E. White, Director
Department of Public Works & Planning

By: _____ Date: 11/8/18
Darren Findley, Permit Engineer

WHITE - Office Copy GREEN - Inspector Copy CANARY - Permittee Copy PINK - Accounting Copy GOLDENROD - Area Supervisor Copy FOR OFFICE USE ONLY

Permit No.: EP18-0301 MTCE Area: 4

ADDENDUM

Road Encroachment Permit No. EP18-0301

Amanda Folder No. 18-103428

1. Permittee shall have the existing utilities marked by 811 USA prior to the start of work.
2. Work is limited to period of good visibility.
3. Work is to be performed during daylight hours.
4. Construction shall be in conformance with the approved plans for the [Double L Mobile Ranch Park Water Main Project] and the provisions of this permit.
5. A Traffic control plan must be submitted to the County of Fresno and must be accepted by the Traffic Engineer prior to the start of any work within the County of Fresno's road rights-of-way.
6. No road closures or detours are authorized under this permit.
7. Construction area must be signed in accordance with the current State of California Manual of Uniform Traffic Control Devices (CA MUTCD). Signs in place during hours of darkness shall be reflectorized for night time visibility in accordance with the above manual.
8. Permittee shall provide acceptable access at all times to properties along the construction route.
9. No open excavation allowed after working hours. All excavation areas to be properly secured when work crews are away from site, all excavations in road and shoulder are to be steel plated.
10. Permittee shall properly maintain and repair any encroachment authorized herein, unless such maintenance and repair by Permittee is exempted by law and shall exercise reasonable care in inspecting for and immediately repairing any injury to the highway which occurs as a result of the existence of said encroachment or as the result of any work done hereunder. If at any future date it is necessary because of road relocation or changes in grade to relocate this facility, the owner, his assigns, heirs and successors, hereby agrees to relocate the facility upon notice by the County of Fresno at no expense to the County, unless otherwise provided by law.
11. The Permittee shall indemnify, hold harmless and defend the County of Fresno and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Permittee, the County of Fresno or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and costs, and litigation expenses), arising from or related to the negligent or intentional acts or omissions of the Permittee or any of its officers, officials (if any), employees, agents, volunteers, or contractors in the Permittee's performance of the work permitted herein. It will be the responsibility of the Permittee to determine the location of any existing underground facilities within the work area and to arrange for any necessary relocation.
12. See attached General Provisions and Special Provisions.
13. No storage of equipment or materials will be allowed in the public right-of-way.
14. Traffic Control Fees: 105.00 Dollars (Base Fee) and 28.00 Dollars a day (For every day signage is within the right-of-way)