

General Provisions

1. **Definition:** This permit issued under the City Policy Book. The term encroachment is used in this permit as defined in the said Policy Book. Except as otherwise provided for public agencies and franchise holders, this permit is revocable on five days notice.
2. **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.
3. **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 certain kind of encroachment to be erected within right of way of the City of Tulelake.
4. **Notice Prior to Starting Work:** Before starting work on which an inspector is required, or whenever stated on the face of this permit, the Permittee shall notify the designated employee of the City. Such notice shall be given at least three days in advance of the date work is to begin.
5. **Keep Permit on the Work:** This permit 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.
6. **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, or any other public board having jurisdiction, and this permit shall be suspended in operation unless and until such order or consent is obtained.
7. **Protection of Traffic:** Adequate provision shall be made for the protection of the traveling public. Barricades shall be placed with red lights at night, also flagmen employed, all as may be required by the particular work in progress.
8. **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 except for the specific work permitted.
9. **Storage of Material:** No material shall be stored with eight (8) feet from the edge of pavement or traveled way or within the shoulder line where the shoulders are wider than eight feet.
10. **Clean up Right of Way:** Upon completion of the work, all brush, timber, scraps and material shall be entirely removed and the right of way left in as presentable condition as before work started.
11. **Standards of Construction:** All work shall conform to recognized standards of construction.
12. **Supervision of Grantor:** All the work shall be done subject to the supervision of, and to the satisfaction of, the grantor.
13. **Future Moving of Installation:** It is understood by the Permittee that whenever construction, reconstruction or maintenance work on the City street may require, the installation provided for herein shall, upon request of the Department of Public Works, be immediately moved by, and at the sole expense of the Permittee.
14. **Expense of Inspection:** On work which required the presence of an employee of the City as inspector, the salary, traveling expense and other incidental expense of such inspection during the work shall be paid by the Permittee upon presentation of a bill therefore.
15. **Liability of Damages:** The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the Permittee's part to perform his obligation under this permit in respect to maintenance. In the event any claim of such liability is made against the City of Tulelake or any department, Officer, or employee thereof. Permittee shall defend, indemnify and hold them and each of them harmless from such claim. This permit shall not be effective for any purpose unless and until the above named Permittee files with the Department of Public Works a surety bond in the form and amount required by said department unless specifically exempted on the face hereof. The requirement that a bond be filed does not apply in the event; the Permittee is a governmental board, which derives its revenue by taxation.
16. **Making Repairs:** If the grantor shall so elect, repairs to paving which has been disturbed shall be made by employees of the grantor and the expenses thereof shall be borne by the Permittee, who shall purchase and deliver on the road the materials necessary for said work as directed by the Director of Public Works. All payments to laborers, inspectors, etc, employed by said grantor for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written orders, pay rolls or vouchers approved by grantor. Alternatively, the grantor may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.

The grantor will give reasonable notice of its election to make such repairs. If the grantor does not so elect, the grantee shall make such repairs promptly. In every case the grantee shall be responsible for restoring any portion of the street which has been excavated or otherwise disturbed to its former condition as nearly as may be possible except where the grantor elects to make repairs to paving as above provided in this paragraph and except where provision to the contrary is made in the typewritten portion of the permit.
17. **Care of Drainage:** If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the grantor.
18. **Submit Location Plan:** Upon completion of underground or surface work of consequence, the Permittee shall furnish plan to City Hall showing location and details.
19. **Maintenance:** The grantee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the street and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the street which occurs as a result of the maintenance of the encroachment in the street or as a result of the work done under this permit, including any and all injury to the street which would not have occurred had such work not been done or such encroachment no placed therein.